

# Salary Reduction Agreement

## SECTION A. GENERAL INFORMATION

### Employer and Plan Information

Name of Employer

Address

City

State

Zip

### Employee Information

Name of Employee

Address

City

State

Zip

-  -

Social Security Number

Employee Number

## SECTION B. TERMS OF AGREEMENT

*To be completed by the Employer*

### Limits on Elective Deferrals

Subject to the requirements of the Employer's SIMPLE IRA Plan, each Employee who is eligible to enroll as a Contributing Participant, may set aside a percentage of his or her pay into the Plan (Elective Deferrals) by signing this *Salary Reduction Agreement*. This *Salary Reduction Agreement* replaces any earlier *Salary Reduction Agreement* and will remain in effect as long as the Employee remains an eligible Employee or until he or she provides the Employer with a new *Salary Reduction Agreement* as permitted by the Plan. A Participant who is age 50 or older by the end of the Year may be allowed to may Catch-Up Contributions. A Participant's Elective Deferrals (excluding Catch-Up Contributions) may not exceed \$15,500 for 2023 (this limit is subject to annual cost-of-living adjustments).

If an Employee fails to make a deferral election, three percent of Compensation will be deferred from the Employee's paycheck and continue to be deferred until the Employee advises the Employer that he or she does not wish to have amounts deferred or he or she wishes to increase or decrease the amount of the Elective Deferrals. To elect not to defer, or to increase or decrease the amount of Elective Deferrals, the Employee must complete and *Salary Reduction Agreement* and return the form to the Employer.

### Changing This Agreement

An Employee may change the percentage of pay he or she is setting aside into the Plan. Any Employee who wishes to make such a change must complete and sign a new *Salary Reduction Agreement* and give it to the Employer during the Election period or any other period the Employer specifies on the *Participation Notice & Summary Description*.

### Terminating This Agreement

An Employee may terminate this *Salary Reduction Agreement*. After terminating this *Salary Reduction Agreement*, an Employee cannot again enroll as a Contributing Participant until the first day of the Year following the Year of termination or any other date the Employer specifies on the *Participation Notice & Summary Description*.

### Effective Date

This *Salary Reduction Agreement* will be effective for the pay period which begins\_\_\_\_\_.

**SECTION C. AUTHORIZATION**

*To be completed by the Employee*

**Salary Reduction Agreement**

I, the undersigned Employee, wish to set aside, Pre-Tax Elective Deferral (*select one only*), \_\_\_\_\_% or \$\_\_\_\_\_ (*which equals \_\_\_\_\_% of my current rate of pay*), and/or Roth Elective Deferral (*if applicable, select only one*), \_\_\_\_\_% or \$\_\_\_\_\_ (*which equals \_\_\_\_\_% of my current rate of pay*) into my Employer’s SIMPLE IRA Plan by way of payroll deduction.

**NOTE:** *If you are eligible to defer and you attain age 50 before the close of the Plan Year, you may be able to make Catch-Up Contributions under the SIMPLE IRA Plan. Certain limits, as required by law, must be met prior to being eligible to make Catch-Up contributions. Your election above will pertain to Elective Deferrals which may include Catch-Up Contributions. See your Employer for additional information, including the Catch-Up Contribution limit for the Year.*

I agree that my pay will be reduced in the manner I have indicated above, and I affirmatively elect to have this amount contributed to the investments listed below. I understand that if I do not complete and return this *Salary Reduction Agreement*, three percent of my Compensation will be withheld from my paycheck as an Elective Deferral. This *Salary Reduction Agreement* will continue to be effective while I am employed, unless I change or terminate it as explained in Section B above. I acknowledge that I have read this entire *Salary Reduction Agreement*, I understand it and I agree to its terms. Furthermore, I acknowledge that I have received a copy of the *Participation Notice & Summary Description*.

**SIGNATURES**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date