



Take control of your financial future today



¹ "Taking the mystery out of retirement planning," Department of Labor (November 2020).

² "How much should public employees save for retirement," National Public Pension Coalition (December 2016). The percentage is based on an average individual qualifying for full public pension benefits.

³ "Retirement," USA.gov (January 2020). The percentage is based on an average individual qualifying for full Social Security retirement benefits.

⁴ "Public pension eligibility," Ballotpedia (accessed Oct. 11, 2021).

⁵ "Retirement Planning Needs of Private- and Public-Sector Employees More Similar Than Different," PlanSponsor (Oct. 27, 2020).

This material is not a recommendation to buy or sell a financial product or to adopt an investment strategy. Investors should discuss their specific situation with their financial professional.

Investing involves market risk, including possible loss of principal. No investment strategy or program can guarantee to make a profit or avoid loss. Actual results will vary depending on your investment and market experience.

Nationwide Investment Advisors LLC (NIA) provides investment advice to plan participants enrolled in Nationwide ProAccount. NIA is an SEC-registered investment adviser. NIA assesses participants an asset-based fee for the managed account services.

Retirement products are offered by Nationwide Trust Company, FSB, or Nationwide Life Insurance Company.

Nationwide Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation (NISC), member FINRA, Columbus, Ohio.

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Why join the retirement plan?

If you plan to rely solely on your pension and Social Security benefits for income, you could face a potential gap in your budget.

Your income gap could be up to 20% at retirement. Here's why:

80% to 90%

Amount of your income at retirement that experts say you may need to maintain your standard of living in retirement¹

70%

Amount of income at retirement that your pension and Social Security benefits (if any) may provide^{2,3}

59

Age at which most public employees retire⁴; first responders tend to retire around age 55, well before the age to qualify for Social Security benefits⁵

Potentially making that gap even larger are other factors such as:

- Out-of-pocket medical costs
- Inflation
- Not qualifying for full benefits
- Outliving your resources
- Needing long-term care
- Planning for major trips and other activities

Why join now?

The secret ingredient of long-term savings is time.

The more time you give your savings to potentially grow, the easier it is to contribute enough per pay period to potentially meet your future needs.

How much should you save?

While this decision is unique to each employee, we offer two online tools that can help you decide:

Paycheck Impact Calculator



See how your take-home pay would be affected by various contribution amounts.

My Interactive Retirement PlannerSM



Test several scenarios to discover how different contribution amounts could grow over time.

How do you want to handle investment decisions?

Option 1: Do it myself

Investigate the Plan's investment options and fees and then pick the right mix for your investment strategy.

Option 2: Help me do it

Use **My Investment PlannerSM** to find options that might fit your investing style and tolerance for risk.

Option 3: Do it for me


Enroll in **Nationwide ProAccount[®]**, the Plan's professional account management program, available for an additional fee.

Your deferred compensation plan was built for this.

When you join the plan, you can begin to fill the potential gap between the retirement benefits you can expect and the income you might need.

You could grow quite a gap filler after 25 years of investing through your retirement plan.

\$25 per pay  \$51,727

\$50 per pay  \$103,454

\$100 per pay  \$206,908

This hypothetical illustration shows how much various deferral amounts per biweekly paycheck for 25 years could accumulate, given an 8% annual rate of return for an investor. This example is not a yield projection for any specific investment. If fees, taxes and expenses were reflected, the return would be less.

We make getting started easy!

Gather these three items:

1. Social Security number
2. Employer name
3. Annual salary



To enroll in your 457(b) plan today, scan this code or visit www.NRSforu.com/enroll

For personal assistance, book a call with your Nationwide[®] Retirement Specialist below



Nikki Cibelli
609-617-4634
www.bit.ly/ScheduleWithNikki

Retirement Resource Group
888-401-5272
<https://bit.ly/nationwiderrg>

A different way to invest in your retirement

457(b) DEFERRED COMPENSATION PLAN



Your guide to Roth 457(b) contributions

You've probably heard of Roth IRAs — individual retirement accounts. If you're a public employee of a city, county, township, park board, water district or similar entity, a Roth 457(b) offers the opportunity to designate all or part of your contributions to your governmental deferred compensation plan as after-tax contributions.

When you contribute to a Roth 457(b) account, you pay taxes on the portion of your salary that goes into the plan. Withdrawals of contributions and earnings can be tax free during retirement if certain conditions are met.¹

If you wish, you can even split your contributions between traditional pretax 457(b) contributions and Roth 457(b) contributions.

When you designate some or all of your contributions as Roth, you have the opportunity to pay taxes on your contributions now and potentially avoid taxes later.

Let's compare

	Traditional pretax 457(b)	Roth after-tax 457(b)
Pretax income	\$60,000	\$60,000
Amount contributed	\$8,000	\$8,000
Tax on contribution	\$0	\$1,760 ²
Net income after contributions	\$52,000	\$50,240
Tax on the net income ²	\$4,740	\$4,740
Net income after contributions and taxes	\$47,260	\$45,500

In the hypothetical example above, if the participant contributed on a traditional pretax basis vs. a Roth contribution of the same amount, they would have an extra \$1,760 (\$47,260 - \$45,500) this year to invest or spend as they wish.

When the participant withdraws from the pretax account, it will be subject to ordinary income tax and will be subject to an additional 10% early withdrawal tax unless an exception applies. The participant contributing to a Roth account could receive this account's distributions tax free if the distributions meet the requirements to be considered a qualified distribution.¹

Keep in mind that ordinary income tax rates may be significantly different from the time the contribution was made compared with the time of distribution.

¹ A qualified distribution is one which is made 5 years or more after the January 1 of the first tax year in which a Roth contribution was made, AND the distribution was made on the account after the participant's attainment of age 59½, death or disability. If the participant does not meet these requirements, the earnings portion of the distribution will be subject to ordinary income tax and will be subject to an additional 10% early withdrawal tax unless an exception applies.

² This scenario assumes that the participant is single, this is their only source of income, they have a top marginal rate of 22% and their standard deduction is \$12,000. This example is for illustrative purposes only. Applicable tax rates can change at any time and may be significantly different when the contribution is made compared with the time of distribution.

What's the difference?	Traditional (pretax) 457(b)	Roth 457(b)	Roth IRA
Current contribution limit ³	Combined \$20,500		\$6,000
Current catch-up contribution limit ³ — for those age 50 and older	Combined \$6,500		\$1,000
Contributions made after tax	No	Yes	Yes
Contributions subject to ordinary income tax in year distributed	Yes	No	No
Contribution earnings subject to ordinary income tax in year distributed	Yes	No ³	No ³
Your income determines your contribution amount	No	No	Yes, you must have earned income; contributions may be limited based on modified gross income

³ Contributions and earnings from a Roth are not taxable if the distribution is made five or more years after January 1st of the first year a Roth contribution was made AND the distribution is made after age 59½ or because of death or disability — or, with a Roth IRA, because of a qualified first-time home purchase.

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Is a Roth 457(b) right for you?

You may want to consider making Roth 457(b) contributions if you:

- Need tax-planning flexibility in retirement
- Want to take advantage of tax-free withdrawals in retirement if certain conditions are met
- Expect to be in a higher tax bracket upon retirement
- Are unable to contribute to a Roth IRA because of your income
- Are looking for an estate-planning tool to leave tax-free assets to heirs



If you decide that contributing to a Roth 457(b) account makes sense for you, we're here to help.



Nikki Cibelli
609-617-4634
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To schedule an individual appointment, scan this code or visit www.bit.ly/ScheduleWithNikki

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Retirement Specialists provide information for educational purposes only. This information is not meant to be used as investment advice. Nationwide Retirement Specialists and plan representatives are Registered Representatives of Nationwide Investment Services Corporation, member FINRA, Columbus, Ohio.

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Choose confidence

Choose professional management

Dear Monmouth County Participant,

Do you sometimes find yourself overwhelmed by choosing investments and maybe even a little intimidated by the process? Would you feel more confident knowing that a respected investment management firm was managing your retirement plan portfolio? Would you feel more comfortable knowing that professionals are making adjustments to your retirement plan portfolio as needed?

Let Nationwide ProAccount® help.

Nationwide ProAccount is a managed account service designed to take the guesswork out of investing for retirement so you don't have to do it yourself. Nationwide ProAccount offers:

- Professional investment management to research, select and monitor portfolios
- Personalized asset allocation based on your age and personal tolerance for risk
- Periodic adjustments to your account as market conditions change

Using ProAccount means choosing convenience and experience of professional money management for your retirement plan assets.

It's easy to sign up.

Contact me today.

The fee for the managed account service is deducted from your retirement plan assets on a quarterly basis.

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NIA has retained Wilshire® as an Independent Financial Expert for Nationwide ProAccount. Wilshire provides investment allocation portfolios based on participant ages and their personal tolerance for investment risk.

NIA assesses participants an asset-based fee for the managed account services.

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Wilshire is a registered service mark of Wilshire Associates, which is not an affiliate of Nationwide or NIA.

Nationwide ProAccount is a service mark of Nationwide Mutual Insurance Company.

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Scan this QR code to schedule an individual appointment with a Nationwide Retirement Specialist.



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Nationwide[®]
is on your side

Retirement Plans | Enrollment guide

**Choose professional management.
Choose confidence.**

Nationwide ProAccount[®]

While you're busy enjoying today, we're looking out for tomorrow

You can be more confident about reaching your retirement goals when you have a professional selecting your funds and asset allocation.

Nationwide ProAccount® is a managed account service designed to help you feel more confident about your retirement account. When you enroll in Nationwide ProAccount, your retirement account will be managed according to your age, personal tolerance for risk and retirement goals.

Nationwide ProAccount takes the guesswork out of retirement investing by providing professional management of your investments.

50% of retirement plan participants wish it were easier to choose the right investments for their plans.¹

Nationwide ProAccount is designed to help take the guesswork out of retirement investing.

¹ "2018 401(k) Participant Survey," Schwab Retirement Plan Services (August 2018).

What you get as a Nationwide ProAccount® client



Professional fund selection and asset allocation*



Periodic portfolio adjustments intended to help keep you on track toward your retirement goals



90-day trial period to try the service with no obligation; no minimum account balance or cancellation fees



Ongoing support through periodic updates about your account and investments, quarterly statement notifications, and telephone support from registered investment adviser representatives

** Asset allocation does not guarantee to make a profit or prevent a loss in a down market.*

About the Nationwide ProAccount fee

There is an annual fee for Nationwide ProAccount. The fee is listed in the Participant Agreement included in this enrollment kit and is calculated daily based on the market value of your assets. It is deducted from your account at the end of each quarter. If you change your mind, you don't have to pay a fee to cancel the service.

A partnership designed to help you reach your retirement goals

Nationwide ProAccount is made available by Nationwide Investment Advisors LLC (NIA), a wholly owned subsidiary of Nationwide Life Insurance Company.

NIA has hired Wilshire Associates Inc. as the independent financial expert to develop and manage the ProAccount portfolios. NIA monitors Wilshire's activities and results to make sure they stay on course, but Wilshire has sole control over how they invest. We leave it to them to do what they do best.

What Wilshire does:

- Adapts the investment strategies they've developed for larger institutions and puts them to work for individual investors like you
- Uses a rigorous, disciplined process based on their deep knowledge of markets and investment strategies
- Develops diversified portfolio models
- Selects experienced investment managers with proven skills

Working together, NIA and Wilshire can help you feel more confident about achieving your retirement investment goals.

Nationwide ProAccount brings institutional strategies to your retirement account²

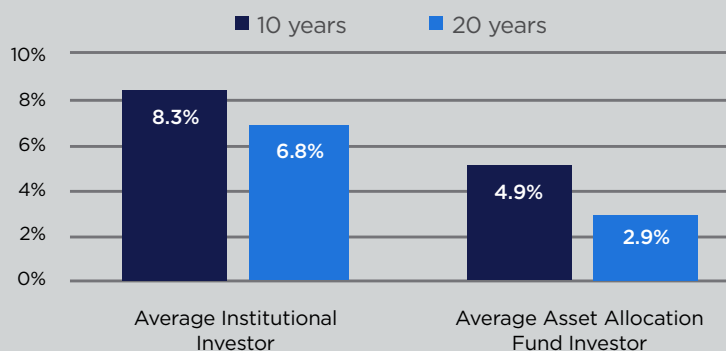
Institutional investors are investment management companies that manage money for corporations, pensions and endowments. Retail asset allocation investors are individuals who manage their own portfolios. Research shows that the average institutional investor outperforms the average individual investor by more than 4.0 percentage points in annualized returns over a 20-year period.

Institutional investors use a process that avoids decisions based on emotion, leading them to outperform individual investors.

- **4.0 percentage points more in annualized returns over 10 years**
- **4.0 percentage points more in annualized returns over 20 years**

Over 20 years, average retail investors failed to meet or exceed inflation. But institutional investors delivered better performance year after year. Over time, that difference amounted to significantly better gains.

Annualized Returns for Investor Types



² DALBAR and Wilshire TUCS. Asset Allocation Fund Investor from the DALBAR Report. Average institutional investor data from Wilshire TUCS is represented by the median total returns of master trusts — all plans, as of 12/31/20. The chart shown intends to demonstrate what Wilshire believes to be the effect of behavioral biases, including market timing, exhibited by retail investors. The reader should view these returns in consideration of other relevant additional factors and should not rely solely on performance data shown.

Past performance is not indicative of future results. All investing involves risk, including loss of principal.

Consider Nationwide ProAccount for a variety of life stages

Different ages, same risk profile:



Mary
Age 25, Moderate
Mary has many years until retirement and is somewhat comfortable with swings in the value of her account. She feels that she should take on some risk to help achieve her long-term growth goals.



Moderate



Nancy
Age 55, Moderate
Nancy started saving later in life and now has 10 years until retirement. She feels she should take on some risk to help grow her savings, knowing that may mean moderate swings in the value of her account.



Moderate

Same age, different risk profiles:



John
Age 40, Conservative
John has built the foundation for a significant nest egg and is on the path to provide most of his income in retirement. His goal is to preserve the value of his account, while recognizing that he still has many years until retirement.



Conservative



Dave
Age 40, Aggressive
Dave does not have other planned sources of retirement income. His goal is to maximize the growth of his account in the years up to retirement, knowing this may mean swings in his account value along the way.



Aggressive

■ Large Cap
 ■ Small Cap
 ■ International
 ■ Bonds
 ■ Real Estate Investment Trust

These are hypothetical examples provided to illustrate the various portfolio allocations available with Nationwide ProAccount. The portfolios shown may not reflect the actual allocations of a Nationwide ProAccount portfolio.

Is Nationwide ProAccount right for you?

If you answer “yes” to any of these questions, then Nationwide ProAccount may be a good choice:

- Do you sometimes find yourself overwhelmed by choosing investments and maybe even a little intimidated by the process?
- Would you feel more confident knowing that a respected investment management firm was managing your portfolio?
- Would it give you more confidence to know that professionals are making adjustments to your portfolio as needed to keep it in line with your objectives?



Ready to get started?

Nationwide ProAccount takes into account your age, personal tolerance for risk and retirement goals. To determine your risk profile, please answer the five questions below. Your answers will help guide how investments are selected for your retirement plan account and how your money is allocated across them.

Investor Profile Questionnaire

- A) Earning a return that allows my retirement savings to grow faster than the inflation rate (i.e., increased prices for goods and services) is one of my most important objectives.
- Strongly agree (7 pts)
 - Agree (5 pts)
 - Neutral (4 pts)
 - Disagree (3 pts)
 - Strongly disagree (1 pt)
- B) How would you describe your investment knowledge?
- Above average (7 pts)
 - Average (4 pts)
 - Below average (1 pt)
- C) I am willing to accept a potential short-term loss in exchange for a potential long-term gain.
- Strongly agree (7 pts)
 - Agree (5 pts)
 - Neutral (4 pts)
 - Disagree (3 pts)
 - Strongly disagree (1 pt)
- D) What is your primary investment goal?
- Maximize growth by obtaining the highest total return on investment (7 pts)
 - Obtain modest growth (5 pts)
 - Get a stable return on investment while preserving most of my invested capital (3 pts)
 - Avoid loss of initial investment value; current income is very important (1 pt)
- E) Which statement best describes your tolerance for risk?
- I am willing to accept substantial declines in portfolio value in order to achieve my investment goals (7 pts)
 - I can accept some declines in value in order to achieve my investment goals (4 pts)
 - I am not willing to accept any loss in portfolio value in order to achieve my investment goals (1 pt)

Please share your answers with your retirement plan professional.

Choose confidence

Follow these steps to put professional investment management to work for your retirement:

1. Complete the ProAccount Participant Agreement and Questionnaire, then sign and date it.
2. Read NIA's Form ADV Part 2A, 2B, Form CRS (Client Relationship Summary) and Privacy Notice, available at nationwide.com/proaccount.
3. Return your completed document to your Nationwide Retirement Specialist.

[DOCUMENTS]



Questions? Talk to your local Nationwide Retirement Specialist or call 1-855-463-4977.





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Monmouth County, NJ
457(b) Deferred Compensation Plan
Participation Agreement and Service Request

Personal Information

Plan Name: Monmouth County, NJ 457(b) Deferred Compensation Plan Plan ID: 0038732001

Name:

SSN: Date of Birth: Primary Phone:

Street Address:

City: State: ZIP:

Email:

How would you like to be contacted if additional information is required? Phone Email

Paperless Delivery Consent

Paperless Delivery: By providing your email address you are consenting to electronic (paperless) delivery of documents related to your retirement plan, e.g. - statements, confirmations, terms, agreements, etc. Check the box below if you would prefer to receive paper copies of the documents via U.S. Mail to the address provided above.

I do NOT consent to Paperless Delivery. Please provide the documents related to my retirement plan via U.S. Mail.

Deferral Election & Payroll Frequency

457(b) Pre-Tax \$ OR %

457(b) Roth* \$ OR %

Total \$ OR %

Start Contribution On (Pay Period):

*Contributions to Roth are made on a post-tax basis. Use whole percentages only; no decimals or fractions.

Payroll Frequency: Weekly Bi-Weekly Monthly

Semi-Monthly Other:

Enroll me in asset rebalancing. I agree to comply with and be bound by the terms and conditions of the service including any restrictions imposed by the investment options. I understand I can obtain more information about the service, its terms and conditions by contacting the Nationwide Service Center.

Automatic Contribution Increase (This election is voluntary)

I wish to participate in an annual automatic contribution increase. If selected, this increase will automatically occur annually as soon as administratively feasible for the date selected below. Increases can only occur for money source(s) (Pre-Tax and/or Roth) and mode(s) (\$ or %) that you are currently contributing. Please do not select a date of 02/29; if selected, Nationwide will process on 02/28.

I wish to stop my annual automatic contribution increase.

*Contributions to Roth are made on a post-tax basis. Use whole dollar amounts and percentages only; no decimals or fractions.

Beneficiary Designation

IMPORTANT NOTES:

- Beneficiaries listed below will replace any prior designation
Allocations must total 100% for each category of beneficiary
If you designate a single primary or contingent beneficiary and do not list a percentage, it will be designated as 100%

I have additional beneficiaries. If you want to designate more than the beneficiary(ies) here, you may attach a page with the additional beneficiary information. Allocations must still total 100% for each category.

Primary Beneficiary:

Full Name: Allocation: %

Relationship: SSN: Date of Birth:

Address: Phone:

Primary Beneficiary OR Contingent Beneficiary:

Full Name: Allocation: %

Relationship: SSN: Date of Birth:

Address: Phone:

Funding OptionsTarget Date Funds

- _____ % Vanguard Institutional Target Retirement 2015 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2020 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2025 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2030 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2035 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2040 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2045 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2050 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2055 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement 2060 Fund (Institutional Shares)
- _____ % Vanguard Institutional Target Retirement Income Fund (Institutional Shares)

International Stocks

- _____ % Columbia Emerging Markets Fund (Institutional 2 Class)
- _____ % Invesco Global Fund (Class Y)
- _____ % MFS International Intrinsic Value Fund (Class R4)

Small Cap Stocks

- _____ % ClearBridge Small Cap Growth Fund (Class IS)
- _____ % Columbia Small Cap Index Fund (Institutional 2 Class)
- _____ % Principal SmallCap Value Fund II (Class R-6)

Mid Cap

- _____ % American Century Mid Cap Value Fund (Class R6)
- _____ % Columbia Mid Cap Index Fund (Class A)

Large cap

- _____ % Columbia Dividend Income Fund (Institutional 3 Class)
- _____ % Columbia Large Cap Index Fund (Institutional 2 Class)
- _____ % Parnassus Core Equity Fund (Institutional Shares)
- _____ % Vanguard U.S. Growth Fund (Admiral Shares)

Balanced

- _____ % Fidelity Puritan^(R) Fund
- _____ % Vanguard Balanced Index Fund (Institutional Shares)
- _____ % Vanguard^(R) Wellesley^(R) Income Fund (Admiral^(TM) Shares)

Fixed/Cash

- _____ % Nationwide Fixed Account

_____ **100 % Total for both columns must equal 100%**¹

¹ I understand that if an allocation is made to a closed or unavailable investment option, the allocation will be made to the default option, the Vanguard Target Date Fund closest to the year the participant turns 65. I understand that if the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the Vanguard Target Date Funds. I understand that if the total investment option allocation is greater than 100%, my application will be rejected and my allocations will not be processed.

Authorization

- Please send me a copy of the informational brochure/prospectus(es).
- Please contact me regarding transferring my other pre-tax retirement plans.
- Please send me forms regarding the catch-up provisions.

I authorize my Employer to reduce my salary by the above amount which will be credited to my employer's Plan. The reduction will continue until otherwise authorized in accordance with the Plan. The withholding of my deferred amount and changes to deferral amounts generally are not allowed to take effect prior to the first day of the month subsequent to the month in which the change is requested. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short-term trading fee. Please read the underlying prospectuses carefully.

I have read and understand each of the statements on the front and back of this form, which have been drafted in compliance with the Internal Revenue Code. I accept these terms and understand that these statements do not cover all the details of the Plan or products.

Signature: _____ **Date:** _____

Retirement Specialist Name (Print): _____ Agent #: _____

Form Return

By mail: Nationwide Retirement Solutions
PO Box 182797
Columbus, OH 43218-2797

By fax: 1-877-677-4329

By email: rpublic@nationwide.com



Monmouth County, NJ
457(b) Deferred Compensation Plan
Memorandum of Understanding

Page 3 of 4

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:

1. I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document. The product information brochure and fund prospectuses are available upon request at nrsforu.com or by calling 1-877-677-3678.
2. The total annual deferral amount to all 457(b) plans is the lesser of the annual limit as specified under Code §457(e)(15) or 100% of includable compensation. See irs.gov for more information. This annual amount may increase each year depending on the effect of inflation. Under certain circumstances, additional amounts above the limit may be deferred into the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of Normal Retirement Age and did not defer the maximum amount in prior years. The Plan Document provides additional details about contribution limitations. Contributions in excess of maximum amounts are not permitted and will be considered taxable income when refunded. It is my responsibility to ensure my contributions do not exceed the annual limit.
3. Designated Roth contributions are made on an after-tax basis, which means they will not be subject to income taxes when distributed at a later time. As opposed to the withdrawal of earnings on pre-tax contributions, though, 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." In order to be a qualified distribution, the distribution must be made five or more years after January 1 of the first year the participant made Roth contributions to the Plan and must be made on or after the attainment of age 59½, 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 January 1 of the year of the first contribution to a designated Roth account. A non-qualified Roth distribution may result in an additional 10% early withdrawal tax on the portion of the distribution includable in gross income if made from rollovers to this Plan from a qualified plan or a 403(b) plan, and no statutory exceptions apply. Please note that once made, contributions and/or rollovers to a Roth account may not be reversed. In the event the participant desires to make contribution changes, only future contributions and/or rollovers can be redirected (contributed as pre-tax funds).
4. I may withdraw funds from the Plan only upon severance from employment; at age 70½ (if contributions have stopped); upon an unforeseeable emergency approved 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 into the Plan for two or more years. 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 Internal Revenue Code and applicable regulations, some of which are expressed in the Plan Document.
5. Generally, you must begin taking distributions from the Plan no later than April 1 following the year you reach age 70½ (or age 72 if born after June 30, 1949). If you continue to work for this employer beyond age 70½ (or age 72 if born after June 30, 1949), generally, your distributions must begin no later than April 1 following the year you separate from service or retire. Please consult the Plan Document for additional information. All distributions are taxable as ordinary income and subject to income tax in the year received. You must take distributions in a manner that satisfies the minimum distribution requirements of Section 401(a)(9) of the Code, which currently requires benefits to be paid at least annually over a period not to extend beyond your life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 50% federal excise tax.
6. The funds in my account may be eligible for rollover to a traditional IRA, Roth IRA or to an 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 Plan Administrator shall be responsible for those tax consequences.
7. I understand that all amounts contributed into the plan and earnings on the amounts contributed are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries until such time as the contributed amount is made available to the participant or beneficiary.
8. I understand that all products are optional.
9. I understand that I may make changes among the investment options within my account as frequently as daily, but any change may be subject to the restrictions of the Plan and/or the investment provider. Changes may be made by calling 1-877-677-3678 or logging on to nrsforu.com.
10. I understand I must contribute a minimum of \$20 per month into the Plan to satisfy minimum plan requirements.
11. I understand that certain changes will not be effective until they are processed in the Deferred Compensation Service Center and meet regulatory requirements, as applicable.
12. Participants enrolling or electing to increase 457(b) contributions must provide includable compensation data acceptable to Nationwide and notify Nationwide of any subsequent decrease in includable compensation.
13. I understand that if an allocation is made to a closed or unavailable investment option, the allocation will be made to the default option, the Vanguard Target Date Fund closest to the year that I turn 65. I understand that if the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the Vanguard Target Date Funds. I understand that if the total investment option allocation is greater than 100%, my application will be rejected and my allocations will not be processed.
14. The earliest your enrollment or contribution change can start is the first day of the next 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.

Auto Increase

I understand that the participant elected automatic contribution increase option is only available if offered by the Plan and, if offered, will not take place until I elect this option. By selecting the participant elected automatic contribution increase option, my payroll contributions will automatically increase annually for the money source(s), the date and by the dollar or percentage amount selected. I may stop the participant elected automatic contribution increase at any time by calling 1-877-677-3678 completing a new Participation Agreement, or accessing nrsforu.com. Increase requests that do not match the current source and mode as I am currently contributing will not be processed. A selected date of 02/29 will not be processed, and will be changed to 02/28.

Nationwide Fixed Account

1. A guaranteed interest rate is declared quarterly and credited daily which is not lower than the minimum annual rate. Nationwide may earn a spread on assets held in the Nationwide Fixed Account, which is reflected in the crediting rate. The spread represents the difference between what Nationwide earns on investments and what it credits to the Fixed Account as interest.

2. Exchanges or transfers may be made based upon one of the following options as chosen by your entity (employer).

Exchanges and/or transfers from the Fixed Account may be made up to 100% of my account value. The total of all participant exchanges and/or transfers shall not exceed 12% of the total amount held in the Deposit Fund for the entity (employer) under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfers will be permitted out of my Fixed Account for the remainder of the calendar year. I may elect up to four exchanges/transfers out of the Nationwide Fixed Annuity within a calendar year. Additionally, a 5-year exchange/transfer provision allows for the systematic movement of 100% of my account value out of the Fixed Account on a monthly basis over a 5-year period. If elected, I cannot defer, exchange, or transfer into my Fixed Account for the 5-year term without canceling the Provision.

Exchange: An exchange is the movement of money between the Nationwide Life Fixed Account and Variable Annuity options and/or between the funds in the Variable annuity option.

Transfer: A transfer is the movement of money between product providers within the same plan.

Asset Allocation Options

1. The asset allocation funds can be selected based on your personal objectives and risk tolerance. They are designed to provide asset allocation across several types of investments and asset classes. Therefore, in addition to the expenses of the asset allocation funds, you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds. The use of asset allocation does not guarantee returns or insulate you from potential losses.

2. If a contribution is posted to my account by way of default, I understand that contributions to my account will be invested in an Asset Allocation fund closest to the year in which I turn 65 based upon the following criteria:

<u>Birth Year Range</u>	<u>Target Date Fund</u>
1991 or after.....	Vanguard Target Retirement Fund 2060
1990 - 1986.....	Vanguard Target Retirement Fund 2055
1985 - 1981.....	Vanguard Target Retirement Fund 2050
1980 - 1976.....	Vanguard Target Retirement Fund 2045
1975 - 1971.....	Vanguard Target Retirement Fund 2040
1970 - 1966.....	Vanguard Target Retirement Fund 2035
1965 - 1961.....	Vanguard Target Retirement Fund 2030
1960 - 1956.....	Vanguard Target Retirement Fund 2025
1955 - 1951.....	Vanguard Target Retirement Fund 2020
1950 - 1946.....	Vanguard Target Retirement Fund 2015
1945 or before.....	Vanguard Target Retirement Income Fund

Mutual Fund Service Fee Payments Disclosure

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit nrsforu.com.

Endorsement Disclosure

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties, the United States Conference of Mayors, and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at nrsforu.com.

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 email 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 electronic 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 (877-677-3678) and requesting paper. You may opt out of electronic 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 Your Paperless Delivery Preferences

You are able to update your email 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.



Personal Information

Employer Name: _____ Employer Number: _____

Name: _____

Date of Birth: _____ SSN or Account Number: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

Email: _____

Plan Type

- 457(b) 401(a) 401(k) 403(b) IRA PEHP Plan All Retirement Plans

Advice Program Questionnaire

REQUIRED: Check a response for the following five questions:

- A. Earning a return that allows my retirement savings to grow faster than the inflation rate (i.e. increased prices for goods and services) is one of my most important objectives.
 - Strongly agree (7 points) Disagree (3 points)
 - Agree (5 points) Strongly Disagree (1 point)
 - Neutral (4 points)
- B. How would you describe your investment knowledge?
 - Above Average (7 points) Average (4 points) Below Average (1 point)
- C. I am willing to accept a potential short-term loss in exchange for a potential long-term gain.
 - Strongly agree (7 points) Disagree (3 points)
 - Agree (5 points) Strongly disagree (1 point)
 - Neutral (4 points)
- D. What is your primary investment goal?
 - Maximize growth by obtaining highest total return on investment (7 points)
 - Obtain modest growth (5 points)
 - Stable return on investment while preserving most of my invested capital (3 points)
 - Avoid loss of initial investment value; current income is very important (1 point)
- E. Which statement best describes your tolerance for risk?
 - I am willing to accept substantial declines in portfolio value in order to achieve my investment goals. (7 points)
 - I can accept some declines in value in order to achieve my investment goals. (4 points)
 - I am not willing to accept any loss in portfolio value in order to achieve my investment goals. (1 point)

Risk Tolerance Scoring

For each of your responses to the five questions in this Risk Tolerance section, please place the corresponding point value associated with your specific responses on the lines below:

- | | | |
|----------|--------------------|--------------|
| A: _____ | Scoring Key | |
| B: _____ | Conservative: | 5-15 points |
| C: _____ | Moderate: | 16-24 points |
| D: _____ | Aggressive: | 25-35 points |
| E: _____ | | |

Total (Sum): _____

Note: Investment advice for Nationwide ProAccount is provided to plan participants by Nationwide Investment Advisors, LLC, an SEC-registered investment adviser.

Authorization

By signing below, you hereby state that you have read, understood and agree to the terms set forth in the Agreement. You acknowledge having read NIA's Form ADV and Privacy Policy upon entering into this Agreement. Current versions of these documents are available online at nationwide.com/proaccountadv.jsp or by calling Nationwide at 877-677-3678. You represent that no markings, alterations or amendments have been made to the Agreement and acknowledge that any such modifications would not be binding on NIA.

You also understand you will be charged an annual Advice Program fee as outlined in the following schedule and on page 4 of this Agreement

Account Balance	Annual Program Fee
The first \$99,999.99	0.65%
The next \$150,000	0.60%
The next \$150,000	0.55%
The next \$100,000	0.50%
Assets of \$500,000 and above	0.45%

Moreover, by signing below, you represent and warrant that you are of full legal age in your state of residence.

Participant Signature: _____ **Date:** _____

Retirement Specialist Name: _____ **Date:** _____

Your ProAccount assets will be invested on the basis of any information you provide through Nationwide interactive online planning tools and financial risk tolerance questionnaire(s), so it is important for you to provide accurate information. Promptly notify NIA in the event of any significant changes in your financial circumstances, risk tolerance or retirement objectives.

Things to Remember

- Review the Participant Agreement on pages 3 - 8.
- Complete all of the sections in the Personal Information section of this booklet on page 1.
- Complete the Questionnaire on pages 1-2 in its entirety, and remember to sign and date the Authorization section.
- Send in pages 1-2 and any other relevant documentation in the business reply envelope included with this kit.



Nationwide ProAccount Participant Agreement & Questionnaire

Nationwide Investment Advisors, LLC ProAccount Participant Agreement

This Agreement is entered into between Nationwide Investment Advisors, LLC, (“NIA”) an Ohio limited liability company, and the undersigned participant (“Participant” or “you”) regarding your participation in NIA’s ProAccount advisory program (“Advice Program”).

The Advice Program is a discretionary managed account service offered by NIA, an investment adviser registered with the Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940, as amended (“Advisers Act”), to participants in deferred compensation and other employee benefit plans that utilize services and products offered by Nationwide Retirement Solutions, Inc. and its affiliated companies (the “Nationwide Retirement Program”) who desire professional guidance in managing their self-directed deferred compensation and/or certain other employee benefit plan accounts. The Advice Program offers individualized investment advice using an investment process developed and maintained by an independent financial expert (“IFE”).

The terms and conditions for the Agreement are as follows:

I. DESCRIPTION OF ADVICE PROGRAM AND FEES

Program Requirements

Under the Advice Program, the IFE develops and maintains managed account portfolios (“Portfolios”) based on all eligible investment options available under your retirement or other employee benefit Plan’s menu of investments (“Advice Program Investments”). In addition, your plan may offer investment options other than Advice Program Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds (collectively, “Non-Advice Program Investments”), which will not be considered by the IFE in the development of Portfolios.

In order for your plan assets to be eligible for management under the Advice Program, they must be invested in mutual funds or variable insurance sub-accounts at the time you enroll in the Advice Program. NIA reserves the right, subject to plan sponsor direction, to make additional investment types eligible for inclusion as ProAccount Investments. You hereby acknowledge that any employer-directed assets or assets held in self-directed brokerage accounts are not eligible for the Advice Program and will remain invested in their current manner until further action is taken by you or your employer.

While enrolled in the Advice Program, your Advice Program Investments will be managed by NIA and you will not be able to make investment allocation changes to your Advice Program Investments, including fund-to-fund transfers, changes to fund allocations, or utilization of automatic rebalancing. Once enrolled, you retain full inquiry access to your plan account and you may still request and be approved for loans, if available in your plan, and take applicable distributions.

Investor Profile

As part of this Agreement and in conjunction with opening an Advice Program account (“Advice Program Account”), you will fill out the Advice Program questionnaire (“Questionnaire”) with the assistance of a NIA representative or a third party representative performing non-advisory services in support of the Advice Program. This Questionnaire is a tool developed by the IFE to help identify your risk tolerance, investment horizon, and retirement objectives, as well as to indicate any reasonable restrictions you may wish to place on the management of your Advice Program Account assets (“Advice Program Assets”). Information you provide through Nationwide interactive online planning tools and financial risk tolerance questionnaire(s) may be used by NIA and the IFE to further refine your investor profile, to the extent it is determined to be reasonable and complete.

Changes in Your Financial Situation

Since your ProAccount Assets will be invested on the basis of any information you provide through Nationwide interactive online planning tools and financial risk tolerance questionnaire(s), it is important for you to provide accurate information. Promptly notify NIA in the event any significant changes to your financial circumstances, risk tolerance or retirement objectives. At least annually, NIA will contact you to determine any changes to your personal or financial situation that may affect your investment profile. You will be solely responsible for notifying NIA of any material changes in your financial situation which may affect your responses to the Questionnaire. NIA will not independently verify any information you provide in response to the Questionnaire.



Nationwide ProAccount Participant Agreement & Questionnaire

Acceptance of Agreement

Once you sign this Agreement, the effective date of this Agreement will be the date of acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. You acknowledge that NIA cannot begin managing your Advice Program Account until NIA receives all required documents in good order, as determined by NIA in its sole discretion, and has accepted this Agreement. Collection and processing of the required documentation may delay the acceptance of this Agreement. This Agreement shall continue in effect until it is terminated in accordance with the Termination section below.

Annual Fee

You will be charged an annual Advice Program fee (“Advice Program Fee”) as outlined in the following schedule:

Account Balance	Annual Program Fee
The first \$99,999.99	0.65%
The next \$150,000	0.60%
The next \$150,000	0.55%
The next \$100,000	0.50%
Assets of \$500,000 and above	0.45%

In some cases, participants may be able to select ProAccount in multiple retirement plans offered by the same plan sponsor. Where this occurs and subject to the following restrictions, the aggregate account balances may be used to achieve a lower percentage fee based on the participant’s total assets in ProAccount. The restrictions include (i) the fee structure across the multiple plans must be exactly the same in terms of percentage fee and breakpoint tiers; and, (ii) the participant’s retirement plan accounts must be under the same participant identification code in the NRS Retirement Program record-keeping system, and, (iii) the participant’s retirement plan accounts must be combined in a single account statement generated from the NRS Retirement Program record-keeping system. The ProAccount Fee will be withdrawn on a pro rata basis among the Participant’s account in the separate plans.

The Advice Program Fee is separate from the fees and expenses charged by investment options offered through your plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that you or your plan may incur through the Nationwide Retirement Program. The Advice Program Fee shall be calculated daily based on the market value of your Advice Program Account and payable quarterly, in arrears. NIA provides a trial period for new Participants enrolled in ProAccount. If terminated within the trial period, no ProAccount Fees will be charged to your account. Once the applicable trial period expires, active Advice Program Accounts will be charged the applicable ProAccount Fees, including the deferred trial period fees. Your initial Advice Program Fee shall be adjusted pro-rata based on the number of days in the calendar quarter that the Agreement is in effect. In the event this Agreement is terminated, either by you or by NIA, your Advice Program Fee for the final calendar quarter will be adjusted pro-rata based on the number of days in which your Advice Program Account is open. Advice Program Fees are not based upon a percentage of capital gains or capital appreciation within your Advice Program Account. The Advice Program Fee is subject to change. NIA reserves the right to offer certain plans discounted fees or other promotional pricing.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE for inclusion in the Portfolios. In addition, the IFE may select certain investment options for which an investment advisory affiliate of NIA acts as investment adviser. The IFE’s fees for services provided under the Advice Program are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments affiliates of NIA may receive from such investment options.

Certain Advice Program Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under the Advice Program may result in the imposition of redemption fees or trade restrictions on one or more investment options held in your plan. Any redemption fees will be deducted from your Advice Program Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your plan, please consult the individual fund prospectus or other investment option disclosure material.

You authorize your employer or its designee to deduct any and all Advice Program Fees, when due, from your Advice Program Account and to remit the appropriate fees as outlined above. Except to the extent that the Advice Program Fee owed by you may be automatically deducted from your Advice Program Account and paid directly to NIA, as described in this Agreement, NIA will not have custody or possession of, or any security or proprietary interest in, any Advice Program Assets.



Nationwide ProAccount Participant Agreement & Questionnaire

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy and Form ADV Parts 2A and 2B (“Form ADV”) before or at the time you enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information about the advice the IFE will provide and NIA will deliver, in addition to important information regarding the fees, risks and expenses associated with ProAccount. You acknowledge having received and reviewed these documents upon entering into this Agreement and understand that a current version of Form ADV is available free of charge online at nationwide.com/proaccountadv.jsp or by calling Nationwide at 877-677-3678.

You understand that the ProAccount fee is the amount set forth in the Annual Fee section of this Agreement. You represent that no markings, alternations or amendments have been made to the Agreement and acknowledge that any such modifications would not be binding on NIA.

Advice Program Accounts

The Advice Program is a managed account service designed for participants in the Nationwide Retirement Program who desire professional guidance in managing their accounts. Additionally, NIA offers the Advice Program through certain other employee benefit plans. Nothing in this Agreement is intended to restrict your rights under the Nationwide Retirement Program or applicable law

II. NIA'S RESPONSIBILITIES, REPRESENTATIONS AND ACKNOWLEDGMENTS

Role of Independent Financial Expert

Pursuant to the terms of a separate agreement between NIA and the IFE, NIA has hired an IFE to develop Portfolios and provide the advice that you will receive from NIA. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, with reasonable notice to you under the circumstances, and engage the services of a suitable replacement.

NIA will notify you of any proposed fee changes that may result if the IFE is replaced. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA.

The IFE is not a party to this Agreement, and there is no contractual relationship between you and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to you under the Advice Program is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify.

Appointment of NIA

You hereby appoint NIA to exercise discretionary authority to allocate and reallocate your Advice Program Account in order to implement individualized advice generated by the IFE, and NIA hereby accepts your appointment. NIA's authority under this Agreement will remain in effect until changed or terminated by you in writing pursuant to the termination provisions described in this Agreement.

NIA as Investment Adviser

NIA represents that it is registered as an investment adviser under the Advisers Act, and that its employees, agents and representatives that provide investment advisory services to you are registered as investment advisory representatives in states where applicable.

Under the Advice Program, NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in your Advice Program Account.

You understand that NIA provides investment management services for other clients and will continue to do so. You recognize that NIA and its personnel and affiliates may give advice or take action in performing duties to other clients, or for their own accounts, that differ from the advice given to or action taken for you. NIA is not obligated to buy, sell or recommend any security or other investment that it may buy, sell or recommend for any other client or for its own account. This Agreement does not limit or restrict in any way NIA from buying, selling or trading any securities for its own accounts.



Nationwide ProAccount Participant Agreement & Questionnaire

Confidentiality

NIA and its affiliates provide investment advisory and other financial services to other clients. If, in the course of these other activities, NIA or its affiliates come into possession of confidential information, none of them may divulge or act on this information for you or any other client. In particular, if NIA or its affiliates, including Nationwide Financial Services, Inc., obtain information about an investment option that they may not lawfully use or disclose, you understand that NIA has no obligation to disclose the information to you or use such information for your benefit. Except as otherwise agreed in writing or as required by law, (i) NIA will keep confidential all information concerning your financial affairs; and (ii) you will keep confidential, except to the extent required by other financial and legal professionals, who are also bound by confidentiality requirements, to use such information for your exclusive benefit all investment advice furnished under this Agreement.

Termination of Agreement

This Agreement may be terminated at any time by any party without penalty upon reasonable advance written notice to the address provided below; provided, however, that this Agreement shall immediately terminate as may be required by law upon assignment (as defined in the Adviser's Act). Your request for termination will be processed no later than 5 business days of being received. NIA is entitled to any outstanding fees due NIA at the time of cancellation. Any termination by NIA or you will not, however, affect the liabilities or obligations of the parties incurred or arising from transactions regarding your Advice Program Assets initiated under this Agreement before such termination. In the event of your death during the term of this Agreement, upon NIA's receipt of proof of death, all investment advisory services shall cease. Also, this Agreement will automatically terminate upon notice from your Employer that your plan has withdrawn from the Advice Program, or upon termination of your plan's participation in the Nationwide Retirement Program. NIA also reserves the right to terminate this Agreement without prior notice if your Advice Program Account maintains a zero balance, or if no deferrals have been made for at least 90 days. You understand that upon termination of this Agreement your deferred compensation or other employee benefit plan account will remain invested in the Advice Program Investments last allocated by NIA until such time as you make changes to your account.

III. RISK ACKNOWLEDGMENT AND LIABILITY

No Guaranteed Performance

NIA uses reasonable care, consistent with industry practice, in providing services to you. As with the underlying investments in your account, the Advice Program involves investment risk and will not always be profitable. Investment return and principal will fluctuate with market conditions and you may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that you will achieve your retirement goals or anticipated performance. Any investment advice you receive with respect to this Agreement is rendered solely for your personal benefit, and not for the benefit of any other person, and shall relate only to your Advice Program Assets and will not apply to any other assets you may own.

Account Responsibility

Except as otherwise provided by law, NIA will not be liable to you for (a) any loss resulting from NIA following instructions provided by you or using obsolete, inaccurate or incomplete information furnished by you; (b) any act or omission of any third party, including a broker-dealer, custodian or other service provider; or (c) any act or omission by reason of negligence by any other party in performing its obligations hereunder.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights you have under those laws.

IV. MISCELLANEOUS

USA PATRIOT Act Requirements – In accordance with the requirements of the USA PATRIOT Act and the Bank Secrecy Act, as well as other applicable laws (hereinafter “the Laws”), you (1) agree to provide, upon request, valid identification as to your person or entity; (2) warrant that the source of funds used are not a part of, or derived from an illegal activity or scheme; (3) shall not use this Program as a part of an illegal activity or scheme; and (4) understand that NIA will monitor your Advice Program Account for compliance with the Laws and take appropriate actions as required by the Laws.

Agreement Assignment – Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party’s prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Governing Law – This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the Securities and Exchange Commission, as applicable.

Severability – If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall continue in full force and effect. If any provision of this Agreement is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision will be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue and remain in full force and effect.

Right of Refusal – NIA reserves the right to refuse to accept this Agreement in its sole discretion and for any reason.

Headings – All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver of Agreement – No term or provision of this Agreement may be waived or modified unless done so in writing and signed by the party against whom such waiver or modification is sought to be enforced. NIA’s failure to insist at any time on strict compliance with this Agreement or with any of the terms under this Agreement or any continued course of such conduct on its part will in no event constitute or be considered a waiver by NIA of any of its rights or privileges.

Survival – All terms and provisions of this Agreement, including without limitation: “Termination of Agreement,” Risk Acknowledgment and Liability,” and “Miscellaneous,” which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Binding Effect – This Agreement shall be binding upon, and to the extent herein permitted, to inure to the benefit of the heirs, executors, successors, representatives, administrators and rightful assigns of a party.

Entire Agreement – This Agreement together with all contemporaneous Exhibits constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous discussions, representations, understandings and agreements, whether written or oral, between the parties related to the subject of this Agreement.

Amendment – This Agreement may be amended by NIA upon 30 days prior written notice to you and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

Force Majeure – No party to this Agreement will be responsible for delays resulting from acts beyond the reasonable control of such party, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder as soon as practicable as soon as such causes are avoided, rectified or removed.



Nationwide ProAccount Participant Agreement & Questionnaire

Notices - Any notice, instruction and/or other communication contemplated by this Agreement shall be in writing and be will be delivered by U.S. mail, overnight courier, or facsimile in each case prepaid. All such communications shall be addressed to NIA at the address set forth below and to the Advice Program Account holder at the address provided in the Advice Program questionnaire (or to such other addresses as the parties may specify to one another in writing).

Nationwide Investment Advisors, LLC
Attention: Nationwide ProAccount
P.O. Box 183192, Mail Stop: 5-05-201J
Columbus, Ohio 43218-3192
Phone: 888/540-2896 Fax: 877-677-4329
Notices will be deemed given upon dispatch.