

Howard County & Howard County Public School System Deemed IRA Participation Agreement

For Deferred Compensation Plan





Howard County and Howard County Public School System Deemed IRA Participation Agreement

Personal Information

Plan Name: Howard County - 0038708001
 Pay Centers: Howard County
 Howard County Housing Commission
 Howard County Economic Development Authority Department

Plan Name: Howard County Public School System - 0038536001
 Please contact your local rep for instructions on getting deferrals started

Money Type: Traditional IRA Roth IRA* * Roth contributions are made on an after-tax basis

Name: _____

SSN: _____ Date of Birth: _____ Gender: Male Female

Street Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

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.

Contribution Summary & Payroll Frequency

Contribution Amount: \$ _____ Payroll Frequency: Bi-Weekly
 Other: _____
Total \$ _____ 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.

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, the allocation will be designated as 100%.

I have additional beneficiaries. If you want to designate more than two 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**
- _____ % American Funds Retirement 2010 Fund (Class R6)
 - _____ % American Funds Retirement 2015 Fund (Class R6)
 - _____ % American Funds Retirement 2020 Fund (Class R6)
 - _____ % American Funds Retirement 2025 Fund (Class R6)
 - _____ % American Funds Retirement 2030 Fund (Class R6)
 - _____ % American Funds Retirement 2035 Fund (Class R6)
 - _____ % American Funds Retirement 2040 Fund (Class R6)
 - _____ % American Funds Retirement 2045 Fund (Class R6)
 - _____ % American Funds Retirement 2050 Fund (Class R6)
 - _____ % American Funds Retirement 2055 Fund (Class R6)
 - _____ % American Funds Retirement 2060 Fund (Class R6)
 - _____ % American Funds Retirement 2065 Fund (Class R6)

- International**
- _____ % Delaware Ivy International Core Equity Fund (Class R6)
 - _____ % New World FundSM (Class R6)
 - _____ % Vanguard Total International Stock Index Fund (Institutional Shares)

- Small Cap**
- _____ % Franklin Small Cap Value Fund (Class R6)
 - _____ % T. Rowe Price Institutional Small-Cap Stock Fund
 - _____ % Vanguard® Small Cap Index Fund (Admiral™ Shares)

- Mid Cap**
- _____ % Allspring Special Mid Cap Value Fund (Class R6)
 - _____ % Janus Henderson Enterprise Fund (N Shares)
 - _____ % Vanguard® Mid-Cap Index Fund (Institutional Shares)

- Large Cap**
- _____ % JPMorgan Equity Income Fund (Class R6)
 - _____ % JPMorgan US Equity Fund (Class R6)
 - _____ % MainStay Winslow Large Cap Growth Fund (Class R6)
 - _____ % Vanguard® Institutional Index Fund (Institutional Shares)

- Specialty**
- _____ % Vanguard Real Estate Index Fund (Admiral Shares)

- Bonds**
- _____ % PIMCO International Bond Fund (U.S.-Dollar Hedged) (Institutional Class)
 - _____ % PIMCO Total Return Fund (Institutional Class)
 - _____ % Vanguard Inflation-Protected Securities Fund (Institutional Shares)
 - _____ % Vanguard® High-Yield Corporate Fund (Admiral™ Shares)

- Fixed/Cash**
- _____ % Howard County Fixed

100 % Total for both columns must equal 100%

I understand that if an allocation is made to a closed or unavailable investment option, the allocation will be made to the default option, the appropriate targeted date fund closest to my retirement date. I understand that if the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the appropriate targeted date fund. 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.

Authorization

NOTE: It is your sole responsibility to ensure you do not make excess contributions to the deemed IRA(s). Deductions are made without regard to any future changes in taxes; no partial deductions or “carry overs” to future pay periods will be made. This deduction will continue until changed in accordance with the Plan/IRA procedures. You can change payroll deductions only by filing an official amended “Participation Agreement” form with the Plan.

By my signature below, I hereby acknowledge that I have received, read and understand the Deemed IRA Summary/ Highlights Brochure, Deemed IRA disclosure statement and an applicable product Disclosure Statement(s) including Prospectus(es); and that the provisions and fees of the Deemed IRA have been explained to me.

I understand that a copy of the Plan Document, which includes the Deemed IRA, is available from my employer upon my request. I further understand that the Plan and the above named documents are specifically incorporated herein by reference. I hereby agree to be bound by the terms of the Deemed IRA and designate my Beneficiary (ies) as listed separately on this Form.

I understand that the initial or any amendment or termination of my IRA Participation Agreement may be effective only as of the first pay day administratively practicable, occurring in the next calendar month following the date of acceptance by my employer, if the contributions are being payroll deducted.

Signature: _____ **Date:** _____

Retirement Specialist Name (Print): _____ Agent #: _____

Form Return

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

By fax: 877-677-4329



Howard County and Howard County Public School System Deemed IRA Disclosure Statement

This Disclosure Statement summarizes the provisions relating to the Deemed IRA program offered by Howard County and Howard County Public School System (collectively "Sponsor") under the Governmental Deferred Compensation Plan ("457 Plan"). Unless otherwise stated or as may be stated in the Deemed IRA Account Application, your Deemed IRA Account is held pursuant to the terms and conditions of the 457 Plan and the Deemed IRA Trust. Your Deemed IRA Account is, therefore, subject to applicable terms of the 457 Plan and the Deemed IRA Trust. Please see attached copy of the Plan Summary of the 457 Plan. An individual retirement account ("IRA") is a personal savings plan that allows you to save money for retirement. References to the Code in this Disclosure Statement mean the Internal Revenue Code of 1986, as amended. For purposes of this Disclosure Statement, references to your Deemed IRA Account refer to your interest in the Deemed IRA Trust. You may open either or both a Deemed Traditional or Roth IRA Account. Your Deemed Traditional IRA Account will be subject to the provisions of Code Section 408, and a Deemed Roth IRA Account will be subject to Code Section 408A, and, in both cases, applicable IRS requirements under such Code sections.

You are encouraged to read this Disclosure Statement before contributing to a Deemed IRA Account. This Disclosure Statement is not intended to be a definitive or complete statement of the terms and conditions of Deemed IRAs. Tax rules are subject to change from time to time, without notice to you. The contents of this Disclosure Statement are subject to the terms and conditions of the 457 Plan, the Deemed IRA Trust, and federal and state law.

I. REVOCATION

You may revoke your Deemed IRA Account(s) in writing within seven days ("revocation period") after the Account has been established.

Notice of revocation must be sent to:

**HOWARD COUNTY AND HOWARD COUNTY PUBLIC SCHOOL SYSTEM
GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN
C/O NATIONWIDE RETIREMENT SOLUTIONS
P.O. BOX 182797
COLUMBUS, OHIO 43272-4227**

Notice of revocation will be deemed mailed on the date of postmark (or date of certification or registration if sent by certified or registered mail) if sent using the United States Postal Service, first class postage prepaid and properly addressed. If you revoke your Deemed IRA Account(s), your contributions to the Deemed IRA Account(s) will be returned to you, without adjustment for any sales commissions, administrative expenses, or change in market value. Sponsor will report the contribution(s) on Form 5498 and revoked distribution(s) (plus any earnings) on Form 1099-R. Deemed IRA contributions will initially be invested in the Guaranteed Separate Account. After expiration of the revocation period, your deemed IRA contributions will be automatically exchanged into the funds selected on your enrollment form, if different from the Guaranteed Separate Account. After the revocation period, you may not revoke your Deemed IRA Account(s), but you may request withdrawal at any time.

II. STATUTORY REQUIREMENTS

A. Deemed Traditional IRA

(1) Contributions to your Deemed IRA Account must be made through payroll deduction. The minimum payroll deduction contribution is \$10.00 per pay period for each Deemed IRA Account established.

(2) The annual contributions you make to ALL your traditional IRAs (including your Deemed IRA Account and any Roth IRA accounts) may not exceed the lesser of 100% of your compensation or the maximum dollar amount allowed for such year.

The annual limit will be subject to cost-of-living increases in increments of \$500. Your compensation for this purpose means salary and wages paid to you by Sponsor. You may only participate in the Deemed IRA Program if you receive compensation.

(3) Your annual contributions for any taxable year may be deposited at any time during that taxable year and up to the due date for filing your federal income tax return for that taxable year without extension (usually April 15). Contributions received between January 1 and April 15 will be credited against your contribution limit for the tax year of receipt unless you indicate that the contributions should be credited for the prior year. Contributions received by Sponsor after April 15 will be credited to the current year and not the prior year.

(4) Your interest in your Deemed IRA Account is nonforfeitable at all times.

(5) No portion of your Deemed IRA Account may be invested in life insurance contracts or collectibles.

(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.

Howard County and Howard County Public School System Deemed IRA Disclosure Statement

(7) Retired or terminated participants may not make annual contributions to the Deemed IRA Account. However, a retired or terminated participant may rollover/transfer an existing IRA to the Account.

(8) You may invest your deemed IRA contributions in any funds offered through the Sponsor 457 Plan, subject to initial investment in the Guaranteed Separate Account.

(9) As explained below, fees charged on your Deemed IRA Account will be based on your total account balances held for your benefit by Sponsor.

(10) You will receive a separate quarterly statement for your Deemed IRA Account(s). The statement will report the activity and value of the account balance. You must notify Sponsor-in a manner of its choosing-to change your name or mailing address.

(11) You may be able to deduct your Deemed Traditional IRA contribution on your federal income tax return. Your AGI, tax filing status and participation in an employer-sponsored retirement plan can reduce the amount of your deductible contributions. You may still make contributions to your Deemed Traditional IRA but those amounts will be non deductible. You must report nondeductible Deemed Traditional IRA contributions on Form 8606 and attach it to your individual federal income tax return for the year of contribution. If you do not file Form 8606 and you make nondeductible contributions, you may have to pay a penalty. You must report deductible Deemed Traditional IRA contributions on your federal income tax return. Sponsor does not separately account for any nondeductible amounts held in your Deemed IRA.

(12) You may withdraw your Deemed IRA Account at any time.

(13.) You should designate a beneficiary who will receive your Deemed IRA account balance(s) on your enrollment form. If you do not designate a beneficiary for your Deemed IRA account(s), the beneficiary(ies) of your 457 account will be treated as the beneficiary of your Deemed IRA account(s).

(14) 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.

B. Deemed Roth IRA

A Deemed Roth IRA Account is a type of IRA that is subject to many of the rules and requirements applied to a deemed traditional IRA Account and the rules and requirements applied to Roth IRAs.

(1) Your contributions to your Deemed Roth IRA Account must be made through payroll deductions.

(2) The annual contributions you make to ALL Roth IRA's you own (including your Deemed IRA and any Traditional IRA accounts) may not exceed the lesser of the maximum amount allowed as a deduction for a Traditional IRA for such year, or 100% of your compensation. Contributions you made to any other Traditional or Roth IRA(s) further reduced the amount you may contribute to your Deemed IRA(s).

(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 59 1/2, 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 1st 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).

The annual limit will be subject to cost-of-living increases in increments of \$500. All contributions including catch-up contributions to a Deemed Roth IRA Account are nondeductible. The contribution limit must be reduced by any amounts which you contribute to your Deemed Traditional IRA Account, any other IRA or Roth IRA which you own. The amount of your Roth contribution limit is phased out at certain levels of your adjusted gross income ("AGI"). These amounts are indexed to reflect increases in the cost of living.

If you have taxable compensation & your filing status is...	And your modified AGI is...	Then...
married filing jointly or qualifying widow(er)	Less than \$198,000	you can contribute up to the limit.
	at least \$198,000 but less than \$208,000	the amount you can contribute is reduced.
	\$208,000 or more	you cannot contribute to a Roth IRA.
married filing separately and you lived with your spouse at any time during the year	zero	you can contribute up to the limit.
	more than zero, but less than \$10,000	the amount you can contribute is reduced.
	\$10,000 or more	you cannot contribute to a Roth IRA.
single, head of household, or married filing separately and you did not live with your spouse at any time during the year	less than \$125,000	you can contribute up to the limit.
	at least \$125,000, but less than \$140,000	the amount you can contribute is reduced.
	\$140,000 or more	you cannot contribute to a Roth IRA.

You may make contributions to your Deemed Roth IRA Account after you attain age 70½ as long as you have compensation from Sponsor as an active employee and meet AGI limits above. Please see Internal Revenue Service (“IRS”) Publication 590 for more information regarding Roth IRA contribution limits.

(4) Your interest in your Deemed Roth IRA Account is nonforfeitable at all times.

(5) No portion of your Deemed Roth IRA Account may be invested in life insurance contracts or collectibles.

(6) See additional requirements pertaining to your Deemed Roth IRA Account under comments (1) and (7) - (9) on page 6.

III. STATEMENTS

A. If you or your beneficiary engages in a prohibited transaction under the Code with respect to your Deemed IRA Account, the account will lose its tax exemption. The Code requires you to include the fair market value of your Deemed IRA Account in your gross income for the taxable year during which you or your beneficiary engage in the prohibited transaction.

B. You may not use any portion of your Deemed IRA Account (traditional or Roth) as security for a loan. If you do, the Code requires you to treat that portion of your Account(s) as a distribution to you. You must include such distribution in taxable income for the taxable year in which you use your Deemed IRA Account as security for a loan.

C. The Code requires a minimum distribution from your Deemed Traditional IRA Account(s). A minimum distribution is not required for a deemed Roth IRA Account during your lifetime. The minimum distribution will be an amount calculated in accordance with IRS regulations and payable to you beginning in the year you attain age 73, (75 for an individual who attains age 74 after December 31, 2032). Your first required minimum distribution payment must be made no later than April 1 of the calendar year following the year you attain age 73, (75 for an individual who attains age 74 after December 31, 2032), you must take two distributions in that year. All required payments for subsequent years must be made by December 31.

In addition, minimum required distributions will be made from your Deemed IRA Account in accordance with the 457 Plan. You must take your required distribution from your deemed IRA and your required distribution from your 457 account. You cannot combine these two accounts and take both required distributions from one account. If you receive an amount less than the required minimum distribution for a tax year, you may have to pay an excise tax equal to 25% of the excess of the minimum required to be distributed over the amount actually distributed during the year.

Sponsor is not responsible for your failure to receive the required distribution including the excise tax you may have to pay.

D. An tax is imposed under the Code on excess contributions for each year the excess remains in your Deemed IRA Account. The tax is equal to 6% of the amount of excess contributions to your Deemed IRA Account. Generally, an excess contribution is the amount contributed to your Deemed IRA for the year that is more than the lesser of the applicable contribution limit or your taxable compensation for the year. Earnings attributable to excess contributions are taxable at ordinary income tax rates for the year in which the contribution was made. Also, if you are under age 59½, attributable earnings are subject to a 10% premature distribution penalty. Excess contributions to your Deemed Roth IRA Account are also subject to the 6% excise tax. The 6% penalty does not apply if you withdraw the excess amount and applicable earnings by your tax filing deadline. Also, if you are under age 59½, attributable earnings are subject to a 10% premature distribution penalty.

E. You must file Form 5329 (Additional Taxes on Qualified Plans Including IRAs and Other Tax-Favored Accounts) with the IRS to report amounts you received as an early distribution under your Deemed Roth or Deemed Traditional IRA Account, or if your contributions exceed the limit for that tax year.

F. Your Deemed IRA Trust has not been approved by the IRS as to form for use as a Deemed IRA Account.

G. You may use proceeds from your Deemed IRA Account as a 60-day rollover contribution to another IRA account, governmental 457(b) plan, 403(b) tax-sheltered annuity, or qualified plan in accordance with the Code. If you reinvest your proceeds in another IRA within 60 days, you cannot roll over those same funds again for at least one year. If any part of an eligible rollover distribution is from your designated Roth account, you can roll over, tax free, that part of the distribution to another designated Roth account or to a Roth IRA.

H. Additional information related to IRAs, Deemed IRA Accounts, and Code requirements may be found on the IRS website [irs.gov](https://www.irs.gov) or by

contacting any district office of the IRS.

IV. REPORTING

Sponsor's record-keeper will send you and the IRS a Form 5498 for each year that you contribute or make a rollover into your Deemed IRA Account(s). The deadline for mailing Form 5498 is May 31 of the year following the year of your contribution. This form reports amounts contributed and the value of your Deemed IRA Account(s) as of the preceding December 31. Sponsor will not record or calculate your tax basis (the taxed amount) in your Deemed IRA(s).

NOTE: IRS Form 5498 is required to be sent to the account holder by January 31 for the prior tax year to report the fair market value of the IRA account as of December 31 and if any applicable RMD is required.

If no other contributions are made after December 31 for the tax year, no additional 5498 is required. If contributions for the prior tax year are received by April 15 of the following year, a revised 5498 is sent to IRA account holders by May 31. Form 5498 for the prior tax year is sent to the IRS by May 31 of the following year.

Except for transfers, all withdrawals from a Deemed Traditional IRA Account or Deemed Roth IRA Account will be reported to the IRS using Form 1099-R. This form is mailed in January of the year following the year of distribution. You have sole responsibility for correctly reporting withdrawals on your income tax returns. You should keep proper records of your contributions for reporting income tax.

V. FINANCIAL DISCLOSURE

A. Fees assessed on deemed IRA Accounts shall be made on the same basis and rate as charged on balances held in the 457 Plan. In addition, all of your account balances held under the 457 Plan, including your Deemed IRA Account(s), will be aggregated for fee purposes. Fees are disclosed in the Plan's Participation Agreement.

B. Annual investment returns will be allocated to your Deemed IRA Account based on the investment option which you select - similar to the manner in which investment results are determined and allocated to your 457 Plan account. See the attached Spectrum of Investment Options or consult Sponsor's website (Howard457.com) for additional information about how annual earnings are computed and allocated under the 457 Plan. Investments are not insured or guaranteed by the FDIC or any other governmental agency.

The value of your Deemed IRA Account(s) will be solely dependent on the performance of the investments which you select. Growth in value of your Deemed IRA Account(s) is not guaranteed.

Information in this Disclosure Statement is subject to change without prior notice. Please contact Sponsor should you have any questions or if you need further information regarding the Deemed IRA Program.

The statements contained in this summary are for informational purposes only; federal and state tax law and accompanying rules are complex and subject to change without notice. Certain rules applicable to deemed IRAs are uncertain. Application of the tax rules may vary according to an individual's particular facts and circumstances.

SPONSOR MAKES NO REPRESENTATION OR ASSURANCE, EXPRESS OR IMPLIED, THAT THE IRS WILL ACCEPT THE PARTICULAR CONCLUSIONS EXPRESSED IN THIS SUMMARY. PAYMENT OF ANY TAX LIABILITY IS THE

RESPONSIBILITY OF THE PARTICIPANT AND NOT SPONSOR. INDIVIDUAL TAX SITUATIONS VARY GREATLY, AND SPONSOR IS PROHIBITED BY LAW FROM PROVIDING LEGAL OR TAX ADVICE. PLEASE CONSULT YOUR TAX ADVISER CONCERNING THE LEGAL AND TAX IMPLICATIONS RESULTING FROM OPENING A DEEMED IRA ACCOUNT(S).

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 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 US 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 US 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 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.