

Nationwide[®] Recordkeeping Fee Agreement

An AGREEMENT by and between Nationwide Life Insurance Company and Nationwide Trust Company, FSB, (“NTC”), when NTC is serving as directed trustee or custodian, hereinafter collectively referred to as (“Nationwide”); and _____ (“Plan Sponsor”).

WHEREAS, the Plan Sponsor has established a retirement plan (“Plan”) to provide certain pension benefits to its participants and has retained Nationwide to provide services as described within the Nationwide Recordkeeping Fee Agreement (“Agreement”) in connection with the operation and administration of the Plan.

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. Nationwide shall provide certain services and the Plan Sponsor agrees to pay fees to Nationwide for the services provided as disclosed below.

a. Setup and Installation Services

- Enrollment meetings conducted by Nationwide
- Enrollment materials provided by Nationwide
- Plan is established on Nationwide’s recordkeeping system
- Participant records are established on Nationwide[®]’s recordkeeping system
- Plan sponsor training provided on payroll submission and other administrative services

b. Administrative Services

- Participant and Plan Sponsor access to Nationwide web sites, call center, voice response system, or other means as Nationwide may develop
- Quarterly plan sponsor statements
- Quarterly Participant statements
- Plan level recordkeeping (account maintenance)
- Participant level recordkeeping (account maintenance)
- Payroll processing assistance and support
- Assistance with other financial transaction processing
- Annual enrollment meetings

2. Recordkeeping fees will be assessed according to the following schedule.

<u>Type of Fee</u>	<u>Amount and Frequency</u>	<u>Bill Plan Sponsor</u>	<u>Deduct</u>
Plan Fee	\$300/\$0.00 per year ¹	<input type="checkbox"/>	<input type="checkbox"/>
Participant Fee	\$12.00 per participant per year	<input type="checkbox"/>	<input type="checkbox"/>
Printed Statement Fee	\$3.00 per participant per year ²	<input type="checkbox"/>	<input type="checkbox"/>
Miscellaneous Fees (The following fees apply only when these services are requested)		<input type="checkbox"/>	<input type="checkbox"/>
Optional full color participant statements	\$3.00 per participant per year		
Data entry fee	\$1.00 per participant per source ³		
Conversion of hardcopy data	\$100.00 per file (initial takeover)		
Manual Exchange fee	\$6.00 per from fund ⁴		
Corrective Processing fee	As negotiated		
Additional services not specified	As negotiated		

¹The plan level fee is \$300.00 per year. This fee may be waived for cases originally established after February 2004 when assets are over \$1 million.

²This fee applies only to cases originally established prior to February 2004.

³This applies only if your plan is unable to utilize the Nationwide electronic format.

⁴Applies to exchanges processed via a hard copy exchange request form.

Please note that additional fees including product or program charges, trust or custodial fees, or fees from third party administrators may also apply.

3. Nationwide will post invoices for recordkeeping fees to the internet at www.nationwide.com within five (5) days of the end of the billing cycle. It is the Plan Sponsor's responsibility to timely access and review invoices and remit payment in accordance with the manner selected. Any invoices remaining unpaid after sixty (60) days will be deducted from plan assets on a pro-rata basis.
4. Nationwide reserves the right to change listed services and fees upon thirty (30) days advance written notice to Plan Sponsor.
5. With respect to recordkeeping services performed by Nationwide ("Services"), Nationwide will rely on information provided by Plan Sponsor or Plan Sponsor's designee in performing Services and will not be liable for any claim, demand or suit which may arise due to omissions or erroneous information provided by the Plan Sponsor or Plan Sponsor's designee. Nationwide assumes no liability for services relating to any plan year or other period prior to the Effective Date and/or after the termination of this Agreement.
6. Plan Sponsor or Plan Sponsor's designee agrees to provide Nationwide with data and information necessary for Nationwide to perform Services, in an electronic format indicated by Nationwide, or in such other format agreed to by Nationwide.
7. Nothing herein shall be construed to make Nationwide a fiduciary of the Plan. The Plan Sponsor acknowledges that Nationwide is not a fiduciary and has no discretionary authority, control, or responsibility over the administration of the Plan, nor over any of the Plan assets.
8. The parties acknowledge that the Agreement may terminate in the event of a change of the Plan's Authorized Representative. In this event, Nationwide will notify Plan Sponsor of such termination. Further, the parties agree that the Recordkeeping Fee Selections will terminate in the event of a change in the Plan's Authorized Representative. In addition, the parties acknowledge that the Agreement will terminate upon liquidation of the assets of the Plan. Upon termination of the agreement, Nationwide shall deduct any unpaid invoices as well as any portion of the Recordkeeping fees remaining unpaid from the assets of the plan prior to liquidating or transferring the assets.
9. This Agreement shall be governed by the applicable laws of the State of Ohio.

Recordkeeping Fee Selections

Billing frequency for Nationwide fees: Monthly Quarterly Semi-Annually Annually

Billing Cycle: Calendar Year Plan Year

Optional Full Color Participant Statements: Yes No
(\$3.00 per participant per year)

**If no selections are made, fees will be deducted from Plan assets on a monthly basis.
Fees cannot be taken from the Nationwide Bank FDIC Insured Account.**

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

PLAN SPONSOR

Printed Plan Sponsor/Trustee Name

Plan Sponsor/Trustee Signature

Date

Plan Sponsor/Trustee Title

Email Address

Contact Number

Case Number

Accepted by: NATIONWIDE

Authorized Signature

Date