Nationwide®

IRA Application

For Nationwide Associate use only

For Traditional, ROTH, SEP, and SIMPLE IRAs

FOR NATIONWIDE ASSOCIATE USE ONLY

- **Mail your application to:**
  Nationwide Funds
  P.O. Box 701
  Milwaukee, WI 53201-0701

- **For special delivery or overnight services, mail to:**
  Nationwide Funds
  615 E. Michigan St., FL3
  Milwaukee, WI 53202-5207

Questions? Call 1-800-848-0920

IRA Application

For Nationwide Associate use only

For Traditional, ROTH, SEP, and SIMPLE IRAs

In compliance with the USA PATRIOT Act, all mutual funds are required to obtain the following information for all registered owners and all authorized individuals: **full name, date of birth, Social Security number, and permanent street address**. This information will be used to verify your true identity. We will return your application if any of this information is missing, and we may request additional information from you for verification purposes. In the rare event that we are unable to verify your identity, Nationwide Funds reserves the right to redeem your account as an age-appropriate distribution at the current day's net asset value.

Mail this form, along with any required documents to:

Mail: Nationwide Funds
c/o U.S. Bancorp Fund Services, LLC
PO Box 701
Milwaukee, WI 53201-0701

Overnight Express Mail: Nationwide Funds
c/o U.S. Bancorp Fund Services, LLC
615 E. Michigan St., FL3
Milwaukee, WI 53202-5207

For additional information please call toll-free 1-800-848-0920 or visit us on the Web at nationwide.com/mutualfunds.

1 TYPE OF IRA

If no tax year is indicated, we will assume it is for the current tax year. Refer to disclosure statement for eligibility requirements and contribution limits.

Choose ONE of the following account types:

❑ **Traditional IRA Account** For tax year ____________
- ❑ IRA to IRA Transfer (please complete IRA Transfer Form)
- ❑ Rollover (shareholder had receipt of funds)
- ❑ Inherited IRA - Name of Decedent________________________ Date of Death__________ Date of Birth__________

❑ **IRA Rollover Account**
- ❑ Rollover IRA to Rollover IRA
- ❑ Direct Rollover from qualified plan – complete any additional form(s) required by your Plan Administrator.
  Please check the type of qualified plan:
  ❑ Corporate ❑ Pension ❑ Profit Sharing Plan ❑ 401(k) ❑ 403(b) ❑ Other ________________________

❑ **ROTH IRA Account**
- ❑ For tax year ____________
- ❑ Roth IRA to Roth IRA Transfer (please complete IRA Transfer Form)
- ❑ Traditional IRA Conversion to Roth IRA – year of conversion ________ in which Traditional IRA was converted to Roth IRA
- ❑ Rollover from Roth IRA (shareholder had receipt of funds)
- ❑ Inherited Roth IRA - Name of Decedent________________________ Date of Death__________ Date of Birth__________

❑ **SEP (Simplified Employee Pension Plan)** – Each employee must complete an IRA Application.
- ❑ Contribution
- ❑ Transfer from another SEP IRA Account
- ❑ Rollover (shareholder had receipt of funds)

❑ **SIMPLE IRA** (Be sure to complete Section 12)
- ❑ Contribution
- ❑ Transfer from another SIMPLE IRA Account
- ❑ Rollover (shareholder had receipt of funds)

2 INVESTOR INFORMATION

❑ **Individual**

First Name	M.I.	Last Name	Date of Birth (MM/DD/YYYY)

Social Security Number

3 PERMANENT STREET ADDRESS

Residential Address or Principal Place of Business - Foreign addresses and P.O. Boxes are not allowed.

Street

Apt / Suite

City

State

ZIP Code

Daytime Phone Number

Evening Phone Number

E-Mail Address*

***Please note, you must provide your email address to enroll in eDelivery.**

Mailing Address[1] (if different from Permanent Address)
If completed, this address will be used as the Address of Record for all statements, checks and required mailings. Foreign addresses are not allowed.

Street

Apt / Suite

City

State

ZIP Code

[1]A P.O. Box may be used as the mailing address.

4 E-DELIVERY OPTIONS

I would like to:

❑ Receive all documents electronically

Or Select Document Type:

❑ Receive prospectuses, annual reports and semiannual reports electronically
❑ Receive statements electronically
❑ Receive tax forms electronically

By selecting any of the above options, you agree to waive the physical delivery of the prospectus, fund reports, account statements and/or tax forms. **If you have opted to receive your statements or tax forms electronically, you will need to establish online access to your account, which you may do once your account has been been established by visiting nationwide.com/mutualfunds and selecting Sign Up for Account Access. Please note, you must provide your email address in Section 3 to enroll in eDelivery.**

5 INVESTMENTS

Associate Information

❑ I certify that I am a full-time associate of Nationwide ______________________
Associate Number

❑ I certify that I am an immediate family member of a full-time associate of Nationwide ______________________
Associate Name

Indicate fund(s), investment amount(s) in dollars and share class(es).

Checks must be made payable to **Nationwide Funds.**

Type of Investment Net Asset Value privilege (Class A shares only): **As a Nationwide Associate you are entitled to purchase shares at NAV.**

Type of Payment
❑ Check (in U.S. dollars) payable to Nationwide Funds
❑ By wire (Call 1-800-848-0920 for further instructions.)
❑ Transfer funds from another Nationwide Funds account ______________________
Account Number
❑ Payroll Deduction (Please complete and sign this application as instructed, then call our transfer agent at (800) 848-0920 for instructions. Please keep the attached Associate Direct Deposit Form.)

Nationwide Funds

(Minimum investments do not apply to Nationwide Associates or certain other individuals as stated in each Fund's prospectus and SAI.)
A complete list of fund names and numbers can be found on the Nationwide Funds list page of this application.

❑ I wish to open my account with a monthly Automatic Investment Plan (Complete Section 8).

Fund Name	Fund Number	Investment $ Amount or %

6 DISTRIBUTION OPTIONS

If you check the "Reinvest" box below, all dividend and capital gain distributions will be reinvested in additional shares. If you prefer that distributions be paid in cash, check the "Pay in cash" box below. If you do not make an election, all dividends and capital gains distributions will be reinvested.

Dividends: ❑ Reinvest ❑ Pay in cash **Capital Gains:** ❑ Reinvest ❑ Pay in cash

Please note dividends and capital gains paid in cash may be considered premature distributions, please consult a tax advisor.

7 TELEPHONE AND INTERNET OPTIONS

You automatically have the ability to make telephone and/or Internet purchases*, redemptions* or exchanges per the prospectus, unless you specifically decline below. See the prospectus for minimum and maximum amounts.

**You must provide bank instructions and a voided check in Section 9.*

Please check the box below if you wish to decline these options. If the options are not declined, you are acknowledging acceptance of these options.

❑ **I decline telephone and/or Internet transaction privileges.**

Should you wish to add the options at a later date, a signature guarantee may be required. Please refer to the prospectus or call our shareholder services department for more information.

8 AUTOMATIC INVESTMENT PLAN (AIP)

Your signed application must be received at least 15 business days prior to initial transaction.

If you choose this option, funds will be automatically transferred from your bank account. Please attach a voided check or savings deposit slip to Section 9 of this application. We are unable to debit mutual fund or pass-through ("for further credit") accounts.

Draw money for my AIP (check one): ❑ Monthly ❑ Bimonthly ❑ Quarterly ❑ Biannually ❑ Annually

If no option is selected, the frequency will default to monthly.

Fund Name	Amount Per Draw ($50 minimum)	AIP Start Month	AIP Start Day

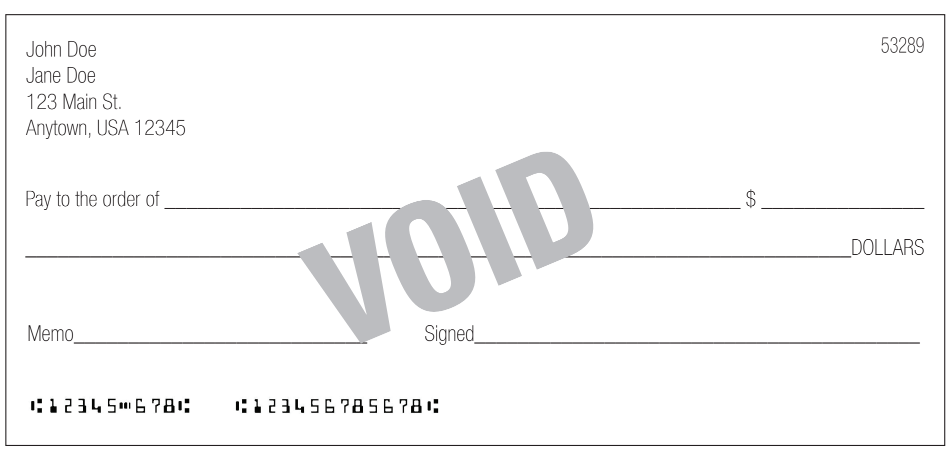
Please keep in mind that:

- Participation in the plan will be terminated upon redemption of all shares.
- If the date you choose to start your AIP falls on a weekend or holiday the transfer will move to the next business day after your selected date.
- Nationwide reserves the right to terminate the AIP if purchases cannot be made.
- An AIP will cease the year in which a shareholder reaches the age of 70 1/2 (excluding SEP, SIMPLE and Roth IRA accounts).

9 BANK INFORMATION

If you have selected an automatic investment plan, wire redemptions, EFT purchases, EFT redemptions or cash distributions, a voided bank check or preprinted savings deposit slip (not a counter deposit slip) is required. We are unable to debit or credit mutual fund or pass-through ("for further credit") accounts.

Please contact your financial institution to determine if it participates in the Automated Clearing House system (ACH).



10 BENEFICIARY INFORMATION | *IF YOU NEED MORE SPACE, PLEASE ENCLOSE A SEPARATE SHEET OF PAPER.*

Primary

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Secondary

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Name	Relationship	Social Security Number	Date of Birth	%

Permanent Street Address (P.O. Box not acceptable)	City	State	ZIP

Please consult a financial adviser about the applicable state and tax law implications of this beneficiary designation that may include the requirement of spousal consent.

Spousal Consent: If you name someone other than or in addition to your spouse as primary beneficiary and reside in a community or marital property state, your spouse must consent by signing below.

I am the spouse of the above named account owner and expressly consent to the beneficiary(ies) designated.

Signature of Spouse	Date
X	

11 SIGNATURE

✔ I have received and understand the prospectus for the Nationwide Funds. I understand Nationwide Funds' investment objectives and policies and agree to be bound by the terms of the prospectus. I acknowledge and consent to the householding (i.e. consolidation of mailings) of regulatory documents such as prospectuses, shareholder reports, proxies, and other similar documents. I may contact Nationwide Funds to revoke my consent. I agree to notify Nationwide Funds of any errors or discrepancies within 45 days after the date of the statement confirming a transaction. The statement will be deemed to be correct, and Nationwide Funds and its transfer agent shall not be liable if I fail to notify Nationwide Funds within such time period. I certify that I am of legal age and have legal capacity to make this purchase.

✔ Nationwide Funds, its transfer agent, and any officers, directors, employees, or agents of these entities (collectively "Nationwide Funds") will not be responsible for banking system delays beyond their control. By completing Sections 5, 6, 7, 8, or 9, I authorize my bank to honor all entries to my bank account initiated through U.S. Bank, NA, on behalf of the applicable Fund. The Nationwide Funds will not be liable for acting upon instruction believed to be genuine and in accordance with the procedures described in the prospectus or the rules of the Automated Clearing House. When AIP or Telephone Purchase transactions are presented, sufficient collected funds must be in my account to pay them. I agree that my bank's treatment and rights to respect each entry shall be the same as if it were signed by me personally. I agree that if any such entries are dishonored with good or sufficient cause, my bank shall be under no liability whatsoever. I further agree that any such authorization, unless previously terminated by my bank in writing, is to remain in effect until Nationwide Funds' transfer agent receives and has had reasonable amount of time to act upon a written notice of revocation.

✔ The assets in your account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

✔ **Depositor and Custodian hereby adopt an agreement establishing an Individual Retirement Account utilizing the language of the Individual Retirement Account Custodial Agreement and as supplemented by the provisions of this application. Depositor acknowledges receipt of a copy of the applicable Individual Retirement Account Custodial Agreement and the required disclosure statement. Depositor acknowledges:** (1) That he or she is of legal age to establish this IRA Custodial Account and a copy of the applicable fund summary prospectus(es) and/or prospectus(es) was/were received and read prior to the execution of this application, and that he or she understands Nationwide Funds' investment objectives and has determined that Nationwide Funds is/are a suitable investment(s) based upon his or her investment needs and financial situation, and he or she certifies that the Social Security number(s) on this form is/are true, correct and complete. (2) That U.S. Bank N.A. is appointed to act as Agent for Depositor in buying shares for the Individual Retirement Account, and U.S. Bank N.A. is authorized to deduct all applicable fees from the account hereby established. **If this is a Rollover IRA, Account Depositor certifies that it has been 60 days or less since the distribution was received.**

Signature of Owner **X** Date (MM/DD/YYYY)

U.S. Bank, NA, hereby accepts its appointment as Custodian of the above IRA account and upon receipt of assets, will deposit such assets in a Nationwide Funds IRA on behalf of the Depositor authorizing this transfer or direct rollover.

U.S. BANK, NA

Joe D. Redwine

Joe Redwine
President, U.S. Bancorp Fund Services, LLC

12 SIMPLE IRA PLANS ONLY

Employer (Company) Name | Employer Street Address

Employer City / State / ZIP Code | Employer Contact Name | Employer Contact Business Phone

13 DEALER INFORMATION

Dealer Name | Representative's Last Name | First Name | M.I.

Dealer's Number | Branch Number | Representative's Number

DEALER MAIN OFFICE INFORMATION:

Address

City | State | ZIP Code

Telephone Number

REPRESENTATIVE BRANCH OFFICE INFORMATION:

Address | Code

City | State | ZIP Code

Telephone Number

! BEFORE YOU MAIL, HAVE YOU:

- ❑ Completed all USA PATRIOT Act required information?
  - Social Security or Tax ID Number in Section 2?
  - Date of Birth in Section 2?
  - Full name in Section 2?
  - Permanent street address in Section 3?
- ❑ Enclosed your personal check made payable to Nationwide Funds?
- ❑ Included a voided check, if applicable?
- ❑ Signed your application in Section 11?
- ❑ Enclosed additional documentation, if applicable?
- ❑ Registered for Online Account Access and eDelivery?

Why you should register for Online Account Access and eDelivery

Accessing and receiving your account and fund information electronically is easy, secure, efficient and environmentally friendly. Online Account Access enables you to access all of your account and fund information from your computer at any time. eDelivery sends you an email each time a new account transaction confirmation, quarterly account statement, tax form or regulatory document is available for you to view. Each email contains a link to these documents. Once you key in your security information, you will be connected immediately to your account-related information. To register, go to nationwide.com/mutualfunds and select Sign Up for Account Access.

For additional information please call toll-free 1-800-848-0920 or visit us on the Web at nationwide.com/mutualfunds.

Mail: Nationwide Funds
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615 E. Michigan St., FL3
Milwaukee, WI 53202-5207

	CLASS A SHARES FUND NUMBER
INTERNATIONAL	
Nationwide Bailard Emerging Markets Equity Fund	6263
Nationwide Bailard International Equities Fund	6230
Nationwide Global Equity Fund	3568
Nationwide International Index Fund	3405
SMALL CAP	
Nationwide Bailard Cognitive Value Fund	6211
Nationwide Geneva Small Cap Growth Fund	6227
Nationwide HighMark Small Cap Core Fund	6251
Nationwide Small Cap Index Fund	3402
Nationwide Small Company Growth Fund	3554
Nationwide U.S. Small Cap Value Fund	3276
MID CAP	
Nationwide Geneva Mid Cap Growth Fund	6223
Nationwide Herndon Mid Cap Value Fund	6271
Nationwide Mid Cap Market Index Fund	3415
LARGE CAP	
Nationwide Bailard Technology & Science Fund	6215
Nationwide Fund	3533
Nationwide Growth Fund	3528
Nationwide HighMark Large Cap Core Equity Fund	6234
Nationwide S&P 500 Index Fund	3418
Nationwide Ziegler Equity Income Fund	6219
Nationwide Ziegler NYSE Arca Tech 100 Index Fund	6244
ASSET ALLOCATION	
Nationwide Destination 2010 Fund	3266
Nationwide Destination 2015 Fund	3267
Nationwide Destination 2020 Fund	3268
Nationwide Destination 2025 Fund	3269
Nationwide Destination 2030 Fund	3270
Nationwide Destination 2035 Fund	3271
Nationwide Destination 2040 Fund	3272
Nationwide Destination 2045 Fund	3273
Nationwide Destination 2050 Fund	3274
Nationwide Destination 2055 Fund	3278
Nationwide Destination 2060 Fund	3840
Nationwide Investor Destinations Aggressive Fund	3389
Nationwide Investor Destinations Conservative Fund	3410
Nationwide Investor Destinations Moderate Fund	3395
Nationwide Investor Destinations Moderately Aggressive Fund	3392
Nationwide Investor Destinations Moderately Conservative Fund	3398
Nationwide Portfolio Completion Fund	3556
Nationwide Retirement Income Fund	3275

	CLASS A SHARES FUND NUMBER
FIXED-INCOME	
Nationwide Amundi Global High Yield Fund	6275
Nationwide Amundi Strategic Income Fund	6279
Nationwide Bond Fund	3535
Nationwide Bond Index Fund	3408
Nationwide Core Plus Bond Fund	3586
Nationwide Government Bond Fund	3529
Nationwide High Yield Bond Fund	3572
Nationwide HighMark Bond Fund	6204
Nationwide HighMark California Intermediate Tax Free Bond Fund	6208
Nationwide HighMark National Intermediate Tax Free Bond Fund	6241
Nationwide HighMark Short Term Bond Fund	6248
Nationwide Inflation-Protected Securities Fund	3576
Nationwide Money Market Fund	3530
Nationwide Ziegler Wisconsin Tax Exempt Fund	6259

Nationwide Funds distributed by **Nationwide Fund Distributors LLC**, member FINRA, King of Prussia, Pa.

NATIONWIDE MUTUAL FUNDS - ASSOCIATE DIRECT DEPOSIT FORM (Please complete if you are establishing a direct deposit.)

Do not return this page with your completed application. Please keep it to record your account number and set up direct deposit.

INSTRUCTIONS FOR DIRECT DEPOSIT

You may authorize Nationwide to set up direct deposit payments from your paycheck into your Nationwide Mutual Funds Account by following the instructions below.

In order to initiate the direct deposit feature, you must have an account number.

Once you have your account number, you can begin setting up direct deposit.

Please call our transfer agent at (800) 848-0920 for instructions on how to fax in your account application and receive a telephone call back within 24 hours with your new account number. Please record your account number below in the applicable section of the direct deposit instructions.

- Log onto the Nationwide HRIS system
- Click on the "Direct Deposit" link under "My Payroll and Compensation."
- Click the "Add Account" button

Direct Deposit Account and Routing Information

NOTE: You must provide this information in order for your employer or check issuer to set up your direct deposit. All boxes must contain a number. Please add zeroes to the beginning of your Nationwide Mutual Funds Account Number if necessary to eliminate blank boxes.

❑ **Associate**

First Name ______ M.I. ______ Last Name ______ Date of Birth (MM/DD/YYYY) ______

Employee Number ______

Account Number

Routing Number

0	7	5	0	0	0	0	2	2

Fund Number (found on funds list)	Nationwide Mutual Funds Account Number	Amount (per draw)
8 8 _ _ _ _	0 _ _ _ _ _ _ _ _ _ _	$ _ _ _ _
8 8 _ _ _ _	0 _ _ _ _ _ _ _ _ _ _	$ _ _ _ _
8 8 _ _ _ _	0 _ _ _ _ _ _ _ _ _ _	$ _ _ _ _
8 8 _ _ _ _	0 _ _ _ _ _ _ _ _ _ _	$ _ _ _ _

Now, enter the combined account number above with a total of 17 digits in the "Account Number" field on the HRIS system.

If you need assistance or have any questions regarding establishing your payroll deduction, please contact the Associate Service Center at 1-877-768-7231 (TDD/TYY users, call 614-249-0452).

Signature ______ Date ______

PRIVACY STATEMENT

June 2015

We value you as a customer and respect your right to privacy. We know that you purchase our products and services because you trust that we will stand behind our promises. We pledge our commitment to treat your information responsibly, and we created this privacy policy to show you that we are working hard to protect your privacy.

Confidentiality and security

We use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third-party business partners are bound by law to use the information only for our purposes. They may not disclose it or use it in any other way. We comply with all data security laws.

Collecting your personal information

We collect personal information about you from different sources. We collect information you send us on applications and forms. We collect information from your transactions with us, our sister companies, brokers, or other financial intermediaries through whom you buy or sell shares of Nationwide Funds, or others. Based on the product or services requested, we may collect information from a consumer reporting agency.

Sharing your personal information for business purposes

We do not sell your information to anyone. We may share your information with other Nationwide companies and business partners that carry out services and marketing for us. We may disclose your information as required or permitted by law. We may disclose your information for a legal or regulatory purpose or to combat fraud or inappropriate trading practices in shares of Nationwide Funds. These include the following types of information.

- Information we receive from you on applications or other forms. This may include your name, address, beneficiaries, Social Security number, and family member information. This may also include assets, income, and the property address and value.

- This may include information from your transactions with us, our sister companies, or with other financial intermediaries. It may include your account balance, trading history, policy coverage, and payment history. It may also include premium paid, preferences, shares you purchase, claims, and purchase method.

- This may include information we receive from a consumer-reporting agency or other reporting agencies. It may include your credit report and employment data. These depend on the products you select.

- We may share your information with our investment adviser, investment company, broker-dealer, IRA custodian, and transfer agent affiliates, as well as to other of our affiliates.

Sharing your personal information for marketing purposes

We do not sell your personal information to anyone for any reason. We have chosen not to share your personal information with anyone except to service your product. Therefore, there is no need for you to opt out. If we change our policy, we will tell you and give you a chance to opt out before we share your information.

Questions

We value our customers and want you to understand how we use the information we collect. If you have any questions about our privacy policy, please contact us toll free at 1-800-848-0920.

We have a process that allows you to review your information. We can only give access to information that we control and can reasonably retrieve. We also check the identity of the person making the request. You may request that we correct your information in our files. Please note that we do not control the items provided by third parties. So, you will need to contact the third party and correct their information.

This privacy statement describes our privacy practices for both current and former customers. If you request, we will send more copies of this statement.

Thank you for choosing us.
Nationwide is On Your Side.®

Nationwide Funds Group
Nationwide Mutual Funds
Nationwide Variable Insurance Trust
Nationwide Fund Advisors
Nationwide Fund Management LLC
Nationwide Fund Distributors LLC

Custodial Account Agreement For Individual Retirement Accounts

For additional information please call toll-free 800-848-0920 or visit us on the web at nationwide.com/mutualfunds.

Mailing Address:
Nationwide Funds
c/o U.S. Bancorp Fund Services, LLC
PO Box 701
Milwaukee, WI 53201-0701

Overnight Address:
Nationwide Funds
c/o U.S. Bancorp Fund Services, LLC
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Milwaukee, WI 53202-5207

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REV. 01-2015

Table of Contents

***Please refer to the Fund's prospectus for the availability of this account type.**

Nationwide Funds
Individual Retirement Account & Coverdell Education Savings Account Disclosure Statement

General Information

Please read the following information together with the Individual Retirement Account Custodial Agreement and the Prospectus(es) for the Fund(s) you select for investment.

General Principles

1. Are There Different Types of IRAs or Other Tax Deferred Accounts?

Yes. Upon creation of a tax deferred account, you must designate whether the account will be a Traditional IRA, a Roth IRA, or a Coverdell Education Savings Account ("CESA"). (In addition, there are Simplified Employee Pension Plan ("SEP") IRAs and Savings Incentive Matched Plan for Employees of Small Employers ("SIMPLE") IRAs, which are discussed in the Disclosure Statement for Traditional IRAs).

- In a Traditional IRA, amounts contributed to the IRA may be tax deductible at the time of contribution. Distributions from the IRA will be taxed upon distribution except to the extent that the distribution represents a return of your own contributions for which you did not claim (or were not eligible to claim) a deduction.
- In a Roth IRA, amounts contributed to your IRA are taxed at the time of contribution, but distributions from the IRA are not subject to tax if you have held the IRA for certain minimum periods of time (generally, until age 59½ but in some cases longer).
- In a Coverdell Education Savings Account, you contribute to an IRA maintained on behalf of a beneficiary and do not receive a current deduction. However, if amounts are used for certain educational purposes, neither you nor the beneficiary of the IRA are taxed upon distribution.

Each type of account is a custodial account created for the exclusive benefit of the beneficiary – you (or your spouse) in the case of the Traditional IRA and Roth IRA, and a named beneficiary in the case of a Coverdell Education Savings Account. U.S. Bank, National Association serves as Custodian of the account. Your, your spouse's or your beneficiary's (as applicable) interest in the account is nonforfeitable.

2. Can I Revoke My Account?

This account may be revoked any time within seven calendar days after it is established by mailing or delivering a written request for revocation to: Nationwide Funds, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701. If the revocation is mailed, the date of the postmark (or the date of certification if sent by certified or registered mail) will be considered the revocation date. Upon proper revocation, a full refund of the initial contribution will be issued, without any adjustments for items such as administrative fees or fluctuations in market value. You may always redeem your account after this time, but the amounts distributed to you will be subject to the tax rules applicable upon distribution from a tax deferred account as discussed later and the redemption amount will be subject to market fluctuations. (While current regulations technically only extend the right to redeem a Traditional IRA, it has been assumed that the right applies to all Roth IRAs and Coverdell Education Savings Accounts. These accounts will be administered consistently with that interpretation until the IRS issues guidance to the contrary.)

3. Financial Disclosure

Contributions made to an IRA will be invested, at your election, in one or more of the regulated investment companies for which Nationwide Fund Advisors serves as Investment Advisor or any other regulated investment company designated by Nationwide Funds. No part of the account(s) may be invested in life insurance contracts; further, the assets of the account(s) may not be commingled with other property.

Information about the shares of each mutual fund available for investment by your account(s) must be furnished to you in the form of a prospectus governed by rules of the Securities and Exchange Commission. Please refer to the prospectus for detailed information concerning your mutual fund. You may obtain further information concerning IRAs and Coverdell Education Savings Accounts from any District Office of the Internal Revenue Service. You can also obtain further information concerning IRAs by accessing IRS Publication 590 or Coverdell Education Savings Accounts by accessing IRA Publication 970 on the IRS web site at http://www.irs.gov.

Fees and other expenses of maintaining the account(s) may be charged to you or the account(s). The current fee schedule is per account and shown below:

Traditional, SEP, SIMPLE, and Roth IRA annual maintenance fee	$10.00

(An account is defined as an investment in a single regulated investment company within a Mutual Fund complex, regardless of whether your account number is the same for more than one fund.)

If you decide not to prepay the annual maintenance fee, it will be deducted from your account(s) after September 15th of each year, and enough shares will be redeemed to cover the fee. The Custodian may change the fees payable in connection with the custodial account without prior notification.

The method for computing and allocating annual earnings on your IRA will differ based on the investments chosen. Refer to the investment prospectus for the methods used for computing and allocating annual earnings. The growth in value of your IRA is neither guaranteed nor protected.

Disclosure Statement for Traditional IRAs

1. Am I Eligible to Contribute to a Traditional IRA?

Employees with compensation income and self-employed individuals with earned income are eligible to contribute to a Traditional IRA. (For convenience, all future references to compensation are deemed to mean "earned income" in the case of a self-employed individual.) Employers may also contribute to Traditional IRAs established for the benefit of their employees. In addition, you may establish a Traditional IRA to receive rollover contributions and transfers from the trustee or Custodian of another Traditional IRA or the Custodian or trustee of certain other retirement plans.

2. When Can I Make Contributions?

You may make regular contributions to your Traditional IRA any time up to and including the due date for filing your tax return for the year, not including extensions. You may continue to make regular contributions to your Traditional IRA up to (but not including) the calendar year in which you reach age 70½. (If you are over age 70½ but your spouse has not yet attained that age, contributions to your spouse's Traditional IRA may continue so long as you and your spouse, based on a joint tax return, have sufficient compensation income.) If you are currently contributing into your IRA account via a systematic purchase plan, the Custodian will stop the systematic purchase plan in the year in which you turn 70½ to prevent excess contributions. Employer contributions to a Simplified Employee Pension Plan or a SIMPLE Plan may be continued after you attain age 70½. Eligible rollover contributions and transfers may be made at any time, including after you reach age 70½.

3. How Much May I Contribute to a Traditional IRA?

Year	2014	2015
IRA Contribution Limit	$5,500	$5,500

As a result of the Economic Growth and Tax Relief Reconciliation Act ("EGTRRA") of 2001, the maximum dollar amount of annual contributions you may make to a Traditional IRA is $5500 for tax years beginning in 2013 with the potential for Cost-of-Living Adjustment (COLA) increases in $500 increments.

You may make annual contributions to a Traditional IRA in any amount up to 100% of your compensation for the year or the maximum contribution shown in the table above, whichever is less. The limitation is reduced by contributions you make to another Traditional IRA or to a Roth IRA, but is not reduced by contributions to a Coverdell Education Savings Account for the benefit of another taxpayer. Qualifying rollover contributions and transfers are not subject to these limitations. All contributions must be in cash, check, Automated Clearing House (ACH) or wire.

If you are age 50 or older by the end of the year, you may make additional "catch-up" contributions to an IRA. The "catch-up" contribution limit is $1,000 for tax years 2007 and beyond.

In addition, if you are married and file a joint return, you may make contributions to your spouse's Traditional IRA. However, the maximum amount contributed to both your own and to your spouse's Traditional IRA may not exceed 100% of your combined compensation or the maximum contribution shown in the table above, whichever is less. The maximum amount that may be contributed to either your Traditional IRA or your spouse's Traditional IRA is shown in the table above. Again, these dollar limits are reduced by any contributions you or your spouse make to a Roth IRA, but are not affected by contributions either of you make to a Coverdell Education Savings Account for the benefit of another taxpayer.

If you are the beneficiary of a Coverdell Education Savings Account, certain additional limits may apply to you. Please contact your tax advisor for more information.

4. Can I Rollover or Transfer Amounts from Other IRAs or Employer Plans?

You are allowed to "roll over" a distribution, i.e., transfer your assets from one Traditional IRA to another, without any tax liability. Rollovers between Traditional IRAs may be made once every 12 months and must be accomplished within 60 days after the distribution. Beginning in 2015, just one 60 day rollover is allowed in any 12 month period, inclusive of all Traditional, Roth, SEP, and SIMPLE IRAs owned. Under certain conditions, you may roll over (tax-free) all or a portion of a distribution received from a qualified plan or tax-sheltered annuity in which you participate or in which your deceased spouse participated. In addition, you may also make a rollover contribution to your Traditional IRA from a qualified deferred compensation arrangement. Amounts from a Roth IRA may not be rolled over into a Traditional IRA. If you have a 401(k), Roth 401(k) or Roth 403(b) and you wish to rollover the assets into an IRA you must roll any designated Roth assets, or after tax assets, to a Roth IRA and roll the remaining plan assets to a Traditional IRA. In the event of your death, the designated beneficiary of your 401K Plan may have the opportunity to rollover proceeds from that Plan into a Beneficiary IRA account. In general, strict limitations apply to rollovers, and you should seek competent advice in order to comply with all of the rules governing rollovers.

Most distributions from qualified retirement plans will be subject to a 20% withholding requirement. The 20% withholding can be avoided by electing a "direct rollover" of the distribution to a Traditional IRA or to certain other types of retirement plans. You should receive more information regarding these withholding rules and whether your distribution can be transferred to a Traditional IRA from the plan administrator prior to receiving your distribution.

5. Are My Contributions to a Traditional IRA Tax Deductible?

Although you may make a contribution to a Traditional IRA within the limitations described above, all or a portion of your contribution may be nondeductible. No deduction is allowed for a rollover contribution (including a "direct rollover") or transfer. For "regular" contributions, the taxability of your contribution depends upon your tax filing status, whether you (and in some cases your spouse) are an "active participant" in an employer-sponsored retirement plan, and your income level.

An employer-sponsored retirement plan includes any of the following types of retirement plans:

- a qualified pension, profit-sharing, or stock bonus plan established in accordance with IRC 401(a) or 401(k);
- a Simplified Employee Pension Plan (SEP) (IRC 408(k));
- a deferred compensation plan maintained by a governmental unit or agency;
- tax-sheltered annuities and custodial accounts (IRC 403(b) and 403(b)(7));
- a qualified annuity plan under IRC Section 403(a); or
- a Savings Incentive Match Plan for Employees of Small Employers (SIMPLE Plan).

Generally, you are considered an "active participant" in a defined contribution plan if an employer contribution or forfeiture was credited to your account during the year. You are considered an "active participant" in a defined benefit plan if you are eligible to participate in a plan, even though you elect not to participate. You are also treated as an "active participant" if you make a voluntary or mandatory contribution to any type of plan, even if your employer makes no contribution to the plan.

If you are not married (including a taxpayer filing under the "head of household" status), the following rules apply:

- If you are not an "active participant" in an employer-sponsored retirement plan, you may make a contribution to a Traditional IRA (up to the contribution limits detailed in Section 3).
- If you are single and you are an "active participant" in an employer-sponsored retirement plan, you may make a fully deductible contribution to a Traditional IRA (up to the contribution limits detailed in Section 3), but then the deductibility limits of a contribution are related to your Adjusted Gross Income (AGI) as given as follows:

Year	Eligible to Make a Deductible Contribution if AGI is Less Than or Equal to:	Eligible to Make a Partially Deductible Contribution if AGI is Between:	Not Eligible to Make a Deductible Contribution if AGI is Over:
2014	$60,000	$60,000 - $70,000	$70,000
2015 & After - subject to COLA increases	$61,000	$61,000 - $71,000	$71,000

If you are married, the following rules apply:

- If you and your spouse file a joint tax return and neither you nor your spouse is an "active participant" in an employer-sponsored retirement plan, you and your spouse may make a fully deductible contribution to a Traditional IRA (up to the contribution limits detailed in Section 3).
- If you and your spouse file a joint tax return and both you and your spouse are "active participants" in employer-sponsored retirement plans, you and your spouse may make fully deductible contributions to a Traditional IRA (up to the contribution limits detailed in Section 3), but then the deductibility limits of a contribution are as follows:

Year	Eligible to Make a Deductible Contribution if AGI is Less Than or Equal to:	Eligible to Make a Partially Deductible Contribution if AGI is Between:	Not Eligible to Make a Deductible Contribution if AGI is Over:
2014	$96,000	$96,000 - $116,000	$116,000
2015 & After - subject to COLA increases	$98,000	$98,000 - $118,000	$118,000

- If you and your spouse file a joint tax return and only one of you is an "active participant" in an employer-sponsored retirement plan, special rules apply. If your spouse is the "active participant," a fully deductible contribution can be made to your IRA (up to the contribution limits detailed in Section 3) if your combined adjusted gross income does not exceed $181,000 in 2014 or $183,000 in 2015. If your combined adjusted gross income is between $181,000 and $191,000 in 2014, or $183,000 and 193,000 in 2015, your deduction will be limited as described below. If your combined adjusted gross income exceeds $191,000 in 2014 or $193,000 in 2015, your contribution will not be deductible. Your spouse, as an "active participant" in an employer-sponsored retirement plan, may make a fully deductible contribution to a Traditional IRA if your combined adjusted gross income does not exceed the amounts listed in the table above. Conversely, if you are an "active" participant" and your spouse is not, a contribution to your Traditional IRA will be deductible if your combined adjusted gross income does not exceed the amounts listed in the table above.

- If you are married and file a separate return, and neither you nor your spouse is an "active participant" in an employer-sponsored retirement plan, you may make a fully deductible contribution to a Traditional IRA (up to the contribution limits detailed in Section 3). If you are married, filing separately, and either you or your spouse is an "active participant" in an employer-sponsored retirement plan, you may not make a fully deductible contribution to a Traditional IRA.
- For purposes of these rules, Adjusted Gross Income (1) is determined without regard to the exclusions from income arising under Section 135 (exclusion of certain savings bond interest), Section 137 (exclusion of certain employer provided adoption expenses), Section 221 (exclusion of certain education loan interest payments), and Section 911 (certain exclusions applicable to U.S. citizens or residents living abroad) of the Code, (2) is not reduced for any deduction that you may be entitled to for IRA contributions, and (3) takes into account the passive loss limitations under Section 469 of the Code and any taxable benefits under the Social Security Act and Railroad Retirement Act as determined in accordance with Section 86 of the Code.

Please note that the deduction limits are not the same as the contribution limits. You can contribute to your Traditional IRA in any amount up to the contribution limits detailed in Section 3. The amount of your contribution that is deductible for federal income tax purposes is based upon the rules described in this section. If you (or where applicable, your spouse) are an "active participant" in an employer-sponsored retirement plan, you can use the following steps to calculate whether your contribution will be fully or partially deductible:

Step 1 Subtract the applicable income limit from your adjusted gross income as determined above. If the result is $10,000 or more (after 2006, $20,000 or more for a married individual filing jointly), you can only make a nondeductible contribution to your Traditional IRA.

Step 2 Divide the above figure by $10,000 (after 2006, $20,000 for a married individual filing jointly) and multiply that percentage by your maximum contribution.

Step 3 Subtract the dollar amount (result from (b) above) from your maximum contribution limit to determine the amount that is deductible.

If the deduction limit is not a multiple of $10 then it should be rounded up to the next $10. If you are eligible to make any deductible contribution, you may make a $200 minimum deductible contribution.

Even if your income exceeds the limits described above, you may make a contribution to your IRA up to the contribution limitations described in Section 3. To the extent that your contribution exceeds the deductible limits, it will be nondeductible. However, earnings on all IRA contributions are tax deferred until distribution. You must designate on your federal income tax return the amount of your Traditional IRA contribution that is nondeductible and provide certain additional information concerning nondeductible contributions. Overstating the amount of nondeductible contributions will generally subject you to a penalty of $100 for each overstatement.

Savers Credit for IRA Contributions:

A credit of up to $1,000, or up to $2,000 if married filed jointly, may be available to certain taxpayers having a joint AGI of less than $60,000 in 2014, or $61,000 in 2015. The credit may also be available to certain taxpayers who are heads of household with an AGI of less than $45,000 in 2014, or $45,750 in 2015, or married individuals filing separately and singles with an AGI less than $30,000, or $30,500 in 2015. Some of the restrictions that apply include:

- the individual must be at least 18;
- not a full-time student;
- not declared as a dependent on another taxpayer's return; or
- any distribution from most retirement plans (qualified and non-qualified) will decrease the eligible contribution.

6. What if I Make an Excess Contribution?

Contributions that exceed the allowable maximum for federal income tax purposes are treated as excess contributions. A nondeductible penalty tax of 6% of the excess amount contributed will be added to your income tax for each year in which the excess contribution remains in your account.

7. How Do I Correct an Excess Contribution?

If you make a contribution in excess of your allowable maximum, you may correct the excess contribution and avoid the 6% penalty tax under Section 4973 of the Internal Revenue Code for that year by withdrawing the excess contribution and its earnings on or before the due date, including extensions, of the tax return for the tax year for which the contribution was made (generally October 15th). Any earnings on the withdrawn excess contribution may be subject to a 10% early distribution penalty tax if you are under age 59½. In addition, in certain cases an excess contribution may be withdrawn after the time for filing your tax return. Finally, excess contributions for one year may be carried forward and applied against the contribution limitation in succeeding years.

8. Can a Simplified Employee Pension Plan Be Used in Conjunction with a Traditional IRA?

A Traditional IRA may also be used in connection with a Simplified Employee Pension Plan (SEP Plan) established by your employer (or by you if you are self-employed). In addition, if your SEP Plan was in effect on December 31, 1996 and permitted salary reduction contributions, you may elect to have your employer make salary reduction contributions. Several limitations on the amount that may be contributed apply. First, salary reduction contributions (for plans that are eligible) may not exceed $17,500 in 2014 and $18,000 in 2015. The limits may be adjusted periodically for cost of living increases. Second, the combination of all contributions for any year (including employer contributions and, if your SEP Plan is eligible, salary reduction contributions) cannot exceed 25% of compensation. The 2014 compensation limit of $260,000 is increased for 2015 to $265,000 and may be adjusted periodically for cost of living increases. A number of special rules apply to SEP Plans, including a requirement that contributions generally be made on behalf of all employees of the employer (including for this purpose a sole proprietorship or partnership) who satisfy certain minimum participation requirements. It is your responsibility and that of your employer to see that contributions in excess of normal IRA limits are made under and in accordance with a valid SEP Plan.

If making a Traditional IRA contribution to a SEP IRA and if you are at least age 50 before the end of the plan year, you may make additional "catch-up" contributions in the amount of $1,000 for 2015.

Please note that an IRS Model 5305-SEP Form must be provided to any participating employee in a Simplified Employee Pension Plan.

9. Can a Savings and Incentive Match Plan for Employees of Small Employers ("SIMPLE") Be Used in Conjunction with a Traditional IRA?

A Traditional IRA may also be used in connection with a SIMPLE Plan established by your employer (or by you if you are self-employed). When this is done, the IRA is known as a SIMPLE IRA, although it is similar to a Traditional IRA with the exceptions described below. Under a SIMPLE Plan, you may elect to have your employer make salary reduction contributions to your SIMPLE IRA up to $12,000 in 2014 and $12,500 in 2015. The limits may be adjusted periodically for cost of living increases. In addition, your employer will contribute certain amounts to your SIMPLE IRA, either as a matching contribution to those participants who make salary reduction contributions or as a non-elective contribution to all eligible participants whether or not they make salary reduction contributions. A number of special rules apply to SIMPLE Plans, including (1) a SIMPLE Plan generally is available only to employers with fewer than 100 employees, (2) contributions must be made on behalf of all employees of the employer (other than bargaining unit employees) who satisfy certain minimum participation requirements, (3) contributions are made to a special SIMPLE IRA that is separate and apart from your other IRAs, (4) if you withdraw from your SIMPLE IRA during the two-year period during which you first began participation in the SIMPLE Plan, the early distribution excise tax (if otherwise applicable) is increased to 25%; and (5) during this two-year period, any amount withdrawn may be rolled over tax-free only into another SIMPLE IRA (and not to a Traditional IRA (that is not a SIMPLE IRA) or to a Roth IRA). It is your responsibility and that of your employer to see that contributions in excess of normal IRA limits are made under and in accordance with a valid SIMPLE Plan.

If you are at least age 50 before the end of the plan year, you may make additional "catch-up" contributions in the amount of $2,500 for 2014, or $3,000 in 2015. The limits may be adjusted periodically for cost of living increases.

Please note that IRS Model 5304-SIMPLE IRA and 5305-SA Forms must be provided to any participating SIMPLE-IRA Employee.

10. When can Distributions be taken from a Traditional IRA?

You may at any time request distribution of all or any portion of your account. However, distributions made prior to age 59½ may be subject to an additional 10% penalty tax, unless some other exception applies, as discussed in more detail in paragraph 18 below.

11. When Must Distributions from a Traditional IRA Begin?

You must begin receiving the assets in your account no later than April 1 following the calendar year in which you reach age 70½.

12. How are Required Minimum Distributions Computed?

A required minimum distribution ("RMD") is determined by dividing the account balance (as of the prior calendar year end) by the distribution period. For lifetime RMDs, there is a uniform distribution period for almost all IRA owners of the same age. The uniform distribution period table is based on the joint life and last survivor expectancy of an individual and a hypothetical beneficiary 10 years younger. However, if the IRA owner's sole beneficiary is his/her spouse and the spouse is more than 10 years younger than the account owner, then a longer distribution period based upon the joint life and last survivor life expectancy of the IRA owner and spouse will apply. An IRA owner may, however, elect to take more than his/her RMD at any time.

13. What happens if I do not take my RMD?

A federal excise tax penalty under Section 4974 of the Internal Revenue Code may be imposed against you if the RMD is not made for the year you reach age 70½ and for each year thereafter. The penalty is equal to 50% of the amount by which the actual distribution is less than the required minimum.

14. Are There Distribution Rules that Apply after My Death?

Yes. If you die before receiving the balance of your Traditional IRA, distribution of your remaining account balance is subject to several special rules. If you die on or after your required beginning date, the designated beneficiary can stretch payments out over the longer of the beneficiary's remaining life expectancy (using the age of the beneficiary in the year following the year of your death) or your remaining life expectancy (determined using your age in the year of your death) beginning in the year after the year of your death and reduced by 1.0 for each succeeding year. If you die before your required beginning date, your remaining interest may either (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or (ii) begin to be distributed by December 31 of the year following your death over a period not exceeding the life expectancy or expectancies of your designated beneficiary or beneficiaries.

Two additional distribution options are available if your spouse is the beneficiary: (i) payments to your spouse may commence as late as December 31 of the year you would have attained age 70½ and be distributed over a period not exceeding the life expectancy of your spouse, or (ii) your spouse can simply elect to treat your Traditional IRA as his or her own, in which case distributions will be required to commence by April 1 following the calendar year in which your spouse attains age 70½.

15. How do the RMD Rules Impact my Designated Beneficiary or Beneficiaries?

The RMD rules provide for the determination of your designated beneficiary or beneficiaries as of September 30 of the year following your death. Consequently, any beneficiary may be eliminated for purposes of calculating the RMD by the distribution of that beneficiary's benefit, through a valid disclaimer between your death and the end of September following the year of your death, or by dividing your IRA account into separate accounts for each of several designated beneficiaries you may have designated.

16. How Are Distributions From a Traditional IRA Taxed for Federal Income Tax Purposes?

Amounts distributed to you are generally includable in your gross income in the taxable year you receive them and are taxable as ordinary income. To the extent, however, that any part of a distribution constitutes a return of your nondeductible contributions, it will not be included in your income. The amount of any distribution excludable from income is the portion that bears the same ratio as your aggregate non-deductible contributions bear to the balance of your Traditional IRA at the end of the year (calculated after adding back distributions during the year). For this purpose, all of your Traditional IRAs are treated as a single Traditional IRA. Furthermore, all distributions from a Traditional IRA during a taxable year are to be treated as one distribution. The aggregate amount of distributions excludable from income for all years cannot exceed the aggregate non-deductible contributions for all calendar years.

You must elect the withholding treatment of your distribution, as described in paragraph 23 below. No distribution to you or anyone else from a Traditional IRA can qualify for capital gains treatment under the federal income tax laws. Similarly, you are not entitled to the special five- or ten-year averaging rule for lump-sum distributions that may be available to persons receiving distributions from certain other types of retirement plans. Historically, so-called "excess distributions" to you as well as "excess accumulations" remaining in your account as of your date of death were subject to additional taxes. These additional taxes no longer apply.

Any distribution that is properly rolled over will not be includable in your gross income.

17. What Are the Qualifications for Charitable Donations?

The Pension Protection Act of 2006 allows Traditional IRA holders who are age 70½ or older at the time of a distribution to annually exclude qualified charitable distribution amounts up to $100,000 per year from gross income. A qualified charitable distribution must be made payable directly to the qualified charity as described in Section 170(b) of the Internal Revenue Code. Qualified charitable distributions are currently allowed only through the tax year of 2014. Distributions from SEP or SIMPLE IRAs do not qualify for this type of designation.

18. Are There Penalties for Early Distribution from a Traditional IRA?

Distributions from your Traditional IRA made before age 59½ will be subject (in addition to ordinary income tax) to a 10% non-deductible penalty tax unless (i) the distribution is a return of non-deductible contributions, (ii) the distribution is made because of your death, disability, or as part of a series of substantially equal periodic payments over your life expectancy or the joint life expectancy of you and your beneficiary, (iii) the distribution is made for unreimbursed medical expenses in excess of 7.5% of adjusted gross income or is made for reimbursement of medical premiums while you are unemployed, (iv) the distribution is made to pay for certain higher education expenses for you, your spouse, your child, your grandchild, or the child or grandchild of your spouse, (v) subject to various limits, the distribution is used to purchase a first home or, in limited cases, a second or subsequent home for you, your spouse, or you or your spouse's child, grandchild or ancestor, (vi) the distribution is an exempt withdrawal of an excess contribution, (vii) the distribution is made due to an IRS tax levy, or (viii) the distribution is made by member of the Armed Forces Reserve called to active duty for either a period exceeding 179 days or for an indefinite period and is effective for members called to active duty. The penalty tax may also be avoided if the distribution is rolled over to another individual retirement account. See Item 9 above for special rules applicable to distributions from a SIMPLE IRA.

19. What If I Engage in a Prohibited Transaction?

If you engage in a "prohibited transaction," as defined in Section 4975 of the Internal Revenue Code, your account will be disqualified, and the entire balance in your account will be treated as if distributed to you and will be taxable to you as ordinary income. Examples of prohibited transactions are:

a. the sale, exchange, or leasing of any property between you and your account;
b. the lending of money or other extensions of credit between you and your account; or
c. the furnishing of goods, services, or facilities between you and your account.

If you are under age 59½, you may also be subject to the 10% penalty tax on early distributions in addition to ordinary income taxes.

20. What If I Pledge My Account?

If you use (pledge) all or part of your Traditional IRA as security for a loan, then the portion so pledged will be treated as if distributed to you and will be taxable to you as ordinary income during the year in which you make such pledge. The 10% penalty tax on early distributions may also apply in addition to ordinary income taxes.

21. How Are Contributions to a Traditional IRA Reported for Federal Tax Purposes?

Deductible contributions to your Traditional IRA may be claimed as a deduction on your IRS Form 1040 for the taxable year contributed. If any non-deductible contributions are made by you during a tax year, such amounts must be reported on Form 8606 and attached to your Federal Income Tax Return for the year contributed. If you report a non-deductible contribution to your Traditional IRA and do not make the contribution, you will be subject to a $100 penalty for each overstatement unless a reasonable cause is shown for not contributing. Other reporting will be required by you in the event that special taxes or penalties described herein are due. You must also file Form 5329 with the IRS for each taxable year in which the contribution limits are exceeded, a premature distribution takes place, or less than the required minimum amount is distributed from your Traditional IRA.

22. Income Tax Withholding

You must indicate on distribution requests whether or not federal tax should be withheld. Distribution requests without a federal withholding statement require the Custodian to withhold federal tax in accordance with IRS regulations. State withholding may also apply for distribution requests received without a withholding statement.

23. Other Information

The form of your Individual Retirement Account Plan has been approved by the Internal Revenue Service. The Internal Revenue Service approval is a determination only as to the form of the Plan and does not represent a determination of the merits of the Plan as adopted by you. You may obtain further information with respect to your Individual Retirement Account from any district office of the Internal Revenue Service.

Information about the shares of each mutual fund available for investment by your IRA must be furnished to you in the form of a prospectus governed by rules of the Securities and Exchange Commission. Please refer to the prospectus for detailed information concerning your mutual fund.

Traditional Individual Retirement Custodial Account

The following constitutes an agreement establishing an Individual Retirement Account (under Section 408(a) of the Internal Revenue Code) between the depositor and the Custodian.

Article I

Except in the case of a rollover contribution described in Section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(c)(16), an employer contribution to a simplified employee pension plan as described in Section 408(k), or a recharacterized contribution described in Section 408A(d)(6), the custodian will accept only cash contributions up to $4000 for tax years 2005 through 2007, $5000 for tax years 2008 through 2012 and $5500 for 2013 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $4500 for 2005, $5000 for 2006 and 2007, $6000 for 2008 through 2012 and $6500 for 2013 and thereafter. For tax years after 2013, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

The depositor's interest in the balance in the custodial account is non-forfeitable.

Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3) which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with Section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the depositor's required beginning date, April 1 following the calendar year in which the depositor reaches age 70½. By that date, the depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:
   a. A single sum; or
   b. Payments over a period not longer than the life of the depositor or the joint lives of the depositor and his or her designated beneficiary.
3. If the depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   a. If the depositor dies on or after the required beginning date and:
      i. the designated beneficiary is the depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1.0 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period;
      ii. the designated beneficiary is not the depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the depositor and reduced by 1.0 for each subsequent year, or over the period in paragraph (a)(iii) below if longer;
      iii. there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the depositor as determined in the year of the depositor's death and reduced by 1.0 for each subsequent year.
   b. If the depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
      i. the remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the depositor's death. If, however, the designated beneficiary is the depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the depositor would have reached age 70½. But, in such case, if the depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary;
      ii. the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
4. If the depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:

a. the required minimum distribution under paragraph 2(b) for any year, beginning with the year the depositor reaches age 70½, is the depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations Section 1.401(a)(9)-9. However, if the depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the depositor's (or, if applicable, the depositor and spouse's) attained age (or ages) in the year;

b. the required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the depositor's death (or the year the depositor would have reached age 70½, if applicable under paragraph 3(b)(i) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9 of the individual specified in such paragraphs 3(a) and 3(b)(i));

c. the required minimum distribution for the year the depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under Section 408(a)(6).

Article V

1. The depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 408(i) and Regulations Sections 1.408-5 and 1.408-6.

2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and depositor the reports prescribed by the IRS.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with Section 408(a) and related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

Article VIII

1. Investment of Account Assets

a. All contributions to the custodial account shall be invested in the shares of the Nationwide Funds or, if available, any other series of Nationwide Funds or other regulated investment companies for which Nationwide Fund Advisors serves as Investment Advisor or designates as being eligible for investment. Shares of stock of an Investment Company shall be referred to as "Investment Company Shares". To the extent that two or more funds are available for investment, contributions shall be invested in accordance with the depositor's investment election.

b. Each contribution to the custodial account shall identify the depositor's account number and be accompanied by a signed statement directing the investment of that contribution. The Custodian may return to the depositor, without liability for interest thereon, any contribution which is not accompanied by adequate account identification or an appropriate signed statement directing investment of that contribution.

c. Contributions shall be invested in whole and fractional Investment Company Shares at the price and in the manner such shares are offered to the public. All distributions received on Investment Company Shares, including both dividend and capital gain distributions, held in the custodial account shall be reinvested in like shares. If any distribution of Investment Company Shares may be received in additional like shares or in cash or other property, the Custodian shall elect to receive such distribution in additional like Investment Company Shares.

d. All Investment Company Shares acquired by the Custodian shall be registered in the name of the Custodian or its nominee. The depositor shall be the beneficial owner of all Investment Company Shares held in the custodial account.

e. The Custodian agrees to forward to the depositor each prospectus, report, notice, proxy and related proxy soliciting materials applicable to Investment Company Shares held in the custodial account received by the Custodian. By establishing or having established the custodial account, the depositor affirmatively directs the Custodian to vote any Investment Company Shares held on the applicable record date that have not been voted by the depositor prior to a shareholder meeting for which prior notice has been given. The Custodian shall vote with the management of the Investment Company on each proposal that the Investment Company's Board of Directors has approved unanimously. If the Investment Company's Board of Directors has not approved a proposal unanimously, the Custodian shall vote in proportion to all shares voted by the Investment Company's shareholders.

f. The depositor may, at any time, by written notice to the Custodian, in a form acceptable to the Custodian, redeem any number of shares held in the custodial account and reinvest the proceeds in the shares of any other Investment Company upon the terms and within the limitations imposed by then current prospectus of such other Investment Company in which the depositor elects to invest. By giving such instructions, the depositor will be deemed to have acknowledged receipt of such prospectus. Such redemptions and reinvestments shall be done at the price and in the manner such shares are then being redeemed or offered by the respective Investment Companies.

2. Amendment and Termination

a. The Custodian may amend the custodial account (including retroactive amendments) by delivering to the depositor written notice of such amendment setting forth the substance and effective date of the amendment. The depositor shall be deemed to have consented to any such amendment not objected to in writing by the depositor within thirty (30) days of receipt of the notice, provided that no amendment shall cause or permit any part of the assets of the custodial account to be diverted to purposes other than for the exclusive benefit of the depositor or his or her beneficiaries.

b. The depositor may terminate the custodial account at any time by delivering to the Custodian a written notice of such termination.

c. The custodial account shall automatically terminate upon distribution to the depositor or his or her beneficiaries of its entire balance.

3. Taxes and Custodial Fees

Any income taxes or other taxes levied or assessed upon or in respect of the assets or income of the custodial account and any transfer taxes incurred shall be paid from the custodial account. All administrative expenses incurred by the Custodian in the performance of its duties, including fees for legal services rendered to the Custodian, in connection with the custodial account, and the Custodian's compensation shall be paid from the custodial account, unless otherwise paid by the depositor or his or her beneficiaries. Sufficient shares will be liquidated from the custodial account to pay such fees and expenses.

The Custodian's fees are set forth in Section 3 of the General Information section at the beginning of this booklet. Extraordinary charges resulting from unusual administrative responsibilities not contemplated by the schedule will be subject to such additional charges as will reasonably compensate the Custodian. Fees will be charged for any liquidation including transferring to a successor trustee or custodian. The fee will be taken from the remaining balance of the account in the event of a partial liquidation. The fee will be taken from the proceeds in the event of a total liquidation and the balance of the account will be forwarded in accordance with the depositor's instructions.

4. Reports and Notices

a. The Custodian shall keep adequate records of transactions it is required to perform hereunder. After the close of each calendar year, the Custodian shall provide to the depositor or his or her legal representative a written report or reports reflecting the transactions effected by it during such year and the assets and liabilities of the custodial account at the close of the year.

b. All communications or notices shall be deemed to be given upon receipt by the Custodian at: U.S. Bank NA, P.O. Box 701, Milwaukee, Wisconsin 53201-0701 or the depositor at his or her most recent address shown in the Custodian's records. The depositor agrees to advise the Custodian promptly, in writing, of any change of address.

5. Designation of Beneficiary

The depositor may designate a beneficiary or beneficiaries to receive benefits from the custodial account in the event of the depositor's death. In the event the depositor has not designated a beneficiary, or if all beneficiaries shall predecease the depositor, the following persons shall take in the order named:

a. the spouse of the depositor;

b. if the spouse shall predecease the depositor or if the depositor does not have a spouse, then to the depositor's estate.

The depositor may also change or revoke any previously made designation of beneficiary. A designation or change or revocation of a designation shall be made by written notice in a form acceptable to and filed with the Custodian, prior to the complete distribution of the balance in the custodial account. The last such designation on file at the time of the depositor's death shall govern. If a beneficiary dies after the depositor, but prior to receiving his or her entire interest in the custodial account, the remaining interest in the custodial account shall be paid to the beneficiary's estate.

6. Multiple Individual Retirement Accounts

In the event the depositor maintains more than one Individual Retirement Account (as defined in Section 408(a)) and elects to satisfy his or her minimum distribution requirements described in Article IV above by making a distribution from another individual retirement account in accordance with Item 6 thereof, the depositor shall be deemed to have elected to calculate the amount of his or her minimum distribution under this custodial account in the same manner as under the Individual Retirement Account from which the distribution is made.

7. Inalienability of Benefits

Neither the benefits provided under this custodial account nor the assets held therein shall be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind and any attempt to cause such benefits or assets to be so subjected shall not be recognized except to the extent as may be required by law.

8. Rollover Contributions and Transfers

The Custodian shall have the right to receive rollover contributions and to receive direct transfers from other custodians or trustees. All contributions must be made in cash or check.

9. Conflict in Provisions

To the extent that any provisions of this Article VIII shall conflict with the provisions of Articles IV, V and/or VII, the provisions of this Article VIII shall govern.

10. Applicable State Law

This custodial account shall be construed, administered and enforced according to the laws of the State of Wisconsin.

11. Resignation or Removal of Custodian

The Custodian may resign at any time upon thirty (30) days notice in writing to the Investment Company. Upon such resignation, the Investment Company shall notify the depositor, and shall appoint a successor custodian under this Agreement. The depositor or the Investment Company at any time may remove the Custodian upon 30 days written notice to that effect in a form acceptable to and filed with the Custodian. Such notice must include designation of a successor custodian. The successor custodian shall satisfy the requirements of Section 408(h) of the Code. Upon receipt by the Custodian of written acceptance of such appointment by the successor custodian, the Custodian shall transfer and pay over to such successor the assets of and records relating to the custodial account. The Custodian is authorized, however, to reserve such sum of money as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liability constituting a charge on or against the assets of the custodial account or on or against the Custodian, and where necessary may liquidate shares in the custodial account for such payments. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor custodian. The Custodian shall not be liable for the acts or omissions of any predecessor or successor custodian or trustee.

12. Limitation on Custodian Responsibility

The Custodian will not under any circumstances be responsible for the timing, purpose or propriety of any contribution or of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any such contribution or distribution. Further, the Custodian shall not incur any liability or responsibility in taking or omitting to take any action based on any notice, election, or instruction or any written instrument believed by the Custodian to be genuine and to have been properly executed. The Custodian shall be under no duty of inquiry with respect to any such notice, election, instruction, or written instrument, but in its discretion may request any tax waivers, proof of signatures or other evidence which it reasonably deems necessary for its protection. The depositor and the successors of the depositor including any executor or administrator of the depositor shall, to the extent permitted by law, indemnify the Custodian and its successors and assigns against any and all claims, actions or liabilities of the Custodian to the depositor or the successors or beneficiaries of the depositor whatsoever (including without limitation all reasonable expenses incurred in defending against or settlement of such claims, actions or liabilities) which may arise in connection with this Agreement or the custodial account, except those due to the Custodian's own bad faith, gross negligence or willful misconduct. The Custodian shall not be under any duty to take any action not specified in this Agreement, unless the depositor shall furnish it with instructions in proper form and such instructions shall have been specifically agreed to by the Custodian, or to defend or engage in any suit with respect hereto unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.

SIMPLE Individual Retirement Custodial Account

The participant named above is establishing a savings incentive match plan for employees of small employers individual retirement account (SIMPLE IRA) under sections 408(a) and 408(p) to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named above has given the participant the disclosure statement required by Regulations section 1.408-6.

The participant and the custodian make the following agreement:

Article I

The custodian will accept cash contributions made on behalf of the participant by the participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the custodian will accept transfers or rollovers from other SIMPLE IRAs of the participant. No other contributions will be accepted by the custodian.

Article II

The participant's interest in the balance in the custodial account is nonforfeitable.

Article III

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the participant's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The participant's entire interest in the custodial account must be, or begin to be, distributed not later than the participant's required beginning date, April 1 following the calendar year in which the participant reaches age 70½. By that date, the participant may elect, in a manner acceptable to the custodian, to have the balance in the custodial account distributed in:
   (a) A single sum or
   (b) Payments over a period not longer than the life of the participant or the joint lives of the participant and his or her designated beneficiary.
3. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   (a) If the participant dies on or after the required beginning date and:
      (i) the designated beneficiary is the participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      (ii) the designated beneficiary is not the participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
      (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the participant as determined in the year of the participant's death and reduced by 1 for each subsequent year.
   (b) If the participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
      (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the participant's death. If, however, the designated beneficiary is the participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the participant would have reached age 70½. But, in such case, if the participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
      (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death.
4. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each

year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the participant reaches age 70½, is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).

(c) The required minimum distribution for the year the participant reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The participant agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and participant the reports prescribed by the IRS.
3. The custodian also agrees to provide the participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with sections 408(a) and 408(p) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

Article VIII

Article VIII may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

Disclosure Statement for Roth IRAs

1. Am I Eligible to Contribute to a Roth IRA?

Anyone with compensation income whose Adjusted Gross Income (AGI) does not exceed the limits described below is eligible to contribute to a Roth IRA. (For convenience, all future references to compensation are deemed to mean "earned income" in the case of a self-employed individual.) Employers may also contribute to Roth IRAs established for the benefit of their employees. You may also establish a Roth IRA to receive rollover contributions or transfers from another Roth IRA or, in some cases, from a Traditional IRA. You may not roll amounts into a Roth IRA from other retirement plans such as an employer-sponsored qualified plan. However, current law does not appear to prohibit a rollover from a qualified plan into a Traditional IRA and then from the Traditional IRA into a Roth IRA. However, a Traditional IRA must be converted into a Roth IRA before it can be rolled over, and the conversion process is a taxable event.

2. When Can I Make Contributions?

You may make annual contributions to your Roth IRA any time up to and including the due date for filing your tax return for the year, not including extensions. Unlike a Traditional IRA, you may continue to make regular contributions to your Roth IRA even after you attain age 70½. In addition, rollover contributions and transfers (to the extent permitted as discussed below) may be made at any time, regardless of your age.

3. How Much May I Contribute to a Roth IRA?

As a result of the Economic Growth and Tax Relief Reconciliation Act ("EGTRRA") of 2001, the maximum dollar amount of annual contributions you may make to a Roth IRA is $5,500 for tax years beginning in 2013. However, these amounts are phased out or eliminated entirely if your adjusted gross income is over a certain level, as explained in more detail below.

Year	2014	2015
Roth IRA Contribution Limit	$5,500	$5,500

You may make annual contributions to a Roth IRA in any amount up to 100% of your compensation for the year or the maximum contribution limits shown in the table above, whichever is less. The limitation is reduced by any contributions made by you or on your behalf to any other individual retirement plan (such as a Traditional IRA) except SEP IRAs and SIMPLE IRAs. Your annual contribution limitation is not reduced by contributions you make to a Coverdell Education Savings Account that covers someone other than yourself. In addition, qualifying rollover contributions and transfers are not subject to these limitations.

If you are age 50 or older by the end of the year, you may make additional "catch-up" contributions to a Roth IRA. The "catch-up" contribution limit is $1,000 for tax years 2009 and beyond.

If you are married and file a joint return, you may make contributions to your spouse's Roth IRA. However, the maximum amount contributed to both your own and to your spouse's Roth IRA may not exceed 100% of your combined compensation or the maximum contribution shown in the table above, whichever is less. The maximum amount that may be contributed to either your Roth IRA or your spouse's Roth IRA is shown in the table above. Again, these dollar limits are reduced by any contributions made by or on behalf of you or your spouse to any other individual retirement plan (such as a Traditional IRA) except SEP IRAs and SIMPLE IRAs. Again, the limit is not reduced for contributions either of you make to a Coverdell Education Savings Account for someone other than yourselves.

As noted in Item 1, your eligibility to contribute to a Roth IRA depends on your AGI (as defined below). The amount that you may contribute to a Roth IRA is reduced proportionately for AGI which exceeds the applicable dollar amount. For the 2013 tax year, the amount that you may contribute to your Roth IRA is as follows:

Single Individual

Year	Eligible to Make a Contribution if AGI is Less Than:	Eligible to Make a Partial Contribution if AGI is Between:	Not Eligible to Make A Contribution if AGI is Over:
2014	$114,000	$114,000 - $129,000	$129,000
2015 & After - subject to COLA increases	$116,000	$116,000 - $131,000	$131,000

Married Individual Filing a Joint Income Tax Return

Year	Eligible to Make a Contribution if AGI is Less Than:	Eligible to Make a Partial Contribution if AGI is Between:	Not Eligible to Make A Contribution if AGI is Over:
2014	$181,000	$181,000 - $191,000	$191,000
2015 & After - subject to COLA increases	$183,000	$183,000 - $193,000	$193,000

If you are a married taxpayer filing separately, your contribution phases out over the first $10,000 of AGI, so that if your AGI is $10,000 or more you may not contribute to a Roth IRA for the year. Note that the amount you may contribute to a Roth IRA is not affected by your participation in an employer-sponsored retirement plan.

For this purpose, your AGI (1) is determined without regard to the exclusions from income arising under Section 135 (exclusion of certain savings bond interest), Section 137 (exclusion of certain employer provided adoption expenses) and Section 911 (certain exclusions applicable to U.S. citizens or residents living abroad) of the Code, (2) is reduced by the amount paid under an endowment contract described in Section 408(b) of the Code which is properly allocated to the cost of life insurance, (3) takes into account the passive loss limitations under Section 469 of the Code and any taxable benefits under the Social Security Act and Railroad Retirement Act as determined in accordance with Section 86 of the Code, and (4) generally does not take into account income from rollovers (conversions) of Traditional IRAs.

To determine the amount you may contribute to a Roth IRA (assuming it does not exceed 100% of your compensation), use the following calculations:

Step 1 Subtract the applicable dollar amount from your adjusted gross income as determined above. If the result is $15,000 or more ($10,000 or more in the case of a married individual filing jointly or separately), you cannot make a contribution to a Roth IRA.

Step 2 Divide the above figure by $15,000 ($10,000 in the case of a married individual filing jointly or separately), and multiply that percentage by the maximum contribution amount allowed for that taxable year (not including "catch-up" amounts).

Step 3 Subtract the dollar amount (result from (2) above) from your maximum contribution to determine the amount you may contribute to a Roth IRA.

Step 4 In addition to the above limits, the amount you may contribute may not exceed the maximum contribution limits shown in the table above reduced by the amount contributed on your behalf to all other individual retirement accounts (except SEP IRAs and SIMPLE IRAs).

If the contribution limit is not a multiple of $10 it should be rounded up to the next $10. If you are eligible to make any contribution, you may make a minimum $200 contribution.

Your contribution to a Roth IRA is not reduced by any amount you contribute to a Coverdell Education Savings Account for the benefit of someone other than yourself.

If you are the beneficiary of a Coverdell Education Savings Account, additional limits may apply to you. Please contact your tax advisor for more information.

4. Can I Roll Over or Transfer Amounts from Other IRAs?

You are allowed to "roll over" a distribution or transfer your assets from one Roth IRA to another without any tax liability. Rollovers between Roth IRAs are permitted every 12 months and must be accomplished within 60 days after the distribution. Beginning in 2015, just one 60 day rollover is allowed in any 12 month period, inclusive of all Traditional, Roth, SEP, and SIMPLE IRAs owned.

If you are single, head of household or married filing jointly, you may convert amounts from another individual retirement plan (such as a Traditional IRA) to a Roth IRA, there are no AGI restrictions. Mandatory 70½ distributions from Traditional IRAs, must be removed from the Traditional IRA prior to conversion. Rollover amounts (except to the extent they represent non-deductible contributions) are includable in your income and subject to tax in the year of the conversion, but such amounts are not subject to the 10% penalty tax. However, if an amount rolled over from a Traditional IRA is distributed from the Roth IRA before the end of the five-tax-year period that begins with the first day of the tax year in which the rollover is made, a 10% penalty tax will apply. Effective in the tax year 2008, assets may be directly rolled over (converted) from a 401K Plan, 403(b) Plan or a governmental 457 Plan to a Roth IRA.

Subject to the foregoing limits, you may also directly convert a Traditional IRA to a Roth IRA with similar tax results.

Furthermore, if you have made contributions to a Traditional IRA during the year in excess of the deductible limit, you may convert those non-deductible IRA contributions to contributions to a Roth IRA (assuming that you otherwise qualify to make a Roth IRA contribution for the year and subject to the contribution limit for a Roth IRA).

You must report a rollover or conversion from a Traditional IRA to a Roth IRA by filing Form 8606 as an attachment to your federal income tax return. Beginning in 2006, you may roll over amounts from a "designated Roth IRA account" established under a qualified retirement plan. Roth IRA, Roth 401(k) or Roth 403(b) assets may only be rolled over either to another designated Roth Qualified account or to a Roth IRA. Upon distribution of employer sponsored plans the participant may roll designated Roth assets into a Roth IRA but not into a Traditional IRA. In addition, Roth assets cannot be rolled into a Profit-Sharing-only plan or pretax deferral-only 401(k) plan. In the event of your death, the designated beneficiary of your Roth 401K or Roth 403(b) Plan may have the opportunity to rollover proceeds from that Plan into a Beneficiary Roth IRA account. Strict limitations apply to rollovers, and you should seek competent advice in order to comply with all of the rules governing any type of rollover.

5. What if I Make a Contribution for Which I Am Ineligible or Change My Mind About the Type of IRA to Which I Wish to Contribute?

Prior to the due date (including extensions) for filing your tax return, you may elect to "recharacterize" amounts that you contributed to an IRA during the year by making a recharacterization of the contributed amount and earnings. Thus, for example, if you contribute amounts to a Roth IRA and later determine that you are ineligible to make a Roth IRA contribution for the year, you may at any time prior to the tax return due date for the year (including extensions) make a recharacterization of the contributions and earnings to a Traditional IRA.

6. What if I Make an Excess Contribution?

Contributions that exceed the allowable maximum for federal income tax purposes are treated as "excess contributions." A non-deductible penalty tax of 6% of the excess amount contributed will be added to your income tax for each year in which the excess contribution remains in your account.

7. How Do I Correct an Excess Contribution?

If you make a contribution in excess of your allowable maximum, you may correct the excess contribution and avoid the 6% penalty tax for that year by withdrawing the excess contribution and its earnings on or before the date, including extensions, for filing your tax return for the tax year for which the contribution was made (generally October 15th). Any earnings on the withdrawn excess contribution may also be subject to the 10% early distribution penalty tax if you are under age 59½. In addition, although you will still owe penalty taxes for one or more years, excess contributions may be withdrawn after the time for filing your tax return. Excess contributions for one year may be carried forward and applied against the contribution limitation in succeeding years.

An individual who is partially or entirely ineligible to make contributions to a Roth IRA may transfer amounts of up to the yearly contribution limits to a non-deductible Traditional IRA (subject to reduction for amounts remaining in the Roth IRA plus other Traditional IRA contributions).

8. When Can I Take Distribution from a Roth IRA?

You may at any time request distribution of all or any portion of your account. However, distribution made prior to your attainment of age 59½ (or in some cases within five years of establishing your account) may produce adverse tax consequences, unless an exception applies.

9. When Must Distributions from a Roth IRA Begin?

Unlike Traditional IRAs, there is no requirement that you begin distribution of your account during your lifetime at any particular age.

10. Are There Distribution Rules that Apply after My Death?

Yes. If you die before receiving the balance of your IRA, distribution of your remaining account balance is subject to the following rules. If your spouse is not the beneficiary, then your remaining interest may either (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or (ii) begin to be distributed by December 31 of the year following your death over a period not exceeding the life expectancy or expectancies of your designated beneficiary or beneficiaries.

The minimum amount that must be distributed under (ii) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy of the designated beneficiary using the age of the beneficiary in the year following the year of the depositor's death and subtracting one from the divisor for each subsequent year.

Two additional distribution options are available if your spouse is the beneficiary: (i) payments to your spouse may commence as late as December 31 of the year you would have attained age 70½ and be distributed over a period not exceeding the life expectancy of your spouse, or (ii) your spouse can simply elect to treat your Roth IRA as his or her own.

11. How Are Distributions from a Roth IRA Taxed for Federal Income Tax Purposes?

Amounts distributed to you are generally excludable from your gross income if they (i) are paid after you attain age 59½, (ii) are made to your beneficiary after your death, (iii) are attributable to your becoming disabled, (iv) subject to various limits, the distribution is used to purchase a first home or, in limited cases, a second or subsequent home for you, your spouse, or you or your spouse's grandchild or ancestor, or (v) are rolled over to another Roth IRA.

Regardless of the foregoing, if you or your beneficiary receives a distribution within the five-taxable-year period starting with the beginning of the year to which your initial contribution to your Roth IRA applies, the earnings on your account are includable in taxable income. In addition, if you roll over (convert) funds to your Roth IRA from another individual retirement plan (such as a Traditional IRA or another Roth IRA into which amounts were rolled from a Traditional IRA), the portion of a distribution attributable to rolled-over amounts which exceeds the amounts taxed in connection with the conversion to a Roth IRA is includable in income (and subject to penalty tax) if it is distributed prior to the end of the five-tax-year period beginning with the start of the tax year during which the rollover occurred. An amount taxed in connection with a rollover is subject to a 10% penalty tax if it is distributed before the end of the five-tax-year period.

As noted above, the five-year holding period requirement is measured from the beginning of the five-taxable-year period beginning with the first taxable year for which you (or your spouse) made a contribution to a Roth IRA on your behalf. Previously, the law required that a separate five-year holding period apply to regular Roth IRA contributions and to amounts contributed to a Roth IRA as a result of the rollover or conversion of a Traditional IRA. Even though the holding period requirement has been simplified, it may still be advisable to keep regular Roth IRA contributions and rollover/conversion Roth IRA contributions in separate accounts. This is because amounts withdrawn from a rollover/conversion Roth IRA within five years of the rollover/conversion may be subject to a 10% penalty tax.

As noted above, a distribution from a Roth IRA that complies with all of the distribution and holding period requirements is excludable from your gross income. If you receive a distribution from a Roth IRA that does not comply with these rules, the part of the distribution that constitutes a return of your contributions will not be included in your taxable income, and the portion that represents earnings will be includable in your income. For this purpose, certain ordering rules apply. Amounts distributed to you are treated as coming first from your non-deductible contributions. The next portion of a distribution is treated as coming from amounts which have been rolled over (converted) from any non-Roth IRAs in the order such amounts were rolled over. Any remaining amounts (including all earnings) are distributed last. Any portion of your distribution which does not meet the criteria for exclusion from gross income may also be subject to a 10% penalty tax.

Note that to the extent a distribution would be taxable to you, neither you nor anyone else can qualify for capital gains treatment for amounts distributed from your account. Similarly, you are not entitled to the special five- or ten-year averaging rule for lump-sum distributions that may be available to persons receiving distributions from certain other types of retirement plans. Rather, the taxable portion of any distribution is taxed to you as ordinary income. Your Roth IRA is not subject to taxes on excess distributions or on excess amounts remaining in your account as of your date of death.

You must indicate on your distribution request whether federal income taxes should be withheld on a distribution from a Roth IRA. If you do not make a withholding election, we will not withhold federal or state income tax.

Note that, for federal tax purposes (for example, for purposes of applying the ordering rules described above), Roth IRAs are considered separately from Traditional IRAs.

12. What Are the Qualifications for a Charitable Donations?

The Pension Protection Act of 2006 allows Roth IRA holders who are age 70½ or older at the time of a distribution to annually exclude qualified charitable distribution amounts up to $100,000 per year from gross income. A qualified charitable distribution must be made payable directly to the qualified charity as described in Section 170(b) of the Internal Revenue Code. Qualified charitable distributions are currently allowed only through the tax year of 2014. Distributions from SEP or SIMPLE IRAs do not qualify for this type of designation.

13. Are There Penalties for Early Distribution from a Roth IRA?

As indicated above, earnings on your contributions, as well as amounts contributed to a Roth IRA as a rollover from a Traditional IRA, that are distributed before certain events are subject to various taxes. Please see IRS Publication 590 for further information about Roth IRA rules and restrictions.

14. What if I Engage in a Prohibited Transaction?

If you engage in a "prohibited transaction," as defined in Section 4975 of the Internal Revenue Code, your account could lose its tax-favored status. Examples of prohibited transactions are:

a. the sale, exchange, or leasing of any property between you and your account;
b. the lending of money or other extensions of credit between you and your account;
c. the furnishing of goods, services, or facilities between you and your account.

15. What if I Pledge My Account?

If you use (pledge) all or part of your Roth IRA as security for a loan, your account may lose its tax-favored status.

16. How Are Contributions to a Roth IRA Reported for Federal Tax Purposes?

You must file Form 5329 with the IRS to report and remit any penalties or excise taxes. In addition, certain contribution and distribution information must be reported to the IRS on Form 8606 (as an attachment to your federal income tax return.)

17. Is There Anything Else I Should Know?

Your Roth Individual Retirement Account Plan has been approved as to form by the Internal Revenue Service. The Internal Revenue Service approval is a determination only as to the form of the Plan and does not represent a determination of the merits of the Plan as adopted by you. You may obtain further information with respect to your Roth Individual Retirement Account from any district office of the Internal Revenue Service. The statute provides that Roth IRAs are to be treated the same as Traditional IRAs for most purposes. As the IRS clarifies its interpretation of the statute, revised or updated information will be provided.

Roth Individual Retirement Custodial Account

The following constitutes an agreement establishing a Roth IRA (under Section 408A of the Internal Revenue Code) between the depositor and the Custodian.

Article I

Except in the case of a rollover contribution described in Section 408A(e), a recharacterized contribution described in Section 408A(d)(6), or an IRA Conversion Contribution, the Custodian will accept only cash contributions up to $4,000 for tax years 2005 through 2007 and $5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to $4,000 for tax years 2005 through 2007, $5000 for tax years 2008 through 2012 and $5500 for tax years 2013 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

1. The annual contribution limit described in Article I is gradually reduced to $0 for higher income levels. For a single depositor in 2015, the annual contribution is phased out between adjusted gross income (AGI) of $116,000 and $131,000; for a married depositor filing jointly, between AGI of $183,000 to $193,000 and for a married depositor filing separately, between AGI of $0 and $10,000. Adjusted gross income is defined in Section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

Article III

The depositor's interest in the balance in the custodial account is non-forfeitable.

Article IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of Section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of Section 408(m)) except as otherwise permitted by Section 408(m)(3),

which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
    a. The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor;
    b. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations Section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1.0 from the divisor for each subsequent year.
3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

Article VI

1. 1. The depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Sections 408(i) and 408A(d)(3)(E), Regulations Sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The Custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

Article VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with Section 408A, the related regulations, and other published guidance will be invalid.

Article VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

Article IX

1. Investment of Account Assets

a. All contributions to the custodial account shall be invested in the shares of the Nationwide Funds or, if available, any other series of Nationwide Funds or other regulated investment companies for which Nationwide Fund Advisors serves as Investment Advisor or designates as being eligible for investment. Shares of stock of an Investment Company shall be referred to as "Investment Company Shares". To the extent that two or more funds are available for investment, contributions shall be invested in accordance with the depositor's investment election.

b. Each contribution to the custodial account shall identify the depositor's account number and be accompanied by a signed statement directing the investment of that contribution. The Custodian may return to the depositor, without liability for interest thereon, any contribution which is not accompanied by adequate account identification or an appropriate signed statement directing investment of that contribution.

c. Contributions shall be invested in whole and fractional Investment Company Shares at the price and in the manner such shares are offered to the public. All distributions received on Investment Company Shares held in the custodial account shall be reinvested in like shares. If any distribution of Investment Company Shares may be received in additional like shares or in cash or other property, the Custodian shall elect to receive such distribution in additional like Investment Company Shares.

d. All Investment Company Shares acquired by the Custodian shall be registered in the name of the Custodian or its nominee. The depositor shall be the beneficial owner of all Investment Company Shares held in the custodial account.

e. The Custodian agrees to forward to the depositor each prospectus, report, notice, proxy and related proxy soliciting materials applicable to Investment Company Shares held in the custodial account received by the Custodian. By establishing or having established the custodial account, the depositor affirmatively directs the Custodian to vote any Investment Company Shares held on the applicable record date that have not been voted by the depositor prior to a shareholder meeting for which prior notice has been given. The Custodian shall vote with the management of the Investment Company on each proposal that the Investment Company's Board of Directors has approved unanimously. If the

Investment Company's Board of Directors has not approved a proposal unanimously, the Custodian shall vote in proportion to all shares voted by the Investment Company's shareholders.

f. The depositor may, at any time, by written notice to the Custodian, redeem any number of shares held in the custodial account and reinvest the proceeds in the shares of any other Investment Company. Such redemptions and reinvestments shall be done at the price and in the manner such shares are then being redeemed or offered by the respective Investment Companies.

2. Amendment and Termination

a. The Custodian may amend the custodial account (including retroactive amendments) by delivering to the depositor written notice of such amendment setting forth the substance and effective date of the amendment. The depositor shall be deemed to have consented to any such amendment not objected to in writing by the depositor within thirty (30) days of receipt of the notice, provided that no amendment shall cause or permit any part of the assets of the custodial account to be diverted to purposes other than for the exclusive benefit of the depositor or his or her beneficiaries.

b. The depositor may terminate the custodial account at any time by delivering to the Custodian a written notice of such termination.

c. The custodial account shall automatically terminate upon distribution to the depositor or his or her beneficiaries of its entire balance.

3. Taxes and Custodial Fees

Any income taxes or other taxes levied or assessed upon or in respect of the assets or income of the custodial account and any transfer taxes incurred shall be paid from the custodial account. All administrative expenses incurred by the Custodian in the performance of its duties, including fees for legal services rendered to the Custodian, and the Custodian's compensation shall be paid from the custodial account, unless otherwise paid by the depositor or his or her beneficiaries.

The Custodian's fees are set forth in Section 3 of the General Information section at the beginning of this booklet. Extraordinary charges resulting from unusual administrative responsibilities not contemplated by the schedule will be subject to such additional charges as will reasonably compensate the Custodian. Fees will be charged for any liquidation including transferring to a successor trustee or custodian. The fee will be taken from the remaining balance of the account in the event of a partial liquidation. The fee will be taken from the proceeds in the event of a total liquidation and the balance of the account will be forwarded in accordance with the depositor's instructions.

4. Reports and Notices

a. The Custodian shall keep adequate records of transactions it is required to perform hereunder. After the close of each calendar year, the Custodian shall provide to the depositor or his or her legal representative a written report or reports reflecting the transactions effected by it during such year and the assets and liabilities of the custodial account at the close of the year.

b. All communications or notices shall be deemed to be given upon receipt by the Custodian at: U.S. Bank NA, P.O. Box 701, Milwaukee, Wisconsin 53201-0701 or the depositor at his most recent address shown in the Custodian's records. The depositor agrees to advise the Custodian promptly, in writing, of any change of address.

5. Designation of Beneficiary

The depositor may designate a beneficiary or beneficiaries to receive benefits from the custodial account in the event of the depositor's death. In the event the depositor has not designated a beneficiary, or if all beneficiaries shall predecease the depositor, the following persons shall take in the order named:

a. The spouse of the depositor;

b. If the spouse shall predecease the depositor or if the depositor does not have a spouse, then to the depositor's estate.

6. Inalienability of Benefits

The benefits provided under this custodial account shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind and any attempt to cause such benefits to be so subjected shall not be recognized except to the extent as may be required by law.

7. Rollover Contributions and Transfers

Subject to the restrictions in Article I, the Custodian shall have the right to receive rollover contributions and to receive direct transfers from other Custodians or trustees. All contributions must be made by check or wire (no cash).

8. Conflict in Provisions

To the extent that any provisions of this Article IX shall conflict with the provisions of Articles V, VI and/or VIII, the provisions of this Article IX shall govern.

9. Applicable State Law

This custodial account shall be construed, administered and enforced according to the laws of the State of Wisconsin.

10. Resignation or Removal of Custodian

The Custodian may resign at any time upon thirty (30) days notice in writing to the Investment Company. Upon such resignation, the Investment Company shall notify the depositor, and shall appoint a successor custodian under this Agreement. The depositor or the Investment Company at any time may remove the Custodian upon 30 days written notice to that effect in a form acceptable to and filed with the custodian. Such notice must include designation of a successor custodian. The successor custodian shall satisfy the requirements of Section 408(h) of the Code. Upon receipt by the Custodian of written acceptance of such appointment by the successor custodian, the Custodian shall transfer and pay over to such successor the assets of and records relating to the custodial account. The Custodian is authorized, however, to reserve such sum of money as it may deem advisable for payment of all its fees, compensation, costs and expenses, or for payment of any other liability constituting a charge on or against the assets of the custodial account or on or against the Custodian, and where necessary may liquidate shares in the custodial account for such payments. Any balance of such reserve remaining after the payment of all such items shall be paid over to the successor custodian. The Custodian shall not be liable for the acts or omissions of any predecessor or successor custodian or trustee.

11. Limitation on Custodian Responsibility

The Custodian will not under any circumstances be responsible for the timing, purpose or propriety of any contribution or of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax imposed on account of any such contribution or distribution. Further, the Custodian shall not incur any liability or responsibility in taking or omitting to take any action based on any notice, election, or instruction or any written instrument believed by the Custodian to be genuine and to have been properly executed. The Custodian shall be under no duty of inquiry with respect to any such notice, election, instruction, or written instrument, but in its discretion may request any tax waivers, proof of signatures or other evidence which it reasonably deems necessary for its protection. The depositor and the successors of the depositor including any executor or administrator of the depositor shall, to the extent permitted by law, indemnify the Custodian and its successors and assigns against any and all claims, actions or liabilities of the Custodian to the depositor or the successors or beneficiaries of the depositor whatsoever (including without limitation all reasonable expenses incurred in defending against or settlement of such claims, actions or liabilities) which may arise in connection with this Agreement or the custodial account, except those due to the Custodian's own bad faith, gross negligence or willful misconduct. The Custodian shall not be under any duty to take any action not specified in this Agreement, unless the depositor shall furnish it with instructions in proper form and such instructions shall have been specifically agreed to by the Custodian, or to defend or engage in any suit with respect hereto unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.