Nationwide Retirement Solutions

DEFERRED COMPENSATION PLAN PARTICIPATION AGREEMENT

❒ 457 Plan ❒ 401(a) Plan ❒ Both 457 Plan and 401(a) Plan

❒ Initial Enrollment ❒ Change in Contribution Amount ❒ Re-Enrollment

❒ Change of Address ❒ Beneficiary Change ❒ Name Change

____
NAME OF EMPLOYER/EMPLOYER

PARTICIPANT INFORMATION

Name ______________________________
Last First Middle

Address ______________________________
Number Street

____
City State Zip

Social Security No. ______________________________
Date of Birth ______________________________
Work Phone (_______)____________________
Home Phone (_______)____________________
Email Address ______________________________

The employer has established a deferred compensation plan for the benefit of its employees. The plan provides that eligible employees may elect to join and become a participant in the plan (subject to the limitations established in the plan of the employer) upon executing and filing a participation agreement with the employer. Participants may request a copy of the plan document from the employer.

CONTRIBUTION AMOUNT

		OLD	NEW
❒ 457 ❒ 401(a)	Pre-Tax	$ or % ________	$ or %_______
❒ 457 Roth*		$ or %________	$ or %_______
	Total	$ or % ________	$ or %_______

*May not be offered by your plan. Roth contributions are made on an after-tax basis.

Payday
❒ Weekly
❒ Biweekly
❒ Semimonthly
❒ Monthly

Starting ______/______/______

Includible Compensation $____________

Employee Number ________________________

Department ______________________________

INVESTMENT OPTION(S)

		Current	New
1. ________________________________(_______)		________%	________%
2. ________________________________(_______)		________%	________%
3. ________________________________(_______)		________%	________%
4. ________________________________(_______)		________%	________%
	TOTAL	________%	________%
		100	100

Current Prospectus Received
____
Initial

Pre-tax and Roth contributions will use the same investment election and allocation. If you wish to have different selections, contact a CSR at 1-800-769-4457.

*Please note: If the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the Liquid Savings Account. If the total investment option percentage is greater than 100%, your application will be rejected and your Participation Agreement will not be processed.

❒ 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 NRS Service Center.

Catchup Provision Utilized: ❒ No ❒ Yes (50 and over) If yes, provide Normal Retirement Age: __________________

DESIGNATION OF BENEFICIARY

I hereby designate the following as my beneficiary(ies) under the above named deferred compensation plan subject to my right to change this designation as provided in said plan.

Primary Beneficiary(ies)

1.
Beneficiary SS# ________________ Date of Birth __________
Name ________________________ Telephone # __________
Address ____
City ______________ State _____ Zip _________ _______%

2.
Beneficiary SS# ________________ Date of Birth __________
Name ________________________ Telephone # __________
Address ____
City ______________ State _____ Zip _________ _______%

Contingent Beneficiary(ies)

1.
Beneficiary SS# ________________ Date of Birth __________
Name ________________________ Telephone # __________
Address ____
City ______________ State _____ Zip _________ _______%

2.
Beneficiary SS# ________________ Date of Birth __________
Name ________________________ Telephone # __________
Address ____
City ______________ State _____ Zip _________ _______%

Liquid Savings and Certificate of Deposit products are FDIC insured to at least $250,000 per depositor. The Galliard Stable Value fund is a bank collective fund, trusteed by Norwest Bank of Minnesota, N.A. and managed by Galliard Capital Management, a wholly owned subsidiary of Norwest Bank of Minnesota, N.A. Mutual fund products and the Galliard Stable Value fund are not FDIC insured, are not deposits or other obligations of, or guaranteed by any bank, and are subject to investment risk.

I authorize my employer to reduce my salary by the above amount which will be credited to the public employee deferred compensation plan. The reduction will continue until otherwise authorized in accordance with the plan. The withholding of my contributed amount by my employer and its payment to the designated investment option(s) will be reflected as early as administratively practicable but not earlier than the first calendar month following the execution of this Participation Agreement. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short term trade 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 ARE INTENDED TO COMPLY WITH SECTION 457 OF 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 OF PARTICIPANT DATE PRINCIPAL SIGNATURE

______________________________ ______________________________
AUTHORIZED SIGNATURE/EMPLOYER DATE RETIREMENT SPECIALIST REP. #

DEFERRED COMPENSATION PLAN MEMORANDUM OF UNDERSTANDING

1. I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document. The annuities and fund prospectuses are available upon request at www.nationaldeferred.com or by calling 1-800-769-4457.

2. The total annual contribution amount to all 457(b) plans is the lesser of $17,500 or 100% of includible compensation. Under certain circumstances, additional amounts above the limit may be contributed 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 contribute the maximum amount in prior years. The Plan Document provides additional details about contribution limits. 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. Participants enrolling or electing to increase 457 contributions must provide includible compensation data acceptable to the plan administrator and notify the plan administrator of any subsequent decrease in includible compensation.

4. I understand that withdrawals from the Plan are limited. I may withdraw funds from the plan only upon severance from employment; at age 70 1/2 (if contributions have stopped); upon an unforeseeable emergency approved by the plan; or a one-time only 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. If my plan permits loans, I understand that the loan balance is due and payable in full upon severance of employment.

5. Generally, my distributions from the Plan must begin no later than April 1st following the year I attain age 70 1/2. If I work beyond age 70 1/2, generally, I may delay distributions no later than April 1st following the year I have a severance from employment or retire. All distributions are taxable as ordinary income and subject to income tax in the year received. All distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Section 401(a)(9), which currently require 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 the payment of 50% federal excise tax.**

6. The funds in my account may be eligible for rollover to a traditional or 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 understand that I should 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 administra tor 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, a custodial account or an annuity contract for the exclusive benefit of the plan participants and their beneficiaries.

8. I understand that I may make changes among the investment options within my account as frequently as daily, but any changes may be subject to the restrictions of the plan and/or the investment provider. Some mutual funds may impose a short term trade fee. I accept these restrictions as a condition of investing. Please read the underlying prospectuses carefully. Changes may be made by calling 1-800-769-4457 or by logging on to www.nationaldeferred.com.

9. Administrative charges may be deducted from my account. The amount and frequency of such charges are established and have been agreed to by the plan and are subject to change. I have been advised of the current plan charges.

10. It is my responsibility to report any changes that have occurred that affect my account (e.g. address or change in employment) and to update my beneficiary information as appropriate. Changes will only become effective when they are processed in the Deferred Compensation Service Center, but no sooner than is permitted by law.

11. Participation in the plan is voluntary, and it is my responsibility to determine which investment option(s) are best for me. Neither my employer nor the plan administrator is liable for losses I may incur due to fluctuations in the value of the investment options I have selected, the value of the default investment option if I fail to provide investment direction, the financial insolvency of the providers of those options, or any fees imposed by those options. I understand there is no assurance that the objective of any mutual fund will be obtained. I agree to read all prospectuses and other information prior to investing, and understand that some investment options include the risk of loss.

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

13. I agree to hold my employer, the plan, and the plan administrator harmless from liability for execution of transactions in accordance with instructions transmitted by telephone, the interactive Voice Response System or the Internet, when using my Personal Identification Number (PIN). This includes transactions that cannot be executed due to market trading suspensions, early market closing, fund suspending telephone trading privileges, or any market circumstances beyond the control of the plan or plan administrator.

14. I have read and understand the above considerations and recognize that they may change in the future. I will be notified of any major changes as required. I have been provided the applicable prospectus(es) and may request a copy of the plan document all of which provide additional details regarding the plan and investment options.

15. Annual recordkeeping fees and plan charges may be applicable. Please consult your Retirement Specialist for additional information.

16. 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 www.nrsforu.com.

17. Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have 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.

18. Nationwide Retirement Solutions receives administrative reimbursement fee payments of up to 0.80% of assets from Nationwide Bank for administration and record-keeping services of bank products. For additional information, please visit www.nrsforu.com.