

Nationwide
Plan Service Provider Payment Agreement
(“Agreement”)

This Agreement is entered into between _____ (“Sponsor”) and Nationwide Life Insurance Company and/or Nationwide Trust Company, FSB a division of Nationwide Bank (collectively, “Nationwide”) to establish a fee arrangement for services to be provided to _____ (“Plan”) by a Plan Service Provider (“Provider”). These services are provided through the Provider under a separate agreement between the Sponsor and the Provider (“Provider Agreement”). This Agreement shall be effective upon execution of this Agreement by the Sponsor and Nationwide.

Sponsor Representations

Sponsor acknowledges that it is solely responsible for the selection of the Provider. Sponsor represents that the provision of services to the Plan by the Provider and the payment arrangement set forth herein are consistent with the terms of the Plan’s plan document and related materials (“Plan Document”) and with the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and/or other applicable law. Sponsor acknowledges that it is solely responsible for monitoring the services of Provider, including their ongoing compliance with the terms of the Plan Document and all applicable provisions of ERISA and/or other applicable law.

Nationwide Representations

Nationwide represents that, using reasonable care consistent with industry standards, it will carry out instructions provided by Sponsor in support of the payment arrangement set forth herein.

Provider Information

Sponsor hereby appoints _____ (“Provider name”) with _____ (“Company name”) as the Provider.

Payment Arrangement

Sponsor authorizes that the Provider shall be compensated in **one** of the following ways for providing services to the Plan.

- _____% of Plan assets annually (to be assessed and deducted no less frequently than quarterly).
- \$_____ per participant annually (to be assessed and deducted no less frequently than quarterly).
- \$_____ flat fee annually (to be assessed and deducted in equal installments based on pay frequency, which will be no less frequently than quarterly).
- As otherwise agreed to by Sponsor and Provider and provided to Nationwide via separate instruction from the Sponsor in a form and format acceptable to Nationwide.

The fee will be forwarded by Nationwide to Provider and represents payment for services for the relevant service period. All fees will be paid in accordance with current administrative procedures, a copy of which is incorporated into this Agreement and attached as Exhibit A. These procedures detail the fee calculation and payment frequency. Any changes to Exhibit A may be made solely by Nationwide with 90 days advance written notice to the Sponsor.

The initial fee payment under this Agreement shall not commence until the service period as outlined in Exhibit A following the effective date of this Agreement. Sponsor acknowledges that Provider may only be compensated for services to the Plan under the terms of this Agreement.

Sponsor acknowledges that Nationwide: (1) is acting solely as a paying agent of the Plan with respect to this Agreement, (2) may conclusively rely on any instructions it may receive to effectuate payment to Provider under this Agreement, and (3) shall have no duty to monitor or otherwise review the instructions received or the services provided to the Plan by Provider. Sponsor agrees to indemnify, defend, and hold Nationwide and its directors, officers, agents, affiliates, and employees (collectively, the "Nationwide Indemnities") harmless from and against any and all losses, claims, demands, liabilities, damages, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever ("Losses") that the Nationwide Indemnities may directly or indirectly suffer or incur arising out of the performance of Nationwide's duties under this Agreement, except to the extent such Losses result from Nationwide's willful misfeasance, bad faith, gross negligence or reckless disregard of its duties or obligations hereunder.

Each party acknowledges and agrees that the terms set forth herein are consistent with and not contradictory to any other agreements or understandings between the parties and that in the event any such terms herein are inconsistent or contradictory therewith, the terms of this Agreement shall control.

Confidentiality of Information and Authorization to Share

Sponsor represents and warrants that the Agreement between it and Provider requires the Provider to keep Plan Related Information, as defined below, strictly confidential. Sponsor authorizes Nationwide to provide Provider with access to Plan and participant information that Nationwide holds, including, but not limited to, participant name, Social Security number, account values, fund balances, transaction histories, and Funding Vehicle allocations ("Plan Related Information"). Sponsor acknowledges that Nationwide shall have no liability or responsibility for Provider's use or disclosure of Plan Related Information.

Each party agrees to hold information it receives from the other pursuant to this Agreement in strict confidence. Furthermore, each party warrants to the other that it shall not disclose to any third party, except as otherwise provided herein, proprietary information that it may acquire in the performance of this Agreement; nor shall it use such proprietary information for any purposes other than to fulfill its contractual obligations under this Agreement or as required by law.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Agreement.

Termination, Resignation or Replacement

Each party may terminate this Agreement at any time by providing at least ten (10) business days written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations shall survive any expiration or termination of this Agreement.

Upon termination of this Agreement, Nationwide shall be under no obligation to carry out payment instructions on behalf of the Sponsor or any successor Provider chosen by the Sponsor unless such parties enter into a new Agreement with Nationwide. Further, Sponsor acknowledges that Nationwide cannot and is not under any legal obligation to facilitate refunding any appropriately paid payment to Provider under the terms of this Agreement.

Termination of Prior Agreements

As of the effective date of this Agreement, this Agreement shall supersede and replace any prior agreements between the parties pertaining to the subject matter hereof.

Notice

All notices to be given pursuant to this Agreement shall be given in writing and delivered by personal delivery or by postage prepaid, registered or certified United States first class mail, return receipt requested, overnight mail, or by facsimile, or similar means of same day delivery (with a confirming copy by mail as provided herein). All notices shall be given or sent to the addresses shown herein or as Nationwide has on file for each party.

Executed Copies

Sponsor hereby authorizes Nationwide to send executed copies of this Agreement to Sponsor, Provider, and the Plan’s authorized representative.

Payment Arrangement: Disclosure and Date of Change

The Payment Arrangement shall be effective based on one of the options selected below. The ERISA 404(a)(5) regulations require that plan sponsors make certain fee related disclosure available to participants, eligible employees and beneficiaries 30 days in advance. Please **choose one** of the options below.

- The Plan Sponsor requests Nationwide to provide a 30-day advance notice document for the Plan Sponsor to distribute according to ERISA guidelines; to be delivered to the email address indicated below.

This fee will be added/changed on Nationwide’s processing system on the next business date after forty (40) calendar days following receipt of this form in the format required by Nationwide. This will not delay the time standards associated with updating the plan access for the firm and/or advisor(s).

 Plan Sponsor E-mail Address

OR

- The Plan Sponsor understands and has fulfilled their fiduciary obligation under ERISA to provide a 30-day advance notice of this fee change and instructs Nationwide to process the update within regular Nationwide processing time standards.

Authority

The Sponsor signing this Agreement represents that performance of the Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Agreement on behalf of the Plan.

Each party represents to the others that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement.

We hereby agree with the provisions set forth in this Agreement and the verification set forth above.

Sponsor - Signature

Sponsor - Name/Title

Address:

Provider's Address

Provider's Email address

Nationwide – Signature

Effective Date

Nationwide - Name/Title

Exhibit A

Administrative Procedures for Plan Service Provider Payment Agreement

The Provider will be compensated in one of the following ways based on the Payment Arrangement selected in the Provider Agreement. The relevant service period is for the upcoming calendar quarter. All fees will be assessed, calculated and deducted as follows based on Plan assets prior to any distributions:

- For fees that are a percentage of Plan assets, the annual asset percentage will be calculated based on the ending assets as of the last day of the preceding quarter end, calculated to be a quarterly payment (annual percentage divided by four) and will be deducted the last business day of the preceding quarter from Plan assets at Nationwide. The amount will be pro-rated across all participant and Plan-level accounts with a balance in the Plan. The fee will be deducted from the largest fund/source combination of each account, with the exception of self-directed brokerage accounts and/or FDIC Insured accounts.
- For fees that are an annual dollar amount per participant, this set annual dollar amount will be calculated to be a quarterly payment (annual amount divided by four) and will be deducted on the last business day of the preceding quarter from Plan assets at Nationwide. The amount will be taken from all participant and Plan-level accounts with a balance in the Plan. The fee will be deducted from the largest fund/source combination of each account, with the exception of self-directed brokerage accounts and/or FDIC Insured accounts.
- For fees that are an annual flat fee, this set dollar amount will be calculated to be a quarterly payment (annual amount divided by four) and will be deducted on the last business day of the preceding quarter from Plan assets at Nationwide. The amount will be pro-rated across all participant and Plan-level accounts with a balance in the Plan. The fee will be deducted from the largest fund/source combination of each account, with the exception of self-directed brokerage accounts and/or FDIC Insured accounts.