

# ENROLLING IN THE NACo DEFERRED COMPENSATION PLAN IS VERY EASY!!

To better serve your needs when enrolling please complete the form as shown.

**Section I:** Always include your Social Security Number, Name, Home Address and all other identifying and contact information to help us correctly establish your new account. If you are reporting a change in your name, acceptable legal proof of the change must accompany this form. (E.g., Copy of marriage certificate, driver's license, order of legal name change from court).

**Section III, IV & V:** Mark the "Type of Request" and list the dollar amount you wish to change from (under "OLD") and the dollar amount you wish to change to (under "NEW"). Also, you may write in the date you wish to have your first contribution take effect. (Generally, contributions can start or increase no earlier than the first day of the month following the month this application is signed.) Not sure about the "Catch-Up"? Check your Plan Document for provisions or call us at 1-877-677-3678 for assistance.

**Section IX. Beneficiary Selection:** Be sure to complete this area. If you have more than two beneficiaries, you may include a signed attachment.

**Section II:** Please print the Employer (Plan) Number, Name and Address of your department and payroll contact information to ensure that your form will be sent to the proper payroll office. If you need assistance with this information, please call us at 1-877-677-3678.

**Section VI:** Please check the box that applies to how often you are paid.

**Section VII:** Note: You may consolidate other pre-tax retirement plan assets into your Deferred Compensation Plan. For more information, check the box to have a Direct Access Retirement Specialist contact you to discuss your options.

**Section VIII:** The Fund Section is only for new enrollments. We can help you select your fund choices. Call us at 1-877-677-3678.

**Signature Section:** To eliminate processing delays, please be sure to sign and date this form before mailing it. All unsigned forms will be returned to you for your signature.

Please keep the third copy of this form for your records.

Call us at 1-877-677-3678 for assistance.

Mail completed form to:

Nationwide Retirement Solutions, PO Box 182797, Columbus, OH 43218



**NACo MEMORANDUM OF UNDERSTANDING**

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 Disclosure Document and fund prospectuses are available upon request at [www.nrsforu.com](http://www.nrsforu.com) or by calling 1-877-NRS-FORU.
2. The total annual contribution amount to all 457(b) plans is the lesser \$16,500 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. Earnings from designated Roth contributions may be subject to income taxes and penalties unless the distribution is a qualified distribution. 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 59 1/2, has become disabled or has died. In addition, distribution of designated Roth accounts which are rolled over into this account may be subject to income taxes and penalties if they are not qualified distributions. Designated Roth contributions are generally not subject to income taxes or penalties. Please note, that once made, contributions and/or rollovers to a 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 severance from employment; at age 70 1/2 (if contributions have stopped); upon an unforeseeable emergency approved by the Plan; or I may take an 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, my distributions must begin no later than April 1st following the year I reach age 70 1/2. If I work beyond age 70 1/2, generally, my distributions must begin no later than April 1st following the year I have a severance from employment or retire. Please consult your plan document for further details. All distributions are taxable as ordinary income and subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Sec. 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 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 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. No more than 25% of total contributions can be used to purchase life insurance.
9. If the policy terminates due to insufficient premium, my continuing contributions will be credited to the annuity option(s) based on my then current allocation (unless I notify the Administrative Services Provider otherwise).
10. I understand that all products are optional and that underlying investment options may be periodically changed or restricted. The Life Insurance options are not available unless a non-life insurance option is also elected.
11. 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. Some mutual funds may impose a short term trade fee. Please read the underlying prospectuses carefully. Changes may be made by calling 1-877-NRS-FORU (1-877-677-3678) or logging on to [www.nrsforu.com](http://www.nrsforu.com). I understand that options can vary by source.
12. I understand I must contribute a minimum of \$20 per month into the Plan to satisfy minimum plan requirements.
13. I understand that no changes will be effective until they are processed in the Service Center.
14. Participants enrolling or electing to increase 457 contributions must provide includible compensation data acceptable to NRS and notify NRS of any subsequent decrease in includible compensation.
15. Availability of life insurance options and other investment options may vary by plan. 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 Nationwide® Money Market Fund. I understand that if the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the Nationwide® Money Market Fund. 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.

**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 your 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 contribution, 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 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 five-year period. If elected, I cannot contribution, exchange, or transfer into my Fixed Account for the 5-year term without cancelling 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	Maximum 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.

**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 Retirement Solutions, Inc. (Nationwide) makes payments to the National Association of Counties (NACo) and the NACo Financial Services Center Partnership (FSC) for services and endorsements that NACo provides for all its members generally related to Nationwide's products and services sold exclusively in public sector retirement markets. More detail about these payments is available at [www.nrsforu.com](http://www.nrsforu.com).

**MUTUAL FUND 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 [www.nrsforu.com](http://www.nrsforu.com).