

# Retirement Planning *101*

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Your guide to helping you prepare  
for a more secure retirement



# Let's get started.

**Your two major sources of income through retirement likely will be your retirement plan and Social Security benefits.**

On average, Social Security benefits will provide about 40% of what you need.<sup>1</sup> Experts suggest you may need 70-90% of your current income just to maintain your standard of living in retirement, so you may be looking at a gap between the income you need through retirement and what your Social Security may provide.<sup>2</sup>

However, few of us are “average.” Besides, you may want to consider:

- Increases in medical and long-term care costs
- Benefits not keeping up with inflation<sup>3</sup>
- Outliving your resources

All things considered, relying solely on Social Security benefits may lead to an income gap, especially in the latter years of retirement. Use this booklet to consider ways you can fill that gap before it starts — by saving every payday throughout your career.

<sup>1</sup> “Better Information on Income Replacement Rates Needed to Help Workers Plan for Retirement,” Government Accountability Office, [www.gao.gov/products/GAO-16-242](http://www.gao.gov/products/GAO-16-242) (March 2016); “Understanding the Benefits,” Social Security Administration, [www.ssa.gov/pubs/EN-05-10024.pdf](http://www.ssa.gov/pubs/EN-05-10024.pdf) (July 2017). Calculated as amount of pre-retirement income the GAO says an average person needs in retirement less the amount of income the SSA says Social Security replaces, on average.

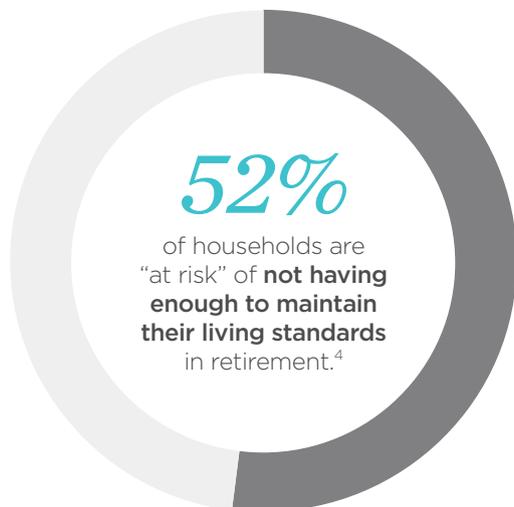
<sup>2</sup> “America’s Retirement Savings Crisis,” Jackson National, [www.jackson.com/financialfreedomstudio/articles/2018/01/americas-retirement-savings-crisis.html](http://www.jackson.com/financialfreedomstudio/articles/2018/01/americas-retirement-savings-crisis.html) (January 2018); “How Much Money Do You Need to Retire?” The Balance, [www.thebalance.com/how-much-money-do-you-need-to-retire-2466425](http://www.thebalance.com/how-much-money-do-you-need-to-retire-2466425) (August 2018); “How Much Money Do I Need to Retire?” AARP, [www.aarp.org/work/retirement-planning/info-2015/nest-egg-retirement-amount.html](http://www.aarp.org/work/retirement-planning/info-2015/nest-egg-retirement-amount.html) (accessed October 2018); “Retirement Planning Tips,” North American Securities Administrators Association, [www.nasaa.org/2232/retirement-planning-tips](http://www.nasaa.org/2232/retirement-planning-tips) (accessed October 2018); “Taking the Mystery Out of Retirement Planning,” Department of Labor, [www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/taking-the-mystery-out-of-retirement-planning.pdf](http://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/taking-the-mystery-out-of-retirement-planning.pdf) (December 2014).

<sup>3</sup> “Why Social Security’s annual increase doesn’t actually keep up with cost of living,” PBS NewsHour, [www.pbs.org/newshour/economy/making-sense/why-social-securitys-annual-increase-doesnt-actually-keep-up-with-cost-of-living](http://www.pbs.org/newshour/economy/making-sense/why-social-securitys-annual-increase-doesnt-actually-keep-up-with-cost-of-living) (October 2018); “Why Doesn’t My Social Security Benefit Keep Pace With Inflation?” The Motley Fool, [www.fool.com/retirement/2018/09/04/why-doesnt-my-social-security-benefit-keep-pace-wi.aspx](http://www.fool.com/retirement/2018/09/04/why-doesnt-my-social-security-benefit-keep-pace-wi.aspx) (September 2018); “Social Security’s COLA increase probably won’t help retirees much” MarketWatch, [www.marketwatch.com/story/social-securitys-cola-increase-probably-wont-help-retirees-much-2018-09-19](http://www.marketwatch.com/story/social-securitys-cola-increase-probably-wont-help-retirees-much-2018-09-19) (September 2018).

# Retirement *realities*

03

RETIREMENT *realities*



**\$275,000**

Amount a 65-year-old couple  
can expect in **total out-of-  
pocket health care expenses**  
through retirement.<sup>5</sup>

**90**

Age that an estimated  
**1 in 4 65-year-olds today  
will reach.** 1 in 10 are  
expected to live past 95.<sup>6</sup>



**10 minutes**

Time it takes to get an idea of your current retirement  
readiness using **My Interactive Retirement Planner<sup>SM</sup>**,  
available in the Learning Center of your Plan website.

<sup>4</sup> “National Retirement Risk Index,” Center for Retirement Research at Boston College, [crr.bc.edu/special-projects/national-retirement-risk-index](http://crr.bc.edu/special-projects/national-retirement-risk-index) (September 2016).

<sup>5</sup> “Retiree Health Care Costs Continue to Surge,” Fidelity Viewpoints (September 2017). Estimate based on a hypothetical couple retiring in 2017, with average life expectancies of 85 for a male and 87 for a female.

<sup>6</sup> Data compiled by the Social Security Administration (accessed October 2016). Average life expectancy for a male is 85 years; for a female, 87.

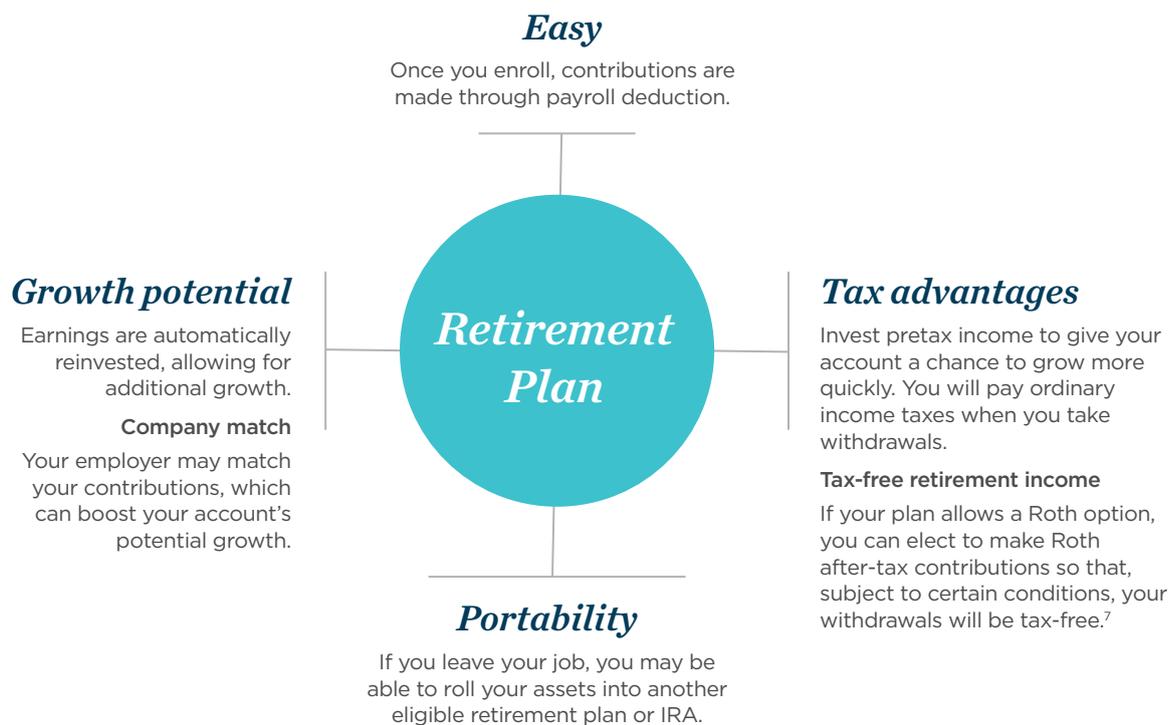
# Benefits of *plan participation*

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## Sometimes, less is more. Retirement is not one of those times.

Your Social Security benefits alone may not provide the income you may need through retirement. That's why your employer sponsors a retirement plan — a tax-advantaged long-term investment savings plan created specifically for employees like you.

### Why you should participate in the Plan:



**TIP:** Get to know My Interactive Retirement Planner<sup>SM</sup>, a powerful resource available on your Plan website. Within 10 minutes, you will understand why enrolling in your employer's retirement plan is so important.

<sup>7</sup> Under current tax law, withdrawals will be tax-free if the withdrawal is made on account of death, disability or attainment of age 59½, and the withdrawal is made five years or more after the January 1 of the first year a Roth contribution was made to the plan.

This information is general in nature and is not intended to be tax, legal, accounting or other professional advice. The information provided is based on current laws, which are subject to change at any time, and has not been endorsed by any government agency.



## The earlier you start saving, the less it may cost per pay period to reach your goal.

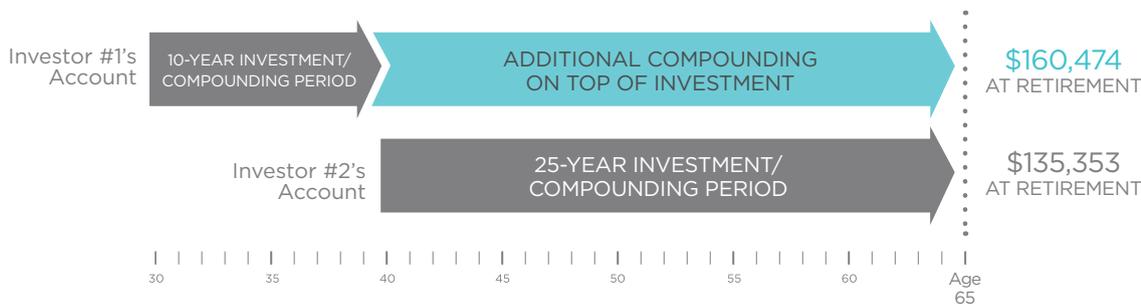
That's because your biweekly contributions and any earnings get continually reinvested. This process, called compounding, uses time to help your money make money for you. Like all investing strategies, compounding is not guaranteed to provide enough money through retirement. But it can be a powerful engine for potential asset growth, especially through long-term savings programs such as a retirement plan.

### The snowball effect of compounding

In the example below, Investor #1 invests \$2,000 per year beginning at age 30 and then stops investing after 10 years (\$20,000 total contribution). Although she's no longer contributing to the account, she leaves her money in the account to grow for an additional 25 years.

Investor #2 procrastinates and doesn't start investing until age 40. He contributes \$2,000 per year for a total of 25 years up until the day he retires (\$50,000 total contribution).

Although Investor #1 invested \$30,000 less than Investor #2, she ended up with a much higher account balance at retirement. That's because she gave her money 10 more years to grow.



This illustration is a hypothetical compounding calculation assuming a 7% annual rate of return. It is not intended to serve as a projection or prediction of the investment results of any specific investment. Investments are not guaranteed. Depending on your underlying investments, your return may be higher or lower. Interest compounded annually based on beginning-year contributions. No taxes or fees are reflected in this example, which would lower the results displayed.

Source: Nationwide® (2014).

# Get to know *investing*

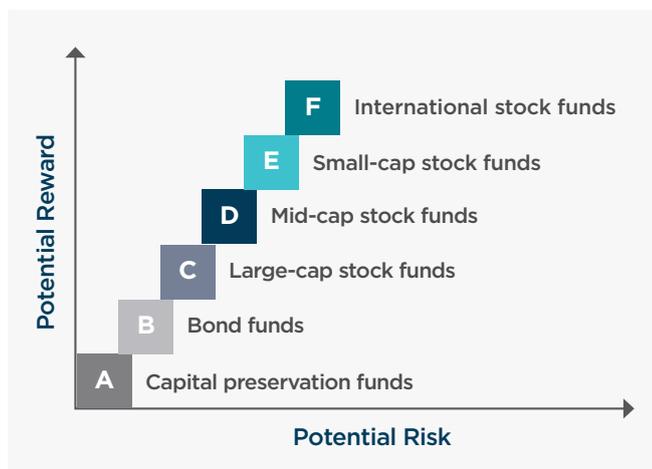
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## What funds should I invest in?

### That's a question only you can answer.

The core investment options in the retirement plan are mutual funds,<sup>8</sup> which are portfolios of underlying stocks, bonds and other investment options. Each fund is managed by a professional money manager and has a stated objective or investment style. Select funds to have a mix of asset classes that meet your personal criteria and to match your comfort with market risk.

For more information on specific investment options, go to [www.nationwide.com/investmentoptions](http://www.nationwide.com/investmentoptions) and enter your plan number <XXX.XXXXX>. Select Comparative Chart of Investment Options. Under each fund name, you can link to the prospectus and/or fact sheet.



Every investment has a risk level associated with it. That risk level generally corresponds with the likelihood of a reward, based on time and market conditions. The higher the risk, the greater the potential for growth, but at a higher risk of losing value. The lower the risk, the less the potential for return, but at a lower risk of losing value.

**A** **Capital preservation funds** invest primarily in options that can be turned into cash relatively easily. Returns may not keep pace with inflation, and may produce a negative rate of return when fund expenses are factored in.

**B** **Bond funds** tend to be categorized by the types of bonds the manager invests in. These funds have the same interest rate, inflation and credit risks associated with the underlying bonds owned by the fund.

**C** **Large-cap stock funds** tend to be dominated by well-established companies that may have less room to grow and, thus, may not have the same growth potential as mid- or small-cap funds.

**D** **Mid-cap stock funds** invest in midsized companies. These funds may have less liquidity than funds investing in larger, established companies, and may be subject to greater price volatility and risk than the overall stock market.

**E** **Small-cap stock funds** invest primarily in small companies. These funds may have less liquidity, may be subject to greater price volatility and may involve greater market risk than the overall market.

**F** **International stock funds** invest primarily outside of the United States, which involves risks not associated with investing primarily in the U.S., such as currency fluctuation, political instability, foreign regulations, differences in accounting and limited availability of information.

<sup>8</sup> Certain investment options may not be mutual funds. If so, the option(s) will be clearly defined with a stated investment purpose in a fact sheet available as described above.

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



## Find your comfort zone.

Depending on your age, risk tolerance, investing experience and personal preference, you may consider one of these investment strategies a good fit for you.

 <p><i>Help me do it</i></p>	 <p><i>Do it myself</i></p>	 <p><i>Do it for me</i></p>
<p>Select target date retirement fund</p>	<p>Select your investments from the options available through the Plan</p>	<p>Your retirement account investments are managed by professionals</p>
<p>Fund manager manages asset diversification to become more conservative as retirement year gets nearer</p>	<p>Manage your asset mix to achieve a comfortable balance of risk vs. growth potential</p>	<p>Your investment strategy is personalized to your Risk Profile and age</p>
<p>You may need to make adjustments to your investment strategy as your needs, projected retirement date or other personal factors change over time</p>	<p>Revisit your investment strategy as your needs change over time</p>	<p>Your investments are managed and adjusted over time and can be updated anytime your needs change</p>

Please remember there is no assurance that the investment objective of any fund (or that of any underlying fund) will be achieved, nor that a diversified portfolio will produce better results than a nondiversified portfolio. Asset allocation and diversification do not guarantee returns or insulate an investor from potential losses, including possible loss of principal.

Even with professional management, there is no guarantee that your investment objectives will be met. There is no guarantee that professional management of your retirement assets will provide enough income at or through retirement.

Target date funds are designed for people who plan to begin withdrawing money during or near a specific target date, such as at retirement. These funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. The Funds offer continuous rebalancing over time to become more conservative as investors approach their planned retirement date. In addition to the expenses of the target date funds, an investor is indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds. The principal value of the fund is not guaranteed at any time, including the target date.

# Finding your *investment strategy*

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Help me do it

## Choose convenience. Consider a target date fund.

Consider just one fund from the menu of target date retirement funds, which manage investment mix to become gradually more conservative as the retirement date described by the fund's name approaches. Because these funds are already diversified among asset classes to meet the fund's investment objectives, they are designed to be used as the sole investment vehicle for your Plan account.

Features and benefits	Target date fund
Simplifies investment decisions by allowing you to select one fund based on goals and needs	✓
Provides asset diversification by investing in a broad variety of asset classes in a single fund	✓
Attempts to maximize return at a risk level that is comfortable for you	✓
Manages investment mix to become gradually more conservative as the retirement date described by the fund's name approaches	✓
Potentially lowers overall cost by having some underlying assets in lower-cost index funds	✓

Because target date funds invest in other funds, investors pay a proportionate share of the costs and expenses of those funds. However, you can feel more confident about your investment decision because — in addition to the features and benefits above — the manager of the fund you select continually monitors the underlying funds and their managers.

Please remember there is no assurance that the investment objective of any fund (or that of any underlying fund) will be achieved, nor that a diversified portfolio will produce better results than a nondiversified portfolio. Diversification does not guarantee returns or insulate an investor from potential losses, including the possible loss of principal.

Target date funds typically use a strategy that reallocates equity exposure to a higher percentage of fixed investments over time. It's important to remember that no strategy can assure a profit or prevent a loss in a declining market. A target date fund's principal value is not guaranteed at any time, including the target date, and is not guaranteed to provide enough income through retirement.

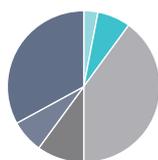


## To do it yourself, know your investing style

There's more than one way to get to retirement. Your primary goal might be to keep your risk low, or maybe you just want to maximize possible reward. Maybe you're concerned with how much time you have to save before you retire. That's why it's important to identify a personal investing style that can help you reach your specific goals.

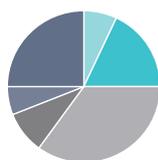
Take a look at the profiles below to see what fund mix might make sense for your portfolio. All the fund types are color-coded according to the previous Risk vs. Reward chart so you can see how risk and reward relate to aggressive, moderate and conservative profiles. For example: the Aggressive profile has more international funds, the Conservative profile has more bonds, and the other three profiles fall somewhere in between. You'll also see how time factors into things in the descriptions below the chart.<sup>9</sup>

	Aggressive	Moderately Aggressive	Moderate	Moderately Conservative	Conservative
International	33%	25%	20%	14%	9%
Small-cap	7%	6%	5%	3%	2%
Mid-cap	10%	9%	7%	6%	4%
Large-cap	40%	35%	28%	22%	15%
Bonds	7%	18%	28%	38%	39%
Capital preservation	3%	7%	12%	17%	31%



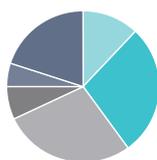
### Aggressive

Appropriate for an investor with both a high tolerance for risk and a long time horizon. The main objective of this portfolio is to provide high growth without providing current income.



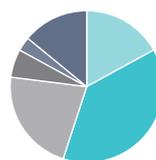
### Moderately Aggressive

Designed for an investor with a high tolerance for risk and a longer time horizon. This investor has little need for current income and seeks above-average growth from their investable assets.



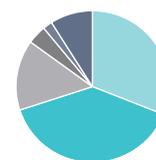
### Moderate

Best suits an investor who seeks relatively stable growth and a low level of income. The investor will have a higher tolerance for risk and/or a longer time horizon than a conservative or moderately conservative investor. The main objective is to limit fluctuations to less than those of the overall stock market.



### Moderately Conservative

Appropriate for an investor who seeks both modest investment value increases and income from their portfolio. This investor will have either a moderate time horizon or a slightly higher risk tolerance than someone who chooses a Conservative profile.

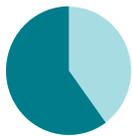


### Conservative

Designed for an investor with a low risk tolerance and/or a short time horizon. It is targeted toward the investor seeking stability and to preserve capital while providing income. Fluctuations in the value of these portfolios tend to be minor.

<sup>9</sup> The Asset Allocation Tool is provided for educational purposes only. It is not intended to provide personalized investment advice. The Tool, including the Investor Profile Questionnaire and Asset Mix Chart, is made available through license agreement between Wilshire Associates and Nationwide. The questionnaire does not consider all factors necessary in making an investment decision (e.g., personal and financial information and investment objective). In no way should the Asset Allocation Tool, the questionnaire or the chart be viewed as investment advice or establishing any kind of advisory relationship with Wilshire Associates. Wilshire Associates does not endorse and/or recommend any specific financial product that may be used in conjunction with the asset allocation models that are presented. Please consult with your financial professional and obtain the financial product's prospectus (or its equivalent) and read it carefully prior to investing.

## Can I have a professional manage my investments for me?



**60% of retirement plan participants wish it were easier to choose the right investments for their plan account.<sup>10</sup>**

Yes, the Nationwide ProAccount program is a managed account service designed to help take the guesswork out of retirement investing by providing professional management of your investments. It is offered by Nationwide Investment Advisors LLC (NIA), a registered investment adviser.

We've selected Wilshire Associates, a global investment management firm, to serve as the Independent Financial Expert (IFE) for the program. Wilshire is not affiliated with Nationwide, and its decisions are based on a rigorous, disciplined investment process that leverages its deep knowledge of markets and investment strategies.

### What NIA does:

- monitors the Independent Financial Expert (Wilshire)
- implements advice generated by Wilshire and monitors its investment strategies
- provides periodic communications and ongoing support

### What Wilshire does:

- researches strategies and asset classes to build asset allocation portfolios
- selects investments for the portfolios
- makes adjustments to help keep the portfolio in line with time horizons and market changes

### How does it work?

After completing the ProAccount Participant Agreement & Questionnaire, your retirement account will be allocated to a customized investment portfolio based on your age and personal tolerance for investment risk. We'll continue to research, select, monitor and adjust your investments for you over time. Working together, NIA and Wilshire can help you feel more confident about achieving your retirement investment goals. The annual fee for Nationwide ProAccount is detailed in the Participant Agreement.

### What are the benefits of using Nationwide ProAccount?

- Expertise from an institutional investment firm that researches and selects the funds for you based on your age and risk tolerance
- Your account is monitored and adjusted over time as market conditions warrant or your needs change
- 90-day trial period to try the service with no obligations — no minimum account balance or cancellation fee

*Consider letting Nationwide ProAccount provide professional management of your retirement plan investments.*

<sup>10</sup> "Inside the Minds of Plan Participants," AllianceBernstein, [www.alliancebernstein.com/investments/us/retirement/inside-the-minds-of-plan-participant.htm](http://www.alliancebernstein.com/investments/us/retirement/inside-the-minds-of-plan-participant.htm) (2015).

Nationwide Investment Advisors LLC (NIA) provides investment advice to plan participants enrolled in Nationwide ProAccount. NIA is an SEC-registered investment adviser.

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.

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

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

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## Your best resource is our people

Got a question? Need help with making account changes?  
Want to know more about a particular Plan option or service?

*Our mission is to help Americans prepare for and live in retirement.*

Contact your Nationwide Retirement Specialist, a Plan representative  
dedicated to helping you succeed through Plan participation.

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This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should discuss their specific situation with their financial professional.

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

My Interactive Retirement Planner<sup>SM</sup> is a hypothetical compounding example and is not intended to predict or project investment results of any specific investment. Investment return is not guaranteed and will vary depending upon your investments and market experience. Assumptions do not include fees and expenses. If fees were reflected, the return would be less.

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The Nationwide Group Retirement Series includes unregistered group fixed and trust programs. The unregistered group fixed are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company. Nationwide Investment Services Corporation (NISC), member FINRA, Columbus, Ohio. Nationwide Mutual Insurance Company and affiliated companies, home office: One Nationwide Plaza, Columbus, OH 43215-2220.

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PNM-15302AO-CK (11/18)



**City of Tampa**  
**Deferred Compensation Plan**  
 Participation Agreement & Service Request

**Personal Information**

Plan Name: City of Tampa Deferred Compensation Plan	Plan ID: 0039350001
Name:	SSN:
Date of Birth:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Address:	City, State, & ZIP:
Home Phone Number:	Work Phone Number:
Email Address:	

**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.

**Deferral Election & Payroll Frequency**

457(b) Pre-Tax	\$		Payroll Frequency:	Bi-Weekly
457 Roth	\$		Start Contribution On (Pay Period):	
<b>Total</b>	<b>\$</b>			

**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.

**Beneficiary Designation**

**Check here if this is a change of beneficiary.** (Beneficiaries listed below replace any prior designation)  
**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:	SSN:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:

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

Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:

## Funding Options

### Asset Allocation - Nationwide® Investor Destination Series

- \_\_\_\_\_ % Aggressive Fund (Service Class)  
 \_\_\_\_\_ % Moderately Aggressive Fund (Service Class)  
 \_\_\_\_\_ % Moderate Fund (Service Class)  
 \_\_\_\_\_ % Moderately Conservative Fund (Service Class)  
 \_\_\_\_\_ % Conservative Fund (Service Class)

### Asset Allocation - Nationwide® Target Destination Series

- \_\_\_\_\_ % Nationwide Destination 2015 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2020 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2025 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2030 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2035 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2040 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2045 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2050 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2055 Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Destination 2060 Fund (Inst'l Service Class)

### Asset Allocation - Vanguard Target Retirement Series

- \_\_\_\_\_ % Vanguard Target Retirement 2015 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2020 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2025 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2030 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2035 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2040 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2045 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2050 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2055 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2060 Fund (Investor Shares)  
 \_\_\_\_\_ % Vanguard Target Retirement 2065 Fund (Investor Shares)

### International

- \_\_\_\_\_ % INVESCO International Growth Fund (Class R5)  
 \_\_\_\_\_ % Nationwide® International Index Fund (Class A)  
 \_\_\_\_\_ % Oppenheimer Global Fund (Class A)

### Small Cap

- \_\_\_\_\_ % Nationwide Small Company Growth Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Small Cap Index Fund (Class A)  
 \_\_\_\_\_ % Nationwide US small Cap Value Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide® Variable Insurance Trust: Nationwide Multi-Manager NVIT Small Company Fund (Class I)

### Mid Cap

- \_\_\_\_\_ % JP Morgan Mid Cap Value Fund (Class A)  
 \_\_\_\_\_ % Nationwide® Mid Cap Market Index Fund (Class A)  
 \_\_\_\_\_ % Neuberger Berman Equity Trust: Genesis Fund (Trust Class)  
 \_\_\_\_\_ % Wells Fargo Advantage Discovery Fund Admin Cl

### Large Cap

- \_\_\_\_\_ % American Funds - The Growth Fund of America (Class R4)  
 \_\_\_\_\_ % American Century Growth Fund (Investor Class)  
 \_\_\_\_\_ % American Century Value Fund (Investor Class)  
 \_\_\_\_\_ % Dreyfus Appreciation Fund Inc.  
 \_\_\_\_\_ % Fidelity Contrafund  
 \_\_\_\_\_ % Nationwide® Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide Dynamic U.S. Growth Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Nationwide® Large Cap Growth Portfolio  
 \_\_\_\_\_ % Nationwide® S&P 500 Index Fund (Inst'l Service Class)  
 \_\_\_\_\_ % Neuberger Berman Sustainable Equity Fund (Investor Class)  
 \_\_\_\_\_ % T. Rowe Price Growth Stock Fund (Advisor Class)  
 \_\_\_\_\_ % INVESCO Growth & Income Fund (Class A)

### Balanced

- \_\_\_\_\_ % American Funds-The Income Fund of America (Class R4)

### Bonds

- \_\_\_\_\_ % Nationwide® Bond Index Fund (Class A)  
 \_\_\_\_\_ % PIMCO Total Return Fund (Class A)  
 \_\_\_\_\_ % Waddell & Reed Advisor High Income Bond Fund (Class Y)

### Fixed/Cash

- \_\_\_\_\_ % Nationwide® Government Money Market Fund (Investor Class)  
 \_\_\_\_\_ % Nationwide® Fixed Annuity Contract  
 \_\_\_\_\_ % Morley Stable Value Retirement Fund

**100% Total for both columns must equal 100%<sup>1</sup>**

1. If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option. Vanguard Target Retirement Fund - Investor Shares is your plan default fund and your age-appropriate Target date fund will be selected. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to the Vanguard Target Retirement Fund - Investor Shares.

## 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 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 Plan Administrator in conjunction with the set-up time required by my payroll center. 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 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.**

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

## Form Return

**By mail:** Nationwide Retirement Solutions, PO Box 182797, Columbus, OH 43218-2797 **By fax:** 877-677-4329  
 2 DC-4477 (10/2018) For help, please call 877-NRS-FORU tampadeferredcomp.com



## City of Tampa 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(s). Any product informational brochures, fund prospectuses, and/or other information are available by calling 877-NRS-FORU (877-677-3678) or logging on to [tampadeferredcomp.com](http://tampadeferredcomp.com).
2. The total 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 [irs.gov](http://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.
3. I may withdraw funds from the Plan only upon severance from employment; at age 70½ (if deferrals 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 deferred 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.
4. My distributions must begin no later than April 1<sup>st</sup> following the year I reach age 70½. If I work beyond age 70½, my distributions must begin no later than April 1<sup>st</sup> 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. 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.
5. The funds in my account may be eligible for rollover to a traditional 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.
6. I understand that all amounts deferred into the plan and earnings on the amounts deferred 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 deferred amount is made available to the participant or beneficiary.
7. I understand that all products are optional.
8. 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 Administrator, the investment provider, and/or as may be required by law. Changes may be made by calling 877-NRS-FORU (877-677-3678) or logging on to [tampadeferredcomp.com](http://tampadeferredcomp.com).
9. I understand I must defer a minimum of \$20 per month into the Plan to satisfy minimum plan requirements.
10. I understand that no changes will be effective until they are processed in the Deferred Compensation Service Center.
11. Participants enrolling or electing to increase 457(b) deferrals must provide includible compensation data acceptable to NRS and notify NRS of any subsequent decrease in includible compensation.
12. I understand that if an allocation is made to a closed or unavailable investment option, the allocation will be made to the default option, Vanguard Target Retirement Fund - Investor Shares. If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option, Vanguard Target Retirement Fund - Investor Shares. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to Vanguard Target Retirement Fund - Investor Shares.

### Mutual Fund Options

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. The value of amounts allocated to mutual fund options will vary depending upon the value of the chosen mutual funds and could result in either a gain or loss. I have received and reviewed the participating fund prospectuses.
3. The earnings credited to money market fund accounts, if available, change on a daily basis. Neither the interest rate nor the principal is guaranteed.
4. I understand that pursuant to the Plan Document, deferred amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended.
5. I understand that an administrative expense fee is deducted daily from the plan account. The expense fee that is deducted is 0.00% per year.

# City of Tampa Memorandum of Understanding

## Nationwide Fixed Account

A guaranteed interest rate is declared quarterly and credited daily which is not lower than the minimum annual rate.

Exchanges or transfers may be made as follows.

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 Account 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 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 Fixed and Variable Account 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.

## Default Target Date Funds

Birth Year Range	Target Date Fund	Ticker
Pre - 1955	Vanguard Target Retirement 2015 Fund - Investor Shares	VTXVX
1956 - 1960	Vanguard Target Retirement 2020 Fund - Investor Shares	VTWVX
1961 - 1965	Vanguard Target Retirement 2025 Fund - Investor Shares	VTTVX
1966 - 1970	Vanguard Target Retirement 2030 Fund - Investor Shares	VTHRFX
1971 - 1975	Vanguard Target Retirement 2035 Fund - Investor Shares	VTTHX
1976 - 1980	Vanguard Target Retirement 2040 Fund - Investor Shares	VFORX
1981 - 1985	Vanguard Target Retirement 2045 Fund - Investor Shares	VTIVX
1986 - 1990	Vanguard Target Retirement 2050 Fund - Investor Shares	VFIFX
1991 - 1995	Vanguard Target Retirement 2055 Fund - Investor Shares	VFFVX
1996 - 2000	Vanguard Target Retirement 2060 Fund - Investor Shares	VTTSX
2001- after	Vanguard Target Retirement 2065 Fund - Investor Shares	VLXVX

## Mutual fund payments 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 [tampadeferrredcomp.com](http://tampadeferrredcomp.com).

## Enrollment disclosure

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.

## Endorsement disclosure

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

## Changing your email address and paperless delivery preferences

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

## Your right to revoke consent

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



## Authorization

By signing below, you hereby state that you have read, understood and agree to the terms set forth in the Agreement, including the Arbitration Clause. 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](http://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

<b>Account Balance</b>	<b>Annual Program Fee</b>
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:	Agent Number:

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:

<b>Account Balance</b>	<b>Annual Program Fee</b>
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](http://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, and except for any fiduciary breaches, NIA will not be liable to you for (a) any loss incurred by reason of negligence regarding any decision, act or omission made or taken with the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity would use; (b) any loss resulting from NIA following instructions provided by you or using obsolete, inaccurate or incomplete information furnished by you; (c) any act or omission of any third party, including a broker-dealer, custodian or other service provider; or (d) any act or omission by reason of negligence by your employer in performing its obligations here under.

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,” “Miscellaneous,” and “Arbitration,” 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.

### Arbitration

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include at least one arbitrator who was or is affiliated with the securities industry.
- Any dispute will be heard before the American Arbitration Association in accordance with its Commercial Arbitration Rules and Supplemental Procedures for Securities Arbitration.

You agree that any controversy arising from or relating to this Agreement (including any controversy between NIA and you or your agents, representatives, or employees), arising from or relating to any account of or for you, any transaction with or for you, or the construction, performance, breach or enforcement of this Agreement or any other agreement between you and NIA, whether entered into before or after the date hereof, will be submitted to and settled by binding arbitration in accordance with the Commercial Arbitration Rules and Supplemental Procedures for Securities Arbitration of the American Arbitration Association. The award of the arbitrators, or of the majority of them, will be final, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action and who is a member of a putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) you are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Please note, nothing herein shall constitute a waiver or limitation of any rights that you may have under any federal and/or state securities laws or regulations, and any state insurance laws and regulations.**