

TRANSPORTATION EXPENSE REIMBURSEMENT PLAN ELECTION FORM AND COMPENSATION REDIRECTION AGREEMENT



▶ ALL FIELDS ARE REQUIRED – PLEASE PRINT ◀

FIRST EFFECTIVE MONTH OF THIS ELECTION: _____ Original Election
 Replacement Election

SOCIAL SECURITY NUMBER: _____

PARTICIPANT NAME: _____

HOME ADDRESS: Street _____

City _____ State _____ Zip Code _____

EMAIL ADDRESS: _____

DATE OF BIRTH (mm/dd/yy): _____ HOME PHONE: _____

As an eligible participant in the Transportation Expense Reimbursement Plan, I acknowledge that I have received a Summary Plan Description for the Plan. I have read the Summary Plan Description and understand the benefits available to me, as well as the other rights and obligations that I have under the Plan.

ELECTION OF BENEFITS

In accordance with my rights under the Plan, I elect to receive monthly benefits under my Employer's Transportation Expense Reimbursement Plan as indicated below. My Employer and I agree that my monthly cash compensation will be redirected by the amount set forth below to pay for said benefits.

<u>Benefits Available</u>	<u>Monthly Election Amount</u>
Van Pooling / Mass Transit Pass (<i>maximum monthly benefit is</i> _____)	\$ _____
Parking Expenses (<i>maximum monthly benefit is</i> _____)	\$ _____

IMPORTANT TERMS AND CONDITIONS

I understand that:

- Before the first day of each month I will be offered the opportunity to enroll in, disenroll from or modify my election amount for my Employer's Transportation Expense Reimbursement Plan. **If I do NOT complete and return a new election form prior to five days before the first day of the month**, I will be treated as having elected to be eligible to receive the same benefits from the Transportation Expense Reimbursement Plan as I was receiving as of the end of the previous month. I may change my election of benefits under this Plan at any time during the Plan year but any changes I make will not take effect until the first day of the month that begins at least 5 days after I submit my written request for a change of election to the Plan Administrator.
- **Contributions made to my Transportation Expense Reimbursement Account in excess of claims for eligible expenses under the Transportation Expense Reimbursement Plan which I make during a given month will be carried forward to the next month.**
- **I am solely responsible for notifying the Employer if I have reason to believe that any expense for which I have obtained reimbursement is not a qualifying expense.** I also agree to indemnify and reimburse the Employer on demand for any liability it incurs for failure to withhold federal, state or local income tax or Social Security tax from any reimbursement I receive for a non-qualifying expense, up to the amount of additional tax actually owed by me.
- This agreement will automatically terminate if the Plan is terminated or discontinued, or if I cease to receive compensation from the Employer which, before redirection hereunder, is at least equal to the amount of that redirection.
- The Plan Administrator may reduce or cancel my compensation redirection or otherwise modify this agreement in the event the Plan Administrator believes it is required in order to satisfy certain provisions of the Internal Revenue Code.
- My Social Security benefits may be slightly reduced as a result of my election.

This agreement (1) is subject to the terms of the employer's Transportation Expense Reimbursement Plan in effect as amended from time to time, (2) shall be governed by and construed in accordance with applicable laws, (3) shall take effect as a sealed instrument under applicable laws, and (4) to the extent allowed by law, revokes any prior election and compensation redirection agreement relating to such plan for the corresponding Plan Year.

Enrollment & WEX Health[®] Benefits Card Agreement

WEX Health[®] BENEFITS CARD AGREEMENT (applicable only if offered by your employer)

As a participant in one or more of your employer plans, you may be eligible to receive two WEX Health[®] Visa[®] Cards with your name on them. You agree to use them in accordance with this Agreement and the Cardholder Agreement that will be provided to you in the envelope with the two WEX Health[®] Visa[®] Cards.

You understand that the WEX Health[®] Visa[®] Card is restricted to certain merchant categories and is not accepted at all Visa[®] locations. You understand that you may not obtain a cash advance with the WEX Health[™] Card at any merchant, bank or ATM. You understand that the WEX Health[®] Visa[®] Card is to be used *exclusively* for qualified expenses as defined by the plan(s) in which you participate. If the WEX Health[™] Card is issued pursuant to employer plans and you use the card to pay for an expense that is not a qualified expense, you are indebted to your employer and must repay the full amount of the non-qualified expense.

You agree to save all receipts and invoices related to any expense paid using the WEX Health[®] Visa[®] Card. If required, you agree to submit copies of these documents attached to a signed claim form for review by Admin America, the Plan Service Provider. Failure to submit the receipt(s) when required will cause the expense to be treated as a non-qualified expense and you will be required to remit payment to your employer. Payment may be in the form of an offsetting claim, a personal check, electronic draft from your personal checking or savings account, a post-tax deduction from your paycheck, or other options established by your employer.

ENROLLMENT AGREEMENT

This agreement (1) is subject to the terms of the employer's Transportation Expense Reimbursement Plan in effect as amended from time to time, (2) shall be governed by and construed in accordance with applicable laws, (3) shall take effect as a sealed instrument under applicable laws, and (4) to the extent allowed by law, revokes any prior election and compensation redirection agreement relating to such plan(s) for the corresponding Plan Year.

Employee's Signature: _____ **Date:** _____