

Current Case Number: \_\_\_\_\_

**Nationwide Trust Company, FSB  
Amendment to the Program Agreement (“Agreement”)**

\_\_\_\_\_  
for the \_\_\_\_\_ (“Sponsor”),  
\_\_\_\_\_ Plan

(“Plan”) is requesting the following changes to the Program Agreement.

The Program Agreement is hereby amended by modifying the appointment of the Authorized Representative, as indicated below, and replacing the existing Authorized Representative Schedule with the attached Authorized Representative Schedule.

**Appointment of Authorized Representative**

The Sponsor appoints \_\_\_\_\_ as the Authorized Representative (“Authorized Representative”) to fulfill the duties as described in the Agreement.

The Program Agreement is hereby amended by replacing the Administrative Fees Section of the Executive Summary with the information below.

**ADMINISTRATIVE FEES**

By selecting the authorization below, the Sponsor has authorized the Authorized Representative to receive checks from Nationwide<sup>→</sup> made payable to the Authorized Representative, withdrawn from any Funding Vehicle(s) held in the Account. Such checks will be for the sole purpose of providing payment of Plan administration service fees for services rendered by the Authorized Representative to the Plan(s). Nationwide<sup>→</sup> shall accept the Authorized Representative’s direction as to the fees to be withdrawn.

The Authorized Representative is hereby  authorized  not authorized to receive checks payable to the Authorized Representative from Nationwide<sup>→</sup>.

If the Sponsor has authorized the Authorized Representative to receive payment for administrative services rendered to the Plan by a daily expense charge against the unit value and/or by a reduction in the interest rate to be credited to Funding Vehicle(s) in the Account, as applicable, such daily expense charge and/or reduction in the interest rate shall be the equivalent of:

- \_\_\_\_\_% per annum for the Funds made available through the Fund Access Schedule,
- \_\_\_\_\_% per annum for the Advisor Fixed Contract,
- \_\_\_\_\_% per annum for the Advisor Indexed Fixed Contract, and
- \_\_\_\_\_% per annum for the Advisor Short Term Indexed Fixed Contract.

If the Sponsor does not enter a specific percentage to indicate the daily expense charge or interest rate reduction amount above, the Sponsor authorizes that such percentage shall remain the same as previously authorized until Nationwide<sup>→</sup> is notified to the contrary in a Required Format.

The Program Agreement is hereby amended by deleting the Authorized Plan Level Signature Form, the Recordkeeping Fee Section of the Executive Summary and the Recordkeeping Fee Agreement and/or Recordkeeping Fee Schedule, as applicable.

Nothing herein contained shall be held to affect any of the provisions of the Agreement other than as stated above.

This shall be effective within five (5) Business Days following receipt of this executed document in the Required Format at Nationwide.

**Responsible Plan Fiduciary**

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have the authority to cause the Plan to enter into, modify or terminate the Agreement on behalf of the Sponsor and the Plan and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations there under, 408(b)(2), if applicable. If the signatories' status and or authority under the Plan change the signatories have the affirmative obligation to alert Nationwide in a timely fashion.

I acknowledge the selections I have made and agree to the terms set forth above.

\_\_\_\_\_  
Responsible Plan Fiduciary Printed Name      Responsible Plan Fiduciary Signature      Date

\_\_\_\_\_  
Responsible Plan Fiduciary Title      Responsible Plan Fiduciary Email Address      Contact Number

**Authorized Representative**

By signing below, the signatory on behalf of the Authorized Representative hereby accepts the appointment of Authorized Representative and agrees to the duties as described in the Authorized Representative Schedule. Further, the Authorized Representative attests that a copy of the Sponsor's plan document is in the possession of the Authorized Representative's firm.

\_\_\_\_\_  
Authorized Representative Name      Authorized Representative Signature      Date

\_\_\_\_\_  
Current Case Number      New Case Number, if Swapping

**Nationwide Trust Company,  
A Division of Nationwide Bank**

\_\_\_\_\_  
Authorized Nationwide Signature      Date

## **AUTHORIZED REPRESENTATIVE SCHEDULE**

### **PURPOSE**

The Authorized Representative Schedule details the duties, acts, responsibilities and obligations of the Authorized Representative.

### **RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE**

The Authorized Representative agrees to perform the following duties, acts, responsibilities and obligations;

1. To receive communications pertaining to the Plan from Nationwide, Plan Representative, the Sponsor, or its designee, or any Provider and to forward all such communications to the appropriate parties;
2. To receive information, documentation and all correspondence related to any Funding Vehicle(s) including, but not limited to, investment performance and updated interest rate guarantees which is made available by providers of the Funding Vehicle(s) and deliver such information to the Sponsor or its designee;
3. To timely submit to Nationwide any Plan contributions and related information required by Nationwide for the proper and prompt investment of such contributions;
4. To obtain information regarding values and fund balances of the Funding Vehicle(s), as frequently as necessary for the benefit of the Sponsor and Participants, including, but not limited to, receiving periodic accountings of all transactions under the Funding Vehicle(s) and to authorize Nationwide to exchange amounts within and among Funding Vehicle(s) and to provide all information required by Nationwide for the proper and prompt exchanges of these amounts;
5. To access account balances and to make exchanges and change the fund elections of the Account or of Participants, if Nationwide maintains participant-level records for future contributions, through Nationwide's voice response unit ("VRU") and the Internet, to the extent these capabilities exist. If Nationwide maintains participant-level records, Participants are also authorized to access their account balance information and to make exchanges and changes in their investment elections of future contributions through the VRU and the Internet, call center or other additional means as Nationwide may develop, to the extent these capabilities exist. It is the responsibility of the Authorized Representative to provide copies of the brochures and other written materials describing these services to the Sponsor and Participants;
6. To instruct Nationwide to purchase annuities, make loan disbursements or make cash payments to Participants and to provide all information required by Nationwide to make such annuity purchases, loan disbursements or cash payments;
7. To notify Nationwide of expenses incurred by the Plan which are to be paid from the amounts held pursuant to the Agreement. Such notice will include all information required by Nationwide to make such a payment;
8. To request that services be performed by Nationwide for which Nationwide may reimburse itself from Funding Vehicle(s) for the cost of such services. The Authorized Representative agrees not to request such services without prior written agreement between the Authorized Representative and the Sponsor;
9. To provide to the Plan Representative, Sponsor, or its designee, information necessary for compliance with annual reporting and filing obligations, as applicable, under ERISA and the Code, including Form 5500 Annual Return/Report of Employee Benefit Plan;

## **AUTHORIZED REPRESENTATIVE SCHEDULE**

10. To observe and comply with the existing laws, rules and regulations applicable to the duties, acts, responsibilities and obligations performed hereunder;
11. To perform any other act specifically authorized by the Sponsor, in writing. Such written authorization must be received and accepted by Nationwide. Upon acceptance by Nationwide, such additional written authorization will be attached hereto and made part of this Schedule and be subject to all provisions set forth herein; and
12. To provide investment direction to Nationwide<sup>®</sup> with respect to contributions held in suspense that do not have current investment direction. The Authorized Representative will provide all information required by Nationwide<sup>®</sup> to make such investment and will obtain any necessary Sponsor approvals prior to providing such instruction to Nationwide<sup>®</sup>. Should the Sponsor not provide the Authorized Representative with the necessary approvals, the Authorized Representative shall not be responsible for providing investment direction for these amounts.

### **MODIFICATIONS**

The Authorized Representative Schedule may be amended at any time due to changes by the Sponsor to the entity serving as Authorized Representative or due to Authorized Representative name changes, mergers or acquisition. The responsibilities of the named Authorized Representative shall be terminated upon receipt and acceptance of an amended Authorized Representative Schedule by Nationwide.

**DISCLOSURE SCHEDULE UPDATE**

The following information outlines disclosure updates for various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payor, payee, and description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please review the footnotes for important information about classification of each item as Direct or Indirect Compensation. Except as indicated, Nationwide is not acting in a fiduciary capacity for the services described below.

The information below may be reviewed on the website [www.nationwide.com/planlogin](http://www.nationwide.com/planlogin) at anytime after the Effective Date. In addition, if changes occur to the items described below, you will be notified of any such change by Nationwide. Such notification may be in the form of a communication directing you to [www.nationwide.com/planlogin](http://www.nationwide.com/planlogin) to review changes which will be clearly indicated. The notification may also be in the form of an Amendment to this Agreement.

**Exchange Fee<sup>1</sup>**

A fee charged to the Authorized Representative, a subcontractor, for Exchanges not processed over the VRU or Internet. All hard copy Exchanges sent to Nationwide may incur this fee from each "from" Fund. The fee may be billed to the Authorized Representative or deducted from the Plan based on the direction from the Authorized Representative. Exchanges processed via the Voice Response Unit (VRU) or Internet will not incur an Exchange Fee. Payments are made to Nationwide Life Insurance Company. The fee is \$6.00 per "from fund."

**Loan Maintenance Fee<sup>1</sup>**

A monthly fee charged to the Authorized Representative, a subcontractor, for all loans that are set up and managed on Nationwide's Loan Management System. The fee may be billed to the Authorized Representative or deducted from the Plan based on the direction from the Authorized Representative. Payments are made to Nationwide Life Insurance Company. The fee is \$1.00 per month per active loan.

**Statement Fee<sup>1</sup>**

A fee charged to the Authorized Representative, a subcontractor, to cover the cost of printing statements. The fee may be billed or deducted from the Plan based on direction of the Authorized Representative. The fee is \$0.75 per printed color statement. Payments are made to Nationwide Life Insurance Company.

**Administrative Services Fee (ASF)<sup>2</sup>**

Payments are made to the Authorized Representative, a subcontractor, for various administrative functions which may include but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions including disbursements, assisting with issue resolution and communicating with Sponsors and/or Participants. The following displays the payments made to the Authorized Representative.

Case Deposits or Assets	ASF Paid on First Year Deposits	Annual ASF Based on Assets
First \$100,000	0.80%	0.10%
Next \$650,000	0.20%	0.10%
Next \$1,250,000	0.20%	0.05%
Next \$3,000,000	0.15%	0.05%
Amount > \$5,000,000	0.00%	0.05%

<sup>1</sup> Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets, if Nationwide is directed to deduct from Plan assets. If Nationwide is directed to bill these items and is paid by the Authorized Representative, a subcontractor then the items will be considered indirect compensation.

<sup>2</sup> Items noted above are considered indirect compensation to a party other than Nationwide and are paid from Nationwide and not directly from Plan assets.

**By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have the authority to cause the Plan to enter into, modify or terminate the Agreement on behalf of the Sponsor and the Plan and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations there under, 408(b)(2), if applicable. If the signatories' status and or authority under the Plan change the signatories have the affirmative obligation to alert Nationwide in a timely fashion.**

\_\_\_\_\_  
Responsible Plan Fiduciary Signature

\_\_\_\_\_  
Date