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# **NACo Participation Agreement**

for 457(b) and 401(a) Plans



**Nationwide<sup>®</sup>**  
is on your side

# Things to Remember

- Complete all of the sections on the Participation Agreement that apply to your request.
- Remember to have the allocation of your funding options total 100%, in whole percentages, when completing the Funding Options section. If allocations do not total 100%, the remaining amounts will be considered to be not in good order, and you agree they will be allocated to the Nationwide® Money Market Fund (Prime Shares).
- For your beneficiary designation, the percentage split must total 100% for each category of beneficiary.
- Complete the Authorization section, and remember to sign and date this Participation Agreement.
- Enclose the completed Participation Agreement, and any other documentation in the business reply envelope included with this booklet.
- Earnings from designated Roth contributions may be subject to income taxes and penalties upon distribution if the distribution is deemed to be non-qualified. A qualified distribution is one that the contributions are held in the Designated Roth account for 5 consecutive tax years and the participant is at least age 59 ½, has become disabled or has died. In addition, Designated Roth accounts which are rolled over into this account may be subject to income taxes and penalties if they are deemed non-qualified. Designated Roth contributions are generally not subject to income taxes or penalties.
- Your Plan may permit you to contribute additional funds as a “catch-up” contribution during the last three years preceding the normal retirement age under the Plan. If you would like to receive paperwork to take advantage of the catch-up provision, please check the appropriate box in the authorization section on page four.
- Your employer will specify the amount of 414(h) Pickup contributions (401(a) only). 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.

**Please return the completed application to:**

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

Fax: 877-677-4329

Please note that the information provided on this Participation Agreement will supercede any prior information provided, such as allocations, contribution amounts, contribution types (except Mandatory Employee Contribution) and/or beneficiary information.



# NACo Participation Agreement for 457(b) and 401(a) Plans

## Personal Information

457(b) Plan Name:	457(b) Plan ID:
401(a) Plan Name:	401(a) Plan ID:
Name:	Social Security Number:
Date of Birth:	Date of Hire:
Address:	City, State, & ZIP:
Home Phone Number:	Work Phone Number:
Email Address:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

## Paperless Delivery Consent

**Paperless Delivery:** By providing your email address you are consenting to receive statements, confirmations, terms, agreements and other information provided in connection with your retirement plan electronically. Unless you choose to have statements, account documents and other documents sent in connection with your retirement plan delivered via US Mail to the mailing address of record by checking the box below, these documents will be made available to you electronically.

I wish to receive my statements and account documents via US Mail.

## Contribution Summary & Payroll Frequency

	Dollar Amount* OR Percentage*	
Contribution Amount - 457(b) Pre-Tax	\$	%
Contribution Amount - 457(b) Roth**	\$	%
Contribution Amount - 401(a) Pre-Tax Employee Mandatory Contribution***	\$	%
<b>Total</b>	<b>\$</b>	<b>%</b>

**NOTE:** All increases, decreases and suspensions will be implemented no sooner than the first payroll of the month following the change. Please remember to check your paystub to confirm your selected contributions are accurately reflected and being processed.  
 \*Check with your employer on whether your plan offers deferrals in percentages, dollar amounts or both.  
 \*\*May not be offered by your plan. Roth contributions are made on an after-tax basis.  
 \*\*\*Employee Mandatory Contribution (401(a) only) is a one time election stated in the Plan Document. This election is irrevocable and must be made before the participant's first entry date.

Start Contribution on: \_\_\_\_\_ (MM/DD/YYYY)

Payroll Frequency:  Weekly  Monthly  Semi-Monthly  Bi-Weekly  Other: \_\_\_\_\_

## Beneficiary Designation

Check here if this is a change of beneficiary. (Beneficiaries listed below replace any prior designation)

**PLEASE NOTE:** Percentage split must total 100% for each category of beneficiary.

If additional space for beneficiaries is required, attach additional sheets and mark this box:

**Primary Beneficiary(ies) (must total 100%):**

Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:

**Contingent Beneficiary(ies) (must total 100%):**

Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:

## Funding Options

Pre-tax and Roth contributions will use the same investment options and allocation. If you wish to have different selections, contact a Customer Service Representative at 1-877-677-3678.

<b>Nationwide® Target Destination Series</b>		<b>Mid Cap</b>	
_____ %	Nationwide® Destination 2015 Fund (Institutional Service Class)	_____ %	American Century Vista Fund (Investor Class) <sup>5</sup>
_____ %	Nationwide® Destination 2020 Fund (Institutional Service Class)	_____ %	JP Morgan Mid Cap Value Fund (Class A)
_____ %	Nationwide® Destination 2025 Fund (Institutional Service Class)	_____ %	Nationwide® Diverse Managers Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2030 Fund (Institutional Service Class)	_____ %	Nationwide® Mid Cap Market Index Fund (Class A)
_____ %	Nationwide® Destination 2035 Fund (Institutional Service Class)	_____ %	Neuberger Berman Equity Funds * - Genesis Fund (Trust Class)
_____ %	Nationwide® Destination 2040 Fund (Institutional Service Class)	_____ %	Wells Fargo Advantage Funds - Discovery Fund (Administrator Class) <sup>5</sup>
_____ %	Nationwide® Destination 2045 Fund (Institutional Service Class)	<b>Large Cap</b>	
_____ %	Nationwide® Destination 2050 Fund (Institutional Service Class)	_____ %	American Century Growth Fund (Investor Class)
_____ %	Nationwide® Destination 2055 Fund (Institutional Service Class)	_____ %	American Century Value Fund (Investor Class)
_____ %	Nationwide® Destination 2060 Fund (Institutional Service Class)	_____ %	American Funds - The Investment Company of America (Class A) <sup>1,3</sup>
<b>Nationwide® Investor Destinations Series</b>		_____ %	Dreyfus Appreciation Fund Inc.
_____ %	Nationwide® Investor Destinations Aggressive Fund (Service Class)	_____ %	Edgar Lomax Value Fund
_____ %	Nationwide® Investor Destinations Moderate Aggressive Fund (Service Class)	_____ %	Fidelity Contrafund <sup>2,3</sup>
_____ %	Nationwide® Investor Destinations Moderate Conservative Fund (Service Class)	_____ %	Fidelity Equity-Income Fund <sup>3</sup>
_____ %	Nationwide® Investor Destinations Conservative Fund (Service Class)	_____ %	Fidelity OTC Portfolio <sup>3</sup>
<b>International</b>		_____ %	Nationwide® Fund (Institutional Service Class)
_____ %	American Century International Discovery Fund (Investor Class) <sup>5</sup>	_____ %	Nationwide® Growth Fund (Institutional Service Class)
_____ %	Invesco International Growth Fund (Class R5) <sup>5</sup>	_____ %	Nationwide® Large Cap Growth Portfolio
_____ %	MFS International Value Fund (Class R3) <sup>5</sup>	_____ %	Nationwide® S&P 500 Index Fund (Institutional Service Class)
_____ %	Nationwide® International Index Fund (Class A)	_____ %	Neuberger Berman Equity Trust Socially Responsive Fund (Investor Class)
_____ %	Oppenheimer Global Fund (Class A)	_____ %	S&P 500 Index Fund (Class E)
<b>Small Cap</b>		_____ %	T. Rowe Price Growth Stock Fund (Advisor Class)
_____ %	Nationwide® Variable Insurance Trust: Nationwide Multi-Manager NVIT Small Company Fund (Class 1)	_____ %	Invesco Growth & Income Fund (Class A) <sup>5</sup>
_____ %	Nationwide® Small Cap Index Fund (Class A)	<b>Balanced</b>	
_____ %	Nationwide® Small Company Growth Fund (Institutional Service Class)	_____ %	Fidelity Puritan Fund <sup>3</sup>
_____ %	Nationwide® U.S. Small Cap Value Fund (Institutional Service Class)	<b>Bonds</b>	
		_____ %	MFS High Income Fund <sup>4</sup> (Class A)
		_____ %	Nationwide® Bond Index Fund (Class A)
		_____ %	Nationwide® HighMark Bond Fund (Institutional Service Class)
		_____ %	PIMCO Total Return Fund (Class A)
		_____ %	Waddell & Reed Advisor High Income Fund (Class Y)
		<b>Fixed/Cash</b>	
		_____ %	Federated U.S. Government Securities Fund: 2-5 Years <sup>2</sup> (Institutional Shares)
		_____ %	Invesco Short Term Investment Trust Treasury Portfolio (Institutional Class) <sup>3</sup>
		_____ %	Nationwide® Money Market Fund (Prime Shares)
		_____ %	Nationwide® Fixed Account
		_____ %	Morley Stable Value Retirement Fund <sup>4</sup>

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

1. The Investment Company of America Funds are only available to plans that adopted the funds prior to July 1, 1994.

2. Fidelity Contrafund is only available to plans that adopted the fund prior to July 1, 1998.

3. This fund is in the Passage Series and may not be available in your plan. Please contact the Public Sector Service Center at [www.nrsforu.com](http://www.nrsforu.com) or 1-877-NRS-FORU (1-877-677-3678) or your local retirement specialist for details.

4. This fund is a non-annuity fund and may not be available in your plan. Please contact the Public Sector Service Center at [www.nrsforu.com](http://www.nrsforu.com) or 1-877-NRS-FORU (1-877-677-3678) or your local retirement specialist for details.

5. This fund may not be available in your plan. Please contact the Public Sector Service Center at [www.nrsforu.com](http://www.nrsforu.com) or 1-877-NRS-FORU (1-877-677-3678) or your local retirement specialist for details.

## 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 Provision.

I authorize my Employer to make the contribution(s) to the Plan in the amounts I have designated above. The contribution(s) will continue until otherwise authorized in accordance with the Plan. The withholding of my contribution(s) amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Public Sector Service Center in conjunction with the set-up time required by my payroll center. The contribution(s) is to be allocated to the funding options in the percentages indicated above. I understand some investment options may impose a short-term trading fee. I understand I should read the fund prospectuses carefully.

**I have read and understand the terms contained in this form, including the attached Memorandum of Understanding, which is incorporated herein.**

**I accept these terms and understand that these terms do not cover all the details of the Plan or products.**

Participant Signature:	Date:
Retirement Specialist Name (Print):	Agent #:

# 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](http://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 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 (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. The 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](http://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.
2. 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](http://www.nrsforu.com) or by calling 877-NRS-FORU (877-677-3678).
2. In general, distributions from the Plan must begin no later than the 1<sup>st</sup> 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.
4. 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.
5. Underlying investment options may be periodically changed or restricted.

# Memorandum of Understanding

6. 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](http://www.nrsforu.com). Options for investments may vary by the source of the money invested.
7. 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.
8. 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).
9. 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.
10. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
11. I will receive a statement of my account quarterly.
12. All telephone exchange requests will be recorded for the participant's protection.
13. 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.
14. If applicable, I understand that no changes will be effective until they are processed by NRS.
15. 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.

## NATIONWIDE LIFE FIXED ACCOUNT

1. A guaranteed interest rate is declared quarterly and credited daily which is not lower than the minimum annual rate.
2. 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.
3. Exchanges or transfers may be made based upon one of the following options, as chosen by the entity(employer).
  - a. Exchanges and/or transfers of money from the Fixed Account may be made no more than twice per year and may not exceed 20% of my Fixed Account value. Once the 20% limit has been reached, no further exchanges/transfers will be permitted out of my Fixed Account during the remainder of the calendar year. If my Fixed Account value is less than or equal to \$1,000, I can exchange/transfer out up to my entire account value. Each exchange/transfer will count toward the limitation of two exchanges/transfers out of the Fixed Account per 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 five-year period. If elected, I cannot contribute, exchange, or transfer into my Fixed Account for the 5 year term without canceling the provision.

**OR**

- b. Exchanges and/or transfers from the Fixed Annuity 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 five-year period. If elected, I cannot contribute, 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.

## NATIONWIDE LIFE VARIABLE ANNUITY CONTRACT

1. I understand that a variable Account Charge is deducted daily from the Variable Account. The Variable Account Charge is deducted daily in an amount not to exceed the following schedule:

Plan Assets	Variable Account Charge
0 - \$10 million. . . . .	0.95%
\$10 - \$25 million. . . . .	0.90%
\$25 - \$50 million. . . . .	0.80%
\$50 - \$100 million. . . . .	0.65%
\$100 - \$150 million. . . . .	0.50%
\$150 million. . . . .	0.40%

2. I understand that retirement income payments and termination values (if any), provided by the contract are variable when based on the investment experience of a separate account and are not guaranteed as to the dollar amount.

# Memorandum of Understanding

## **MORLEY STABLE VALUE RETIREMENT FUND**

1. The Morley Stable Value Retirement Fund is not a mutual fund.
2. I understand that an administrative fee is deducted daily from this investment option, not to exceed the Maximum Variable Account Annual Expense Fee chart above.
3. I understand that exchanges to competing investment options must be held in a non-competing investment option for a minimum of 90 days before I can subsequently transfer to a competing option.

## **ENDORSEMENT DISCLOSURE**

Nationwide offers 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 [www.nrsforu.com](http://www.nrsforu.com). Nationwide has endorsement relationships with the National Association of Counties, and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at [www.nrsforu.com](http://www.nrsforu.com).

## **CONSENT TO ELECTRONIC 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



**Nationwide<sup>®</sup>**  
is on your side