

**Plan Type**Please Select One: ☐ NACo ☒ USCM ☐ IAFF-FC Program ☐ OtherPlease Select One: ☐ 457(b) ☒ 401(a) ☐ 401(k) ☐ 403(b) ☐ OBRASelect Only if Applicable to Plan: ☐ Morningstar Investment Fiduciary Program**Employer Information (required)**Employer Name: City of Santa Clara

Nationwide Plan Number: _____

Plan Name: City of Santa Clara 401(a) Plan

Physical Address:

Street Address: 1500 Warburton Ave.City: Santa Clara State: CA ZIP: 95050

Mailing Address (for priority/overnight):

☒ Same as Physical Address (if not, complete below)

Street Address: _____

City: _____ State: _____ ZIP: _____

Employer Contact:

Name: Aracely Azevedo Title: Director of Human ResourcesPhone: 408-615-2161 Email: aazevedo@santaclaraca.govNumber of Eligible Employees: 1000 Employer Tax ID Number (from W-2): 94-6000426**Payroll Center Information****Provide information on page 2 if more than one payroll center exists and separate payroll confirmations are desired.**Asterisk (*) Indicates that the field is **required**.

Payroll Center Contact:

Name*: Noviani Sari Title: Senior Management AnalystPhone: 408-615-2357 Fax: 408-985-0667 Email*: payroll@santaclaraca.govIs this person also a Loan Contact? ☐ Yes ☒ No If No, provide Loan Contact information (if applicable).

Loan Contact (if different from Payroll Center Contact):

Name*: N/A Title: _____

Phone: _____ Fax: _____ Email*: _____

Payroll Center Address*:

Street Address*: 1500 Warburton AveCity*: Santa Clara State*: CA ZIP*: 95050Frequency of Payroll Deductions*: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☒ Monthly ☐ Other: _____Contribution Type*: ☐ Percentage ☒ Dollar Amount Number of Payroll Centers*: 1 (up to 4)Will Payroll Center furnish detail on web-based app? ☐ Yes ☐ No**Contributions must be remitted to Nationwide as frequently as deductions are made. OBRA Payroll Data must be segregated from the payroll data for your voluntary 457 deferred compensation plans.****Unforeseeable Emergency/Hardship Requests (if permitted)**Who will review and make determinations for Unforeseeable Emergency requests? ☒ Nationwide ☐ The Employer**If the Employer will make these determinations, please indicate the names and titles of the individuals authorized to review.**

Name: _____ Title: _____

Name: _____ Title: _____

Additional Payroll Center Information

Provide additional payroll center information when separate payroll confirmations are desired for each payroll center.

Asterisk (*) indicates that the field is **required**.

Payroll Center #2:

Payroll Center Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Is this person also a Loan Contact? ☐ Yes ☐ No If No, provide Loan Contact information (if applicable).

Loan Contact (if different from Payroll Center Contact):

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Payroll Center Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Frequency of Payroll Deductions*: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

Contribution Type*: ☐ Percentage ☐ Dollar Amount

Will Payroll Center furnish detail on web-based app? ☐ Yes ☐ No

Payroll Center #3:

Payroll Center Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Is this person also a Loan Contact? ☐ Yes ☐ No If No, provide Loan Contact information (if applicable).

Loan Contact (if different from Payroll Center Contact):

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Payroll Center Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Frequency of Payroll Deductions*: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

Contribution Type*: ☐ Percentage ☐ Dollar Amount

Will Payroll Center furnish detail on web-based app? ☐ Yes ☐ No

Payroll Center #4:

Payroll Center Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Is this person also a Loan Contact? ☐ Yes ☐ No If No, provide Loan Contact information (if applicable).

Loan Contact (if different from Payroll Center Contact):

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email*: _____

Payroll Center Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Frequency of Payroll Deductions*: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

Contribution Type*: ☐ Percentage ☐ Dollar Amount

Will Payroll Center furnish detail on web-based app? ☐ Yes ☐ No

Departmental Information (if applicable)

Use this page to establish Departments.

Asterisk (*) indicates that the field is **required**.

Double Asterisk (**) indicates that the field is **required for Departmental Recordkeeping Plans**.

Will Plan use Departmental Recordkeeping? ☐ Yes ☐ No

1. Department Name*: _____ Department ID*: _____

Department Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Department Physical Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Department Mailing Address: ☐ Same as Physical Address (if not, complete below)

Street Address: _____

City: _____ State: _____ ZIP: _____

Associated Pay Center (If not indicated, default Pay Center will be used)*: _____

Allow Department for all Plans?** ☐ Yes ☐ No Default Department (limit one per Plan)?** ☐ Yes ☐ No

Payroll Frequency (if Pay Center has multiple; select one)**:

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

2. Department Name*: _____ Department ID*: _____

Department Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Department Physical Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Department Mailing Address: ☐ Same as Physical Address (if not, complete below)

Street Address: _____

City: _____ State: _____ ZIP: _____

Associated Pay Center (If not indicated, default Pay Center will be used)*: _____

Allow Department for all Plans?** ☐ Yes ☐ No Default Department (limit one per Plan)?** ☐ Yes ☐ No

Payroll Frequency (if Pay Center has multiple; select one)**:

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

3. Department Name*: _____ Department ID*: _____

Department Contact:

Name*: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Department Physical Address*:

Street Address*: _____

City*: _____ State*: _____ ZIP*: _____

Department Mailing Address: ☐ Same as Physical Address (if not, complete below)

Street Address: _____

City: _____ State: _____ ZIP: _____

Associated Pay Center (If not indicated, default Pay Center will be used)*: _____

Allow Department for all Plans?** ☐ Yes ☐ No Default Department (limit one per Plan)?** ☐ Yes ☐ No

Payroll Frequency (if Pay Center has multiple; select one)**:

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Other: _____

ACTION BY THE GOVERNING BOARD
ADOPTION OF QUALIFIED RETIREMENT PLAN

The undersigned, on behalf of the Governing Board, hereby certifies that at a meeting of the Governing Board of City of Santa Clara ("Employer"), the following resolutions were approved:

WHEREAS, after review and evaluation by the Governing Board, the Employer has decided to adopt the City of Santa Clara 401(a) Plan ("Plan"), a qualified retirement plan, for the benefit of its eligible employees; and

WHEREAS, the Employer wishes to appoint Nationwide Trust Company, FSB as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Plan, to be effective on 1-1-2025;

RESOLVED FURTHER that the undersigned members of the Governing Board authorize the execution of the Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan. The members of the Governing Board may designate any members of the Governing Board (or other authorized person) to execute the Plan document and perform the necessary actions to adopt the Plan. The Employer will maintain a copy of the Plan, as approved by the members of the Governing Board, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

The undersigned hereby certifies that he/she is an Authorized Representative of the Employer and that the foregoing is a true record of a resolution duly adopted at a meeting of the Governing Board, and that said meeting was held in accordance with state law and the Bylaws of the above-named Employer.

IN WITNESS WHEREOF, I have executed my name below as an Authorized Representative of the Employer.

Authorized Representative / Date

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Santa Clara 401(a) Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

TITLE: Special Trustee for the collection of contributions

Jovan Grogan

SPECIAL TRUSTEE

DATE SIGNED



Nationwide®

Nationwide Retirement Solutions
Qualified Default Investment Alternative/
Default Investment Alternative Election Form

Page 1 of 3

This form is used to elect a default fund for automatic enrollment purposes or when participant investment direction is not provided. Please see your fund lineup for a list of choices.

Plan Information

Plan Name: City of Santa Clara 401(a) Plan Plan ID: _____

Form Action (select one)

- ☐ Add a Qualified Default Investment Alternative (QDIA) Option - ERISA
- ☒ Add a Default Investment Alternative (DIA) Option - Non-ERISA
- ☐ Change the QDIA/DIA Option
- ☐ Remove the QDIA/DIA Option* - If selected, no elections need to be made. Please just sign and return the form.

*I understand that by removing the QDIA, I, as Plan Sponsor, will no longer be afforded the fiduciary relief provided by DOL Reg. §2550.404c-5.

QDIA/DIA Election - continued on the next page

Select one option below:

☒ **Option 1 - Target Date Fund Group Option:**

Fund Group, Target Retirement Age, and Rounding Method are all required fields if this option is selected.

Target Date Fund Group Name: Target Maturity Group

See Options 4 or 5 on Page 2 of this form to select a Collective Investment Trust Fund as QDIA/DIA.

Rounding Method and Target Retirement Age (select one):

- ☐ Round up to the more conservative fund
- ☐ Round down to the more aggressive fund
- ☒ Round Nearest - Round to the closest fund

Specify the Target Retirement Age below (The Target Retirement Age specified should be between ages 55 and 70. The Target Retirement Age specified below is only used for the purpose of determining the appropriate Target Date fund. If the Target Retirement Age is specified in the Plan Document, please use this age below):

Target Retirement Age: 65 (must be a whole number)

☐ **Option 2 - Balanced/Other Fund Option:**

A balanced or other similar fund may be selected for either a QDIA or DIA.

Fund Name: _____

☐ **Option 3 - ProAccount Option** (if offered by your plan):

If this option is selected, the holding fund named immediately below will be utilized as a temporary investment for contributions while the Managed Account is being established with the Money Manager.

Holding Fund Investment Name: _____

Effective Date: _____

NOTE: If no date is selected, this feature will be activated as soon as administratively possible following the receipt of this properly completed form.

☐ **Option 4 - Collective Investment Trust Funds Only - Target Date Series of Funds** (not available for 403(b) plans or IRAs):

NOTE: Before selecting a Collective Investment Trust Fund group, contact Nationwide at 1-877-496-1630 to determine if your Plan allows Collective Investment Trusts.

Select CIT Group Only

CIT Group Name: _____

Default Investment Alternative (DIA) - continued

☐ **Option 5 - Collective Investment Trust Hybrid Option** (not available for 403(b) plans or IRAs):

Need to account for all vintages plus Retirement Fund. Vintages cannot overlap (Example: Can't have two 2025 Vintages or two Retirement Funds)

Available Vintages	Write in Name of Fund
In Retirement Fund	_____
2025 Fund	_____
2030 Fund	_____
2035 Fund	_____
2040 Fund	_____
2045 Fund	_____
2050 Fund	_____
2055 Fund	_____
2060 Fund	_____
2065 Fund	_____

QDIA/DIA Option Disclosures

As Sponsor, I authorize Nationwide Trust Company, FSB or Nationwide Life Insurance Company (Nationwide) to allocate the plan participant's contributions to the QDIA/DIA Option selected above.

Deposits received by Nationwide on behalf of participants must have a valid and accurate social security number for each participant. Nationwide will process any deposit with an inaccurate social security number following their process when the deposit is received. Nationwide will automatically allocate all deposits submitted for a participant who does not have an established investment allocation to the QDIA/DIA Option in the applicable participant's account within three business days.

The QDIA/DIA Option must be a designated variable fund for the Plan. If the fund I select as the QDIA/DIA Option is not currently a designated fund, this form is my request and authorization to add the fund as a designated fund to my Plan. Due to possible market value adjustments and other restrictions, the fixed contracts are ineligible as a DIA Option.

If I select the Nationwide ProAccount Managed Account Services (ProAccount) Option as the QDIA/DIA Option and ProAccount is not currently available to my Plan, Nationwide will not establish ProAccount as the QDIA/DIA Option until I submit additional required paperwork.

If I select a Collective Investment Fund (CIF) as the QDIA/DIA Option and CIFs are not currently available to my Plan, Nationwide will not establish the CIF as the QDIA/DIA Option until I submit additional required paperwork.

As Plan Sponsor, it is my responsibility to monitor performance and other aspects of the QDIA/DIA Option on an ongoing basis and select a replacement fund to serve as the QDIA/DIA Option as I deem appropriate. In the event of a fund merger or liquidation by the fund house offering the fund I have selected, I authorize Nationwide to change the QDIA/DIA Option to the merged/replacement fund designated by the participants of the fund and/or the fund house.

I have reviewed, and I understand, the investment option payment information in the Participation Agreement.

I have reviewed the disclosures for the fund selected as the QDIA/DIA Option and understand its terms and conditions, including any redemption fee and/or other restrictions that may apply.

It is the responsibility of the plan fiduciary or its delegate to prudently select and monitor any QDIA or DIA Option on a regular basis. Therefore, it is the responsibility of the plan fiduciary or its delegate to know the requirements of the QDIA regulations and choose the DIA Option most appropriate for the participants of the Plan. For additional information, please visit: <https://www.dol.gov/agencies/ebsa/employers-and-advisers/guidance/field-assistance-bulletins/2008-03>. Nationwide is not responsible or liable for the selection of such QDIA/DIA Option and has merely provided facts requested by the Plan fiduciary or its delegate. The information provided herein is not investment advice and should not be considered an endorsement of, or opinion on, the appropriateness of any fund or portfolio.

Authorization

By signing below, I authorize the selection above and acknowledge that I have read and understand all of the included disclosures.

Name (please print): Jovan Grogan Title: City Manager

Signature: _____ Date: _____

Form Return

Mail: Nationwide Retirement Solutions
ATTN: Public Sector Client Services
10 West Nationwide Blvd.
Columbus, OH 43215

Email: rpublic@nationwide.com

Fax: 1-877-677-4329



Nationwide®

Nationwide Retirement Solutions Plan Account Investment Option

Page 1 of 1

This form is used to select the Investment Option for your Plan Level Accounts. These accounts can include one or more of the following: Forfeiture Account, Revenue Account and Suspense/Retainer Account.

Please note that if your Plan is utilizing IRON Investment Fiduciary Service, this form should not be used, and you will need to work with your Relationship Consultant to select the investment option for your Plan.

Plan Information

Plan Name: City of Santa Clara 401(a) Plan Plan Number: _____
Employer Address: 1500 Warburton Ave.
City: Santa Clara State: CA ZIP: 95050
Phone: 408-615-2210 Email: manager@santaclaraca.gov

Internal Revenue Code (IRC) Selection

☒ 401(a) ☐ 457(b) ☐ 401(k) ☐ 403(b)

Investment Option Election (select one)

<u>Fund Name</u>	<u>Ticker</u>
<input type="checkbox"/> Nationwide Government Money Market Fund - Investor	MIFXX
<input type="checkbox"/> Nationwide Government Money Market Fund - R6	GMIXX
<input checked="" type="checkbox"/> Vanguard Federal Money Market Fund - Investor	VMFXX
<input type="checkbox"/> Vanguard Treasury Money Market Fund	VUSXX
<input type="checkbox"/> Other*: _____	_____

*Please work with your Relationship Consultant to select an appropriate investment option.

Authorization

I hereby authorize the above Investment Option to be used for amounts held in my Plan Level Accounts. I understand that the chosen Fund will not be available to the Plan's Participants as an investment option. I further understand that if no selection is made at the time the Plan is established, the Plan Accounts will automatically be invested in the Nationwide Government Money Market Fund - Investor Shares.

Full Name (please print): Jovan Grogan Title: City Manager
Signature: _____ Date: _____

Form Return

By mail: Nationwide Retirement Solutions
Attn: Public Sector Client Services
10 West Nationwide Blvd.
Columbus, OH 43215

By fax: 1-877-677-4329

By email: rpublic@nationwide.com

This material is not a recommendation to buy, sell, hold, or rollover 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 work with their financial professional to discuss their specific situation.



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY
CONTRACT

Underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, OH 43215
1-877-677-3678

Select 1 Product:

- ☐ Nationwide True FlexSM (12 month Put)
☐ Nationwide Flex FitSM (Staggered Put)
☐ Nationwide Fixed Elite (5 year Put)
☒ Nationwide Fixed Fund (5 year Put – 457(b) and 401(a) only)

APPLICANT

City of Santa Clara _____ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

- ☐ Section 457(b) ☐ Section 401(k) ☒ Section 401(a)

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:

- ☐ **Contract Level Aggregate Exchange Limitation** This option only applies to the Nationwide Guaranteed Fund[®]. (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).
- ☐ **Participant Level Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).
- ☒ **No Restriction**

STATE INSURANCE FRAUD WARNINGS

Notice to AL Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Notice to AR, LA, and RI Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

STATE INSURANCE FRAUD WARNINGS (continued)

Notice to CO and MA Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

Notice to KS Residents Only: WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

Notice to KY Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

ME Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.

NOTICE TO NM RESIDENTS ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Notice to OK Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to a criminal and civil penalties.

FOR TN AND WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to MD Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MN RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

NOTICE TO PR RESIDENTS ONLY: Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business, knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO VA RESIDENTS ONLY: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

FOR DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to OH Residents Only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ADDITIONAL STATE NOTICES

Notice to AK Residents Only: The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties

Notice to ND, SC and SD Residents Only: A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

SIGNATURES

Signed on behalf of City of Santa Clara this _____ day of _____, 20__.

☐ Yes ☒ No Do you have any existing life insurance or annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant)

Date

Director of Human Resources

(Title)

☐ Yes ☐ No To your knowledge, does the applicant have any existing life insurance or annuity contracts?

Tyler Wall

(Authorized Nationwide Agent/Representative – Please Print)

(Authorized Nationwide Agent/Representative Signature)

Date

Retirement Specialist

(Title)



Nationwide®

Plan Sponsor Access Web Update Form

Plan Sponsor Information

Plan Sponsor Name: City of Santa Clara

Employer Tax ID Number: 94-6000426

Plan Sponsor Number (Nationwide Assigned): _____

Do you have multiple payroll departments that submit payroll & census separately? ☐ Yes ☐ No

Address Line 1: 1500 Warburton Ave.

Address Line 2: _____

City: Santa Clara

State: CA

Zip: 95050

Is this an update to your existing address? ☐ Yes ☐ No

PRIMARY AUTHORIZED Contact

The Plan can only have **one** Primary Authorized Company Representative of which is the recipient of Plan Statements and other Plan-related administrative messages. Updating the Primary Authorized Company Representative will supersede any previous Primary Authorized Company Representative.

Name: Aracely Azevedo

Title: Director of Human Resources

Preferred Phone: 408-615-2161

Fax: 408-985-0667

Email: aazevedo@santaclaraca.gov

Plan Sponsor Web Features

FastPay: A fully digital payroll and census submission system. Secure participant information, save time, improve accuracy, and eliminate manual entry when submitting your plan's payroll and census data.

Task Center: Payroll Change Notices and Employment Status Tasks will be generated as an action item in Task Center for a digital and streamlined processing experience. Email notifications will be generated daily at 12 p.m. Eastern for any outstanding tasks.

Reporting: Create and view plan and participant level reports.

Primary Website User

This section is required to establish **one** person within the Plan Sponsor's office as the primary website user on the NRS website. The primary user will assign and administer all other website roles for the Plan's account, including any contacts noted below that are required for your Plan's online data submission.

☒ New Primary User Access ☐ Replace Existing Primary User

Primary Website User Contact Information:

☐ Same as Primary Authorized Contact

Name: Grant Sakakihara

Title: HR Division Manager

Preferred Phone: 408-615-2140

Email: gsakakihara@santaclaraca.gov

The primary website user will have access to all Plan Sponsor website functions and permissions.

Secondary Website Users

Online/Web Access:	Primary	Manager	Payroll	Reporting
Process Payroll & Receive/Complete Payroll Change Notices	✓	Optional*	✓	—
Enroll participants electronically	✓	Optional*	✓	—
Verify Termination of Employment for Participant Withdrawal Requests	✓	✓	✓	—
Create and view reports	✓	✓	—	✓
Create and delete secondary users	✓	—	—	—
View Participant Account Information (account/loan balances, beneficiaries, etc.)	✓	✓	Optional*	—
Edit Participant Account Information (employment status, census data)	✓	Optional*	Optional*	—

*All optional web accesses will be defaulted to “yes” for Manager roles and “no” for Payroll roles. This access may be changed by the Plan’s Primary Web User through the User Account Management dashboard.

Established Secondary Users

1. Name: _____ Title: _____

Preferred Phone: _____ Email: _____

Please specify pay center number or name (if applicable): _____

Please select the role(s) for this user, given the accesses marked in the chart above:

☐ Manager ☐ Payroll ☐ Reporting

2. Name: _____ Title: _____

Preferred Phone: _____ Email: _____

Please specify pay center number or name (if applicable): _____

Please select the role(s) for this user, given the accesses marked in the chart above:

☐ Manager ☐ Payroll ☐ Reporting

☐ **I have additional payroll contacts.** If you want to add more than two contacts, you may attach a page with the additional contact information. Any time a new contact is added the above fields are required.

Required Authorization

By signing below, you are authorizing the activation of online features which includes FastPay and Task Center. Users designated will be responsible for monitoring and processing ongoing administrative tasks.

Primary Authorized Company Representative:

Name (print): _____ Title: _____

Signature: _____ Date: _____

Form Return Instructions

Email: nrscontr@nationwide.com

Fax: 877-677-4329



Plan: (the “Plan” or “Plans”): City of Santa Clara 401(a) Plan

Plan Sponsor (The “Plan Sponsor” “You” “Your”): City of Santa Clara

Plan Sponsor enters into this Agreement with Nationwide Investment Advisors, LLC (“NIA”), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 (“Advisers Act”).

Plan Sponsor established and sponsors the employee benefit plan(s) which authorize(s) participants in the Plan (“Plan Participants”) to self-direct their account within the Plan (“Accounts”); and

Plan Sponsor desires to engage NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have professional guidance in managing their Accounts (collectively, the “Participant Accounts”); and

The Plan authorizes Plan Participants to enter into an investment advisory agreement directly with NIA for the management of their Accounts; and

Plan Sponsor acknowledges that these advisory services are permitted under the documents establishing the Plan (“Plan Documents”) and that the investments and investment strategies proposed by NIA through the investment advisory services are consistent with the Investment Policy of the Plan; and

Plan Sponsor acknowledges that NIA is an affiliate of Nationwide Retirement Solutions, Inc., Nationwide Life Insurance Company, Nationwide Trust Company, and RIA Services, Inc. (collectively “Nationwide Affiliates”) and that these Nationwide Affiliates will provide to NIA certain administrative services in support of ProAccount (as defined in Section II below).

In consideration of the foregoing and the promises, covenants and mutual agreements set forth in this Agreement, NIA and the Plan Sponsor agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor is authorized to appoint and now engages NIA to provide discretionary investment advisory services to Plan Participants who elect to have their Accounts managed by NIA. NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA’s authority under this Agreement remains in effect until changed or terminated pursuant to the termination provision (Section VIII) of this Agreement. Unless otherwise specified, for Plans that are record kept by Nationwide or Nationwide Affiliate on a single Nationwide recordkeeping system, NIA’s appointment and authority under this Agreement shall apply to all employee benefit plans sponsored by the Plan Sponsor. If the Plan Sponsor desires to exclude a plan from coverage under this Agreement, now or at a later date, the Plan Sponsor must notify NIA of such individual plan’s exclusion or termination of services under this Agreement in accordance with Section VIII of this Agreement. For Plans that are record kept by a third-party service provider or vendor, NIA’s appointment and authority under this agreement shall apply only to the individual Plan as listed above.

II. PROACCOUNT PROGRAM DESCRIPTION

The ProAccount program is a discretionary managed account service offered by NIA (“ProAccount”) for defined contribution plans participants and certain other employee benefit plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an independent financial expert (“IFE”) hired and overseen by NIA.

Under ProAccount, the IFE develops and maintains managed account portfolios (“Portfolios”) based on all eligible investment options available under the Plan’s menu of investments, and for certain product platforms, the IFE has access to all investment options available on the product platforms (“ProAccount Investments”). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. Certain Portfolios could include allocations to investments offering a guaranteed lifetime income benefit. The guaranteed income benefit provided by these investments could be forfeited based on action taken by You or based on the IFE’s changes to its Portfolios.

In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, certain collective investment funds and participant allocations to certain group fixed annuity contracts (collectively, “Non-ProAccount Investments”), which will not be considered by the IFE in the development of the Portfolios. ***Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan outside of ProAccount to move such assets into other investments that are eligible for ProAccount management.*** You further acknowledge that when a Participant enrolls in ProAccount, all of their existing investments that qualify as ProAccount Investments are liquidated when they enroll in ProAccount with the proceeds being allocated to their Participant Account. Such liquidation could result in a forfeiture of any current or future benefits offered by the investment options, including, but not limited to, guaranteed income benefit that a Participant may have been entitled to prior to the liquidation.

NIA will exercise authority by managing the Participant Accounts in accordance with the investment process as communicated by the IFE. In accordance with instructions from the IFE, NIA will rebalance Participant Accounts at least quarterly and more frequently if determined by the IFE that such rebalance is appropriate. In accordance with current policies and procedures, Plan Participants electing ProAccount will complete documentation, including the ProAccount Questionnaire (the “Questionnaire”), as part of the enrollment process. The Questionnaire is a tool developed by the IFE to help identify Plan Participant’s risk tolerance, investment horizon, and retirement objectives. In addition to the Questionnaire, additional information provided by Plan Participants through recordkeeping systems, interactive online planning tools, such as the My Interactive Retirement Planner tool, and other financial risk tolerance questionnaire(s) may be used by NIA and provided to the IFE to further refine their investor profile. Such information will only be used if it is determined to be sufficiently reasonable and complete.

If You have elected ProAccount as the Qualified Default Investment Alternative (“QDIA”) or default investment alternative for Your plan, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participant’s age. When used as a QDIA or default investment alternative, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis. For Plans subject to ERISA, consistent with the Department of Labor’s guidance on the requirements of Qualified Default Investment Alternatives under the pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

The IFE may use investment options for which NIA or an affiliate acts as an investment adviser (“Affiliated Investments”). With respect to the IFE’s investment of Plan Participant Accounts in Affiliated Investments, Nationwide Affiliates neither endorse nor encourage the IFE’s use of Affiliated Investments. ***The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Investments.***

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. Services provided by the IFE are provided to NIA and all fees and expenses charged by the IFE for its services are paid by NIA. The advice provided to Plan Participants under ProAccount is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, You agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to You, and engage the services of a suitable replacement.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA’s rights or duties to the Plan or Plan Participants. If such a change occurs, NIA must agree to the modifications that impact NIA’s rights or duties in writing.

The Plan Sponsor represents that the Plan is operated, and NIA’s appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

If the Plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by law, NIA acknowledges that NIA is an “investment manager,” as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA agrees that in performing its duties and obligations under this Agreement, NIA will act in conformity with this Agreement, the agreement between NIA and the Plan Participants, the requirements of the Advisers Act, and all other applicable law.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Participant Accounts that NIA manages through ProAccount. As part of this Agreement, NIA will not provide investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

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 ProAccount.

V. PROACCOUNT FEES

For purposes of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, a participant level advice program fee ("ProAccount Fee") as outlined in the attached ProAccount Schedule of Fees. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Affiliate retirement programs.

The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

To the extent permitted by applicable law or regulation, Nationwide Affiliates may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. The IFE's fees for services provided in connection with ProAccount are not based on or affected by the presence or number of the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, more information can be found in individual fund prospectus or other investment option disclosure material.

In addition to the above, if the Plan is not subject to ERISA, certain ProAccount Investments may charge a redemption fee and a transaction initiated by NIA may result in the imposition of such redemption fee. Redemption fees vary in amount and application from investment option to investment option. Any redemption fee will be deducted from the Plan Participant's ProAccount Account balance. More information on redemption fees can be found in the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. A delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent.

If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

The parties represent and warrant that the indemnification in this Section VI is enforceable under applicable law and that neither party will assert a position contrary to such representation in any judicial or administrative proceeding. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Plan Sponsor may have under federal or state securities law.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. All investments in securities involve risk and investing through ProAccount does not guarantee a profit or eliminate market or investment risk. Investment return and principal amounts will fluctuate with market conditions, and Participant Accounts 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 or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed, and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice to Plan Participants contemplated by this Agreement relates only to the Participant Accounts within the Plan(s) subject to this Agreement that are subject to an investment management agreement between NIA and a Plan Participant and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by applicable law or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by a party in its business. ***The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received or will be received in confidence. Each party will exercise the utmost diligence to protect and guard such Confidential Information.***

The Plan Sponsor or such other authorized individual ***(1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.***

VIII. TERM OF AGREEMENT

This Agreement is effective the date it is signed below. ProAccount will be made available to the plan when all required documents are fully completed, signed, and received by NIA and further accepted by NIA as evidenced by internal records maintained by NIA or its designated agent. This Agreement will continue until terminated by either party upon at least 30 days' advance written notice to the other. The Agreement will terminate immediately if the Plan terminates its participation in a Nationwide Affiliate's Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement will automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Participant Accounts will remain invested in ProAccount Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered by U.S. first class mail, overnight courier, electronic mail, or other method as agreed upon by the parties, in each case prepaid as applicable, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
 Attention: Nationwide ProAccount
 10 W Nationwide Blvd. Mail Stop 05-05-201J
 Columbus, OH 43218-2797
 Phone: 888-540-2896
 Email: proacct@nationwide.com

Notices will be deemed received on the earlier of (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy, Form ADV Parts 2A and 2B ("Form ADV"), and Form CRS 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 regarding the services, fees, risks, and expenses associated with ProAccount.

By signing this Agreement, you agree to receive the above-mentioned disclosure documents and other required regulatory notices in electronic format including a web address or email containing a link to such web address. NIA may use the e-mail address provided by you to deliver regulatory notices and other disclosure documents. It is your obligation to inform NIA of any changes to your e-mail address. Until informed otherwise, NIA will rely on and deliver regulatory notices and other disclosures to the e-mail address you last provided. The current versions of the Form ADV, the Form CRS. And Privacy Policy are available free of charge online at nationwide.com/proaccountadv. You have the right to request a paper copy, free of charge, of such disclosure documents at any time by calling Nationwide at 888-540-2896. You acknowledge having received and reviewed the above-mentioned disclosure documents upon entering into this Agreement.

Entire Agreement; Amendment

This Agreement and any attachments, for example, the ProAccount Schedule of Fees, constitutes the entire agreement between the parties and supersedes any prior agreements whether oral or written, among the parties relating to the subject matter of this Agreement. ***The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA.*** This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately to the extent required by applicable law.

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

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach will be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

The terms and provisions of "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and "Miscellaneous" sections will survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act), any of the rights, 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.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

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 conflicts 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 SEC, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement to be effective upon the date signed below.

Plan: City of Santa Clara 401(a) Plan

Signature: _____ Date: _____

Printed Name: Jovan Grogan

Title: City Manager

Plan Address: 1500 Warburton Ave. Santa Clara CA 95050

Plan Contact/Phone Number: 408-615-2210



Nationwide®

Nationwide ProAccount®
Nationwide Investment Advisors, LLC
Fee Disclosure and Description Guide

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If applicable by law, this disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

Item: Services

Location: Plan Sponsor Agreement- ProAccount Program Description Section

Description: The ProAccount program is a discretionary managed account service offered by NIA ("ProAccount") for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert ("IFE").

Item: Status

Location: Plan Sponsor Agreement- Obligations and Representations of NIA Section

Description: If the Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by law, NIA acknowledges that it is an "investment manager," as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in the Agreement).

Item: Direct Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section and ProAccount Schedule of Fees

Description: NIA receives an annual ProAccount fee of up to 1.00% ("ProAccount Fee"). Refer to the attached ProAccount Schedule of Fees for exact fees charged to your plan.

Item: Indirect Compensation

Location: N/A

Description: NIA does not receive indirect compensation in connection with ProAccount.

Item: Compensation Paid Among Related Parties

Location: N/A

Description: Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan's investment.

Item: Compensation for Termination of Contract or Arrangement

Location: Plan Sponsor Agreement – Termination Section, ProAccount Fees Section, and ProAccount Schedule of Fees

Description: There is no termination fee. If the plan or Plan Participant terminates ProAccount before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

Item: Manner of Receipt of Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section

Description: The ProAccount Fee is calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA.

This material is not a recommendation to buy, sell, hold, or rollover 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 work with their financial professional to discuss their specific situation.



This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC. Terms used in this Schedule of Fees and not defined herein will have the meanings assigned to them in the Agreement.

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, the application of a ProAccount fee as described below.

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

If the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee will reflect the aggregate account balances of all accounts if the criteria in (i) through (iii) below are met. When a participant has multiple accounts subject to the ProAccount Fee, the aggregate account balances will be used to achieve a lower percentage fee based on the participant's total assets in ProAccount subject to the restrictions below:

- the fee structure across the multiple plans must be exactly the same in terms of the percentage fee and breakpoint tiers as described in the chart above;
- the participant's retirement plan accounts must be under the same participant identification code in a Nationwide Affiliates' Retirement Program record-keeping system; and
- the participant's retirement plan accounts must be combined in a single account statement generated from the Nationwide Affiliate's Retirement Program record-keeping system.

The ProAccount Fee is deducted on a pro rata basis from the Participant's separate plan accounts. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through a Nationwide Affiliate's Retirement Program. The ProAccount Fee is calculated daily based on the Participant's daily balance and such fee is deducted quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be deducted from the Plan's Account. The Plan Sponsor hereby consents to the deduction of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee.

NIA may be recommended to certain retirement plan sponsors through an arrangement with a solicitor. The solicitor is not authorized to make changes to the Agreement, Schedule of Fees, or provide investment advice on behalf of NIA. Solicitor fees are payable out of the ProAccount Fee. To the extent applicable, additional information about this arrangement is provided in a separate Solicitor Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

As permitted by applicable law, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included 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 ProAccount 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 ProAccount 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 ProAccount may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's ProAccount 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.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Schedule of Fees to be effective upon the date signed below.

Plan: City of Santa Clara 401(a) Plan

Signature: _____ **Date:** _____

**MORLEY STABLE VALUE RETIREMENT FUND
PARTICIPATION APPLICATION & AGREEMENT**

City of Santa Clara 401(a) Plan

(the "PLAN"), a governmental defined contribution retirement plan qualified pursuant to Section 401 or 457(b) of the Internal Revenue Code of 1986, as amended, hereby makes application to offer units of the Morley Stable Value Retirement Fund (the "SVR FUND") as an investment option for PLAN participants and their beneficiaries. It is understood that any investment(s) in units of the SVR FUND will be made, and ownership and control of such investment(s) shall inure, on behalf of and for the exclusive benefit of participants in the PLAN and their beneficiaries.

**INFORMATION ABOUT THE FUND
PLEASE READ CAREFULLY**

- The SVR FUND is not a mutual fund. It is a collective investment trust under the trusteeship of Principal Global Investors Trust Company ("PGITC", f/k/a Union Bond & Trust Company), a trust bank organized and operating under the laws of the State of Oregon and subject to regulation and supervision thereunder. The SVR FUND is not registered with or guaranteed by any agency of the United States government, including federal bank regulatory agencies or the Securities and Exchange Commission ("SEC").
- Although the SVR FUND seeks to provide preservation of capital, relatively stable returns consistent with its comparatively low risk profile, and liquidity for benefit-responsive payments, stable value assets carry potential risks, and are not guaranteed investments. The SVR FUND intends to invest substantially all of its assets in another collective investment trust, the Morley Stable Value Fund. Please refer to the accompanying Morley Stable Value Retirement Fund Disclosure Document and the Morley Stable Value Fund Declaration of Trust (the "GOVERNING DOCUMENTS") for more details on potential risks associated with this type of investment.
- The SVR FUND is not offered as an investment option within any variable annuity product.
- Generally, redemptions by individual PLAN participants are permitted, subject to certain restrictions described below. However, twelve months' advance written notice is required for any PLAN sponsor-directed withdrawal(s) or liquidation(s). Please carefully review the SVR FUND withdrawal restrictions described in detail in the GOVERNING DOCUMENTS.
- Investments in the SVR FUND are subject to restrictions on participant-directed redemption(s) if proceeds are to be transferred directly to mutual funds or other investment options, including variable annuity subaccounts, which are considered to be "Competing Investment Options." Competing Investment Options generally include other stable value funds, money market funds, insurance company fixed accounts, and other fixed-income investment options with weighted average durations of less than three years. PLAN participants desiring to allocate proceeds from the SVR FUND to a Competing Investment Option must first transfer such proceeds to a non-competing investment option for a period of at least 90 days. A list of the specific investment options in the PLAN considered to be Competing Investment Options can be obtained upon request from your registered representative.
- FUND fees of 0.50% will be accrued daily in computing the net asset value of the SVR FUND and reflected in the offering and redemption price per unit. Of the total fee, 0.15% is paid to PGITC for trustee fees; 0.35% is paid to Nationwide for recordkeeping and other PLAN services. Other SVR FUND expenses are described in the GOVERNING DOCUMENTS.
- In addition, a fee equal to the amount assessed to the Select Spectrum Series in the corresponding variable annuity contract will be charged by Nationwide® Retirement Solutions, Inc. ("NRS") to reimburse NRS for costs associated with the performance of administrative services by NRS on behalf of the SVR FUND.

Participation in the SVR FUND shall become effective on the date this application is fully executed by an authorized person on behalf of the PLAN and accepted by an authorized representative of the SVR FUND. This agreement may be terminated by PLAN or SVR FUND upon 30 days advance notice to the other party, subject to the withdrawal restrictions noted above and in the GOVERNING DOCUMENTS.

Details regarding the information contained above may be found in the GOVERNING DOCUMENTS. The PLAN acknowledges, understands and agrees: (1) the GOVERNING DOCUMENTS were received and read before signing this application; (2) to be bound by the terms and conditions of the SVR FUND as set forth herein and in the GOVERNING DOCUMENTS, including the appointment of PGITC as investment manager for PLAN assets invested in the SVR FUND, SVR FUND's investment in the Morley Stable Value Fund; (3) the assets of the PLAN to be invested in the SVR FUND are not, and will not at any time in the future, constitute: proceeds of municipal securities, including monies derived from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies held in funds under legal documents for municipal securities that are reasonably expected to be used as security or a source of payment for the payment of debt service on municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds; or municipal escrow investments, including any funds of a municipal entity that are deposited in an escrow account to pay the principal, premium, or interest on municipal securities; (4) it has determined to add the SVR FUND as a suitable investment option; (5) the SVR FUND is adopted, through incorporation by reference, as a part of the PLAN and (6) has authorized the representative below to sign on behalf of the PLAN.

For the PLAN:

Signature: _____

Date _____

Title: City Manager

(Tax ID removed)

For Nationwide® Retirement Solutions, Inc.:

Plan Address

By: _____
Authorized Signer

1500 Warburton Ave.
Santa Clara CA 95050

For Principal Global Investors Trust Company:

By: _____
Authorized Signer

Date _____



Schwab Personal Choice Retirement Account® (PCRA)

Omnibus Implementation Sheet

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www.schwab.com

Plan Information (Please check one.)

☒ Trustee ☐ Custodian

Name: Nationwide Trust Company

Attach evidence of Trustee/Custodian agreement with the Plan.

Independent Recordkeeper (IR) and Plan Information

IR ID	Plan Name City of Santa Clara 401(a) Plan		
Plan Address 1500 Warburton Ave.	City Santa Clara	State CA	Zip Code 95050
Contact Name Jovan Grogan	Contact Phone 408-615-2210		
Plan Year-End 12/31	Plan Tax ID Number 94-6000426		
Date Plan Established (mm/dd/yyyy)			
Type of Plan <input checked="" type="checkbox"/> Profit Sharing <input type="checkbox"/> Money Purchase <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(b) <input type="checkbox"/> 457(b) <input type="checkbox"/> 457(f) <input type="checkbox"/> Other (specify) _____			
Link to Existing Schwab Master Accounts (provide FA or SL number):			

FA Master (New)	
Upload Master	0813-0678
Cash In/Cash Out	2064 0788/5071-7192
EAO Login ID/Internal Contract Number	EAO Password 1234

Your Consent to Enroll in Schwab's Cash Features Program

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

Please note: Participants in 403(b) retirement plans will be placed in the Schwab Government Money Fund™ (SWGXX). If this is a 403(b) plan, you instruct and direct Schwab to include this fund.



Delegation of Trading Authority to Investment Advisor (IA) or Third Party and Deduction of IA Fees

1. Do you wish to allow the delegation of trading authority to an Investment Advisor?

☐ **Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for an Investment Advisor, Participant may grant trading authority to an Investment Advisor who has a relationship with Schwab Advisor Services.

☒ **No.** Not permitted under this Plan.

2. Do you wish to allow the deduction of fees from the Participant's PCRA for an Investment Advisor who has a relationship with Schwab Advisor Services?

☐ **Yes.**

☒ **No.** IA fees are not to be taken from Participant's PCRA.

3. Do you wish to allow delegation of trading authority to a Third Party?

☐ **Yes.** By executing a Schwab PCRA Limited Power of Attorney (LPOA) for a Third Party, Participant may grant authority to any Third Party (e.g., spouse or other relative) to trade in the Participant's PCRA.

☒ **No.** Not permitted under this Plan.

Trading Menu

Please complete the Schwab PCRA Plan Trading Menu Establishment form attached (Exhibit A).

This Agreement, as it pertains to the Recordkeeper, may be delivered via facsimile or otherwise scanned and delivered to Schwab. By signing below, you acknowledge and agree that this Agreement and any such scanned signatures will be treated as, and are just as binding as, an original copy.

Signature and Acknowledgment**X**

IR Signature

Print Name

Date

Authorized party? ☐ Yes ☐ No

I certify under penalties of perjury that: (1) the Taxpayer Identification Number shown on this application is correct, (2) the Plan is not subject to backup withholding due to failure to report interest and dividend income, (3) the Plan is a U.S. person, and (4) the Plan is exempt from FATCA reporting. I understand that if I have been notified by the IRS that the Plan is subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Signature and Date Required**X**

Plan Sponsor Signature

Date

Print Name

Jovan Grogan

Title

City Manager



Exhibit A:

Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment

Complete each section below to indicate the securities that the PCRA Participants have the ability to trade. These selections create the PCRA Trading Menu and apply to any PCRA associated with the Plan.

The Trustee(s)/Custodian(s) and/or Plan Sponsor authorize Schwab to allow any Participant who completes a **Schwab PCRA Limited Power of Attorney (LPOA)** for **Participant** form to make trades in the Participant's respective PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed to restrict the sale by the Trustee(s)/Custodian(s) and/or Plan Sponsor. The Trustee(s)/Custodian(s) and/or Plan Sponsor acknowledge(s) that they are responsible for determining whether any of the investments selected below (including any employer securities) are permissible under the terms of the Plan, the Internal Revenue Code (the "Code"), or the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and that Schwab shall have no responsibility or liability with respect to such determination. Please note that, generally, 403(b) contributions can only be invested in SEC-registered fund shares.

Trading restrictions: PCRA's may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, private placements, margin accounts or short sales. If specifically allowed by Participant's retirement plan and approved by Schwab, Participant may be able to write covered calls, buy protective puts and write cash-secured equity puts. Participant must complete a Schwab Personal Choice Retirement Account (PCRA) Options Application—Participant and Third Party form to be approved to trade options.

At the time of conversion to the Schwab platform, securities in Participant accounts will be reviewed solely for the purpose of confirming if such securities are able to be held and traded on the Schwab broker-dealer platform. In addition, once assets have transferred, Schwab shall also review all securities solely to confirm that such securities are consistent with the authorization and direction from the Plan Sponsor via the Plan Trading Menu.

Note: From time to time, securities may change characteristics, which could change the availability of the asset within your Plan. Schwab has no obligation to review or monitor securities' classifications following the initial review at conversion.

Please note that only one option under each investment category may be selected.

A. Taxable Mutual Funds:

- ☒ All
☐ Schwab Mutual Fund OneSource®/Schwab Funds® only¹
☐ None

B. Tax-Exempt Mutual Funds:

- ☒ All
☐ Schwab Mutual Fund OneSource/Schwab Funds only¹
☐ None

C. Equities: (To include foreign securities that trade over the counter and on a foreign exchange, you must select "All" in this Section C and "All" in Section G, Foreign Securities.)

- ☒ All
☐ Listed only²
☐ Listed and NASDAQ market securities only³
☐ Exchange-traded funds (ETFs) only⁴
☐ Closed-end mutual funds only
☐ ETFs and closed-end mutual funds only
☐ None

D. Publicly Traded Limited Partnerships:⁵ (Please read important footnote on the next page.)

- ☐ All
☒ None

E. Taxable Fixed Income:⁶

- ☒ All
☐ None
☐ Certificates of deposit (CDs) only

F. Tax-Exempt Fixed Income:

- ☒ All
☐ None
☐ Treasuries only

G. Foreign Securities:⁷

- ☒ All
☐ None

H. Leveraged/Inverse ETFs:⁸

- ☐ All
☒ None

If you selected "Closed-end mutual funds only" or "None" under Section C – Equities, you must select "None" in Section H – Leveraged/Inverse ETFs.

I. Options: (Options trading is limited to writing covered calls, buying protective puts, and writing cash-secured equity puts.)

- ☒ Yes. Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's. Note: All parties with trading authority must complete a separate Schwab options application.
☐ No. Options trading is not permitted.

J. Compliance Solutions/Designated Brokerage:

a. Are you a current Compliance Solutions/Designated Brokerage client?

- ☐ Yes
☐ No

If yes, please list your Master Account Number: _____

b. Schwab Trade Check™ monitoring technology⁹

- ☐ Yes
☒ No

If you select Trade Check, please note that you will need to complete the PCRA Trade Check Services Agreement. Contact your Client Services representative for this agreement. You don't need to be a Compliance Solutions client to select Trade Check.

K. Company Stock:^{10, 11}

- ☐ Yes, allowed to trade; symbol/CUSIP number: _____
☐ No, restrict;† symbol/CUSIP number: _____
☒ N/A

†Choosing to restrict company stock does not include derivatives, unless indicated in Section L.

Is your Plan affiliated with a member firm of an exchange or FINRA, or a municipal securities broker-dealer?*

- ☐ Yes ☒ No

***Attach a Rule 3210/407 letter from a company Compliance Officer if licensed by a securities firm.**



Exhibit A:

Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Establishment (Continued)

L. Please list all exceptions below. The exceptions listed in Section L will override the choices in the previous sections A–K. If you have more than four exceptions, please attach an additional sheet.

Fund/Security Description	CUSIP Number	Symbol	Please check whichever applies.	
			Permitted	Not Permitted
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

¹Charles Schwab & Co., Inc. (Member SIPC) receives remuneration from fund companies for recordkeeping and shareholder services and other administrative services for shares purchased through Schwab's Mutual Fund OneSource® program. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load mutual funds available through OneSource (including Schwab Funds®), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Schwab's short-term redemption fee will be charged on redemption of funds (except certain Schwab Funds) bought through Schwab's Mutual Fund OneSource program (and certain other funds) with no transaction fee and held for 90 days or less. Schwab reserves the right to exempt certain funds from this fee, including Schwab Funds, which may charge a separate redemption fee, and funds that accommodate short-term trading.

²Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), NYSE Amex Equities, and other exchanges (excludes the NASDAQ Stock Market, Inc. [NASDAQ] and all foreign securities on other exchanges, including over-the-counter (OTC) securities).

³Securities that are not available to trade include pink sheets, OTC securities, and Bulletin Board stocks.

⁴Conditions apply: Trades in ETFs are available without commissions when placed online in a Schwab account. Trade orders placed through a broker will receive the negotiated broker-assisted rate. An exchange processing fee applies to sell transactions. All ETFs are subject to management fees and expenses. Please see the *Charles Schwab Pricing Guide for Retirement Plan and Health Savings Accounts* (the "Pricing Guide") for additional information.

⁵Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded limited partnership and any security that reports income via a Schedule K-1 Form and, as a result, could generate Unrelated Business Taxable Income (UBTI).

⁶Excludes debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA.

⁷Restricting foreign securities does not include the restriction of American Depositary Receipt (ADR) securities and foreign securities traded on a domestic equity market, but does restrict the purchase of non-ADR foreign securities available on the U.S. OTC market. Some foreign securities may be subject to additional foreign tax withholding requirements, including ADRs and foreign securities traded on a domestic market.

⁸This restriction limits the participant's ability to purchase Leveraged/Inverse ETFs only. This restriction does not include mutual funds.

⁹Trade Check™ is a product of Compliance Solutions partner Schwab Compliance Technologies, Inc. (formerly Compliance11, Inc.) ("SchwabCT"). Compliance Solutions is comprised of SchwabCT and Schwab Designated Brokerage Services (DBS), a division of Charles Schwab & Co., Inc. ("Schwab"). Compliance Solutions provides technology, compliance, and brokerage solutions for corporate clients who monitor their employees' securities activity. PCRA is a product of Schwab. SchwabCT and Schwab are separate but affiliated entities, and each is a subsidiary of The Charles Schwab Corporation.

¹⁰Schwab cannot monitor participant trading of company stock in PCRA. The Plan Sponsor can monitor participant trading of company stock using Trade Check.

¹¹Section K applies to publicly traded securities issued by the Plan Sponsor or its affiliates and which are Qualifying Employer Securities within the meaning of Section 407(d)(5) of ERISA (collectively, "Company Stock"). Please note that if investment in a broad category of securities, such as Equities, is permitted elsewhere on this Trading Menu, and Company Stock is not restricted in Section K or Section L, then Plan participants will be able to invest in Company Stock.



Exhibit B:

Options Agreement: Only complete this section if Options Trading is selected in the Plan Trading Menu (Exhibit A).

In consideration of Charles Schwab & Co., Inc. accepting and carrying an options account for the Plan, I (as Trustee acting on behalf of the Plan) hereby understand and agree that in addition to the provisions of the Account Agreement, the following shall apply:

Plan Sponsor Authorization

I represent and confirm that the Plan Fiduciary authorizes and hereby directs Schwab to rely upon and treat any direction or instruction provided by the Recordkeeper or Trustee (together, the "Directing Party[ies]") as a direction or instruction of the Plan Fiduciary authorized to provide such direction or instruction under the terms of the Plan or under any subsequent delegations of fiduciary authority and applicable law. The Plan Fiduciary hereby represents that the Directing Parties are authorized and directed to complete any requested documentation to establish options trading in the Plan and to represent on behalf of the Plan Sponsor that they agree to the terms of the Charles Schwab & Co., Inc. Options Trading Rules contained herein.

Handling of Account

I understand that the PCRA ("Account") shall be handled in accordance with the rules of the Options Clearing Corporation (OCC), the applicable exchange and/or other regulatory agencies, and I understand that I will not violate these rules.

Options Disclosure Documents

I will not enter an order for any listed options until I have received and read the OCC disclosure document titled "Characteristics and Risks of Standardized Options."

Options Agreement

I understand that the purchase and writing of options contracts involve inherent risks and that the Plan is financially able to bear such risks and to withstand any losses resulting from trading.

Options Positions Covered

I understand that a Participant may not write a call option nor buy a put option unless there is an adequate quantity of the underlying security in the account. I further understand that a Participant may not sell a cash-secured equity put option without sufficient cash to be secured to cover that cash-secured put option.

Exercise Limitation

I understand that the various options exchanges may restrict transactions in particular options or the exercise of options contracts at their discretion from time to time.

Size Limits of Options and Exercises

I will not, acting alone or in concert with others, whether directly or indirectly, violate the position or exercise limitations which may be fixed from time to time by the exchange or market where such options contracts are traded.

Options Commissions

I understand that due to the short-term nature of options, it is likely that Participants will be trading options to a greater degree than other securities and that they will be charged a commission each time such a transaction is made.

Suitability

I agree to advise Schwab if there is any change in the Plan's investment objective or financial situation.

Assignments

I understand that exercise assignment notices for options contracts are allocated among customer short positions pursuant to a manual procedure which randomly selects from among all customer short options positions, including those contracts which are subject to exercise.

All short options positions are liable for assignment at any time. A more detailed description of Schwab's random allocation procedure is available upon request.

Signature and Date Required

X

Authorized Plan Sponsor Signature

Print Name

Date



Cash Features Program

General Terms and Conditions

The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of the Cash Features Disclosure Statement, the Cash Features Disclosure Statement will control.

How the Cash Features Program Works	Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the free credit balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.
Available Cash Feature	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"> ▪ The free credit balance in your eligible account (the "Schwab One® Interest feature"), on which Schwab pays interest; ▪ Interest-bearing deposit accounts at one or more of our affiliated banks (the "Bank Sweep feature" for most accounts and the "Bank Sweep for Benefit Plans feature" for retirement plan accounts); and ▪ For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").
Eligibility	Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.
Duty to Monitor Eligibility for Cash Features	It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.
Interest Rates and Yields	<p>The interest rates and yields for the different cash features vary over time. There is no guarantee that the interest rate and yield on any particular cash feature will be or will remain higher than the interest rate and yield on any other cash features over any period. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at www.schwab.com/sweep. If your account is an Advisor Services account, please contact your advisor, visit www.schwab.com/SA_sweep, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"> ▪ The interest rate on the Schwab One Interest feature is set by Schwab. We can seek to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall free credit balance within your account. ▪ The interest rate on the Bank Sweep feature is set by our affiliated bank(s), which can seek to pay as low a rate as possible consistent with their views of competitive necessities. Retirement accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements. With certain exceptions, the rate will be tiered based upon your account type and the combined amount of your account's Bank Sweep deposits at our affiliated bank(s).

Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value

Interest Rates and Yields (Continued)	<ul style="list-style-type: none"> ▪ The interest rate on the Bank Sweep for Benefit Plans feature is set by our affiliated bank(s), which intend to pay interest consistent with reasonable rate provisions of applicable legal and regulatory requirements. This can be lower than some competitors' rates. Interest rates do not vary by tiers and do not vary based on your cash balances. ▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives. <p>Cash features are not intended to be long-term investments, and yields on any of our cash features can be lower than those of similar investments or deposit accounts offered outside the Cash Features Program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit www.schwab.com/cash for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit www.schwab.com/SA_cash, or call Schwab Alliance at 1-800-515-2157.</p>
Benefits to Schwab	<p>We charge fees and receive certain benefits under the different cash features. A portion of these fees and benefits can be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
Differing Risks and Account Protection	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> ▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free credit balances held at Schwab are not insured or guaranteed by the FDIC. ▪ The Bank Sweep and Bank Sweep for Benefit Plans features are not subject to market risk and value loss but are subject to the risk of the failure of one or more of our affiliated banks. In the unlikely event that one or more of our affiliated banks fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at that bank outside of the Bank Sweep and Bank Sweep for Benefit Plans features. You are responsible for monitoring your bank balances in the Bank Sweep and Bank Sweep for Benefit Plans features and the balances in any of your other bank accounts at each affiliated bank to determine if these, in total, exceed FDIC insurance limits. Monies held in both features are not covered by SIPC. ▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.

Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value



Nationwide®

Mutual Fund Service Fee Payments

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.



Customer Identification Program Disclosure

Important Information About Procedures For New Clients

Section 326 of the USA Patriot Act requires financial institutions, including broker/dealers, to have a Customer Identification Program. Nationwide Retirement Solutions is required to give its new clients notice about its Customer Identification Program.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client, when you agree to contract with Nationwide.

What this means to a governmental deferred compensation plan: As part of our Customer Identification Program, we will ask you for your name, address, tax identification number, and other information that will allow us to identify you. Your organization may be contacted by Nationwide to help verify this information. There is no action required on your part in this process, other than providing the necessary information for verification.



Nationwide Investment Services Corp. (NISC) Disclosure Statement

Nationwide Investment Services Corp. (NISC), a subsidiary of Nationwide Financial Services, Inc., firmly believes in the value of pre-planning for business interruptions. In an effort to serve both our internal and external customers by providing on-going service operations, NISC has developed a business continuity plan to address the possibility of a significant business disruption.

Should an event occur that hinders our ability to conduct normal business operations, NISC has secured remote locations to resume critical business operations within a reasonable period of time. Should business functions be interrupted by the loss of a primary business facility, associates and/or “work” would be relocated to an alternate NISC site. In the event of a systems facility loss, applications would be redirected to their primary recovery location, which could be an alternate NISC facility or a remote recovery service provider. The hierarchical structure of the NISC recovery plans includes the ability to address incidents that are department, facility, city, state or regional in nature.

It is NISC’s intention to transact business during an interruption whenever possible. Depending on the nature and severity of the interruption, recovery timeframes may vary. For small scope outages, i.e. business unit or single application disruption, recovery timeframes would be controllable and limited. With processing and servicing functions primarily concentrated in the Midwest, a regional disruption could have extended recovery timeframes that range from hours to days. To help mitigate this risk, redundant networks, alternate remote systems recovery sites and alternate power sources are included in our recovery strategy.

FACTS

WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances, transaction history, and credit history
- Assets and insurance claim history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-888-999-2018 or go to www.nationwide.com/privacy

Who we are

Who is providing this notice?

Nationwide Financial Services, Inc., and the Nationwide Family of Companies (collectively “NFS”). For a complete list of our Family of Companies, visit <https://www.nationwide.com/personal/about-us/affiliated-companies/>

What we do

How does Nationwide protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.

How does Nationwide collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or give us your contact information
- pay your insurance premiums or file an insurance claim
- show your driver’s license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can’t I limit all sharing?

Federal and state laws give you the right to limit only

- sharing for affiliates’ everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include nonfinancial companies, such as companies with the Nationwide name, such as Nationwide Mutual Fire Insurance Company and Nationwide Mutual Insurance Company. Visit nationwide.com for a list of affiliated companies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies. *NFS does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *NFS doesn’t jointly market.*

Other important information

Nevada Residents: We are providing you this notice under state law. You may request to be placed on our internal Do Not Call list by sending an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us; Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212; 1-888-999-2018; privacy1@nationwide.com.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.nationwide.com/privacy or call 1-888-999-2018.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term “Information” means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

To request access to or deletion of your personal information, send a written letter to: **Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212.** Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. **You may correct inaccurate personal information** by visiting Nationwide.com or calling your agent. We can’t change information other companies, like credit agencies, provide to us. You’ll need to ask them to change it.

California Residents: Learn more about your rights under the California Consumer Privacy Act by visiting www.nationwide.com/privacy.



NATIONWIDE® RETIREMENT SOLUTIONS
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY

Underwritten by

Nationwide Life Insurance Company

One Nationwide Plaza
Columbus, Ohio 43215

CERTIFICATE OF PARTICIPATION AND DISCLOSURE DOCUMENT

This Certificate is designed to provide you basic information regarding your participation in the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("Contract") funding your individual benefits under the Plan provided by your Employer. You are receiving this Certificate because you are a Participant, Retired Participant, or beneficiary of the Plan.

This Certificate includes basic information about the Contract and your benefits under it. You should read this Certificate carefully before participating and retain it for future reference.

If you have any questions regarding this Certificate or need additional information, please contact us using any of the following methods.

Regular Mail	E-Mail	Telephone
Nationwide Retirement Solutions P.O. Box 182797 Columbus, OH 43218-2797	nrsforu@nationwide.com	1-877-NRS-FORU (677-3678)

Before investing, please remember the Contract and this Certificate are not insured by the FDIC, NCUSIF, or any other Federal government agency. All guarantees under the Contract are supported by our general account.

The Contract and this Certificate are not registered with the Securities and Exchange Commission.

This Certificate is dated May 1, 2006.

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SPECIAL TERMS USED IN THIS CERTIFICATE

Business Day - Each day the New York Stock Exchange and our home office are open for business.

Companion Investment Option(s) - Another investment option under the Plan. This may include other investment contracts and options offered by us or by another provider.

Certificate - This Certificate of Participation and Disclosure Document describing your benefits under the Contract issued to your Employer.

Contract - The document describing the obligations and rights between your Employer and us.

Contract Owner - Your Employer.

Employer - The entity that employs you and sponsors the Plan under which you participate. Your Employer may have delegated sponsor responsibilities to a third-party or independent board. For purposes of this Certificate, Employer will mean your employer and/or any third-party or independent board that sponsors your Plan.

Exchange - The movement of amounts in your Participant Account to a Companion Investment Option under the Plan.

General Account - Our general account into which Participant Contributions are allocated under your Employer's Contract.

Nationwide - Nationwide Life Insurance Company. References to "we," "our," or "us," will also mean Nationwide Life Insurance Company.

Participant - An employee or independent contractor eligible to be a part of the Plan and entitled to benefits under the Plan. References to "you," and "your," will also mean Participant.

Participant Account - An individual account established for you under the Plan. A Participant Account will record all transactions attributable to the Plan on your behalf. This includes, but is not limited to, Participant Contributions, Exchanges, Transfers, and credited interest.

Participant Account Value - The present value of your Participant Account.

Participant Benefit Payments - All payments of benefits that result from your retirement, termination of employment, or any payment that you are entitled to based on the terms of the Plan.

Participant Contributions - The allocation of dollars you make to your Participant Account.

Plan - The retirement plan or tax deferred arrangement provided by your Employer.

Retired Participant - When you have severed employment with the Employer providing the Plan you become a Retired Participant for purposes of this Certificate and your eligibility to receive benefits, if any, will be determined according to the Plan.

Transfer - The movement of amounts attributable to your Participant Account to a non-Companion Investment Option.

DESCRIPTION OF CHARGES AND EXPENSES

The charges and expenses assessed against your Participant Account are determined by your Employer and us. Your Participant Account may be subject to some or all of these charges and expenses.

The charges and expenses listed below are the current maximum charges and expenses we assess for Contracts we issue. The maximum charges and expenses we assess, as well as the charges we assess your Plan, are subject to change.

General Account Charge

We may assess a General Account charge against the interest credited to your Participant Account. The charge is deducted from the interest yield we credit, resulting in a lower overall crediting rate.

Current Maximum General Account Charge: 1.00%

Any applicable General Account charge will be assessed on each Business Day.

Participant Account Charge

The Participant Account charge is a flat-dollar fee we assess against your Participant Account.

Current Maximum Participant Account charge: \$100 per year

Any applicable Participant Account charge will either be taken instead of, or in addition to, the General Account charge. If we assess this fee, it will be collected on a monthly, quarterly, semi-annual, or annual basis.

Contract Maintenance Charge

The Contract maintenance charge is a flat-dollar fee assessed at the Contract level.

Current Maximum Contract Maintenance Charge: \$1,000,000 per year

Any applicable Contract maintenance charge will either be taken instead of, or in addition to, the General Account charge. If we assess this fee, it will be collected on a monthly, quarterly, semi-annual, or annual basis. Your Employer will direct us as to how to apportion this fee against all Participant Accounts under the Contract, including your Participant Account.

Other Expense and Service Charges

Your Employer may request us to perform additional services for the Plan, provide special Participant level services, or request to have expenses associated with the Plan deducted from assets in the Contract. If this occurs, we will determine with your Employer the amount of the charge associated with any additional services we provide. With regard to any additional expenses, we will generally accept your Employer's direction with regard to how these charges are deducted from the Contract, including how they are deducted from Participant Accounts.

DESCRIPTION OF THE CONTRACT

We issue the Contract as a funding vehicle for employer sponsored governmental benefit plans. Typically, these are governmental deferred compensation plans receiving favorable tax treatment under section 457(g) of the Internal Revenue Code or defined contribution plans receiving favorable tax treatment under section 401(a) of the Internal Revenue Code. However, we may issue the Contracts to fund other employer sponsored benefit plan.

Purchase payments representing Participant Contributions, including yours, are allocated to the General Account. We accept purchase payments to the Contract in the currency of the United States of America. We may accept purchase payments in another form, but only with our prior written consent.

As a Participant, Retired Participant, or beneficiary under the Contract you received this Certificate. This Certificate describes the benefits afforded to you under the Contract. These benefits involve the segregation and maintenance of your Participant Account and the ability to convert your Participant Account into a lifetime stream of guaranteed income payments (an annuity).

Your benefits under the Contract are contingent on the Contract remaining in-force. Your Employer or Nationwide may terminate the Contract under certain circumstances and transfer your Participant Account to a funding successor (a new provider). Unless otherwise specified in this Certificate, termination of the Contract ends your benefits under the Contract.

The Contract is not a part of your Plan. Your right to receive benefits and tax treatment of benefits are not governed by the Contract, but instead are determined by your Plan.

The Contract is non-participating and will not share in our surplus.

INTEREST CREDITING UNDER THE CONTRACT

We will credit interest to your account each Business Day based on the annual yield we declare. We also reserve the right to prospectively discontinue accepting Participant Contributions, Exchanges and Transfer allocations.

All guarantees associated with the Contract and your Participant Account allocation to it are liabilities of our General Account and are guaranteed by us.

The Contract is structured with guaranteed annual minimum interest rates and guaranteed quarterly interest rates. The annual minimum guaranteed interest rate is established at the beginning of each calendar year. This guarantee means interest credited through the current calendar year will never be less than this minimum rate. The guaranteed quarterly rate is established at the beginning of each calendar quarter. During the current calendar quarter, interest credited will never be less than this minimum rate.

We establish our interest rate guarantees at our own discretion based upon a multitude of factors.

In the event your Employer terminates the Contract and requests a lump-sum payment on the effective date of termination, amounts allocated to the Contract (including allocations attributable to Participant Accounts) are subject to a negative market-value adjustment.

The Contract is not insured by the FDIC, NCUSIF, or any other Federal government agency. Any Contract guarantees are subject to our claims paying ability.

YOUR PARTICIPANT ACCOUNT

General Information Regarding Participant Accounts

We establish a Participant Account for each Participant under the Plan, including you. Your Participant Account records all relevant transactions you make, or in some cases the Plan makes. It also records Participant Contributions, Exchanges and Transfers, and Participant Benefit Payments.

We may delegate responsibilities regarding maintaining Participant Accounts to one of our third-party affiliates. Your Employer may want us to use another third-party to maintain Participant Accounts. Even if we delegate responsibilities regarding Participant Accounts to a third-party, we will continue to be ultimately responsible for maintaining Participant Accounts.

Calculating the Value of Your Participant Account

Each Business Day, we calculate the value of your Participant Account. The value is determined by taking total Participant Contributions; adding the daily interest earned; adding any incoming Exchanges or Transfer; subtracting any outgoing Exchanges or Transfers; subtracting Contract Owner direct withdrawals; subtracting Participant Benefit Payments; and any applicable charges, plan expenses and/or additional expense charges.

Exchanges and Transfers

We will permit you to Exchange amounts from your Participant Account attributable to the Contract to Sub-Account to a Companion Investment Option. We will permit you to Transfer amounts from your Participant Account attributable to the Contract to a non-Companion Investment Option if permitted by the Plan. If you have severed employment with your Employer, we will also permit you to Transfer amounts in your Participant Account attributable to the Contract to a funding successor.

Transfers and Exchanges add or subtract to the value of your Participant Account attributable to the Contract on the Business Day the transaction is requested. Exchanges to a Companion Investment Option or Transfers to a non-Companion Investment Option are governed by the terms and conditions of these external investment options.

We may permit Exchanges or Transfers to be performed in more than one manner, such as the telephone, in writing, or over the internet. All Exchange and Transfer requests may be subject to rules we establish. Rules covering Exchanges and Transfers are designed to protect you and us, and to ensure all transactions are conducted in an orderly fashion consistent with all applicable laws.

Limitations on Exchanges and Transfers

Outgoing Exchanges and Transfers will be limited depending on elections made by your Employer. You will be subject to either a Participant level limitation or an aggregate limitation based on all assets held in the Contract under the Plan. We will provide you with specific information regarding the restrictions applicable upon request.

Our failure to take action with regard to any one or more of the restrictions listed above is not a waiver on our part of our right to enforce the restrictions later. If we fail to take action on the restrictions in one instance, you should not consider it a waiver of our right to enforce the restrictions at a later date.

Participant Benefit Payments

Your Plan provides the right for you to receive Participant Benefit Payments. In most instances, Participant Benefit Payments are permitted only when you become a Retired Participant or have otherwise severed employment with your Employer. There may be other instances or conditions that arise that may permit you to receive payment from your Participant Account in the form of a Participant Benefit Payment. Requirements and conditions of your receiving such payments are governed by your Employer's Plan.

Retirement Income Payment Options

We will make the following payment schedules and annuity options available to Retired Participants. Payment frequencies available under these income payment options are monthly, quarterly, semi-annual and annual.

- (1) Payments of a Designated Amount - This payment schedule option represents a systematic liquidation of your Participant Account by taking a specified dollar amount at a determined frequency.
- (2) Payments of a Designated Period - This payment schedule option represents a systematic liquidation of your Participant Account by taking payments over a specific period of time at a determined frequency.
- (3) Life Income - This annuity payment provides the Retired Participant with payment contingent exclusively on his or her continuation of life. Payments are calculated using current annuity purchase rates and methods.

- (4) Life Income with Payment Certain (5, 10, 15 and 20 Years) - This annuity payment option provides you with payment contingent on your continuation of life, but with a guarantee that at least a minimum pre-determined duration of payments are received by you and any of your beneficiaries, regardless of your own mortality. Payments are calculated using our current annuity purchase rates and methods.
- (5) Joint and Last Survivor Life Income - This annuity payment option allows you and another named individual to receive payments guaranteed throughout your life and the life of the additional individual you name. Payments cease upon the last “survivor’s” death. We may also permit Joint and Last Survivor annuities with payment reductions after the first death. Payments are calculated using our current annuity purchase rates and methods.
- (6) Any Other Option – We may make any other payment plans available upon agreement of your Employer and us. Additional annuity payment options we make available will be calculated using our current annuity purchase rates and methods.

TERMINATION OF THE CONTRACT

The Contract may be terminated by your Employer or us at any time. The proceeds of the Contract will be paid within one-hundred twenty days (120) of receipt of the notice to terminate by the non-terminating party (the “effective date of termination”). However, if an Underlying Investment Option cannot reasonably liquidate amounts on the effective date of termination, we may deliver, in addition to cash, any unliquidated securities held by the Underlying Investment Option that could not reasonably be liquidated.

We will discontinue accepting additional Purchase Payments to the Contract within thirty (30) days following receipt by the non-terminating party of notice to terminate. We may continue to accept Purchase Payments, however, if we reach a mutual agreement to do so with your Employer. After notice of termination is received by the non-terminating party, further liquidations from the Contract will not be permitted.

Until the effective date of termination is reached, we will continue to maintain your Participant Account and permit you to receive any applicable Participant Benefit Payments. You will not be able to make any Participant Contributions thirty (30) days after notice of termination is received by the non-terminating party. We may continue to accept Purchase Payments, however, if we reach a mutual agreement to do so with your Employer. We will let you continue to make Exchanges and Transfers, subject to any of the limitations imposed on your Participant Account prior to termination.

When the effective date of termination is reached, the Contract, including amounts attributable to your Participant Account, will be transferred to a funding successor using one of the following methods described below (based on your Employer’s election). Once the Contract is terminated and all amounts are paid-out, our liability with regard to benefits and your Participant Account and any benefits described in the Contract and this Certificate will end. However, if you have purchased an annuity payment option (assuming one is available under the Contract) we will continue to send you annuity payments and be obligated to provide you the guaranteed income stream under the annuity payment option.

The Contract will be paid in one of the following two ways (depending on your Employer’s election).

- (1) **Lump-sum Payment.** This payment method involves a total liquidation of the Contract, including amounts allocated to your Participant Account. Your Participant Account will, however, be subject to a market value adjustment if the present value of assets in the Contract attributable to your Participant Account are less than the value of the Contract’s allocation to your Participant Account. We determine any market value adjustment at our sole discretion, but we do so in a manner consistent with approximation of the present value of assets attributable to the Contract. If a market value adjustment is applied, it will decrease the value of the Contract, including amounts in your Participant Account attributable to the Contract.

- (2) Sixty (60) Monthly Installments. This payment method results in the Contract being paid in sixty (60) monthly installments. We do not begin installment payments until the first month of the calendar year following the effective date of termination of the Contract. The amount of each installment is determined by the following:
- (a) the Contract value on the date before the installment is paid; divided by
 - (b) the number of remaining installments.

We will not permit Contract liquidations in addition to the installment payments described above. We also will not permit Exchanges or Transfers.

For Nationwide:



Secretary



President