

# SALARY REDUCTION AGREEMENT

(This sample form is provided as a courtesy only and should not be construed as the offering of tax or legal advice. Please note that ERISA 403(b) Programs are subject to a Department of Labor requirement that Participant contributions are remitted to the plan's investment vehicle by the earlier of (1) 15 business days following the close of the month, or (2) the date by which these monies are segregable from the employer's general assets.)

Employee Name \_\_\_\_\_ SSN \_\_\_\_\_

Employer Name \_\_\_\_\_ Name of Plan \_\_\_\_\_

## PART I

- New
- Change (Supersedes any prior agreement)

The Salary Reduction Agreement is intended to meet the requirements of, and qualify under, Internal Revenue Code ("Code") Section 403(b) and of the provisions of the above-named plan. The terms of the Agreement are as follows: (1) The Agreement is a legal and binding contract, applies only to compensation paid after the date the Agreement is executed and is irrevocable with respect to compensation paid while it is in effect; (2) it replaces any previous Agreement executed by the Employee, (3) it shall continue to be effective until one of the following occurs: it is amended or terminated by a written notice to the Employer by the Employee, the Employee terminates employment with the Employer or the Employer terminates the above-named plan.

No provision of this Agreement shall affect the right of the Employer to discharge the Employee, with or without cause, nor shall the Agreement affect the terms and conditions of any contract of employment between the parties, except as provided herein. By signing this form the Employee certifies that the information provided is complete and accurate.

The Employer also agrees that any beneficiary designation made pursuant to participation in this 403(b) plan of the Employer shall be provided on a separate form required by the Employer or, if the issuer of the 403(b)(1) Annuity Contract and/or 403(b)(7) Custodial Account (as applicable) and/or service provider has agreed to maintain beneficiary designations, then on such forms as may be required by the issuer or service provider.

The maximum amount of contributions may not exceed the limits of Code section 402(g), 415(c) and 414(v). In addition, an Employee may make **Traditional (Pre-Tax) 403(b) Contributions, Roth (After-Tax) 403(b) Contributions**, or a combination of both types of contributions, subject to the applicable limits.

- Pre-tax 403(b) Contributions: (elect one) \_\_\_\_\_ % or \$ \_\_\_\_\_ each pay period
- Roth (After-Tax) 403(b) Contributions: (elect one) \_\_\_\_\_ % or \$ \_\_\_\_\_ each pay period

## PART II

The Employee directs the Employer to contribute the above amounts subject to this Agreement to the following approved providers:

- Name of provider: \_\_\_\_\_ Product: \_\_\_\_\_ % or \$ Amount: \_\_\_\_\_
- Name of provider: \_\_\_\_\_ Product: \_\_\_\_\_ % or \$ Amount: \_\_\_\_\_
- Name of provider: \_\_\_\_\_ Product: \_\_\_\_\_ % or \$ Amount: \_\_\_\_\_

## PART III AUTHORIZED SIGNATURES

In witness whereof, this Agreement has been executed by and on behalf of the parties this \_\_\_\_\_ day of \_\_\_\_\_

Employee \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_

Employer \_\_\_\_\_ Title \_\_\_\_\_



# Election/Change of Beneficiary Form – ERISA

QPSA and 401 Non-QPSA

ING Life Insurance and Annuity Company  
P. O. Box 990063  
Hartford, CT 06199-0063  
Telephone: 1-800-525-4225

ING Life Insurance and Annuity Company may also be referred to as the "Company." Please refer to attached instructions.

<b>Participant Information</b>  <i>Please print.</i>  <b>If you have a PO Box, U.S. Tax laws also require a street address to be indicated.</b>	Plan Name	ID Number	Billing Group/Plan Number	
	Participant Name (Last, First, Middle Initial)		Date of Birth (mm/dd/yyyy)	
	Participant's Social Security No. (Required)			
	MANDATORY - Participant Resident Address (No. & Street)		PO Box (optional)	
	City/Town		State	Zip Code
	Email Address			
	Work Telephone No.	Extension	Home Telephone No.	

## Plan Provisions for QPSA Plans

Information must be provided by your Plan Administrator.

Do not complete for 401 Non-QPSA Plans (see instructions).

- QPSA Benefit provided under the Plan (select one):  
 50%    100%    Other \_\_\_\_\_ (the percentage must be at least 50%)
- Consent rules for waiver of the QPSA Benefits/Beneficiary Change under the Plan (select one):  
 Plan allows general consent    Plan does not allow general consent

Note: The **general consent** rules allow the Participant to designate and change Beneficiaries and elect another form of benefit payment without subsequent Spousal Consent for each election after the initial Spousal Consent is obtained. The **specific consent** rules require Spousal Consent for any Non-Spousal Beneficiary and form of benefit payment election, even if the Spouse consents to the initial designation. Unless the Plan allows the Spouse to provide general consent, the specific consent rules apply.

## Participant Election of Beneficiary

Please check if additional Beneficiary information is noted on the back of form.

I designate the following Individual(s) as Beneficiary(ies) of my Individual Account under the Contract. If this is a change, I revoke any prior Beneficiary designations on file with the Plan Administrator and the Company.

**For QPSA plan:** I understand that if I am married I must designate my Spouse as a Primary Beneficiary unless my Spouse consents to the designation of another Beneficiary or my Spouse cannot be located or I am legally separated or abandoned within the meaning of local law. Upon my death prior to distribution of benefits under the Plan to me, my Spouse is entitled to receive a QPSA purchased with the percentage of my account balance(s) indicated in the **Plan Provision** section above. I understand that I may designate another beneficiary to receive any death benefits payable above and beyond the percentage indicated above.

**For 401 Non-QPSA plan:** I understand that if I am married I must designate my Spouse as a sole Primary Beneficiary entitled to 100% of my account balance(s) unless my Spouse consents to the designation of another Beneficiary or my Spouse cannot be located or I am legally separated or abandoned within the meaning of local law.

Primary Beneficiary(ies) (complete legal name)	Relationship	%	Social Security No./TIN
Contingent Beneficiary(ies) (complete legal name)	Relationship	%	Social Security No./TIN

Unless otherwise requested:

- a) If more than one Beneficiary is designated, payment will be made in equal shares to the Primary Beneficiaries who survive the Participant or Annuitant or, if none survives the Participant or Annuitant, in equal shares to the Contingent Beneficiaries who survive the Participant or Annuitant.
- b) If no Beneficiary survives the Participant or Annuitant, payment will be made in accordance with the Plan document.
- c) If a Class of Beneficiaries is designated (such as, "the children of the Participant or Annuitant"), then payment will be made in equal shares to each person who is a member of the class and living at the death of the Participant or Annuitant whether or not he/she has been specifically named in the Beneficiary Designation.

**Participant Marital Status**

*Participant must select one option.*

- I am unmarried
- For QPSA Plans: I am married and have designated my Spouse as the Primary Beneficiary and have **not** elected to waive the QPSA; therefore, spousal consent is **not** required
- For QPSA Plans: I am married and have designated my Spouse as the Primary Beneficiary and **have** elected to waive the QPSA; therefore, spousal consent is required
- For 401 Non-QPSA Plans: I am married and have designated my Spouse as my sole Primary Beneficiary entitled to 100% of my account balances; therefore spousal consent is **not** required
- Both QPSA and Non-QPSA: I am married and have designated someone other than my spouse as my Primary Beneficiary to receive the portion of my accounts to which my spouse is entitled; my Spouse **must** consent to my election by completing the appropriate Spousal Consent section
- My Spouse cannot be located
- I am legally separated or abandoned within the meaning of local law (must have legal supporting documentation in your files – do not send documentation)

**Spousal Consent for QPSA Plans**

*Spouse must complete if Participant elects to waive the QPSA or chooses a Primary Beneficiary other than his/her Spouse*

I understand that the Plan in which my Spouse participates entitles me to a life annuity which can be purchased with at least 50% of my Spouse's vested account balance if my Spouse dies before the annuity starting date. (See the Plan Provisions section above for the QPSA percentage under the Plan.) Without my consent, my Spouse cannot elect to waive this benefit. By consenting to my Spouse's waiver, I understand that I will not receive any benefit in the event of my Spouse's death unless I am named Beneficiary.

- Specific Consent** - I consent to my Spouse's designation of the Primary Beneficiary(ies) named above or to my spouse's waiver of a QPSA form of benefit.
- General Consent** - If my Spouse's Plan allows for general consent, I consent to my Spouse's designation of any Beneficiary or to my spouse's waiver of a QPSA form of benefit. I understand that I can limit my Spouse's choice to a particular Beneficiary who will receive payments from the Plan after the death of my Spouse and that I am giving up that right.

Spouse's Name (print)	Social Security No.
Spouse's Signature	Date (mm/dd/yyyy)

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me,

\_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed for the same purpose therein contained.

**In Witness Whereof, I hereunto set my hand**

\_\_\_\_\_ or \_\_\_\_\_

Notary Public Plan Representative





## Election/Change of Beneficiary Form

### ERISA

ING Life Insurance and Annuity Company may be referred to as the "Company."

ING Life Insurance and Annuity Company  
P.O. Box 990063  
Hartford, CT 06199-0063  
Telephone: 1-800-525-4225

<b>About Qualified Pre-Retirement Survivor Annuities (QPSA)</b>	<p>If you are married, the law requires that any amount remaining in your Plan Contract be paid to your Surviving Spouse in a certain manner upon your death. This manner of payment is called a QPSA and will provide your Spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your Plan Contract and whether your Plan provides for a 50% - 100% QPSA. You may elect to waive the requirement that your Surviving Spouse be paid in the form of a QPSA, and; if applicable, the requirement that your Spouse be your Beneficiary. You may make either or both of these elections beginning with the first day after which you become a Participant in the Plan. Any waiver election you sign before age 35 will become invalid the first day of the Plan year in which you attain age 35. At that time you may again waive the QPSA and/or the requirement that your Spouse be your Beneficiary. If you fail to do so, your Spouse will be your Beneficiary and will receive the QPSA form of benefit. Your Spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time. Your Spouse may need to consent to any subsequent change of Beneficiary. Please refer to your Summary Plan Description for more information regarding changing Beneficiaries. Depending on your Plan document, if your vested account balance is \$5,000 or less at the time of your death, the Plan Administrator may make a distribution to your Surviving Spouse in a single payment even if you do not waive the QPSA. Because a Spouse has certain rights under the law, you should inform your Plan Administrator immediately of any changes in your marital status. A change in your marital status may require you to complete a new Designation of Beneficiary form. For more information regarding waiver of the QPSA form of benefit, contact your Plan Administrator or Employer.</p>
<b>About 401 Non-QPSA Plans</b>	<p>In general, a Plan that is not subject to the minimum funding standards of Internal Revenue Code Section 412 is not subject to the QPSA requirements if:</p> <ul style="list-style-type: none"> <li>• The Plan provides that upon death, 100% of a Participant's account balance(s) are paid to the Participant's Surviving Spouse unless the Surviving Spouse consents to the designation of another Beneficiary, and</li> <li>• The Participant does not elect have his or her account balance(s) paid over the Participant's lifetime.</li> </ul> <p>If you are a Participant in a Non-QPSA plan and you are married upon your death, 100% of your account balance(s) must be paid to your Surviving Spouse in the form of payment elected by your Spouse unless your Spouse has consented to the designation of another Beneficiary.</p>
<b>Participant Information</b>	Please complete the information requested in its entirety.
<b>Plan Provisions for QPSA Plans</b>	Your Plan Administrator must complete this section in its entirety if your Plan is subject to the QPSA requirements.
<b>Participant Election of Beneficiary</b>	Please complete this section if you are making or changing a Beneficiary Designation. For more information regarding the completion of this section, please call the number above and request assistance.
<b>Participant Marital Status</b>	This section must be completed by you.
<b>Spousal Consent for QPSA Plans</b>	Your Spouse must complete the appropriate section if he/she has not been designated as your Primary Beneficiary or you have elected a form of benefit other than a QPSA. This section need not be completed if your Spouse cannot be located or you are legally separated or abandoned within the meaning of local law.
<b>Spousal Consent for Non-QPSA Plans</b>	Your Spouse must complete the appropriate section if he/she has not been designated as your Primary Beneficiary entitled to 100% of your account balance. This section need not be completed if your Spouse cannot be located or you are legally separated or abandoned within the meaning of local law.
<b>Authorized Signatures and Certification</b>	These sections must be completed by you, the Participant, and the Employer, Plan Sponsor or Named Fiduciary.