

QDIA Warranty



Nationwide's Commitment

If the Plan Fiduciary (Plan Sponsor or any other person or persons designated by the Plan Sponsor to represent or act on its behalf in its role as the plan fiduciary responsible for the selection or monitoring of the Plan's investment alternatives), satisfies the conditions set forth herein, and subject to the provisions set forth below under "Terms and Conditions," Nationwide warrants that:

- Nationwide's managed account service, Nationwide ProAccount[®], sponsored by Nationwide Investment Advisers, LLC, an SEC Registered Investment Adviser, meets the definition for a permissible type of Qualified Default Investment Alternative (QDIA) in Section 404(c)(5) of The Employee Retirement Income Security Act of 1974 (ERISA); and
- If the method that the Plan Fiduciaries use to select and monitor QDIA offerings for the Plan satisfies the prudent process requirement of section 404(a)(1)(B) of ERISA, 29 C.F.R. §2550.404a-1(b)(1), (the "prudent process requirement") then,
- If the Plan is the subject of a claim that Nationwide ProAccount failed to meet the ERISA Standards for QDIAs (as defined in DOL Reg. §2550.404c-5(e)), and a judgment is rendered against the Plan as a direct result of that finding, Nationwide shall indemnify the Plan for any loss, damage, claim or liability recoverable under ERISA ("Loss") as a result of such breach of fiduciary duty, as determined by a final and binding adjudication to the extent such Loss is not reimbursed by insurance or by any other source.

The Plan Fiduciaries' Responsibilities

This warranty only guarantees that Nationwide ProAccount meets the ERISA definition for a permissible type of QDIA. The Plan Fiduciaries must determine if the option selected is appropriate for their particular Plan and participants.

Terms and Conditions

1. If a Claim is asserted against any of the Plan Fiduciaries that are responsible for selection or monitoring of the Plan's investment alternatives, the Plan Fiduciaries must promptly notify Nationwide of the Claim, provide to Nationwide all written evidence of the Claim that they receive, provide notice of the Claim in accordance with the terms of any fiduciary liability or other insurance policy that may cover the Claim, and provide to Nationwide a complete copy of any such insurance policy.
2. The Plan Fiduciaries must reasonably cooperate with Nationwide in connection with all matters described in the Program Agreement and other legal documents between Nationwide and the Plan Sponsor, including but not limited to the defense of any Claim.

The warranty is available only to participant-directed defined contribution plans as defined in section 3(34) of ERISA, and applies only to Claims accruing after June 9, 2017.

Nationwide cannot and does not warrant or guarantee that any particular investment option available is suited to the needs of any individual Plan participant(s); as a result, this warranty does not extend to Claims based on the needs of, or suitability for, any individual participant(s). This warranty does not cover issues related to the reasonableness of expenses for any investments or services for any particular plan or participant. Also since past performance is not a guarantee of future results, we cannot warrant or guarantee either that any investment option we offer will yield any specific return, or even that it will yield a positive return. The warranty extends only to loss, damage, expenses or liabilities that would be recoverable under ERISA as a result of a breach of fiduciary duty by Plan Fiduciaries who select and monitor the Plan's investment alternatives, subject to the limitations and conditions stated above and the performance of the fiduciary responsibilities stated above. This Nationwide QDIA warranty is not insured by any Federal or State government agency. Nationwide reserves the right to change or discontinue this QDIA Warranty. Nationwide is not a fiduciary as defined by ERISA.



• Not a deposit • Not FDIC or NCUSIF insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

Nationwide Investment Advisors, LLC (NIA) provides investment advice to plan participants enrolled in Nationwide ProAccount. NIA is an SEC-registered investment adviser.

NIA has retained Wilshire® as an Independent Financial Expert for Nationwide ProAccount. Wilshire provides investment allocation portfolios based on participant ages and their personal tolerance for investment risk.

NIA assesses participants an asset-based fee for the managed account services.

Retirement products are offered by Nationwide Trust Company, a unit of Nationwide Bank® or Nationwide Life Insurance Company.

Wilshire is a registered service mark of Wilshire Associates, which is not an affiliate of Nationwide or NIA.

Nationwide, the Nationwide N and Eagle, Nationwide Bank, Nationwide ProAccount and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2017 Nationwide