

Nationwide Retirement Solutions

Participation Agreement & Service Request

Personal Information	n										
Plan Type: (select one):	<u> </u>	b)	□ 401	(a)	☐ Roth 4	57(b)					
Select Action: New Enrollment Deferral Change						☐ Restart Deferrals					
Employer Name:						Employer ID:					
Name:						SSN:					
Date of Birth:						Gender: Male Female					
Address:						City, State, & ZIP:					
Home Phone Number:							Work Phone Number:				
Email Address:											
Paperless Delivery	Consent										
agreements and other in have statements, accoun Mail to the mailing addres I wish to receive my st	formation t documer s of record tatements	provints all by all and	vided in and other checking account	connec docum the box docum	tion with nents sent below, th nents via	your ret in conn ese docu	ireme ectio	ent plan electr n with your re	oni tire	ents, confirmations, terms, cally. Unless you choose to ment plan delivered via US vailable to you electronically.	
Contribution Summ	ary & Pa	ayrc								* Check with your employer on	
Plan Type				Amount*	* OR Percentage*				whether your plan offer deferrals in percentages, dollar amounts or		
457(b)/401(a) Pre-Tax Amount:							%			both.	
Roth Contri		1					%		_	**May not be offered by your plan. Roth contributions are made on an	
Payroll Frequency:	☐ Week	ly Bi-W		eekly		hly	ly Semi-Monthly		У	after-tax basis.	
Start Contribution On:											
Beneficiary Designa	ation										
Check here if this is a c NOTE: Percentage split r If additional space for be Primary Beneficiary(ies)	nust total eneficiarie	1009 s is r	% for eac equired,	h cate	gory of be	neficiary	<i>/</i> .				
Name:				Relationship:			Social Security #:			Phone #:	
Address:							Date of Birth:			% Split:	
Name:				Relationship:			Social Security #:			Phone #:	
Address:						Date of Birth:			% Split:		
Contingent Beneficiary(i	es) (must	tota	l 100%):								
Name: Relationship:						Social Security #:				Phone #:	
Address:							Date	of Birth:		% Split:	
Name: Relationship					nship:		Socia	al Security #:		Phone #:	
Address:							Date	of Birth:		% Split:	

Investment Options		
For a list of available investment options, please call 888-401-5272, or contact your local Reti www.nrsforu.com		•
☐ Enroll me in asset rebalancing. I agree to comply with and be bound by the terms and conditions imposed by the investment options. I understand I can obtain more information and conditions by contacting the Nationwide Service Center.		
Fund Name		Percent Allocated
Total must e	equal	100%
Pre-tax and Roth contributions will use the same investment election and allocation. If you wish to have different selection 1-800-769-4457. Please note: If the total investment option allocation percentage equals less than 100%, the difference will be invested in Savings Account. If the total investment option percentage is greater than 100%, your application will be rejected and you be processed.	n the de	fault option, the Liquid
Authorization		
☐ Please send me a copy of the prospectus(es) ☐ Please contact me regarding transferring my other pre-tax retirement plans ☐ Please send me forms regarding the Catch-up Provisions		
Liquid Savings and Certificate of Deposit products are FDIC insured to at least \$250,000 Stable Value fund is a bank collective fund, trusteed by Norwest Bank of Minnesota, N.A. and Management, a wholly owned subsidiary of Norwest Bank of Minnesota, N.A. Mutual fund prod Value fund are not FDIC insured, are not deposits or other obligations of, or guaranteed by a investment risk.	manag ducts a	ged by Galliard Capita and the Galliard Stable
I authorize my employer to reduce my salary by the above amount which will be credited to the compensation plan. The reduction will continue until otherwise authorized in accordance with my contributed amount by my employer and its payment to the designated investment option as administratively practicable but not earlier than the first calendar month following the exagreement. The reduction is to be allocated to the funding options in the percentages indicate may impose a short term trade fee. Please read the underlying prospectuses carefully.	the plants) with the plants of	an. The withholding o II be reflected as early n of this Participation
I HAVE READ AND UNDERSTAND EACH OF THE STATEMENTS ON THE FRONT AND BA ARE INTENDED TO COMPLY WITH SECTION 457 OF THE INTERNAL REVENUE CODE. I A UNDERSTAND THAT THESE STATEMENTS DO NOT COVER ALL THE DETAILS OF THE PLAN	CCEPT	THESE TERMS AND
Participant Signature:	Date:	
Retirement Specialist Name (Print):	Agent	#:
Form Poturn		

Form Return

By mail: Nationwide Retirement Solutions

PO Box 182797

Columbus, OH 43218-2797

NDC-0001 (02/2016)

By fax: 877-677-4329



Nationwide Retirement Solutions Deferred Compensation Plan

Memorandum of Understanding

The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your plan. It is not intended to cover all aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

457(b) Plans

- 1. The maximum annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of my includible compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits, they can be found at www.irs.gov. Under certain circumstances, additional amounts above the limit may be contributed in the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of the Plan's Normal Retirement Age and did not contribute the maximum amount to the 457(b) Plan in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be reported as taxable income when refunded. It is my responsibility to ensure my contributions to all 457(b) plans in which I participate regardless of employer do not exceed the annual limit.
- 2. It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on IRS tax Form 1099-R. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b), and/or 401(k) Plan contributions, including designated Roth contributions, fall within the specified limits. A Nationwide Retirement Solutions, Inc. ("NRS") representative can provide assistance in determining my contribution limits.
- 3. As opposed to the withdrawal of earnings on pre-tax contributions, the earnings on designated Roth contributions are generally not subject to future taxes as long as the distribution from the Roth account satisfies the requirements to be a "qualified distribution." Qualified distributions cannot be made within five years of the first designated Roth contribution to this plan, and must be made on or after the attainment of age 59 ½, on or after the participant's death, or the participant's disability. If the participant previously established another designated Roth account in another plan and is able to roll the funds from this plan to the other plan, the five-year period would begin to run from the date of the first contribution to the first designated Roth account. A non-qualified Roth distribution may result in a 10% penalty for early withdrawal of that portion of the distribution that is includible in gross income, if made from rollovers to this Plan from a qualified plan like a 403(b) plan, unless a regulatory exception applies. Please note that once made, contributions and/or rollovers to a designated Roth account may not be reversed. In the event you wish to make changes, only future contributions and/or rollovers can be redirected.
- 4. I may withdraw funds from the Plan only upon separation from service; at age 70½ (if the Plan allows; upon an unforeseeable emergency approved by the Plan, when taking a loan, if permitted by the Plan; or, I may take a one-time in-service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not contributed to the Plan for two or more years. In come cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code (the "Code") and applicable regulations as expressed in the Plan Document.
- 5. I must contribute a minimum of \$20 per month or \$10 per pay to the Plan to satisfy minimum Plan requirements.
- 6. Contributions, in the form of salary reductions, will be made until I notify NRS or my Plan Sponsor otherwise. Once notification is received, salary reductions will be changed as soon as administratively feasible.
- 7. Contributions will be invested as soon as administratively feasible upon receipt from the Plan Sponsor.

401(a) Plans

- 1. 1The annual defined contribution limit to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of my eligible compensation. This amount may be adjusted annually. If you have questions about these limits they can be found at www.irs.gov. I understand that current or future participation in additional benefit plans, such as 403(b) and/or 401(a) plans, may affect my maximum annual contribution limit under the 401(a) plan, in accordance with the Code.
- I may withdraw vested funds from the Plan only upon severance from employment. Some plans may also permit distribution upon reaching normal retirement age as defined in the Plan Document; upon a financial hardship approved by the Plan; upon disability or when taking a loan, if permitted by the Plan Document. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Code and applicable regulations, as expressed in the Plan Document. An early withdrawal penalty of 10% may apply in some circumstances. Please consult your tax advisor prior to requesting a distribution.
- 3. 414(h) Mandatory Employee Contributions Your employer will specify the amount of these contributions. Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment, to make this contribution. These contributions will not be included in your taxable gross income; however, they do come out of your paycheck. The tax on these contributions will be deferred until benefits are distributed. If allowed in the Plan Document, you may have the right to make a one time irrevocable election to contribute a percentage of compensation to the Plan prior to your Plan entry. Once this election is made, it cannot be modified.

All Plans

- 1. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at www.nrsforu.com or by calling 877-NRS-FORU (877-3678).
- 2. In general, distributions from the Plan must begin no later than the 1st of April following the later of the year I reach age 70½ or separate from service. Please consult the plan document for further details. Normally, all pre-tax distributions are taxable as ordinary income and are subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of Code section 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond my life expectancy. Failure to meet minimum distribution requirements may result in my being subject to a 50% federal excise tax.
- 3. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Administrative Services Provider shall be responsible for those tax consequences.

Memorandum of Understanding

- 4. Underlying investment options may be periodically changed or restricted.
- 5. NRS will permit participants and beneficiaries to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Contract. Changes may be made by calling 877-NRSFORU or logging on to www.nrsforu.com. Options for investments may vary by the source of the money invested.
- 6. If I select an investment option that is closed or unavailable, I agree that the money will be placed into the Nationwide® Investor Destination Conservative Fund (Service Class), which is the default investment option. I agree if I elect a total investment allocation percentage that is less than 100%, the difference will be invested in the Nationwide® Investor Destination Conservative Fund (Service Class). If I elect a total investment allocation percentage greater than 100%, I agree that my application will be rejected and my selections will not be processed.
- 7. The Plan may have a fee for Plan Administration and or investment management fees, depending on the mutual funds in which I invest. For more information, please call 877-NRS-FORU (877-677-3678).
- 8. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further, any benefits payable at my death shall be paid in substantially equal shares to my beneficiaries unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If any of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document. If I participate in both a 457(b) plan and a 401(a) plan administered by NRS, I understand my beneficiary designations made on this form will apply to both plans unless I have indicated otherwise.
- $9. \quad I \, must \, notify \, NRS \, of \, any \, address \, changes, \, beneficiary \, changes, \, contribution \, changes, \, allocation \, changes \, or \, errors \, on \, my \, account \, statement.$
- 10. I will receive a statement of my account quarterly.
- 11. All telephone exchange requests will be recorded for the participant's protection.
- 12. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. I understand that any information regarding limitation or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
- 13. If applicable, I understand that no changes will be effective until they are processed by NRS.
- 14. The earliest your enrollment or contribution change can start is the first day of the month following your completed request. Please remember, your employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/Pay Center's responsibility to ensure deferrals do not commence too early.

Galliard Stable Value Fund

The interest rate credited to accounts under the Galliard Stable Value Fund changes on a daily basis. Neither the interest rate nor the principal are guaranteed. I understand my elections to exchange (transfer) past contributions from the Galliard Stable Value Fund to any other fixed income option or bond fund option may be restricted.

Consent to Paperless Delivery and Access

By providing your email address here, you are agreeing and consenting to receive and view plan benefit statements, correspondence and confirmations, and other communications electronically. These materials will be provided through an e-mail message notifying you that electronic documents are available online for you to view and print. This replaces all written communication associated with your Retirement Plan(s) serviced by Nationwide and you will no longer receive these documents via U.S. Mail. By providing your consent to paperless delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via U.S. Mail you can do so by contacting Customer Service at 877-NRS-FORU and request paper. You may opt out of paperless delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via U.S. Mail.

Changing your Email Address and Paperless Delivery Preferences

You are able to update your e-mail address or change your Paperless Delivery Preferences anytime either on the web site or via Customer Service.

Your Right to Revoke Consent

You have the right to revoke your consent to receive documents electronically. Your consent shall be effective until you revoke it by changing your delivery preferences via Customer Service or on the website by selecting U.S. Mail delivery.