



USCM Participation Agreement for 457(b) and 401(a) Plans

Personal Information

457(b) Employer Name:	457(b) Employer ID:
401(a) Employer Name:	401(a) Employer ID:
Name:	Social Security Number:
Date of Birth:	Date of Hire:
Address:	City, State, & ZIP:
Home Phone Number:	Work Phone Number:
Email Address:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
How would you like to be contacted if additional information is required? <input type="checkbox"/> Telephone <input type="checkbox"/> Email	

Paperless Delivery Consent

Paperless Delivery: By providing your email address you are consenting to receive statements, confirmations, terms, agreements and other information provided in connection with your retirement plan electronically. Unless you choose to have statements, account documents and other documents sent in connection with your retirement plan delivered via US Mail to the mailing address of record by checking the box below, these documents will be made available to you electronically.

I wish to receive my statements and account documents via US Mail.

Contribution Summary & Payroll Frequency

	Dollar Amount* OR Percentage*	
Contribution Amount - 457(b) Pre-Tax	\$	%
Contribution Amount - 457(b) Roth**	\$	%
Contribution Amount - 401(a) Pre-Tax Employee Mandatory Contribution***	\$	%
Total	\$	%

NOTE: All increases, decreases and suspensions will be implemented no sooner than the first payroll of the month following the change. Please remember to check your paystub to confirm your selected contributions are accurately reflected and being processed.

* **Percentage contributions must be in whole percentages.** Check with your employer on whether your plan offers deferrals in percentages, dollar amounts or both.

**May not be offered by your plan. Roth contributions are made on an after-tax basis.

***Employee Mandatory Contribution (401(a) only) is a one time election stated in the Plan Document. This election is irrevocable and must be made before the participant's first entry date.

Payroll Frequency: Weekly Monthly Semi-Monthly Bi-Weekly
 Other: _____

Automatic Contribution Increase (This election is voluntary and is only available if permitted by your plan.)

I wish to participate in an annual automatic contribution increase.
 I wish to stop my annual automatic contribution increase.

If selected, this increase will automatically occur annually as soon as administratively feasible for the date selected below. Increases can only occur for money source(s) (Pre-Tax and/or Roth) and mode(s) (\$ or %) that you are currently contributing. Please do not select a date of 02/29; if selected, Nationwide will process on 02/28.

Money Source	Dollar Amount Increase	Percentage Increase
457(b) Pre-Tax	\$	%
457(b) Roth	\$	%

Increase Contribution Annually on: _____ (MM/DD)

Additional information regarding the automatic contribution increase option can be found in the attached Memorandum of Understanding.

Beneficiary Designation

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

PLEASE NOTE: Percentage split must total 100% for each category of beneficiary.

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

Additional information to assist you in completing your beneficiary designations can be found in the attached Memorandum of Understanding.

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

Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:

Total = 100%

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

Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	Social Security #:	Phone #:
Address:		Date of Birth:	% Split:

Total = 100%

Funding Options

Please find below the standard investment lineup for USCM, your plan may or may not have adopted all investment options listed. To see your plan's current lineup and performance, please refer to the fund performance page at nrsforu.com or call us at 1-877-677-3678.

Nationwide® Target Destination Series

_____ %	Nationwide® Destination 2015 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2020 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2025 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2030 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2035 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2040 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2045 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2050 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2055 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2060 Fund (Institutional Service Class)

Nationwide® Investor Destinations Series

_____ %	Nationwide® Investor Destinations Aggressive Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Aggressive Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Conservative Fund (Service Class)
_____ %	Nationwide® Investor Destinations Conservative Fund (Service Class)

Balanced

_____ %	American Funds-The Income Fund of America
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Large Cap

_____ %	American Century Value Fund (Investor Class)
_____ %	Dreyfus S&P 500 Index Fund
_____ %	Fidelity Contrafund
_____ %	INVESCO Growth & Income Fund (Class A)
_____ %	Nationwide® Fund (Institutional Service Class)
_____ %	Nationwide® Large Cap Growth Portfolio
_____ %	Nationwide Loomis All Cap Growth (Eagle Class)
_____ %	Nationwide® S&P 500 Index Fund (Institutional Service Class)
_____ %	Neuberger Berman Socially Responsive Fund (Investor Class)
_____ %	T. Rowe Price Growth Stock Fund (Advisor Class)
_____ %	The Growth Fund of America (Class A)

Mid Cap

_____ %	JP Morgan Mid Cap Value Fund (Class A)
_____ %	Nationwide® Mid Cap Market Index Fund (Class A)
_____ %	Wells Fargo Discovery Fund (Administrative Class)

Small Cap

_____ %	Nationwide® Small Cap Index Fund (Class A)
_____ %	Nationwide® Small Company Growth Fund (Institutional Service Class)
_____ %	Nationwide® U.S. Small Cap Value Fund (Institutional Service Class)
_____ %	Nationwide® Variable Insurance Trust: Multi-Manager Small Company Fund (Class I)
_____ %	Neuberger Berman Genesis Fund (Trust Class)

International

_____ %	American Funds New World SM Fund (Class R4)
_____ %	Invesco International Growth Fund (Class R5)
_____ %	MFS International Value Fund (Class R3)
_____ %	Nationwide® International Index Fund (Class A)
_____ %	Oppenheimer Global Fund (Class A)

Specialty

_____ %	Cohen & Steers Real Estate Securities Fund, Inc (Class A)
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Bonds

_____ %	Federated U.S. Government Securities Fund: 2-5 Year™ (Institutional Shares)
_____ %	Lord Abbett High Yield Fund (Class R5)
_____ %	Nationwide® Bond Index Fund (Class A)
_____ %	Nationwide® HighMark Bond Fund (Institutional Service Class)
_____ %	PIMCO Foreign Bond Fund U.S. Dollar-Hedged (Class A)

Fixed/Cash

_____ %	Morley Stable Value Retirement Fund
_____ %	Nationwide® Government Money Market Fund (Prime Class)
_____ %	Nationwide® Fixed Account

100% Total for both columns must equal 100%

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 Provision.

I authorize my Employer to make the contribution(s) to the Plan in the amounts I have designated above. The contribution(s) will continue until otherwise authorized in accordance with the Plan. The withholding of my contribution(s) 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 Public Sector Service Center in conjunction with the set-up time required by my payroll center. The contribution(s) is to be allocated to the funding options in the percentages indicated above. I understand some investment options may impose a short-term trading fee. I understand I should read the fund 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.

Participant Signature:	Date:
Retirement Specialist Name (Print):	Agent #:

Things To Remember

- Complete all of the sections on the Participation Agreement that apply to your request.
- Remember to have the allocation of your funding options total 100%, in whole percentages, when completing the Funding Options section. If allocations do not total 100%, the remaining amounts will be considered to be not in good order, and you agree the unallocated portion will be allocated to the plan's default investment option.
- For your beneficiary designation, the percentage split must total 100% for each category of beneficiary.
- Complete the Authorization section, and remember to sign and date this Participation Agreement.
- Enclose the completed Participation Agreement, and any other documentation in the business reply envelope included with this booklet.
- Your Plan may permit you to contribute additional funds as a "catch-up" contribution during the last three years preceding the normal retirement age under the Plan. If you would like to receive paperwork to take advantage of the catch-up provision, please check the appropriate box in the authorization section on page four.
- Your employer will specify the amount of 414(h) Pickup contributions (401(a) only). Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment to make this contribution.

Form Return

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

Fax: 877-677-4329

Please note that the information provided on this Participation Agreement will supercede any prior information provided, such as allocations, contribution amounts, contribution types (except Mandatory Employee Contribution) and/or beneficiary information.

Memorandum of Understanding

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.

457(b) PLANS

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 www.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 70 ½, 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.

401(a) PLANS

1. The annual defined contribution plan limit to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of my eligible compensation. This amount may be adjusted annually. More information on the maximum contribution limits can be found at www.irs.gov. Current or future participation in additional retirement plans, such as 403(b) and/or 401(a) plans, may affect the maximum annual contribution limit under this 401(a) plan.
2. The Plan Document governs when distributions may be made from the Plan. In general, distributions may be made only upon separation from service or upon the death of the participant. Some plans may also permit distribution upon reaching normal retirement age as defined in the Plan Document, upon a financial hardship approved by the Plan, upon disability or when taking a loan. All withdrawals of funds must be in compliance with the Code and any applicable regulations as well as the Plan Document, which the participant should consult to confirm which distribution opportunities are available. An additional early withdrawal tax of 10% may apply in some circumstances. It is strongly recommended that the participant consult with his/her tax advisor prior to requesting a distribution.
3. 414(h) Mandatory Employee Contributions - Your employer will specify the amount of these contributions if they are required by the Plan. Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment, to make this contribution to the Plan. These contributions will not be included in your taxable gross income; however, they do come out of your paycheck. The tax on these contributions will be deferred until benefits are distributed. Other plans may permit the participant to make a one time irrevocable election to contribute a percentage of compensation to the Plan prior to his/her Plan entry that cannot be modified later. The participant should consult the Plan Document for specific contribution provisions.

Memorandum of Understanding

ALL PLANS

1. 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 www.nrsforu.com or by calling 1-877-NRS-FORU (1-877-677-3678).
2. Generally, distributions from the Plans must begin no later than the 1st of April following the later of the year the participant reaches age 70½ 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
3. 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.
4. Disclaimer for Community and Marital Property States: If the participant resides in a community or marital property state, the participant's spouse may have a property interest in the participant's Plan account and the right to dispose of the interest by will. Therefore, NRS disclaims any warranty as to the effectiveness of the participant's beneficiary designation or as to the ownership of the account after the death of the participant's spouse. For additional information, please consult your legal advisor to learn more about how your beneficiary designation may be affected by community or marital property state law.
5. Participants must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on the participant's account statement.
6. Participants will receive a statement of their account quarterly.
7. 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 1-877-NRSFORU or by logging on to www.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 1-877-NRS-FORU (1-877-677-3678).

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.

-OR-

Memorandum of Understanding

b) Exchanges and/or transfers from the Fixed Annuity may be made up to 100% of the participant's account value. The total of all participant exchanges and/or transfers cannot exceed 12% of the total amount held in the Deposit Fund for the employer under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfer into any participant's Fixed Account will be permitted.

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

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

NATIONWIDE LIFE VARIABLE ANNUITY CONTRACT

1. I understand that a Variable Account Charge is deducted daily from the Variable Account. The Variable Account Charge is deducted daily in an amount not to exceed the following schedule:

Plan Assets	Variable Account Charge
0 - \$10 million.	0.95%
\$10 - \$25 million.	0.90%
\$25 - \$50 million.080%
\$50 - \$100 million.065%
\$100 - \$150 million.	0.50%
\$150 million.	0.40%

2. 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.

AUTO INCREASE

I understand that the participant elected automatic contribution increase option is only available if offered by the Plan and, if offered, will not take place until I elect this option. By selecting the participant elected automatic contribution increase option, my payroll contributions will automatically increase annually for the money source(s), the date and by the dollar or percentage amount selected. I may stop the participant elected automatic contribution increase at any time by calling 1-877-677-3678 completing a new Participation Agreement, or accessing www.nrsforu.com. Increase requests that do not match the current source and mode as I am currently contributing will not be processed. A selected date of 02/29 will not be processed, and will be changed to 02/28.

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 www.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 www.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.



Nationwide[®]