



# Dallas County, TX Deferred Compensation Plan Participation Agreement and Service Request

## Personal Information

Plan Name: Dallas County, TX Deferred Compensation Plan ID: 0038128001  
 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.

## Deferral Election and Payroll Frequency

Traditional Pre-Tax: \$ \_\_\_\_\_ OR \_\_\_\_\_ % Payroll Frequency: Bi-Weekly  
 Roth-After Tax: \$ \_\_\_\_\_ OR \_\_\_\_\_ % Start Contribution On (Pay Period): \_\_\_\_\_  
 Total: \$ \_\_\_\_\_ OR \_\_\_\_\_ %

**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, 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 - Nationwide Target Destination Series

- \_\_\_\_ % Nationwide Destination Ret R6
- \_\_\_\_ % Nationwide Destination 2020 R6
- \_\_\_\_ % Nationwide Destination 2025 R6
- \_\_\_\_ % Nationwide Destination 2030 R6
- \_\_\_\_ % Nationwide Destination 2035 R6
- \_\_\_\_ % Nationwide Destination 2040 R6
- \_\_\_\_ % Nationwide Destination 2045 R6
- \_\_\_\_ % Nationwide Destination 2050 R6
- \_\_\_\_ % Nationwide Destination 2055 R6
- \_\_\_\_ % Nationwide Destination 2060 R6

### Asset Allocation - Nationwide Investor Destination Series

- \_\_\_\_ % Nationwide Inv Destination Conservative R6
- \_\_\_\_ % Nationwide Inv Destination Mod Conservative R6
- \_\_\_\_ % Nationwide Inv Destination Mod R6
- \_\_\_\_ % Nationwide Inv Destination Mod Aggressive R6
- \_\_\_\_ % Nationwide Inv Destination Aggressive R6

### International

- \_\_\_\_ % Fidelity® International Index
- \_\_\_\_ % Vanguard Total Intl Stock Index Admiral
- \_\_\_\_ % Nationwide International Index R6
- \_\_\_\_ % Nationwide AllianzGI International Gr R6
- \_\_\_\_ % American Funds New World R6
- \_\_\_\_ % MFS International Intrinsic Value R6
- \_\_\_\_ % Invesco Oppenheimer Global R6

### Small Cap

- \_\_\_\_ % Fidelity® Small Cap Index
- \_\_\_\_ % Vanguard Small Cap Index Adm
- \_\_\_\_ % Nationwide Small Cap Index R6
- \_\_\_\_ % Nationwide US Small Cap Value R6
- \_\_\_\_ % NVIT Multi-Manager Small Company I
- \_\_\_\_ % Nationwide Small Company Growth InSvc

### Mid Cap

- \_\_\_\_ % JPMorgan Mid Cap Value R6
- \_\_\_\_ % Nationwide Mid Cap Market Idx R6
- \_\_\_\_ % Fidelity® Mid Cap Index

### Mid Cap (continued)

- \_\_\_\_ % Vanguard Mid Cap Index Admiral
- \_\_\_\_ % Wells Fargo Discovery R6
- \_\_\_\_ % Nueberger Berman Genesis R6

### Large Cap

- \_\_\_\_ % Fidelity® 500 Index
- \_\_\_\_ % Vanguard 500 Index Admiral
- \_\_\_\_ % S&P 500 Index
- \_\_\_\_ % Fidelity® Contrafund K6
- \_\_\_\_ % Fidelity® OTC K6
- \_\_\_\_ % Nationwide Loomis All Cap Gr R6
- \_\_\_\_ % Nueberger Berman Sustainable Eq R6
- \_\_\_\_ % T. Rowe Price Growth Stock I
- \_\_\_\_ % American Century Value R6
- \_\_\_\_ % Invesco Growth and Income R6
- \_\_\_\_ % Fidelity® Puritan K6
- \_\_\_\_ % American Funds Invmt Co of Amer R6
- \_\_\_\_ % SEI S&P 500 Index F
- \_\_\_\_ % Nationwide Large Cap Growth Portfolio
- \_\_\_\_ % Edgar Lomax Value

### Bonds

- \_\_\_\_ % PIMCO International Bond (USD Hdg) Instl
- \_\_\_\_ % Nationwide Bond Index R6
- \_\_\_\_ % Nationwide Loomis Core Bond R6
- \_\_\_\_ % Fidelity® US Bond Index
- \_\_\_\_ % Vanguard Total Bond Market Index Adm
- \_\_\_\_ % Lord Abbett High Yield R6

### Fixed/Cash

- \_\_\_\_ % Nationwide Government Money Market R6
- \_\_\_\_ % Invesco Shrt-Trm Inv Treasury Instl
- \_\_\_\_ % Nationwide Fixed Account
- \_\_\_\_ % Morley Stable Value Fund
- \_\_\_\_ % Invesco Quality Income Fund Class R6

### Specialty

- \_\_\_\_ % Cohen & Steers Real Estate Securities Z

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

<sup>1</sup> If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option, the Nationwide Government Money Market Fund. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to the Nationwide Government Money Market Fund.

## 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 authorize my Employer to reduce my salary by the above amount which will be credited to my employer's Plan. The reduction 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 as early as administratively practicable following the execution 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 each of the statements on the front and back of this form, which have been drafted in compliance with the Internal Revenue Code. I accept these terms and understand that these statements 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



# Dallas County, TX Deferred Compensation Plan

## Memorandum of Understanding

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The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your plan. It is not intended to cover all aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

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 includable compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits they can be found at [irs.gov](https://www.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. 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 includable 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).
3. It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on IRS tax Form 1099-R. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b), and/or 401(k) Plan, including designated Roth contributions, fall within the specified limits. A Nationwide Retirement Solutions, Inc. ("NRS") representative can provide assistance in determining my contribution limits.
4. I may withdraw funds from the Plan only upon separation from service; at age 70½ if I am still working; upon an unforeseeable emergency approved by the Plan, when taking a loan, if permitted by my Plan Sponsor; 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 contributed 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 (the "Code") and applicable regulations as expressed in the Plan Document.
5. I must contribute a minimum of \$20 per month or \$10 per pay into the Plan to satisfy minimum Plan requirements.
6. 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.
7. Contributions will be invested as soon as administratively feasible upon receipt from the Plan Sponsor.
8. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at [dallascountydc.com](https://dallascountydc.com) or by calling 1-877-677-3678.
9. 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.
10. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another 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 Administrative Services Provider shall be responsible for those tax consequences.
11. All amounts contributed into the Plan and earnings on the amounts contributed are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries.
12. Underlying investment options may be periodically changed or restricted.
13. 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 Contract. Changes may be made by logging on to [dallascountydc.com](https://dallascountydc.com) or calling 1-877-677-3678. Options for investments may vary by the source of the money invested.
14. If I select an investment option that is closed or unavailable, I agree that the money will be placed into the Nationwide Government Money Market Fund, which is the default investment option. If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option, the Nationwide Government Money Market Fund. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to the Nationwide Government Money Market Fund.
15. The Plan may have a fee for Plan Administration and or investment management fees, depending on the mutual funds in which I invest. For more information, please call 1-877-677-3678.

16. 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, that 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.
17. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account.
18. I will receive a statement of my account quarterly.
19. All telephone exchange requests will be recorded for the participant's protection.
20. 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. I understand that any information regarding limitation or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
21. If applicable, I understand that no changes will be effective until they are processed by NRS.
22. Enrollment or contribution changes will be made according to your plan document provisions, 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.

#### **Mutual Fund Options**

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. I understand that pursuant to the Plan Document, contributed amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended.
3. I understand some mutual funds may impose a short term trade fee. Please read the underlying prospectuses carefully.

#### **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 the entity (employer). Exchanges and/or transfers from the Fixed Annuity may be made up to 100% of my account value. The total of all participant exchanges and/or transfers shall not exceed 12% of the total amount held in the Deposit Fund for the entity (employer) under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfers will be permitted out of my Fixed Account for the remainder of the calendar year.

**Exchange:** An exchange is the movement of money between the Nationwide Life Fixed Account and Variable Annuity options and/or between the 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. An Variable Account Charge is deducted daily from the variable account and is equal to 0.00%. 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.

#### **Morley Stable Value Retirement Fund**

1. The Morley Stable Value Retirement Fund is not a mutual fund.
2. I understand that an administrative fee is deducted daily from this investment option, not to exceed the Maximum Variable Account Annual Expense Fee above.
3. I understand that exchanges to competing investment options must be held in a non-competing investment option for a minimum of 90 days before I can subsequently transfer to a competing option.

#### **Mutual Fund 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. For more detail about the payments Nationwide receives, please visit [dallascountydc.com](http://dallascountydc.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 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 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 U.S. 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 U.S. 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 U.S. Mail delivery.

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

**Enrollment Disclosure**

Enrollment or contribution changes will be made according to your plan document provisions, 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.