



### Personal Information

Employer Name: \_\_\_\_\_ Employer Number: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN or Account Number: \_\_\_\_\_

### Plan Type

All Eligible Plans  457(b)  401(a)  401(k)  403(b)  IRA  PEHP Plan

### ProAccount Questionnaire

**REQUIRED:** Check a response for the following five questions:

- A. Earning a return that allows my retirement savings to grow faster than the inflation rate (i.e. increased prices for goods and services) is one of my most important objectives.
- Strongly agree (7 points)
  - Agree (5 points)
  - Neutral (4 points)
  - Disagree (3 points)
  - Strongly Disagree (1 point)
- B. How would you describe your investment knowledge?
- Above Average (7 points)
  - Average (4 points)
  - Below Average (1 point)
- C. I am willing to accept a potential short-term loss in exchange for a potential long-term gain.
- Strongly agree (7 points)
  - Agree (5 points)
  - Neutral (4 points)
  - Disagree (3 points)
  - Strongly disagree (1 point)
- D. What is your primary investment goal?
- Maximize growth by obtaining highest total return on investment (7 points)
  - Obtain modest growth (5 points)
  - Stable return on investment while preserving most of my invested capital (3 points)
  - Avoid loss of initial investment value; current income is very important (1 point)
- E. Which statement best describes your tolerance for risk?
- I am willing to accept substantial declines in portfolio value in order to achieve my investment goals. (7 points)
  - I can accept some declines in value in order to achieve my investment goals. (4 points)
  - I am not willing to accept any loss in portfolio value in order to achieve my investment goals. (1 point)

## ProAccount Questionnaire (cont.)

### ProAccount Questionnaire Scoring

Your responses to the five questions in the ProAccount Questionnaire section determines your risk tolerance for your initial ProAccount portfolio assignment. Any additional information you provide through Nationwide interactive online planning tools, such as the My Interactive Retirement Planner tool, and additional financial risk tolerance questionnaire(s) may be used to re-assign your account into a different ProAccount portfolio to better meet your retirement goals.

A: _____	<b>Scoring Key</b>
B: _____	Conservative: 5-15 points
C: _____	Moderate: 16-24 points
D: _____	Aggressive: 25-35 points
E: _____	
_____ <b>Total (Sum)</b>	

**NOTE:** Investment advice through Nationwide ProAccount is provided to plan participants by Nationwide Investment Advisors, LLC, (NIA) an SEC-registered investment adviser.

## Authorization & Acknowledgments

By signing below, you hereby state that you have read, understood and agree to the terms set forth in the Agreement. You acknowledge having read NIA's Form ADV and Privacy Policy upon entering into this Agreement. Current versions of these documents are available online at [nationwide.com/proaccountadv](http://nationwide.com/proaccountadv) or by calling Nationwide at 877-677-3678. You represent that no markings, alterations or amendments have been made to the Agreement and acknowledge that any such modifications would not be binding on NIA.

You also understand you will be charged an annual ProAccount fee as outlined in the following schedule and on page 4 of this Agreement

<b>Account Balance</b>	<b>Annual Program Fee</b>
The first \$99,999.99	0.50%
The next \$150,000	0.45%
The next \$150,000	0.40%
The next \$100,000	0.35%
Assets of \$500,000 and above	0.30%

Moreover, by signing below, you represent and warrant that you are of full legal age in your state of residence.

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

Retirement Specialist Name: \_\_\_\_\_ **Date:** \_\_\_\_\_

Your ProAccount assets will be invested based on the information provided in this form and any additional information you provide through Nationwide interactive online planning tools, such as the My Interactive Retirement Planner tool, and financial risk tolerance questionnaire(s), so it is important for you to provide accurate information. Promptly notify NIA in the event of any significant changes in your financial circumstances, risk tolerance or retirement objectives.

## Things to Remember

- Review the Participant Agreement on pages 3 - 7
- Complete all of the sections in the Personal Information section on page 1.
- Complete the Questionnaire on pages 1-2 in its entirety, and remember to sign and date the Authorization section.
- Send in pages 1-2 and any other relevant documentation in the business reply envelope included with this kit.



**Nationwide Investment Advisors, LLC**

**ProAccount Participant Agreement**

This Agreement is entered into between Nationwide Investment Advisors, LLC, (“NIA”) an Ohio limited liability company, and the undersigned participant (“Participant” or “you”) regarding your participation in NIA’s ProAccount advisory program (“ProAccount”).

ProAccount is a discretionary managed account service offered by NIA, an investment adviser registered with the Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940, as amended (“Advisers Act”), to participants in deferred compensation and other employee benefit plans that utilize services and products offered by Nationwide Retirement Solutions, Inc. and its affiliated companies (the “Nationwide Retirement Program”) who desire professional guidance in managing their self-directed deferred compensation and/or certain other employee benefit plan accounts. ProAccount offers individualized investment advice using an investment process developed and maintained by an independent financial expert (“IFE”).

The terms and conditions for the Agreement are as follows:

**I. DESCRIPTION OF PROACCOUNT AND FEES**

**ProAccount Requirements**

Under ProAccount, the IFE develops and maintains managed account portfolios (“Portfolios”) based on all eligible investment options available under your Plan’s menu of investments; additionally, for certain product platforms, the IFE has access to all investment options available on the product platform for Portfolio creation (collectively, all investments available to the IFE are referred to as (“ProAccount Investments”). NIA reserves the right, subject to plan sponsor direction, to make additional investment types eligible for inclusion as ProAccount Investments. In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to your plan. Certain Portfolios could include allocations to investments offering a guaranteed lifetime income benefit. Any current or future guaranteed income benefit you are, or could become, entitled to through such an investment could be forfeited based on action taken by your plan sponsor or based on the IFE’s changes to its Portfolios.

Your plan may offer investment options other than ProAccount Investments, including, but not limited to, certain individual stocks or certain fixed group annuity contracts, employer stock, certain collective investment funds, or any investment type specifically prohibited under applicable law or regulation, which will not be considered by the IFE in its development of Portfolios (collectively, “Non-ProAccount Investments”). For plans subject to the Employee Retirement Security Act of 1974, as amended (“ERISA”), consistent with the Department of Labor’s guidance on the requirements of Qualified Default Investment Alternatives under the Pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments. You hereby acknowledge that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for inclusion in ProAccount and will remain invested in their current manner until further action is taken by you or your employer.

By enrolling in ProAccount you acknowledge your understanding and approval to have all of your existing investments that qualify as ProAccount Investments liquidated when you enroll in ProAccount with the proceeds being allocated to your ProAccount Account (as defined below) for reallocation. Such liquidation could result in a forfeiture of any current or future benefits offered by the investment options, including, but not limited to guaranteed income benefits that you are, or would have become, entitled to prior to the liquidation.

While enrolled in ProAccount, all assets you contribute to ProAccount (“ProAccount Assets”) will be held in an account established in your name (“ProAccount Account”) and will be managed by NIA. You will not be able to make investment allocation changes to your ProAccount Assets, including fund-to-fund transfers, changes to fund allocations, or utilization of automatic rebalancing. Once enrolled, you retain full inquiry access to your ProAccount Account and you may still request and be approved for loans, if available in your plan, and take applicable distributions.

**Investor Profile**

As part of this Agreement and in conjunction with enrolling in ProAccount, you will complete the ProAccount Questionnaire (the “Questionnaire”). This Questionnaire is a tool developed by the IFE to help identify your risk tolerance, investment horizon, and retirement objectives, for the management of your ProAccount Assets. You also have the ability to indicate any reasonable restrictions you may wish to place on the management of your ProAccount Account assets. The Questionnaire is expressly incorporated by reference herein. Information you provide through Nationwide interactive online planning tools, such as the My Interactive Retirement Planner tool, and financial risk tolerance questionnaire(s) may be used by NIA and the IFE to further refine your investor profile, to the extent it is determined to be reasonable and complete. You should keep a copy of the Questionnaire for your records, as it is a part of this Agreement.

## Changes in Your Financial Situation

Since your ProAccount Assets may be invested on the basis of any information you provide through Nationwide interactive online planning tools, such as the My Interactive Retirement Planner tool, and financial risk tolerance questionnaire(s), it is important for you to provide accurate information. Promptly notify NIA in the event there are any significant changes to your financial circumstances, risk tolerance or retirement objectives. At least annually, NIA will contact you to determine any changes to your personal or financial situation that may affect your investment profile. You will be solely responsible for notifying NIA of any material changes in your financial situation which may affect your responses to the Questionnaire. NIA will not independently verify any information you provide in response to the Questionnaire.

## Acceptance of Agreement

Once you sign the Questionnaire, the effective date of this Agreement will be the date of acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. You acknowledge that NIA cannot begin managing your ProAccount Account until NIA receives all required documents in good order, as determined by NIA in its sole discretion, and has accepted this Agreement. Collection and processing of the required documentation may delay the acceptance of this Agreement and NIA's subsequent management of your ProAccount Account. This Agreement shall continue in effect until it is terminated in accordance with the Termination section below.

## Annual Fee

You will be charged an annual ProAccount fee ("ProAccount Fee") as outlined in the following schedule:

<b>Account Balance</b>	<b>Annual Program Fee</b>
The first \$99,999.99	0.50%
The next \$150,000	0.45%
The next \$150,000	0.40%
The next \$100,000	0.35%
Assets of \$500,000 and above	0.30%

In some cases, participants may be able to select ProAccount in multiple retirement plans offered by the same plan sponsor. Where this occurs and subject to the following restrictions, the aggregate account balances may be used to achieve a lower percentage fee based on the participant's total assets in ProAccount. The restrictions include (i) the fee structure across the multiple plans must be exactly the same in terms of percentage fee and breakpoint tiers; and, (ii) the participant's retirement plan accounts must be under the same participant identification code in the NRS Retirement Program record-keeping system, and, (iii) the participant's retirement plan accounts must be combined in a single account statement generated from the NRS Retirement Program recordkeeping system. The ProAccount Fee will be withdrawn on a pro rata basis among the Participant's account in the separate plans.

The ProAccount Fee is separate from the fees and expenses charged by investment options offered through your plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that you or your plan may incur through the Nationwide Retirement Program. The ProAccount Fee shall be calculated daily based on the market value of your ProAccount Account and payable quarterly, in arrears. NIA provides a trial period for new Participants enrolled in ProAccount. If terminated within the trial period, no ProAccount Fees will be charged to your account. Once the applicable trial period expires, active ProAccount Accounts will be charged the applicable ProAccount Fees, including the deferred trial period fees. Your initial ProAccount Fee shall be adjusted pro-rata based on the number of days in the calendar quarter that the Agreement is in effect. In the event this Agreement is terminated, either by you or by NIA, your ProAccount Fee for the final calendar quarter will be adjusted pro-rata based on the number of days in which your ProAccount Account is open. ProAccount Fees are not based upon a percentage of capital gains or capital appreciation within your ProAccount Account. The ProAccount Fee is subject to change. NIA reserves the right to offer certain plans discounted fees or other promotional pricing.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE for inclusion in the Portfolios. In addition, the IFE may select certain investment options for which an investment advisory affiliate of NIA acts as investment adviser. The IFE's fees for services provided under ProAccount are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments affiliates of NIA may receive from such investment options.

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

In addition to the above, if your plan is not subject to ERISA, certain ProAccount Investments may charge a redemption fee on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under ProAccount may result in the imposition of redemption fees on one or more investment options held in your plan. Any redemption fees will be deducted from your ProAccount Account balance. For further information on redemption fees, including whether they will be applicable to any of the investment options within your plan, please consult the individual fund prospectus or other investment option disclosure material.

You authorize your employer or its designee to deduct any and all ProAccount Fees, when due, from your ProAccount Account and to remit the appropriate fees as outlined above. Except to the extent that the ProAccount Fee owed by you may be automatically deducted from your ProAccount Account and paid directly to NIA, as described in this Agreement, NIA will not have custody or possession of, or any security or proprietary interest in, any ProAccount Assets.

### **Disclosure Documents**

As an SEC registered investment adviser, NIA provides access to its Privacy Policy and Form ADV Parts 2A and 2B (“Form ADV”) online at [nationwide.com/proaccountadv](http://nationwide.com/proaccountadv) before or at the time you enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information about the advice the IFE will provide and NIA will deliver, in addition to important information regarding the fees, risks and expenses associated with ProAccount. You acknowledge having received and reviewed these documents upon entering into this Agreement and understand that a current version of Form ADV is available free of charge online at [nationwide.com/proaccountadv](http://nationwide.com/proaccountadv) or by calling Nationwide at 877-677-3678.

You understand that the ProAccount fee is the amount set forth in the Annual Fee section of this Agreement. You represent that no markings, alterations or amendments have been made to the Agreement and acknowledge that any such modifications would not be binding on NIA.

### **ProAccount Accounts**

ProAccount is a managed account service designed for participants in the Nationwide Retirement Program who desire professional guidance in managing their accounts. Additionally, NIA offers ProAccount through certain other employee benefit plans. Nothing in this Agreement is intended to restrict your rights under the Nationwide Retirement Program or, if applicable, ERISA.

## **II. NIA’S RESPONSIBILITIES, REPRESENTATIONS AND ACKNOWLEDGMENTS**

### **Role of Independent Financial Expert**

Pursuant to the terms of a separate agreement between NIA and the IFE, NIA has hired an IFE to develop Portfolios and provide the advice that you will receive from NIA. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, with reasonable notice to you under the circumstances, and engage the services of a suitable replacement.

NIA will notify you of any proposed fee changes that may result if the IFE is replaced. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement shall automatically terminate upon written notice from NIA.

The IFE is not a party to this Agreement, and there is no contractual relationship between you and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to you under ProAccount is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify.

### **Appointment of NIA**

You hereby appoint NIA to exercise discretionary authority to allocate and reallocate your ProAccount Account in order to implement individualized advice generated by the IFE, and NIA hereby accepts your appointment. NIA’s authority under this Agreement will remain in effect until changed or terminated by you in writing pursuant to the termination provisions described in this Agreement.

### **NIA as Investment Adviser**

If your plan is subject to ERISA, NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of ERISA and the Internal Revenue Code (“Code”), and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA also represents that it is registered with the SEC as an investment adviser under the Advisers Act, and that its employees, agents and representatives that provide investment advisory services to you are registered as investment advisory representatives in states where applicable.

Under ProAccount, NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in your ProAccount Account.

You understand that NIA provides investment management services for other clients and will continue to do so. You recognize that NIA and its personnel and affiliates may give advice or take action in performing duties to other clients, or for their own accounts, that differ from the advice given to or action taken for you. NIA is not obligated to buy, sell or recommend any security or other investment that it may buy, sell or recommend for any other client or for its own account. This Agreement does not limit or restrict in any way NIA from buying, selling or trading any securities for its own accounts.

### **Confidentiality**

NIA and its affiliates provide investment advisory and other financial services to other clients. If, in the course of these other activities, NIA or its affiliates come into possession of confidential information, none of them may divulge or act on this information for you or any other client. In particular, if NIA or its affiliates, including Nationwide Financial Services, Inc., obtain information about an investment option that they may not lawfully use or disclose, you understand that NIA has no obligation to disclose the information to you or use such information for your benefit. Except as otherwise agreed

in writing or as required by law, (i) NIA will keep confidential all information concerning your financial affairs; and (ii) you will keep confidential, except to the extent required by other financial and legal professionals, who are also bound by confidentiality requirements, to use such information for your exclusive benefit all investment advice furnished under this Agreement.

### **Termination of Agreement**

This Agreement may be terminated at any time by any party without penalty upon reasonable advance written notice to the address provided below; provided, however, that this Agreement shall immediately terminate as may be required by law upon assignment (as defined in the Adviser's Act). Your request for termination will be processed no later than 5 business days of being received. NIA is entitled to any outstanding fees due NIA at the time of cancellation. Any termination by NIA or you will not, however, affect the liabilities or obligations of the parties incurred or arising from transactions regarding your ProAccount Assets initiated under this Agreement before such termination. In the event of your death during the term of this Agreement, upon NIA's receipt of proof of death, all investment advisory services shall cease. Also, this Agreement will automatically terminate upon notice from your Employer that your plan has withdrawn from ProAccount, or upon termination of your plan's participation in the Nationwide Retirement Program. NIA also reserves the right to terminate this Agreement without prior notice if your ProAccount Account maintains a zero balance, or if no deferrals have been made for at least 90 days. You understand that upon termination of this Agreement your deferred compensation or other employee benefit plan account will remain invested in the ProAccount Investments last allocated by NIA until such time as you make changes to your account.

### **III. RISK ACKNOWLEDGMENT AND LIABILITY**

#### **No Guaranteed Performance**

NIA uses reasonable care, consistent with industry practice, in providing services to you. As with the underlying investments in your account, ProAccount involves investment risk and will not always be profitable. Investment return and principal will fluctuate with market conditions and you may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information you provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that you will achieve your retirement goals or anticipated performance. Any investment advice you receive with respect to this Agreement is rendered solely for your personal benefit, and not for the benefit of any other person, and shall relate only to your ProAccount Assets and will not apply to any other assets you may own.

#### **Account Responsibility**

Except as otherwise provided by law, NIA will not be liable to you for (a) any loss resulting from NIA following instructions provided by you or using obsolete, inaccurate or incomplete information furnished by you; (b) any act or omission of any third party, including a broker-dealer, custodian or other service provider; or (c) any act or omission by reason of negligence by any other party in performing its obligations hereunder.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights you have under those laws.

### **IV. MISCELLANEOUS**

**USA PATRIOT Act Requirements** – In accordance with the requirements of the USA PATRIOT Act and the Bank Secrecy Act, as well as other applicable laws (hereinafter “the Laws”), you (1) agree to provide, upon request, valid identification as to your person or entity; (2) warrant that the source of funds used are not a part of, or derived from an illegal activity or scheme; (3) shall not use this Program as a part of an illegal activity or scheme; and (4) understand that NIA will monitor your ProAccount Account for compliance with the Laws and take appropriate actions as required by the Laws.

**Assignment** – Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

**Governing Law** – This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the Securities and Exchange Commission, Code, or ERISA, as applicable..

**Severability** – If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall continue in full force and effect. If any provision of this Agreement is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision will be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue and remain in full force and effect.

**Right of Refusal** – NIA reserves the right to refuse to accept this Agreement in its sole discretion and for any reason.

**Headings** – All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

**Waiver of Agreement** – No term or provision of this Agreement may be waived or modified unless done so in writing and signed by the party against whom such waiver or modification is sought to be enforced. NIA's failure to insist at any time on strict compliance with this Agreement or with any of the terms under this Agreement or any continued course of such conduct on its part will in no event constitute or be considered a waiver by NIA of any of its rights or privileges.

**Survival** – All terms and provisions of this Agreement, including without limitation: "Termination of Agreement," Risk Acknowledgment and Liability," and "Miscellaneous," which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

**Binding Effect** – This Agreement shall be binding upon, and to the extent herein permitted, to inure to the benefit of the heirs, executors, successors, representatives, administrators and rightful assigns of a party.

**Entire Agreement** – This Agreement together with all contemporaneous Exhibits constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous discussions, representations, understandings and agreements, whether written or oral, between the parties related to the subject of this Agreement.

**Amendment** – This Agreement may be amended by NIA upon 30 days prior written notice to you and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

**Force Majeure** – No party to this Agreement will be responsible for delays resulting from acts beyond the reasonable control of such party, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder as soon as practicable as soon as such causes are avoided, rectified or removed.

**Notices & Questions** – Any notice, instruction and/or other communication contemplated by this Agreement shall be in writing and will be delivered by U.S. mail, overnight courier, electronic delivery or facsimile in each case prepaid. All such communications shall be addressed to NIA at the address set forth below and to ProAccount Account holder at the address or email address on file with NIA. (or to such other addresses as the parties may specify to one another in writing).

Any questions you have relating to this Agreement that are not addressed in the communications above can be directed to NIA at the phone number or email address listed below.

Nationwide Investment Advisors, LLC

Attention: Nationwide ProAccount

P.O. Box 183192, Mail Stop: 5-05-201J

Columbus, Ohio 43218-3192

Phone: 888/540-2896

Email: [proacct@nationwide.com](mailto:proacct@nationwide.com)

Notices will be deemed given upon dispatch.