



Nationwide®



Orange County Transportation Authority (OCTA) 457(b) Deferred Compensation Plan Participation Agreement and Service Request

Personal Information

Plan Name: Orange County Transportation Authority Plan ID: 0039030001

Name:

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 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.

Contribution Summary

Deferral Amount \$ OR % Payroll Frequency: Bi-Weekly

Start Contribution On (Pay Period):

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.

Spousal/Domestic Partner Beneficiary Disclosure

A spouse or registered domestic partner is automatically the primary beneficiary of an employee's retirement plan death benefits. If you are married or are in a registered domestic partnership, you may not designate a primary beneficiary other than your spouse or registered domestic partner, unless your spouse or registered domestic partner consents by signing below in the presence of a notary. If you are not married or in a registered domestic partnership now, but become married or enter into a registered domestic partnership in the future, your spouse or registered domestic partner will automatically be entitled to their interest in this account from the time of marriage or registration regardless of your beneficiary designation. Designated beneficiaries other than your spouse or registered domestic partner will be entitled to the remainder of the death benefit account as you direct.

Spouse or Registered Domestic Partner:

Signature: Date:

Witnessed by Notary:

State of, in the county of, subscribed and sworn to before me by the above-named individual who is personally known to me or who has produced as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed on (mm/dd/yyyy).

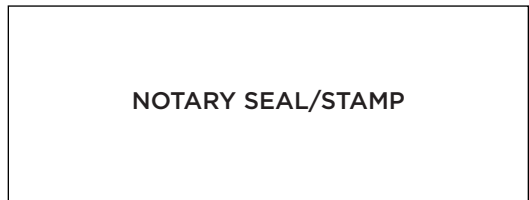
Notary Information:

Printed Name:

Signature:

Date:

My commission expires:



## Beneficiary 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 Models

- \_\_\_\_\_% Aggressive A1
- \_\_\_\_\_% Aggressive A2
- \_\_\_\_\_% Aggressive A3
- \_\_\_\_\_% Aggressive A4
- \_\_\_\_\_% Conservative C1
- \_\_\_\_\_% Conservative C2
- \_\_\_\_\_% Conservative C3
- \_\_\_\_\_% Conservative C4
- \_\_\_\_\_% Moderate M1
- \_\_\_\_\_% Moderate M2
- \_\_\_\_\_% Moderate M3
- \_\_\_\_\_% Moderate M4

### International

- \_\_\_\_\_% EuroPacific Growth Fund (R6)
- \_\_\_\_\_% MFS International Value Fund (R6)

### Small Cap

- \_\_\_\_\_% American Beacon Small Cap Value Fund (R6)
- \_\_\_\_\_% Neuberger Berman Genesis Fund (R6)
- \_\_\_\_\_% Vanguard Small-Cap Index Fund (Admiral)

### Mid Cap

- \_\_\_\_\_% JPMorgan Mid Cap Value Fund (L)
- \_\_\_\_\_% Prudential Jennison Mid-Cap Growth Fund, Inc. (R6)
- \_\_\_\_\_% Vanguard Mid-Cap Index Fund (Admiral)

### Large Cap

- \_\_\_\_\_% The Growth Fund of America (R6)
- \_\_\_\_\_% T. Rowe Price Equity-Income Fund (Institutional)
- \_\_\_\_\_% T. Rowe Price Growth Stock Fund (Institutional)
- \_\_\_\_\_% Vanguard Equity Income Fund (Admiral)
- \_\_\_\_\_% Vanguard FTSE Social index Fund (Admiral)
- \_\_\_\_\_% Vanguard Institutional Index Fund (Institutional)

### Bonds

- \_\_\_\_\_% Dodge & Cox Income Fund
- \_\_\_\_\_% Lord Abbett High Yield Fund (R6)
- \_\_\_\_\_% Metropolitan West Funds - Total Return Bond Fund (Plan)
- \_\_\_\_\_% Vanguard Total Bond Market Index Fund (Admiral)

### Specialty

- \_\_\_\_\_% Vanguard REIT Index Fund (Admiral)

### Money Market

- \_\_\_\_\_% Vanguard Federal Money Market Fund (Investor)

### Fixed/Cash

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

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

<sup>1</sup>If the total allocation percentage is greater than 100%, the application will be rejected and your allocations will not be processed. If you select an investment option that is closed or unavailable, or if the total allocation percentage is less than 100%, the difference will be invested in the fund closest to your age based upon the following criteria:

Age	Fund
Age 60+ .....	Moderate M1
Age 55-59.....	Moderate M2
Age 50-54 .....	Moderate M3
Age 49 and Under.....	Moderate M4

## 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 will continue until otherwise authorized in accordance with the Plan. The withholding of my deferred amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Plan Administrator in conjunction with the set-up time required by my payroll center. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short-term trade fee. Please read the underlying prospectuses carefully.

**I have read and understand the terms contained in this form, including the attached Memorandum of Understanding, which is incorporated herein. I accept these terms and understand that these terms 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](mailto:rpublic@nationwide.com)

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Nationwide®



Orange County Transportation Authority (OCTA) 457(b) Deferred Compensation Plan Memorandum of Understanding

I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document(s).

The product informational brochure, fund prospectuses, and/or other information are available by calling 1-877-677-3678 or logging on to OCTAdc.com.

457(b) Deferred Compensation Plan - employer voluntary contributions

- 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 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. 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 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. I may withdraw funds from the Plan only upon severance from employment; at age 72 (if deferrals have stopped); upon an unforeseeable emergency approved by the Plan; or I may take a one time in-service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not deferred into the Plan for two or more years. In some cases withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code and applicable regulations, some of which are expressed in the Plan Document.
3. Generally, distributions from the Plan must begin no later than April 1 following the year I reach age 70 1/2 (or age 72 if born after June 30, 1949). If I continue to work for this employer beyond age 70 1/2 (or age 72 if born after June 30, 1949), generally, my distributions must begin no later than April 1 following the year I 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. My distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Sec. 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond my life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 50% federal excise tax.
4. The funds in my account may be eligible for rollover to a traditional IRA or to an eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Plan Administrator shall be responsible for those tax consequences.
5. I understand that all amounts deferred into the Plan and earnings on the amounts deferred are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries until such time as the deferred amount is made available to the participant or beneficiary.
6. I understand that I may make changes among the investment options within my account as frequently as daily, but any change may be subject to the restrictions of the Plan, regulatory agency and/or the investment provider. Changes may be made by calling 1-877-677-3678 or logging on to OCTAdc.com.
7. I understand I must defer a minimum of \$25 per pay period into the Plan to satisfy minimum Plan requirements.
8. I understand that no changes will be effective until they are processed in the Deferred Compensation Service Center.
9. I understand that if an allocation is made to a closed or unavailable investment option, the allocation will be made to the default investment option. I understand that if the total investment option allocation percentage equals less than 100%, the difference will be invested in the default investment option.

Your contributions to your account will be invested in a fund closest to your age based upon the following criteria:

Table with 2 columns: Age and Fund. Rows include Age 60+, Age 55-59, Age 50-54, and Age 49 and Under, each mapped to a specific fund (M1, M2, M3, M4).

I understand that if the total investment option allocation is greater than 100%, my application will be rejected and my allocations will not be processed.

- 10. If I currently have life insurance, no more than 25% of total deferrals can be used to purchase life insurance. If the policy terminates due to insufficient premium, my continuing deferrals will be credited to the annuity option(s) based on my then current allocation (unless I notify the NRS otherwise).
11. The earliest your enrollment or contribution change can start is the first day of the month following your completed request. Please remember, your employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/ Pay Center's responsibility to ensure deferrals do not commence too early.

Provisions of investment options

- 1. The investment options available to me through the participation in the Plan, unless otherwise noted, are variable and subject to increase or decrease in value according to changes in the market. My principal (contribution amount) is not guaranteed.
2. Nationwide guarantees a minimum annual interest rate for the Deferred Compensation Fixed Group Annuity (Nationwide Fixed Annuity). Annual guarantees and quarterly declared interest rates may be higher.
3. I may request additional information regarding any of the investment options available to me under the Plan by contacting NRS.

**Beneficiary elections for 457(b)**

I may elect a beneficiary to receive the proceeds of my account upon my death, , subject to the Spousal/Domestic Partner Beneficiary Disclosure stated above. Should I fail to make such election, upon death, the proceeds of my Plan account shall be paid according to the default beneficiary provisions of the Plan. My beneficiary elections must be made on a form provided by NRS and become effective only upon acceptance and processing of the form by NRS.

**Nationwide 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.

**Nationwide Life Variable Annuity Contract**

I understand that retirement income payments and termination values (if any) provided by the contract are variable when based on the investment experience of a separate account and are not guaranteed as to the dollar amount.

**Mutual funds 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. Additionally, Nationwide may enter into arrangements to allocate all or a portion of these payments to plan sponsors for plan expenses. For more detail about the payments Nationwide receives, please visit OCTAdc.com.

**Endorsement 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 OCTAdc.com. Nationwide has endorsement relationships with the National Association of Counties, and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at OCTAdc.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 1-877-677-3678 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 Paperless Delivery preferences**

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

**Your right to revoke consent**

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