

Nationwide Participant Solutions Center

The Participant Solutions Center Offers Support for Options Outside the 457

We educate your participants to help them better understand plan options such as:

- deferrals
- consolidating retirement assets in their plan account
- increasing overall plan participation

Nationwide created the Participant Solutions Center through our affiliate, Nationwide Securities, LLC, to provide additional financial guidance to plan participants on an opt-in basis. These services add a financial guidance plan participants may need to help them make more informed decisions during key transitions, such as when they change jobs or retire.

How the Participant Solutions Center Can Help

It is a service for financial options outside of the 457 deferred compensation plan. It is a simple three-step process that leads participants to a variety of investment options based on their financial needs.

1. Fill out a worksheet of personal financial information with interested participants that covers everything from current income sources and investments to assets, liabilities and more.
2. Provides a personalized Financial Needs Analysis at no additional cost to you or your participants.
3. It illustrates the retirement outlook and offers general guidelines to help with decisions about financial products and services. It also includes forecasted estimates on everything from cash-flow needs to long-term health care costs, taking inflation, life expectancy and other factors into consideration.
4. Help participants explore investment options based on gaps reported in the analysis.
5. Options include IRAs, mutual funds from multiple fund families, annuities, life insurance and banking solutions. Fees apply only at the individual product level when a participant elects to make a purchase.

To learn more about the Participant Solutions Center or to speak to a Nationwide Representative, call 1-866-975-6363, Monday-Thursday 8:30 a.m.-6 p.m. ET, Friday 8:30 a.m.-5 p.m. ET.

Nationwide offers the Participant Solutions Center through our affiliate Nationwide Securities, LLC. The products and services offered by Nationwide Securities, LLC are separate and distinct from the plan administration services that are provided by Nationwide Retirement Solutions, Inc.

ADDITIONAL PRODUCTS AND SERVICES
PLAN SPONSOR AUTHORIZATION AGREEMENT

Note: Please review this Agreement carefully. Nationwide Retirement Solutions provides your participants with education and services related to deferred compensation/defined contribution plans. NRS recognizes that your participants often need education and guidance during key transitions such as during a job change or when preparing to retire. A new offering through affiliated companies of NRS offers your participants additional support during these transitions. This Agreement authorizes our affiliates to offer additional products and services outside of your plan to participants.

This Plan Sponsor Authorization Agreement ("Agreement") by and among Nationwide Retirement Solutions, Inc. ("NRS"), Nationwide Securities, LLC ("NSLLC"), Nationwide Bank of which the Nationwide Trust Company is a division (the "Bank"), Nationwide Fund Distributors LLC ("NFD") (collectively referred to herein as "Nationwide") and the above-mentioned Plan Sponsor (the "Plan Sponsor") is effective on the date that the last of the parties to this Agreement signs and executes below. The Plan Sponsor hereby acknowledges and agrees that Nationwide is authorized to make available to Participants additional products and services provided by our affiliates.

1. Definitions.

The following terms shall have the definitions set forth below:

- 1.1. "In-Plan Products and Services" means the education, retirement plan administration services, and retirement plan products that are provided by or through NRS and its affiliated companies under a separate agreement with the Plan Sponsor.
- 1.2. "Additional Products and Services" means the financial products and services outside of the Plan access to which this Agreement authorizes Nationwide to provide, and as described in Section 2 of this Agreement. Such products and services are outside of the Plan and are in addition to the In-Plan Products and Services currently being provided by and through NRS.
- 1.3. "Participants" means employees who participate or who are eligible to participate in the Plan.
- 1.4. "Plan" means the deferred compensation or defined contribution plans sponsored by the above-mentioned Plan Sponsor.

2. Additional Products and Services.

- 2.1 NSLLC Products. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, any and all insurance and financial products that NSLLC and its affiliated general agency are duly licensed, registered and authorized to sell (collectively the "NSLLC Products"). NSLLC reserves the right to amend its product offering at any time without notice. The NSLLC Products may be purchased through NSLLC registered representatives ("RRs") who are available to address Plan Participants' investment needs outside the Plan, including IRA rollover solutions. IRA rollover accounts („NSLLC IRA Rollover Accounts") may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. For those Plan Participants who indicate an interest in purchasing a Bank Product, NSLLC RRs may refer them to a customer call center operated by the Bank (the "Bank Call Center").
- 2.2 Financial Assessments. In conjunction with its offering of the NSLLC Products, NSLLC may offer financial assessments that are designed to better enable Plan Participants to make informed investment decisions, including whether to remain in the Plan. Such assessments are designed to help Plan Participants understand their needs for financial protection, wealth accumulation, and income solutions outside of the Plan, and are available at no additional cost to the Plan or Plan Participants.
- 2.3 NSLLC Investment Advisory Services. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, the investment advisory services ("NSLLC Advisory Services") that it provides to all of its investment advisory services customers. The NSLLC Advisory Services shall be provided for assets held outside the Plan by properly registered NSLLC personnel in their capacity as investment advisory representatives ("IARs") of NSLLC.
- 2.2 Bank Products. The Plan Sponsor hereby authorizes the Bank to make available to Plan Participants, on a non-exclusive basis, any and all banking products the Bank is authorized to sell (collectively the "Bank Products"). The Bank reserves the right to amend its product offering at any time without notice. Included among the Bank Products are IRA rollover accounts ("Bank IRA Rollover Accounts"). The Bank Rollover Accounts may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. All self-directed Bank Product transactions by Plan Participants shall be subject to the provisions of Section 3 of this Agreement. The Bank reserves the right to decline any account application or to terminate any account, in its sole discretion.

2.3 Additional Products and Services. The Plan Sponsor hereby authorizes and acknowledges that Nationwide may make available to Plan Participants additional products and services not contemplated by this Agreement at a later date. Such products and services may include, without limitation, (i) shares of Nationwide Mutual Funds that are made available directly from NFD to self-directed Plan Participants without assistance of an investment professional (the "Funds"); and (ii) such other products and services Nationwide may make available in the future (the "Future Products and Services"). The Plan Sponsor hereby authorizes Nationwide to make available shares of the Funds to Plan Participants at a time of Nationwide's choosing. All self-directed transactions in Fund shares shall be subject to the provisions of Section 3 of this Agreement. NFD reserves the right to decline any order to purchase Fund shares at its discretion. Additionally, for Future Products and Services, the Plan Sponsor hereby agrees that Nationwide may make available such Future Products and Services to Plan Participants by providing the Plan Sponsor 30 days advance notice of the availability of the Future Products and Services. If the Plan Sponsor objects to making available such Future Products and Services within 30 days after the date of Nationwide's notification mailing, then those Future Products and Services will not be made available.

2.4 Nationwide Retirement Solutions, Inc. The products and services described in this Section 2 are completely separate and distinct from the retirement plan administration services or retirement plan products that are provided by or through NRS. The Additional Products and Services authorized by this Agreement are not offered or sold by NRS and are not recommended by the Plan Sponsor.

3. Self-Directed Purchases and Rollovers; Product Recommendations.

3.1 Self-Directed Purchases and Rollovers. Subject to Section 3.2, the parties acknowledge and agree that, for any transactions which are self-directed by Plan Participants, Plan Participants shall be solely responsible for all orders and instructions placed for their accounts. Such responsibility includes, without limitation, determining the appropriateness and suitability of any trade, deposit transaction, rollover transaction, investment, investment strategy or investment risk associated with such transactions. Nationwide agrees to provide to Plan Participants disclosure of information concerning the limited liability of the Plan Sponsor and of Nationwide with respect to self-directed investments.

3.2 Product Recommendations. For those Plan Participants who indicate an interest in receiving assistance from NSLLC, NSLLC RRs are hereby authorized to make product recommendations with respect to the NSLLC Products and provide investment advice related thereto based upon suitability determinations that are

made in accordance with applicable laws, rules, regulations and NSLLC policies. No Bank, NFD, Fund or NRS personnel (including but not limited to employees, agents, associates and service vendors) are authorized to make product recommendations or provide investment advice to Plan Participants with respect to the products and services referenced herein. The Bank Call Center personnel referenced in Section 2 shall be permitted to (i) distribute the materials referenced in Section 4 below, (ii) direct Plan Participants to NSLLC, when and as appropriate, and (iii) provide general information about available products and services, but may not engage in any securities-related advice or services, any insurance-related advice or services or any other activities requiring a securities registration or an insurance license.

4. **Advertising and Sales Literature.**

Nationwide may make available to Plan Participants marketing materials that describe the products and services that are made available under the terms of this Agreement. The Plan Sponsor shall have no authority to make any representations, other than those contained in printed marketing materials furnished by Nationwide, concerning any of the products or services referenced in this Agreement, nor shall it have any authority to create or distribute any marketing materials relating to such products or services without the prior written approval of Nationwide. Marketing materials created by Nationwide may be disseminated to Plan Participants by use of any methods, including but not limited to: (i) by direct mail, (ii) by electronic media, (iii) by NRS customer services representatives, (iv) by designated Plan Sponsor personnel, or (v) by other plan service providers. Except as otherwise permitted herein or agreed upon by the parties, such advertisements and marketing materials may not be used without permission.

5. **Compensation.**

5.1 **No Compensation Paid by Plan Sponsor.** Nationwide will not receive compensation from the Plan Sponsor for the provision of Additional Products and Services to Plan Participants pursuant to this Agreement.

5.2 **Compensation to Nationwide.** In the event Plan Participants purchase the products or services described in Section 2 herein, Nationwide may be compensated in various ways, which are consistent with industry practice for firms engaged in the sale of financial products and services. Such compensation may include, without limitation, (i) income generated from the sale of products, (ii) investment advisory fees, (iii) asset-based and other fees in connection with the offering, management, maintenance and administration of a product or service; and (iv) asset-based, spread based, and other fees in connection with the offering, management, maintenance and administration of bank products.

5.3 **Compensation to Nationwide Representatives.** Nationwide representatives, including NSLLC's RRs, will not receive sales commissions for transactions involving the sale of products or services described in Section 2. Compensation paid to representatives may include a salary and an incentive opportunity based on productivity.

6. Term and Termination.

6.1 Term. This Agreement shall commence as of the date of execution of this Agreement by all the parties, and shall remain in effect until it is terminated as provided in paragraph 6.2 herein.

6.2 Termination. Any party to this Agreement may terminate the Agreement at any time, without penalty, upon the provision of sixty (60) days' advance written notice to the other parties. The provisions of this Section 6 shall survive any termination of this Agreement and shall remain in effect notwithstanding any such termination. The parties acknowledge and agree that Plan Participants who become NSLLC customers, Bank customers or Nationwide Mutual Fund shareholders shall remain as such notwithstanding the termination of this Agreement. The parties further acknowledge and agree that NSLLC shall be permitted to keep appointments that were made with Plan Participants prior to such termination and shall process applications for the purchase of NSLLC Products or NSLLC Investment Advisory Services that are submitted prior to such termination. In the event the plan administration agreement between NRS and the Plan Sponsor is terminated, the parties may nevertheless desire to continue operating under the terms and conditions of this Agreement.

7. Representations and Warranties.

Nationwide represents and warrants that it will comply with all applicable laws, rules and regulations in connection with the offer and sale of products and services pursuant to this Agreement.

8. Access to Information: Confidentiality.

NSLLC and its affiliated general agency shall have access to Plan Participant account information for the sole purpose of gathering pertinent information about Plan Participants in order to offer the NSLLC Products and provide the NSLLC Advisory Services described in this Agreement. NSLLC agrees to maintain information received from another Nationwide party pursuant to this Section 8 in strict confidence and in a manner designed to safeguard such information against unauthorized access, use or disclosure in accordance with all applicable state and federal laws, rules and regulations.

9. Otherwise Permitted Use of Information and Data.

The Plan Sponsor recognizes and acknowledges the necessity for Nationwide to provide and share data with third-party subcontractors of Nationwide to assist with the provision of Additional Services under this Agreement. Notwithstanding any other Section of this Agreement, this Agreement shall not restrict Nationwide from sharing Plan and Plan Participant data and information with third-party subcontractors for any lawful purpose to develop, analyze, market and deliver the Additional Services. Nationwide agrees to enter agreements which are necessary and proper to safeguard any Plan or Plan Participant data and information exchanged with the third-party subcontractor.

10. Complete Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no other oral or written agreements or understandings with respect to the subject matter of this Agreement that are not fully expressed herein. To the extent any separate agreement to which Nationwide or the Plan Sponsor is a party contains provisions that are inconsistent with the terms of this Agreement (including, but not limited to, those relating to the solicitation of Plan Participants and the sharing of Plan Participant information), the terms of this Agreement shall be controlling.

11. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

12. Indemnification.

As consideration for the authorization provided herein, Nationwide agrees to indemnify and hold harmless the Plan Sponsor and its elected or appointed officials, board members, officers, administrators, agents and employees from and against all losses, claims, demands, damages, liability, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever, on account of claims arising directly or indirectly from errors and/or omissions in the provision of products and services described in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written below.

Nationwide Retirement Solutions, Inc.

Nationwide Securities, LLC

By: _____

By: _____

Title: _____

Title: _____

Nationwide Bank

Nationwide Fund Distributors LLC

By: _____

By: _____

Title: _____

Title: _____

Agreed to and Accepted this ____ day of _____, 20____.

Plan Sponsor

By: 
Signature

Title: City Manager

Name of Plan: City of Marietta

Plan Number: 0036952-001



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

Nationwide Retirement Solutions, Inc.

By: K. D. White

Title: Associate Vice President

Nationwide Securities, LLC

By: Andrew C. Owen

Title: President

Nationwide Bank

By: Bob Lusk

Title: Vice President

Nationwide Fund Distributors LLC

By: Lee E. Brown

Title: Sr. Vice President

Agreed to and Accepted this 22 day of October, 2015

Plan Sponsor

By: see attached signature page
Signature

Title: _____

Name of Plan: Marietta GA

Plan Number: 0036952001

Public Sector Agreement