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8/2/16

PATRICK E. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS

INVESTMENT FIDUCIARY SERVICE AGREEMENT

2016 AUG 3 AM 10 07

This Investment Fiduciary Service Agreement ("Agreement") is dated 8-2-2016 ("Effective Date") and is between Jessica Wadley ("Plan Sponsor"), Morningstar Associates, LLC ("Morningstar"), and Nationwide Life Insurance Company ("Nationwide").

1. INTRODUCTION

A Plan Sponsor who elects to use the Investment Fiduciary Service Program (the "Program") must sign this Agreement where indicated below. By signing below, Plan Sponsor acknowledges and agrees that the responsibilities of Nationwide and Morningstar with respect to the Program are as described below. Plan Sponsor also acknowledges that the specific fiduciary support provided by Morningstar and the administrative support provided by Nationwide are conditioned upon the Plan Sponsor's performance of certain duties outlined below.

2. DEFINITIONS

"Fund Universe" refers to the investment options that Nationwide makes available to Morningstar from which Morningstar selects the Fund Lineup. The Fund Universe includes both proprietary and nonproprietary investment offerings. Many investment providers pay Nationwide or its affiliates in return for having their investment vehicles made available to plans for possible selection as plan-designated investment alternatives, as well as for the recordkeeping and related services Nationwide provides. Nationwide may change the investment options in the Fund Universe from time to time.

"Fund Lineup" refers to the investment offerings that Morningstar selects from the Fund Universe for inclusion in the Program.

3. DISCLOSURE AND PROGRAM DESCRIPTION

The Program is designed to provide the Plan Sponsor with a Fund Lineup for the Plan Sponsor's Deferred Compensation Retirement Plan ("Plan") that is appropriate for the Plan and its employees. The Program also contains features - such as the quarterly and annual Morningstar monitoring reports described below - that support the discharge of the Plan Sponsor's duty to demonstrate the prudent selection and ongoing monitoring of Morningstar in its role as a plan fiduciary.

Morningstar acknowledges its role as a fiduciary, as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974 ("ERISA"), with respect to the selection and ongoing monitoring of the Plan's Fund Lineup. Although ERISA does not apply to governmental plans, Morningstar is agreeing to adhere to the ERISA standard of care with respect to the advisory services provided to the plan.

Nationwide has entered into an agreement with Morningstar to make the Program available to plan sponsors. Nationwide's role is to present the Program and provide ongoing administrative support related to the delivery of Program documentation created by Morningstar, including, but not limited to, Fund Lineup, and quarterly and annual Morningstar monitoring reports, which are posted on the Nationwide Plan Sponsor website.

The investment options available under the Program are set forth under the Fund Lineup, which is created by Morningstar from the Fund Universe. Morningstar has no ability to choose funds that are not made available in the Fund Universe. The Fund Universe, to meet Nationwide product requirements, includes only a Nationwide proprietary option under the target date, target risk and index categories. For other asset categories, Morningstar may select Nationwide proprietary funds or non-proprietary funds. All of the funds included in the Fund Universe provided to Morningstar by Nationwide, whether proprietary to Nationwide or not proprietary to Nationwide, have been screened by Morningstar and selected for use under the Program based on Morningstar's standard proprietary screening process.

The Fund Lineup is established by Morningstar using its proprietary investment methodology, and all funds in the Fund Lineup, including Nationwide's proprietary investment options, must meet Morningstar's established investment criteria. Nationwide is not affiliated with Morningstar and receives no compensation from Morningstar for the Program. The decision of which funds are included in the Fund Lineup is Morningstar's alone. It is Nationwide's intention that its actions with respect to the Program will not cause Nationwide to become a fiduciary to the Plan within the meaning of applicable law. Nationwide will not review and is not responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by Morningstar and provided to the Sponsor by Nationwide.

Using the Program will assist the Plan Sponsor in satisfying one of its key responsibilities, namely, to prudently select and monitor the Plan's investment options. Under the Program, Morningstar will act as a fiduciary to the Plan for that purpose, provided the conditions set forth herein are met, but subject to the following exclusions:

- Employer stock investment options are excluded from the Program;
- Self-directed brokerage investment options are excluded from the Program;
- Money market investment options are excluded from the Program;
- Stable value investment options are excluded from the Program;
- Certificates of Deposit investment options are excluded from the Program;
and
- Liquid Savings Accounts investment options are excluded from the Program

If at any time, Morningstar determines that it no longer approves of an investment option in the Fund Lineup, it shall determine whether a replacement investment option is necessary and select a replacement investment option. When an investment option is removed from the Fund Lineup, Morningstar shall notify Nationwide and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are no longer approved and of the replacement investment option. If Plan Sponsor rejects the replacement investment option, the Plan Sponsor shall be removed from the Program. Morningstar shall thereupon cease to have any fiduciary liability or responsibility for investment option(s) available within that Plan Sponsor's Plan except to the limited extent provided in the

following two sentences of this paragraph. In its standard course of business, Morningstar will continue to monitor such investment option(s) and may determine that it approves such investment option(s) again. Upon its renewed approval, Morningstar shall notify and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are once again covered by the fiduciary liability and responsibility of Morningstar under the Program.

Morningstar assumes no fiduciary responsibility or liability with respect to excluded investment options or Plan Fund Lineups that make available investment options not included in the Morningstar Fund Lineup.

4. ROLES AND RESPONSIBILITIES

The Plan Sponsor, in its fiduciary capacity, is solely responsible for determining whether the Nationwide product and the program are appropriate for the Plan, both at the time of purchase and on an ongoing basis.

Upon participating in the Investment Fiduciary Services program, the Plan Sponsor will be provided with a Fund Lineup. The Fund Lineup is created by Morningstar. The Plan Sponsor will also receive a sample Investment Policy Statement for the Plan, created by Morningstar that the Plan Sponsor may choose to adopt. It will detail how the investment categories within the Fund Lineup were chosen and how Morningstar will monitor the investment options. If the Plan Sponsor chooses not to adopt the sample Investment Policy Statement, it is their responsibility as Plan Sponsor to review the Plan documents, including any existing investment policy statement, to determine whether Morningstar's fiduciary services are consistent with the terms of the Plan documents. If the terms of the Plan documents, including any existing Investment Policy Statement, are inconsistent with the services provided in the Program, it is their responsibility to amend the Plan documents accordingly.

Morningstar will monitor the investment options contained within the Fund Lineup and prepare reports, for the Plan Sponsor's review and use in discharging the Plan Sponsor's responsibility to monitor Morningstar in its role as a plan fiduciary.

Morningstar may, from time to time, call for changes to the Fund Lineup. Morningstar may add funds to the Fund Lineup or may delete a fund from the Fund Lineup if it deems such changes necessary. Nationwide will provide Plan Sponsor with written notice of these changes at least ninety (90) days before their effective date. These changes must be reviewed by the Plan Sponsor to determine if they are appropriate for the plan and its participants. Plan Sponsor has the discretion and authority to decide whether to accept or reject any such changes presented. If the Plan Sponsor decides to reject any changes recommended by Morningstar, they must provide written notice to Nationwide thirty (30) days prior to the effective date of the recommended change to the Fund Lineup. Failure to reject the changes presented at least thirty (30) days prior to their effective date will be treated as consent to those changes. If the Plan Sponsor rejects any changes recommended by Morningstar, this Agreement will terminate on the effective date of the change and Morningstar will no longer assume fiduciary liability or responsibility for the investment oversight of any individual investment option or for the overall lineup.

Nationwide agrees to perform the following on behalf of Morningstar in support of the Program:

1. Deliver, via paper or electronically, the Plan Sponsor Advisory Agreement and Morningstar Associates' Form ADV Part 2, along with subsequent updates to the Plan Sponsor.
2. Obtain the Plan Sponsor's signature to the Plan Sponsor Advisory Agreement and sending an electronic copy of the signed Plan Sponsor Advisory Agreement to Morningstar.
3. Make available the Fund Lineup, IPS, methodology document, quarterly market commentary and the Quarterly Monitoring Report to Plan Sponsors.
4. Prepare and deliver notice to Morningstar Advisory Plan Sponsors regarding any changes to the Fund Lineup.
5. Implement any changes to the Fund Lineup, as determined and directed by Morningstar Advisory Plan Sponsors, in accordance with its customary business practices.
6. Provide written notification to Morningstar when an Advisory Plan Sponsor's Fund Lineup is no longer consistent with the Morningstar selected Fund Lineup.
7. Notify Morningstar of any Plan Sponsors that have terminated the Investment Fiduciary Service Program.
8. Distribute marketing materials created by Morningstar to Plan Sponsors.
9. Make available to the Plan Sponsor a pre-determined mapping matrix (prepared by Morningstar) to assist the Plan Sponsor in mapping plan assets from investment options in its existing lineup into the investment options available on the Fund Lineup, a Plan Sponsor's acceptance of the recommended mapping matrix is not required to participate in this program;

5. COMPENSATION

Plan Sponsor will not be charged a fee for the Program. Neither participating in nor terminating the Program will impact pricing for the Plan.

Morningstar receives a fee from Nationwide. That fee includes an asset-based fee subject to a minimum annual fee. The amount of compensation paid to Morningstar does not change based upon any particular fund recommended by Morningstar, whether proprietary to Nationwide or not. Morningstar's asset-based fees are not charged against excluded investment options.

Nationwide may receive compensation for services rendered to the Plan from a number of sources. Those may include product or contract charges, administrative fees, fee and charges applicable to Nationwide proprietary funds, and sales compensation and expense reimbursements from funds made available as investment options under the Plan. As part of its product offering, Nationwide will provide Plan Sponsor with information regarding the sources of revenue it may receive from the Plan. Product pricing discussions are between

Nationwide and the Plan Sponsor, and Morningstar's compensation is independent of those considerations. The Plan Sponsor may at any time request an estimate of the range of or weighted average compensation to be paid to Nationwide from the funds offered under the Plan.

6. TERM AND TERMINATION

The Agreement shall commence on the Effective Date and remain in effect until terminated by any of the three parties in accordance with this Section.

If Plan Sponsor makes a change to the Plan's Fund Lineup by adding a fund that is not on the Fund Lineup, deleting a fund that is in the Fund Lineup, or opting out of a change to the Fund Lineup recommended by Morningstar, Morningstar will no longer assume fiduciary liability or responsibility as defined under Section 3(21)(A)(ii) of ERISA, for the investment oversight of any individual investment option or for the overall lineup. This agreement shall terminate automatically upon such a change by the Plan Sponsor.

Plan Sponsor may also choose to discontinue participation in the Program effective any quarter end (March 31st, June 30th, September 30th or December 31st) by notifying Nationwide in writing at least thirty (30) days prior to discontinuance. Likewise, either Nationwide or Morningstar may terminate this agreement at any quarter end by notifying you in writing at least thirty (30) days in advance.

This Agreement will also terminate automatically upon (i) the termination of the agreement between Morningstar and Nationwide or (ii) the termination of the agreement between Plan Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

7. INDEMNIFICATION

To the maximum extent allowed by law, Morningstar will indemnify, defend and hold harmless Plan Sponsor and its respective directors, officers, employees and agents from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that Plan Sponsor may suffer or incur arising out of or in connection with Morningstar's: (i) breach of its fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, Morningstar shall not be required to indemnify, defend or hold Plan Sponsor harmless to the extent that the Claim arose as a result of Plan Sponsor's acts or omissions. Morningstar's obligation to indemnify and defend hereunder will be contingent on Plan Sponsor: (i) promptly notifying Morningstar in writing of the claim; (ii) allowing Morningstar to control, and reasonably cooperating with Morningstar in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Morningstar's prior written agreement. The indemnity obligations as described in this paragraph shall survive termination of this Agreement.

8. NOTIFICATIONS

Notifications regarding Fund Lineup changes will be provided in writing. To ensure uninterrupted coverage, please provide the best contact information on Page 7.

Please remember that as plan fiduciary, the Plan Sponsor is responsible for providing updated email and U.S. mail addresses to Nationwide as necessary. By signing this agreement, Plan Sponsor has consented to electronic delivery of notifications from Nationwide and/or Morningstar to the electronic address provided above or the last known electronic address on record. Such notifications may include communications concerning changes to the Investment Fiduciary Services Program or other notices required under applicable laws.

9. MISCELLANEOUS

The Plan Sponsor authorizes Nationwide to provide Morningstar with access to Plan information that Nationwide holds, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). The Plan Sponsor acknowledges that Nationwide will have no liability or responsibility for Morningstar's use or disclosure of Plan Related Information. Morningstar agrees to keep Plan Related Information confidential and to only use such information within the Program.

This agreement may not be assigned by any party without the prior written consent of the other parties. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.

Morningstar, Nationwide, and Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between any of the parties.

No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

This Agreement constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter addressed herein.

10. ACKNOWLEDGEMENTS

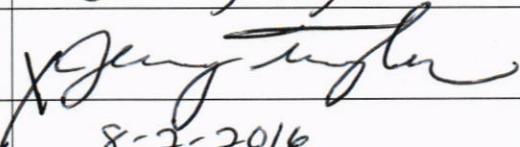
Plan Sponsor understands that participation in the Program does not guarantee a profit or protect against a loss and may not increase investment performance as compared to any other asset allocation or other investment strategy.

Participating in the Program does not guarantee better investment results as compared to not participating in the Program at all. The criteria used by Morningstar to create the Fund Lineup and monitor the investments are not intended to predict future performance.

Plan Sponsor represents that the person signing this Agreement is a named fiduciary of the Plan, or has been designated by a named fiduciary on behalf of the Plan in executing this Agreement. Plan Sponsor agrees to and acknowledges the Program rules described above and elects to participate in the Program.

In addition, Plan Sponsor acknowledges that it has received and read the Morningstar disclosure brochure (ADV Part 2) that describes its role as a registered investment advisor.

Agreed and Accepted by:

Plan Name:	Woodbury County Deferred Comp
Plan Sponsor Representative Name:	Jeremy Taylor
Plan Sponsor Representative Signature:	
Date:	8-2-2016
Email Address:	
Street Address:	
City, State Zip:	

Nationwide
By:

Morningstar Associates, LLC

By: 

Name: Tom Idzorek, President



**APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT**
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
[1-877-677-3678]

PATRICK E. GILL
WOOD COUNTY
AUDITOR & REGISTER &
COMM. OF ELECTIONS
2016 AUG 3 AM 10 07

APPLICANT

_____ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide"). The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:
 Contract Level Aggregate Exchange Limitation (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).
 Participant Level Exchange Limitation (the limitation on *Outgoing* Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR DC RESIDENTS ONLY: WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY: Annuity payments, death benefits, surrender values, and other Contract Values are subject to a market value adjustment, and are not guaranteed as to fixed dollar amount, unless otherwise specified.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR WA RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

ADDITIONAL STATE NOTICES

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

SIGNATURES

Signed on behalf of _____ this ___ day of _____

- Yes No Do you have existing life insurance or annuity contracts?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

[Handwritten Signature]

 [(Authorized Signature of Applicant)]

8-2-2016

 Date

[(Title)]
 Yes No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

 [(Authorized Nationwide Agent/Representative Signature)] _____ Date

[(Title)]
 Florida License Identification #: (Florida Agents only) _____

Investment Policy Statement

2016 AUG 3 AM 10 07

Plan Name:	Woodbury County Deferred Comp	"Plan"
Plan Sponsor:	Woodbury County	"Plan Sponsor"
Service Provider:	Nationwide	"Service"
Investment Advisor:	Morningstar Associates, LLC	"Morningstar"

1. Overview

This Investment Policy Statement ("IPS") is intended for use in connection with Plan Sponsor's use of the fiduciary service product provided through Service Provider, and in connection with Plan Sponsor's retention of Morningstar as discretionary investment manager with respect to selection and monitoring of the investment lineup for the Plan. When adopted by Plan Sponsor, this IPS shall become part of the Plan document and shall remain in effect until revoked by Plan Sponsor or until such time as Morningstar stops providing discretionary investment management services.

The above-named Plan is a defined contribution retirement plan available to eligible employees as provided in the Plan document. Investment of Plan assets will be made for the sole interest and exclusive purpose of providing benefits to Plan participants. The Plan is a participant-directed individual account plan. As such, it provides individual accounts for Plan participants and allows participants to select how these individual accounts shall be invested.

2. Purpose of Plan

The Plan's purpose is to provide eligible employees with a vehicle through which they can accumulate retirement savings through employee and/or employer contributions and the investment earnings thereon. While Plan participants are ultimately responsible for their own investment decisions, Plan Sponsor endeavors to provide a suitable range of diversified investment options allowing participants to invest in accordance with their own circumstances, risk tolerances, savings time horizons, and retirement goals. Plan Sponsor intends to provide investment options that can meet a wide spectrum of risk preferences, from conservative to aggressive. Plan Sponsor strives to achieve the following goals:

- Promote retirement saving and encourage wealth accumulation by Plan participants.
- Provide Plan participants with a suitable range of asset categories and investment options that are intended to help Plan participants meet their retirement goals and investment objectives.
- Encourage participation by eligible employees in the Plan and reinforce consistent saving habits.
- Attract and retain qualified employees by providing competitive benefits.
- Obtain plan services, administration and investment options at a reasonable cost.

3. Purpose of Investment Policy Statement

This IPS is being adopted by Plan Sponsor on behalf of the Plan to provide guidelines for the investment and management of assets held for the benefit of participants and beneficiaries of the Plan. The purpose of the IPS is to:

- Establish a framework for structuring a retirement savings program for Plan participants by making available diversified investment options that support a range of long-term needs, goals and risk tolerances.
- Formulate policies for selecting appropriate asset categories and investment options within the framework of the Plan structure.
- Provide Plan participants with investment options which, when prudently used, will diversify portfolio risks and better accommodate the range of risk/return preferences they may have.
- Establish prudent procedures for monitoring and evaluating the performance of the

- investment options available within the Plan.
- Describe the investment process used to select the investment options available within the Plan.
- Describe the roles and responsibilities of the various parties that may be involved in the oversight of Plan investment activities.

Plan Sponsor intends to review periodically this IPS and amend it when necessary.

4. Selection of Investment Classes

The Plan intends to provide a broad range of investment alternatives. This includes having diversified investment alternatives that are sufficient in permitting Plan participants to materially affect the potential return and degree of risk on their accounts, as well as minimizing the risk of large losses. Given the Plan's demographics, the Plan will provide a variety of investment options within various asset class categories. These offerings, when prudently used by the Plan participants, will diversify individual portfolio risks and better accommodate the range of risk/return preferences among participants.

5. Selection and Monitoring of Investment Options

Plan Sponsor is responsible for the administration of the Plan, including selecting, monitoring and evaluating the performance of service providers retained to perform services on behalf of the Plan. As permitted in the Plan document, Plan Sponsor may retain an investment adviser to provide assistance in selecting and monitoring the investment options to be made available under the Plan. In a separate Advisory Services Agreement, Plan Sponsor has appointed Morningstar as a discretionary investment manager to the Plan. Morningstar will select an appropriate lineup of investment options for the Plan, and will provide ongoing monitoring of investment options. Morningstar's process for selecting and monitoring the investment options available within the Plan is outlined in Exhibit A attached.

Plan Sponsor will periodically review the performance of Morningstar. If Plan Sponsor determines that Morningstar has consistently failed to satisfy the terms of the applicable Advisory Services Agreement, failed to maintain a stable organization; failed to employ the investment approach that formed the basis for Plan Sponsor's decision to retain Morningstar, incurred a significant number of complaints by affected Plan participants, or otherwise failed to perform its duties, Plan Sponsor may initiate termination procedures.

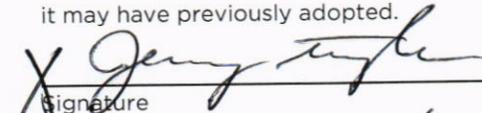
6. Participant Education and Communication

Plan Sponsor will communicate to participants that they are responsible for investment of the assets in their Plan accounts and keep them informed of the Plan's rules for the provision of investment instructions. The Plan will also endeavor to provide information and disclosures to Plan participants regarding the investment options available under the Plan.

7. Coordination with Plan Document

Notwithstanding the foregoing, if any term or condition of this IPS conflicts with any term or condition in the Plan document, the Plan document shall control.

By signing below, Plan Sponsor adopts this IPS and revokes any prior investment policy statement it may have previously adopted.



 Signature

 Jeremy Taylor

 Name (Print)

8-2-2016

 Date

 Chairperson

 Title



PATRICK F. GILL
 WOODBURY COUNTY
 AUDITOR & RECORDER &
 COMM. OF ELECTIONS

Morningstar Option Selection Form for Conversions

Please select one option below. AM 10 07

Nationwide FreedomProSM: Only Adding Investment Fiduciary Service. No change to Asset Management Charge or Fixed account rate guarantees.

<p>Nationwide FreedomProSM with T. Rowe Price Blue Chip Growth</p> <p>T. Rowe Price Blue Chip Growth Nationwide S&P 500 Index Inst Svc Dreyfus Appreciation American Funds Washington Mutual R3 Nationwide Mid Cap Market Index A Eaton Vance Atlanta Capital SMID-Cap A Nationwide Small Cap Index A Diamond Hill Small Cap A Nationwide International Index A MFS International Diversification R3 JPMorgan Core Bond Fund JPMorgan Emerging Mkts Eq A American Funds New Perspective R3 Invesco Global Real Estate A PIMCO All Asset A Pioneer Strategic Income A Nationwide Inv Dest Agrsv Svc Nationwide Inv Dest Mod Agrsv Svc Nationwide Inv Dest Mod Svc Nationwide Inv Dest Mod Cnsv Svc Nationwide Inv Dest Cnsv Svc Nationwide Destination 2015 Instl Svc Nationwide Destination 2020 Instl Svc Nationwide Destination 2025 Instl Svc Nationwide Destination 2030 Instl Svc Nationwide Destination 2035 Instl Svc Nationwide Destination 2040 Instl Svc Nationwide Destination 2045 Instl Svc Nationwide Destination 2050 Instl Svc Nationwide Destination 2055 Instl Svc Nationwide Destination 2060 Instl Svc Nationwide Retirement Income Instl Svc Nationwide Fixed Account</p> <ul style="list-style-type: none"> Asset Management Charge – No change Fixed Account rate guarantees – No changes to annual rate guarantee, quarterly rate guarantee or the guaranteed minimum rate <p><input type="checkbox"/> I select Nationwide FreedomProSM with T. Rowe Price Blue Chip Growth</p>	<p>Nationwide FreedomProSM with Fidelity Contrafund</p> <p><i>This investment option list is only available to plans that currently offer the Fidelity Contrafund.</i></p> <p>Fidelity Contrafund* Nationwide S&P 500 Index Inst Svc Dreyfus Appreciation American Funds Washington Mutual R3 Nationwide Mid Cap Market Index A Eaton Vance Atlanta Capital SMID-Cap A Nationwide Small Cap Index A Diamond Hill Small Cap A Nationwide International Index A MFS International Diversification R3 JPMorgan Core Bond Fund JPMorgan Emerging Mkts Eq A American Funds New Perspective R3 Invesco Global Real Estate A PIMCO All Asset A Pioneer Strategic Income A Nationwide Inv Dest Agrsv Svc Nationwide Inv Dest Mod Agrsv Svc Nationwide Inv Dest Mod Svc Nationwide Inv Dest Mod Cnsv Svc Nationwide Inv Dest Cnsv Svc Nationwide Destination 2015 Instl Svc Nationwide Destination 2020 Instl Svc Nationwide Destination 2025 Instl Svc Nationwide Destination 2030 Instl Svc Nationwide Destination 2035 Instl Svc Nationwide Destination 2040 Instl Svc Nationwide Destination 2045 Instl Svc Nationwide Destination 2050 Instl Svc Nationwide Destination 2055 Instl Svc Nationwide Destination 2060 Instl Svc Nationwide Retirement Income Instl Svc Nationwide Fixed Account</p> <p>*This fund is closed to new plans so only available if your case already includes it</p> <ul style="list-style-type: none"> Asset Management Charge – No change Fixed Account rate guarantees – No changes to annual rate guarantee, quarterly rate guarantee or the guaranteed minimum rate <p><input type="checkbox"/> I select Nationwide FreedomProSM with Fidelity Contrafund</p>	<p>Nationwide FreedomProSM</p> <p>T. Rowe Price Blue Chip Growth Nationwide S&P 500 Index Inst Svc Dreyfus Appreciation American Funds Washington Mutual R3 Nationwide Mid Cap Market Index A Eaton Vance Atlanta Capital SMID-Cap A Nationwide Small Cap Index A Diamond Hill Small Cap A Nationwide International Index A MFS International Diversification R3 JPMorgan Core Bond Fund JPMorgan Emerging Mkts Eq A American Funds New Perspective R3 Invesco Global Real Estate A PIMCO All Asset A Pioneer Strategic Income A Nationwide Inv Dest Agrsv Svc Nationwide Inv Dest Mod Agrsv Svc Nationwide Inv Dest Mod Svc Nationwide Inv Dest Mod Cnsv Svc Nationwide Inv Dest Cnsv Svc Nationwide Destination 2015 Instl Svc Nationwide Destination 2020 Instl Svc Nationwide Destination 2025 Instl Svc Nationwide Destination 2030 Instl Svc Nationwide Destination 2035 Instl Svc Nationwide Destination 2040 Instl Svc Nationwide Destination 2045 Instl Svc Nationwide Destination 2050 Instl Svc Nationwide Destination 2055 Instl Svc Nationwide Destination 2060 Instl Svc Nationwide Retirement Income Instl Svc Nationwide Fixed Account</p> <ul style="list-style-type: none"> Asset Management Charge - 0* (*Plan must meet one of the following: 100 Eligible Employees, \$1M with another provider, and \$500k assets under management) Fixed Account rate guarantees - The annual rate guarantee, quarterly rate guarantee will be reduced upon conversion to the new offering. A new Fixed Contract Endorsement will be issued. <p><input checked="" type="checkbox"/> I select Nationwide FreedomProSM</p>
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All of my existing plan features and services will remain in place. I understand that there are additional legal documents that I will sign in order to complete the enrollment in the Investment Fiduciary Service. When Nationwide processes participant contributions, in situations where the investment direction received is unclear, or if a new allocation is made to a closed or unavailable investment option, or the total investment option allocation percentages total less than 100%, the allocation will be made to the default option, the Nationwide Inv Destination Conservative Fund.

8-2-2016

Plan Sponsor Signature

Date

NRM-9551AO.7-1015