



Personal Information

Employer Name: Town of Gilbert Employer ID: 0059428001
Name:
Date of Birth: SSN: Gender: Male Female
Street Address:
City: State: ZIP:
Cell Phone: Email:
How would you like to be contacted if additional information is required? Phone Email

Enrollment Action Requested

YES, I want to enroll today. I want to contribute \$ or % Pre-Tax per pay period (minimum \$10) into the Town of Gilbert Compensation Plan.

YES, I want to enroll today. I want to contribute \$ or % Roth per pay period (minimum \$10) into the Town of Gilbert Deferred Compensation Plan

I understand that contributions to my account will be initially invested in the Plan's default investment option. This fund selection can be changed to a different investment option(s) at any time.

By checking this box, you understand that you are eligible to contribute a maximum of \$22,500 if under age 50 or \$30,000 if age 50 or older. If you are within three years of the Normal Retirement Age (NRA), you may be eligible to contribute additional amounts above these limits. Please contact Nationwide for more information.

Paperless Delivery

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 US Mail to the address provided above.

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

Beneficiary Designation

Check here if this is a change of beneficiary. (Beneficiaries listed below replace any prior designation)

NOTE: Percentage split must total 100% for each category of beneficiary. If you designate a single primary or contingent beneficiary and do not list a percentage, it will be designated as 100%.

If additional space for beneficiaries is required, attach additional sheets and mark this box:

Primary Beneficiary:

Full Name: Allocation: %
Relationship: SSN: Date of Birth:
Address: Phone:

Primary Beneficiary OR Contingent Beneficiary:

Full Name: Allocation: %
Relationship: SSN: Date of Birth:
Address: Phone:

Contingent Beneficiary:

Full Name: Allocation: %
Relationship: SSN: Date of Birth:
Address: Phone:

**Authorization**

I authorize my Employer to make the contributions to the Plan in the amounts I have designated above. The contribution will continue until otherwise authorized in accordance with the Plan. The withholding of my contribution amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Administrative Services Provider in conjunction with the set-up time required by my payroll center. Some mutual funds may impose a short-term trading fee and/or purchase block. Please read the fund prospectuses carefully.

I have read and understand the terms contained in this form. I accept these terms and understand that these terms do not cover all the details of the Plan or products.

Please contact me regarding transferring my other pre-tax retirement plans.

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

**Form Return**

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

**Fax:** 877-677-4329

**Email:** [rpublic@nationwide.com](mailto:rpublic@nationwide.com)



# Town of Gilbert

## 457(b) Deferred Compensation Plan

### Memorandum of Understanding

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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 the details of the Plan and should not be relied upon in making decisions about Plan benefits. You should refer to the Plan Document for specific details about the Plan's provisions and the prospectuses and other documentation for the Plan's underlying investment options.

1. The total annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of the participant's includible compensation. This amount may be adjusted annually. More information on the maximum contribution limits can be found at [irs.gov](http://irs.gov). Under certain circumstances, additional amounts above the limit may be contributed to the Plan if (1) the participant attains age 50 or older during the current calendar year, or (2) the participant is 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 the participant's responsibility to ensure contributions to all 457(b) plans in which the participant participates, regardless of employer, do not exceed the annual limit.
2. Enrollment or contribution changes cannot be effective prior to the first day of the month 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/Pay Center's responsibility to ensure deferrals do not commence too early.
3. If the Plan permits designated Roth contributions, these contributions are made on an after-tax basis, which means they will not be subject to income taxes when distributed at a later time. As opposed to the withdrawal of earnings on pre-tax contributions, though, the earnings on designated Roth contributions are generally not subject to future taxes as long as the distribution from the Roth account satisfies the requirements to be a "qualified distribution." In order to be a qualified distribution, the distribution must be made five or more years after January 1 of the first year the participant made Roth contributions to the Plan and must be made on or after the attainment of age 59½, the participant's death, or the participant's disability. If the participant previously established another designated Roth account in another plan and is able to roll the funds from this Plan to the other plan, the five-year period would begin to run from January 1 of the year of the first contribution to a designated Roth account. A non-qualified Roth distribution may result in an additional 10% early withdrawal tax on the portion of the distribution includible in gross income if made from rollovers to this Plan from a qualified plan or a 403(b) plan, and no statutory exceptions apply. Please note that once made, contributions and/or rollovers to a Roth account may not be reversed. In the event the participant desires to make contribution changes, only future contributions and/or rollovers can be redirected (contributed as pre-tax funds).
4. The Plan Document governs when distributions may be made from the Plan. In general, distributions may be made from a 457(b) plan only upon separation from service, upon the calendar year in which I attain age 72, or upon the death of the participant. Section 457(b) plans can also permit withdrawals from the Plan (even if the participant is still employed) in cases of an unforeseeable emergency approved by the Plan; when taking a loan, or for a one-time in-service withdrawal if the participant's account value is \$5,000 or less and the participant has not contributed to the Plan for two or more years. All withdrawals of funds must be in compliance with the Internal Revenue Code (the "Code") and any applicable regulations as well as the Plan Document, which the participant should consult to confirm which distribution opportunities are available.
5. 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. NRS will invest contributions received from the Plan Sponsor as soon as administratively feasible.
6. Participation in any of the employer's plans is governed by the terms and conditions of the Plan Document which should be consulted for plan details. Fund prospectuses are available upon request at [nrsforu.com](http://nrsforu.com) or by calling 877-NRS-FORU (877-677-3678).
7. Generally, distributions from the Plans must begin no later than the 1st of April following the later of the year the participant reaches age 72 or separates from service. The Plan Document should be consulted for further details. Generally, all pre-tax distributions are taxable as ordinary income and are subject to income tax in the year received. Plan distributions must be made in a manner that satisfies the minimum distribution requirements of Code section 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond the participant's life expectancy. Failure to meet minimum distribution requirements may result in the participant being subject to a 50% federal excise tax.
8. 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. If I participate in both a 457(b) plan and a 401(a) plan administered by NRS, I understand my beneficiary designations made on this form will apply to both plans unless I have indicated otherwise.
9. Participants must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on the participant's account statement.
10. Participants will receive a statement of their account quarterly.
11. All Plan transactions initiated using the telephone will be recorded for the participant's protection.

#### INVESTMENT OPTIONS

1. Participant contributions will be invested pursuant to the participant's selection of funding options specified on the Participation Agreement.
2. 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 Annuity Contracts. Changes may be made by calling 877-NRSFORU or by logging on to [nrsforu.com](http://nrsforu.com). Investment options may be periodically changed or restricted, and may vary by the source of the money invested.

3. 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. Some mutual funds may also impose a short term trading fee. I understand that any information regarding limitations or restrictions as they apply to the Plan may be obtained from the Plan Administrator. Participants should read the underlying mutual fund prospectuses carefully.
4. The Net Asset Value of a mutual fund changes on a daily basis and there is no guarantee of principal or investment return.
5. If the participant selects an investment option that is closed or unavailable, the money will be invested in the plan's default investment option. If participants elect a total investment allocation percentage that is less than 100%, the unallocated difference will be invested in the plan's default option. If the participant elects a total investment allocation percentage greater than 100%, the deferral election will be rejected and the participant's investment option selections will not be processed.
6. The Plan may impose a Plan administration fee or investment management fees. Fees can vary depending on the mutual funds in which the participant invests. For more information regarding fees, please call 877-NRS-FORU (877-677-3678).

#### **NATIONWIDE LIFE FIXED ACCOUNT**

1. A guaranteed interest rate is declared quarterly and credited daily, which is not lower than the minimum annual rate.
2. Nationwide may earn a spread on assets held in the Nationwide Fixed Account, which is reflected in the crediting rate. The spread represents the difference between what Nationwide earns on investments and what it credits to the Fixed Account as interest.
3. Exchanges or transfers may be made based upon one of the following options as chosen by your employer:
  - a) Exchanges and/or transfers of money from the Fixed Account may be made no more than twice a year and may not exceed 20% of the participant's Fixed Account value. Once the 20% limit has been reached, no further exchanges/transfers will be permitted out of the participant's Fixed Account during the remainder of the calendar year. If the Fixed Account value is less than or equal to \$1,000, the participant can exchange/transfer up to the 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 the participant's account value out of the Fixed Account on a monthly basis over a five-year period. If elected, the participant cannot defer, exchange, or transfer into his/her Fixed Account during the five-year term without canceling this election.

#### **MUTUAL FUND PAYMENTS DISCLOSURE**

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts and trust or custodial accounts. Nationwide may receive service fee payments from mutual funds or their affiliates in connection with the processing of transactions and distribution of those investment options. For more detail about the service fee payments Nationwide may receive, please visit [nrsforu.com](http://nrsforu.com).

#### **ENDORSEMENT DISCLOSURE**

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have 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 [nrsforu.com](http://nrsforu.com).

#### **CONSENT TO ELECTRONIC 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 email 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 U.S. Mail. By providing your consent to electronic delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via U.S. Mail you can do so by contacting Customer Service at (877-677-3678) and requesting paper. You may opt out of electronic delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via U.S. Mail.

#### **CHANGING YOUR EMAIL ADDRESS AND YOUR PAPERLESS DELIVERY PREFERENCES**

You are able to update your email address or change your Paperless Preferences anytime either on the website 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 U.S. Mail delivery.