



# EQUITABLE

## 457(b) Employee Deferred Compensation Plan Salary Reduction Agreement (For Pre-Tax 457(b) and After-Tax Roth 457(b) Contributions)

**Note:** This Agreement should be completed by the Employee and retained by the Employer. **This Agreement shall only be valid if my Governmental Employer has authorized Designated Roth 457(b) contributions under its 457(b) Plan. Roth 457(b) contributions are not applicable to Tax-exempt entities.**

EMPLOYEE NAME: \_\_\_\_\_ D/O/B: \_\_\_\_\_

EMPLOYER NAME: \_\_\_\_\_ Date of Employment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Current Annual Salary: \$ \_\_\_\_\_ ☐ New Agreement or ☐ Contribution Change

As an eligible participant in the 457(b) plan sponsored by the Employer ("Employer's 457(b) Plan"), the Employee hereby enters into this Salary Reduction Agreement with the Employer to contribute amounts to purchase an annuity contract offered under the Employer's 457(b) Plan, and the parties hereto agree as follows:

1. The Employee authorizes the Employer to reduce the Employee's compensation effective\* \_\_\_\_\_ by a

**NEW TOTAL** of: **Pre-Tax 457(b) \$** \_\_\_\_\_ **After-Tax Roth 457(b) \$** \_\_\_\_\_ ☐ Monthly ☐ Per Pay ☐ % Of Pay

*\*(With very limited exception, the Code requires that this Agreement be received by the Employer before the first day of the month in which contributions will begin or change. If necessary to meet that requirement, the Employer reserves the right to change the effective date of contributions.)*

a) **Prior Total Contribution Amount:** \_\_\_\_\_ per month

b) **Catch-Up Option being utilized, if any:** ☐ Age 50+ -OR- ☐ \*\*Last 3 Years of Service

*\*\*Contact your Equitable Advisors Financial Professional for a detailed explanation of the "Last 3 Years of Service" catch-up, and to see if you are eligible for this option. If so, you may utilize the greater of the two options, but not both.*

c) **Salary reduction contributions to other 457(b) vehicles under this Plan** (amt./mode): \$ \_\_\_\_\_ / \_\_\_\_\_

d) **Salary reduction contributions to other qualified plans sponsored by this Employer** (403(b), 401(k)):

Plan type/contribution amt./mode: \_\_\_\_\_ / \$ \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_ / \_\_\_\_\_

e) **Salary reduction contributions to qualified plans sponsored by other Employers** (401(k), SARSEP, Simple IRA, other 457(b)). Plan type/contribution amt./mode: \_\_\_\_\_ / \$ \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_ / \_\_\_\_\_

(Indicate if any of the above contributions are Designated Roth.)

2. It is understood and agreed between the parties that the annuity contract(s) purchased hereunder shall be the sole and exclusive property of the Employer. The undersigned Employee shall hold harmless and indemnify the Employer, its governing board, its officers and employees, from every claim and demand, which may be made by reason of his or her purchase of and the holding of Equitable Financial Life Insurance Company employee deferred compensation annuity contracts.

3. This Agreement is legally binding and irrevocable with respect to salary reduction amounts earned while this Agreement is in effect, and shall supersede any prior salary reduction agreement between the Employee and the Employer under the Employer's EDC Plan. This Agreement will remain in force until any one of these events occurs:

- a) Written notification of termination of this Agreement (including signing a new agreement), with at least 30 days advance notice, is received by the Employer;
- b) The Employee terminates employment with the Employer for any reason including the Employee's death or disability;
- c) The Employer terminates sponsorship of the Employer's EDC plan; or
- d) The Employer ceases to qualify as an entity eligible to maintain an EDC Plan.

Any termination of this Agreement will not affect salary reduction amounts credited to the Employee's annuity contract prior to the date of such termination.

4. It is understood that the IRS limits the annual salary reduction contributions that an individual can make under this plan and all other affected plans to which the individual is eligible to contribute under the Internal Revenue Code. In the event that salary reduction contributions exceed the maximum IRS limits, the employee agrees to reduce, or receive a refund of, the amount of salary reduction contributions required to comply with the federal tax limitations. The Employee agrees to provide any and all information reasonably required by the Employer, or party designated by the employer, and Equitable in connection with the Employee's purchase of an annuity contract hereunder, including, without limitation, information on current and historical contributions to other companies, and/or participation in any other qualified plan or any other 457(b) plan, and to contact his or her financial professional as soon as possible if the Employee's employment status and/or compensation changes at any time after this Agreement takes effect.

**I understand the following:** My employer will include any Designated Roth Contributions in my taxable income, will withhold tax, and will include these amounts on my Form W-2. These contributions will be separately accounted for within my Contract/Certificate. These contributions will have the same investment allocation as my other funds under the Contract/Certificate. The designated Roth portion of my account will be subject to the same rules as those pre-tax salary reduction amounts in the Contract/Certificate.

### AGREED TO BY THE EMPLOYEE:

**X** \_\_\_\_\_

Date: \_\_\_\_\_

Employee Bldg./Location \_\_\_\_\_

Contract Number \_\_\_\_\_

Financial Professional Name / Phone# \_\_\_\_\_