

----- IMPORTANT INFORMATION -----

1. Employer does not choose the annuity contract or custodial account in which your contributions are invested. Employer neither endorses any authorized TSA vendor, nor is responsible for any investments.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account.
3. In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code. Omni will ascertain that vendors meet the requirements of section 403 (b).
4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. When provided all required information in a timely manner, Omni is responsible for determining that salary deductions do not exceed the allowable contribution limits under Applicable Law, and will complete MAC calculations as required by law.
6. Employees should ensure that Omni is notified of any distributions or loans from vendor.

To be Completed by Employee

Part 4. Employee Signature (Please Return to The Omni Group unless otherwise advised by district)

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. 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 annuity or custodial account established by me under the Program are enforceable solely by my beneficiary, my authorized representative or me.

Employee Signature: _____ **Date:** _____

To be Completed by Sales Agent/Representative

Part 5. Acknowledgment and Representation of Sales Agent/Representative (Not a Mandatory Requirement)

I agree to comply with all pertinent written directives regarding the solicitation of Employees. A Maximum Allowance Calculation will be provided annually for Employees contributing more than \$15,500 (\$20,500 if over 50) or utilizing the "catch-up provisions". Furthermore, I agree to indemnify and hold harmless the Employer, any individual member of the governing board and the Employee participating in the 403(b) Program against any claims based on an error in the MAC I provided, except where the error is based upon erroneous information provided by Employer or Employee. Additionally, I will notify OMNI regarding any distributions or loan to participants.

Sales Agent/Representative Name: _____ **Phone** _____
(Please Print)

Address: _____

Signature: _____ **Date:** _____

To be Completed by Business Office

Part 6. Employer Section

Contract Salary # of TSA Pay Periods TSA Effective/Change Date. Date of Hire

Employer Signature: _____ **Title:** _____ **Date:** _____

To be Completed by The Omni Group

Part 7. Omni Verification

Authorized Omni Signature: _____ **Date:** _____

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