

TERMS AND CONDITIONS

As a condition of Plan participation, I understand and agree to the following:

- I agree to notify the Pension Boards and my Employer promptly if I have reason to believe that any expense reimbursed under the Plan was not a qualifying expense. To the extent permitted by the Plan and applicable law, I agree to repay any improper reimbursement and to indemnify and reimburse my Employer for taxes, penalties, interest, or other liability it incurs as a result of the improper reimbursement, except to the extent caused by the Employer's or the Pension Boards' error or failure to comply with the Plan or applicable law.
- I understand that expenses for my spouse may be reimbursed as permitted by the Plan, while expenses for a domestic partner or other individual may be reimbursed only if that individual qualifies as my tax dependent under the Plan and applicable federal tax law.
- I agree to provide the Pension Boards with the documentation it requires to substantiate that an expense has been incurred, including a statement from the service provider that includes the service provider's name, address and, if applicable, taxpayer identification, as well as the nature and amount of the expense incurred.
- I understand that this agreement and my prospective Plan participation will automatically terminate if the Plan is terminated, my Employer ceases to participate in benefits offered through the Pension Boards, or I otherwise lose Plan eligibility. Termination will not affect any rights I may have under the Plan to submit a claim for an eligible expense incurred before my participation ended, subject to the Plan's claims-submission deadlines and other applicable terms.
- I understand that I cannot change or revoke any of my Plan elections or this salary redirection agreement during the plan year, unless I have a change in status event and my new election is consistent with such change.
- The Pension Boards or my Employer may reduce or discontinue my salary redirection or otherwise modify the administration of this agreement to the extent permitted by the Plan and reasonably necessary to comply with applicable law, preserve the Plan's intended tax treatment, correct an administrative or payroll error, or implement an amendment or termination of the Plan.
- I authorize the reduction of my cash compensation pursuant to this agreement and understand that this reduction shall be in addition to any reductions under other agreements or benefit programs maintained by my Employer.
- Any salary redirection amounts that are not used during a plan year to provide benefits will be forfeited and may not be paid to me in cash or used to provide benefits specifically for me in a later plan year, except as otherwise provided by the Plan.
- I understand that prior to the first day of each plan year, I will be offered the opportunity to change or terminate my Plan benefit elections effective for the following plan year. If I do not complete and return a new election form at that time, I will be treated as having elected not to participate in the Plan for the following plan year.
- I understand that any contributions I elect to make to the Plan must be on a pre-tax basis, thereby reducing my taxable compensation. I also understand that my Employer cannot make contributions on my behalf to this Plan and that ineligible contributions will be returned to my Employer.

THIS FLEXIBLE BENEFIT PLAN ELECTION & SALARY REDIRECTION AGREEMENT IS SUBJECT TO THE APPLICABLE PLAN DOCUMENT, AS AMENDED FROM TIME TO TIME, AND THE PENSION BOARDS' ADMINISTRATIVE PROCEDURES. IF THIS AGREEMENT CONFLICTS WITH THE APPLICABLE PLAN DOCUMENT, THE PLAN DOCUMENT WILL CONTROL. THIS AGREEMENT REVOKES AND SUPERSEDES ANY PRIOR ELECTION AND SALARY REDIRECTION AGREEMENT FOR THE SAME PLAN YEAR OR COVERAGE PERIOD, TO THE EXTENT PERMITTED BY THE PLAN.