

## 403(b) Salary Reduction Agreement

Between Employer and Employee.

**Do Not Return to Foresters Financial Services, Inc. or your Registered Representative.**

### 1. Employee Information

Employee's Name (print) \_\_\_\_\_

Employee's Social Security Number \_\_\_\_\_

### 2. Contribution Information

This Salary Reduction Agreement (Agreement) is made and entered into between the Employee and Employer in order to provide for the remittance of contributions on behalf of the Employee to the Foresters Financial Services, Inc. 403(b) Custodial Account. The provisions contained herein shall supersede any previous Salary Reduction Agreement in effect between the Employer and Employee. The provisions of the Salary Reduction Agreement shall apply to the employment agreement currently in effect between the Employer and Employee and to any successor employment agreements entered into between the parties and shall continue in full force until changed or terminated by the Employee or Employer.

The Employee hereby authorizes and directs the Employer, and the Employer agrees, to reduce the Employee's compensation by the following amounts and promptly remit such amounts to Foresters Financial Services, Inc.

**Contribution Information Effective Date** \_\_\_\_\_

**Choose One:**

**A)**  New 403(b) Agreement:

	Amount of Reduction per Paycheck	
	Dollars	Percentage
Traditional 403(b) (Pre-tax)	\$	%
Roth 403(b) (After-tax)	\$	%
Totals*	\$	

**B)**  Change 403(b) Amount to:

	Amount of Reduction per Paycheck	
	Dollars	Percentage
Traditional 403(b) (Pre-tax)	\$	%
Roth 403(b) (After-tax)	\$	%
Totals*	\$	

**C)**  Discontinue all salary reduction contributions to Foresters Financial Services, Inc.

**D)**  Discontinue only Traditional (pre-tax) salary reduction contributions to Foresters Financial Services, Inc.

**E)**  Discontinue only Roth after-tax salary reduction contributions to Foresters Financial Services, Inc.

\* The total of the pre-tax contributions and the Roth after-tax contributions cannot exceed the IRS limits.

### 3. Employee Certifications & Signature

**Terms & Conditions:** I accept the provisions of the 403(b) Program as adopted by my Employer and understand that neither my Employer nor the Foresters Financial Services, Inc., guarantees the investment performance of any custodial account.

By executing this Agreement I hereby authorize and direct my Employer, and the Employer agrees, to reduce my compensation by the amounts indicated in **Section 2** of this Agreement, subject to verification that the proposed contributions satisfy Applicable Law and administrative policies. My Employer will promptly remit such amounts to Foresters Financial Services, Inc. together with instructions setting forth the following information for me: name, social security number, pre-tax contributions, Roth (post-tax) contributions, and, if applicable, employer contributions.

This Agreement supersedes any Salary Reduction Agreement previously executed by me.

I may change salary reduction amounts under the Agreement with respect to compensation not yet paid by execution of a new Salary Reduction Agreement, which shall be effective in accordance with my Employer's administrative procedures.

This Agreement may be terminated by me or my Employer at any time for amounts not yet paid or available.

I acknowledge that certain rules and regulations apply to contributions, distributions, hardship withdrawals, loans and other transactions associated with the 403(b) Program. My Employer accepts full responsibility for meeting the terms of such rules and regulations. I acknowledge that my Employer may engage the services of a Third Party Administrator ("TPA") to assist in complying with such rules and regulations. If my Employer does engage the services of a TPA, I agree that all actions taken by my Employer may be carried out by the TPA and authorize the TPA to act on my behalf. I acknowledge that the TPA may charge a fee for these services and that the fee may be deducted from my custodial account. I authorize Foresters Financial Services, Inc. to provide my Employer and/or TPA with information required to ensure compliance with 403(b) rules and regulations.

My Employer and I agree that this Agreement is legally binding and irrevocable with respect to amounts paid while it is in effect.

I certify that I have read and agree to the terms and conditions of this Agreement. I certify that my salary reduction contributions do not exceed the annual contribution limit as determined by Applicable Law. I understand my responsibilities as an Employee under my Employer's 403(b) Program and I request that my Employer take the action specified in this Agreement.

\_\_\_\_\_  
**Signature of Employee** **Date**

### 4. Employer or Third Party Administrator Signature

On behalf of the Employer, I certify that (i) the Employer is eligible to maintain a 403(b) Program on behalf of its employees, (ii) the Employee is eligible to participate in the 403(b) Program established by the Employer, (iii) First Investors Funds are approved investments under the Employer's 403(b) Program, and (iv) the Employer hereby agrees to this Salary Reduction Agreement. The Employer or its Third Party Administrator further agrees to identify both the pre-tax contributions and the Roth after-tax contributions at the time of remittance to Foresters Financial Services, Inc.

\_\_\_\_\_  
Name and Title of Authorized Individual for Employer (**print**)

\_\_\_\_\_  
**Signature of Authorized Individual for Employer** **Date**