



**Personal Information**

Name: \_\_\_\_\_ Plan ID: **0057645001**  
 SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Primary Phone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Email: \_\_\_\_\_

How would you like to be contacted if additional information is required?  Phone  Email

**Paperless Delivery Consent**

**Paperless Delivery:** By providing your email address you are consenting to electronic (paperless) delivery of documents related to your retirement plan, e.g. - statements, confirmations, terms, agreements, etc. Check the box below if you would prefer to receive paper copies of the documents via U.S. Mail to the address provided above.

I do NOT consent to Paperless Delivery. Please provide the documents related to my retirement plan via U.S. Mail.

**Deferral Election & Payroll Frequency**

457(b) Pre-Tax \$ \_\_\_\_\_  **Enroll me in asset rebalancing.** I agree to comply with and be bound by the terms and conditions of the service including any restrictions imposed by the investment options. I understand I can obtain more information about the service, its terms and conditions by contacting the Nationwide Service Center.  
 457(b) Roth\* \$ \_\_\_\_\_  
**Total** \$ \_\_\_\_\_  
 Payroll Frequency: Bi-Weekly

Start Contribution On (Pay Period): \_\_\_\_\_  
 \*Contributions to Roth are made on a post-tax basis. Use whole dollar amounts and percentages only; no decimals or fractions.

**Beneficiary Designation (will replace any prior designation)**

**IMPORTANT NOTES:** 1) Allocations must total 100% for each category of beneficiary; and 2) If you designate a single primary or contingent beneficiary and do not list a percentage, it will be designated as 100%.

I have additional beneficiaries. If you want to designate more than 2 of each type of beneficiary, you may attach a page with the additional beneficiary information. Allocations must still total 100% for each category.

**Primary Beneficiary(ies)** (Allocations must total 100%):

1. **Full Name:** \_\_\_\_\_ Allocation: \_\_\_\_\_%  
 Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. **Full Name:** \_\_\_\_\_ Allocation: \_\_\_\_\_%  
 Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

1. **Full Name:** \_\_\_\_\_ Allocation: \_\_\_\_\_%  
 Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. **Full Name:** \_\_\_\_\_ Allocation: \_\_\_\_\_%  
 Relationship: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## Funding Options

### Asset Allocation

\_\_\_\_\_ % Vanguard Target Retirement Income Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2020 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2025 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2030 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2035 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2040 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2045 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2050 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2055 Investor  
 \_\_\_\_\_ % Vanguard Target Retirement 2060 Investor

### International/Global Equity Funds

\_\_\_\_\_ % Fidelity Total International Index Institutional  
 \_\_\_\_\_ % Vanguard International Growth Admiral  
 \_\_\_\_\_ % Vanguard International Value

### Small Cap

\_\_\_\_\_ % DFA US Targeted Value I  
 \_\_\_\_\_ % Fidelity Small Cap Index Institutional Premium  
 \_\_\_\_\_ % Vanguard Small Cap Growth Index Institutional

### Mid Cap

\_\_\_\_\_ % MFS Mid Cap Value R6  
 \_\_\_\_\_ % Fidelity Mid Cap Index Institutional Premium  
 \_\_\_\_\_ % JPMorgan Mid Cap Growth

### Large Cap

\_\_\_\_\_ % DFA US Large Cap Value I  
 \_\_\_\_\_ % Fidelity 500 Index Institutional Premium  
 \_\_\_\_\_ % T.Rowe Price Institutional Large Cap Growth

### Bonds

\_\_\_\_\_ % Fidelity US Bond Index Institutional Premium  
 \_\_\_\_\_ % Sterling Capital Total Return Bond R6  
 \_\_\_\_\_ % Hotchkis & Wiley High Yield Z

### Fixed/Cash

\_\_\_\_\_ % Nationwide Fixed Account

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

<sup>1</sup>If I select an investment option that is closed or unavailable, or if I elect a total investment allocation percentage that is less than 100%, I agree that the money will be placed into the Vanguard Asset Allocation Target Date Fund closest to my anticipated retirement age, based upon my date of birth and a normal retirement age of 65, which is the default investment option. If I elect a total investment allocation percentage greater than 100%, I agree that my application will be rejected and my selections will not be processed.

## Authorization

- Please send me a copy of the informational brochure/prospectus(es).
- Please contact me regarding transferring my other pre-tax retirement plans.
- Please send me forms regarding the catch-up provisions.

I hereby elect the deferral amount stated above. I understand my deferral election will continue until elected otherwise. The deferrals will be allocated to the funding options in the percentages indicated above. I understand it is my responsibility to ensure my contributions to all 457(b) plans in which I participate regardless of employer do not exceed the annual limit.

I understand some mutual funds may impose a short-term trade fee. Please read the underlying prospectuses carefully.

**I have read and understand the Memorandum of Understanding. I accept these terms and understand that these statements do not cover all the details of the Plan or products.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Retirement Specialist Name (Print): \_\_\_\_\_ Agent #: \_\_\_\_\_

## Form Return

**By mail:** Nationwide Retirement Solutions  
 PO Box 182797  
 Columbus, OH 43218-2797

**By fax:** 1-877-677-4329

**By email:** rpublic@nationwide.com



The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your plan. It is not intended to cover all aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

1. The maximum annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of my includible compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits, they can be found at [irs.gov](http://irs.gov). Under certain circumstances, additional amounts above the limit may be contributed in the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of the Plan's Normal Retirement Age and did not contribute the maximum amount to the 457(b) Plan in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be reported as taxable income when refunded. It is my responsibility to ensure my contributions to all 457(b) plans in which I participate regardless of employer do not exceed the annual limit.
2. It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on IRS tax Form 1099-R. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b), and/or 401(k) Plan contributions, including designated Roth contributions, fall within the specified limits. A Nationwide Retirement Solutions, Inc. ("NRS") representative can provide assistance in determining my contribution limits.
3. I may withdraw funds from the Plan only upon separation from service; at age 70½; upon an unforeseeable emergency approved by the Plan, or when taking a loan. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code (the "Code") and applicable regulations as expressed in the Plan Document.
4. Contributions, in the form of salary reductions, will be made until I notify NRS or my Plan Sponsor otherwise. Once notification is received, salary reductions will be changed as soon as administratively feasible, subject to timing restrictions.
5. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at [santaclaracadcp.com](http://santaclaracadcp.com) or by calling 877-677-3678.
6. Generally, you must begin taking distributions from the Plan no later than April 1 following the year you reach age 73. If you continue to work for this employer beyond age 73, (75 for an individual who attains age 74 after December 31, 2032), generally, your distributions must begin no later than April 1 following the year you separate from service or retire. Please consult the Plan Document for additional information. All distributions are taxable as ordinary income and subject to income tax in the year received. You must take distributions in a manner that satisfies the minimum distribution requirements of Section 401(a)(9) of the Code, which currently requires benefits to be paid at least annually over a period not to extend beyond your life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 25% federal excise tax.
7. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Administrative Services Provider shall be responsible for those tax consequences.
8. All amounts contributed into the Plan and earnings on the amounts contributed are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries.
9. Underlying investment options may be periodically changed or restricted.
10. NRS will permit participants and beneficiaries to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Contract. Changes may be made by calling 877-677-3678 or logging on to [santaclaracadcp.com](http://santaclaracadcp.com). Options for investments may vary by the source of the money invested.
11. I understand that an administrative expense fee is deducted daily from the plan account. The expense fee that is deducted is 0.02% per year.
12. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further, any benefits payable at my death shall be paid in substantially equal shares to my beneficiaries unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If any of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document.
13. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
14. I will receive a statement of my account quarterly.
15. All telephone exchange requests will be recorded for the participant's protection.
16. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. I understand that any information regarding limitation or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
17. If applicable, I understand that no changes will be effective until they are processed by NRS.
18. Enrollment or contribution changes will be made according to your plan document provisions, following receipt of the participant's request. The employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/Plan Administrator's responsibility to ensure deferrals do not commence too early.

**Mutual Fund Options**

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. I have received and reviewed the participating fund prospectus and/or been provided a contact phone number to obtain the fund prospectus.
3. I understand that pursuant to the Plan Document, deferred amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended.
4. I understand some mutual funds may impose a short term trading fee. (Please read the underlying prospectuses carefully).

**Nationwide Fixed Account**

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

Nationwide may earn a spread on assets held in the Nationwide Fixed Account, which is reflected in the crediting rate. The spread represents the difference between what Nationwide earns on investments and what it credits to the Fixed Account as interest.

Your employer may exercise one of the following restrictions on exchanges or transfers. (

- a. Exchanges and/or transfers of money from the Fixed Account may be made no more than twice per year and may not exceed 20% of my Fixed Account value. Once the 20% limit has been reached, no further exchanges/transfers will be permitted out of my Fixed Account during the remainder of the calendar year. If my Fixed Account value is less than or equal to \$1,000, I can exchange/transfer up to my entire account value. Each exchange/transfer will count toward the limitation of two exchanges/transfers out of the Fixed Account per year. Additionally, a Five-Year Exchange/Transfer election allows for the systematic movement of 100% of my account value out of the Fixed Account on a monthly basis over a five-year period. If elected, I cannot contribute, exchange, or transfer into my Fixed Account during the five-year term without canceling this election.
- b. Exchanges and/or transfers from the Fixed Account may be made up to 100% of my account value. The total of all participant exchanges and/or transfers shall not exceed 12% of the total amount held in the Deposit Fund for my employer under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfers will be permitted out of my Fixed Account for the remainder of the calendar year. I may elect up to four exchanges/transfers out of the Fixed Account within a calendar year. Additionally, a Five-Year Exchange/Transfer election allows for the systematic movement of 100% of my account value out of the Fixed Account on a monthly basis over a five-year period. If elected, I cannot contribute, exchange, or transfer into my Fixed Account during the five-year term without canceling this election.

Exchange: An exchange is the movement of money between the Nationwide Life Fixed Account and Variable Annuity options and/or between the funds in the Variable Annuity option.

Transfer: A transfer is the movement of money between product providers within the same plan.

**Mutual Fund Payments Disclosure**

Nationwide offers a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit [santaclaracadcp.com](http://santaclaracadcp.com).

**Endorsement Disclosure**

Nationwide has endorsement relationships with the National Association of Counties, the United States Conference of Mayors, and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at [santaclaracadcp.com](http://santaclaracadcp.com).

**Consent to Paperless Delivery and Access**

By providing your email address here, you are agreeing and consenting to receive and view plan benefit statements, correspondence and confirmations, and other communications electronically. These materials will be provided through an e-mail message notifying you that electronic documents are available online for you to view and print. This replaces all written communication associated with your Retirement Plan(s) serviced by Nationwide and you will no longer receive these documents via US Mail. By providing your consent to paperless delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via US Mail you can do so by contacting Customer Service at 877-677-3678 and request paper. You may opt out of paperless delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via US Mail.

**Changing Your Email Address and Your Paperless Delivery Preferences**

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

**Your Right To Revoke Consent**

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