

Nationwide Retirement Solutions

Participation Agreement and Service Request

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Personal Information	
Transaction Type (select one): New Enrollment De	ferral Change 🗌 Restart Deferrals
Plan Type (select one): 🔀 457(b) ☐ 401(a)	
Employer Name: City of San Rafael	Employer ID: <u>0041569001</u>
Name:	
SSN: Date of Birth:	Primary Phone:
Street Address:	
City:	State: ZIP:
Email:	
How would you like to be contacted if additional informa	ion is required? Phone Email
Paperless Delivery Consent	
related to your retirement plan, e.g statements, confirm prefer to receive paper copies of the documents via U.S.	are consenting to electronic (paperless) delivery of documents ations, terms, agreements, etc. Check the box below if you would Mail to the address provided above. e the documents related to my retirement plan via U.S. Mail.
Deferral Election and Payroll Frequency	
Check with your employer to see if your Plan allows deferr	al amounts in dollars, percentages or both, or Roth contributions.
Pre-Tax \$ OR N/A	% Payroll Frequency: Weekly Bi-Weekly
Roth* \$ OR _N/A	*
Total \$ OR <u>N/A</u>	% Start Contribution On (Pay Period):
* May not be offered by your Plan. Contributions to Roth	
	nd be bound by the terms and conditions of the service including understand I can obtain more information about the service, its rvice Center.
Beneficiary Designation (will replace any prio	r designation)
IMPORTANT NOTES: 1) Allocations must total 100% for eac or contingent beneficiary and do not list a percentage, th	h category of beneficiary; and 2) If you designate a single primary e allocation will be designated as 100%.
☐ I have additional beneficiaries. If you want to designat with the additional beneficiary information. Allocation:	e more than 2 of each type of beneficiary, you may attach a page s must still total 100% for each category.
Primary Beneficiary(ies) (Allocations must total 100%):	
1. Full Name:	Allocation:%
Relationship: SSN: _	Date of Birth:
Address:	Phone:
2. Full Name:	Allocation:%
Relationship: SSN: _	Date of Birth:
Address:	Phone:
Contingent Beneficiary(ies) (Allocations must total 100%):
1. Full Name:	Allocation:%
Relationship: SSN: _	Date of Birth:
Address:	Phone:
2. Full Name:	Allocation:%
Relationship: SSN: _	Date of Birth:
Address:	Phone:

Investment Options

For a list of available investment options, contact the Nationwide Solutions Center at 1-888-401-5272, contact your local Retirement Specialist or visit nrsforu.com .

Fund Name	Allocation	Fund Name	Allocation
	%		%
	%		%
	%		%
	%		%
	%		%
	%		%
	%		%
	%		%
	%		%
	%		%
		Total for both columns must equal 1	100%

The above indicated investment election allocations will be used for both Pre-tax and Roth contributions unless you contact the Nationwide Solutions Center at 1-877-677-3678 to request separate investment election allocations.

¹ If the total investment option allocation percentage equals less than 100%, the remainder will be allocated to the Plan's default option. If the total investment option percentage exceeds 100%, 100% of your contributions will be allocated to the Plan's default option.

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☐ Please send me a copy of the informational brochure/prospectus(es).	
☐ Please contact me regarding transferring my other pre-tax retirement plans.	
☐ Please send me forms regarding the catch-up provisions.	
Please send the forms regarding the catch-up provisions.	

The Galliard Stable Value fund is a bank collective fund, trusteed by Norwest Bank of Minnesota, N.A. and managed by Galliard Capital Management, a wholly owned subsidiary of Norwest Bank of Minnesota, N.A. Mutual fund products and the Galliard Stable Value fund are not FDIC insured, are not deposits or other obligations of, or guaranteed by any bank, and are subject to investment risk.

I authorize my Employer to reduce my salary by the above amount which will be credited to my employer's Plan. The reduction will continue until otherwise authorized in accordance with the Plan. The withholding of my deferred amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Plan Administrator in conjunction with the set-up time required by my payroll center. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short-term trade fee. Please read the underlying prospectuses carefully.

I have read and understand each of the statements on the front and back of this form, which have been drafted in compliance with the Internal Revenue Code. I accept these terms and understand that these statements do not cover all the details of the Plan or products.

Signature: Date:	
Retirement Specialist Name (Print):	Agent #:

Form Return

By mail: Nationwide Retirement Solutions

PO Box 182797

Columbus, OH 43218-2797

By fax: 1-877-677-4329

By email: rpublic@nationwide.com



Nationwide Retirement Solutions

Memorandum of Understanding

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The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your plan. It is not intended to cover all aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

457(b) Plans

- 1. The maximum annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of my includable compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits, they can be found at irs.gov. Under certain circumstances, additional amounts above the limit may be contributed in the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of the Plan's Normal Retirement Age and did not contribute the maximum amount to the 457(b) Plan in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be reported as taxable income when refunded. It is my responsibility to ensure my contributions to all 457(b) plans in which I participate regardless of employer do not exceed the annual limit.
- 2. It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on IRS tax Form 1099-R. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b), and/or 401(k) Plan contributions, including designated Roth contributions, fall within the specified limits. A Nationwide Retirement Solutions, Inc. ("Nationwide") representative can provide assistance in determining my contribution limits.
- 3. As opposed to the withdrawal of earnings on pre-tax contributions, the earnings on designated Roth contributions are generally not subject to future taxes as long as the distribution from the Roth account satisfies the requirements to be a "qualified distribution." Qualified distributions cannot be made within five years of the first designated Roth contribution to this plan, and must be made on or after the attainment of age 59 ½, on or after the participant's death, or the participant's disability. If the participant previously established another designated Roth account in another plan and is able to roll the funds from this plan to the other plan, the five-year period would begin to run from the date of the first contribution to the first designated Roth account. A non-qualified Roth distribution may result in a 10% penalty for early withdrawal of that portion of the distribution that is includable in gross income, if made from rollovers to this Plan from a qualified plan like a 403(b) plan, unless a regulatory exception applies. Please note that once made, contributions and/or rollovers to a designated Roth account may not be reversed. In the event you wish to make changes, only future contributions and/or rollovers can be redirected.
- 4. I may withdraw funds from the Plan only upon separation from service; at age 70½ (if the Plan allows; upon an unforeseeable emergency approved by the Plan, when taking a loan, if permitted by the Plan; or, I may take a one-time in-service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not contributed to the Plan for two or more years. In come cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code (the "Code") and applicable regulations as expressed in the Plan Document.
- 5. I must contribute a minimum of \$20 per month or \$10 per pay to the Plan to satisfy minimum Plan requirements.
- 6. Contributions, in the form of salary reductions, will be made until I notify Nationwide or my Plan Sponsor otherwise. Once notification is received, salary reductions will be changed as soon as administratively feasible.
- 7. Contributions will be invested as soon as administratively feasible upon receipt from the Plan Sponsor.

401(a) Plans

- 1. The annual defined contribution limit to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of my eligible compensation. This amount may be adjusted annually. If you have questions about these limits they can be found at irs.gov. I understand that current or future participation in additional benefit plans, such as 403(b) and/or 401(a) plans, may affect my maximum annual contribution limit under the 401(a) plan, in accordance with the Code.
- 2. I may withdraw vested funds from the Plan only upon severance from employment. Some plans may also permit distribution upon reaching normal retirement age as defined in the Plan Document; upon a financial hardship approved by the Plan; upon disability or when taking a loan, if permitted by the Plan Document. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Code and applicable regulations, as expressed in the Plan Document. An early withdrawal penalty of 10% may apply in some circumstances. Please consult your tax advisor prior to requesting a distribution.
- 3. 414(h) Mandatory Employee Contributions Your employer will specify the amount of these contributions. Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment, to make this contribution. These contributions will not be included in your taxable gross income; however, they do come out of your paycheck. The tax on these contributions will be deferred until benefits are distributed. If allowed in the Plan Document, you may have the right to make a one time irrevocable election to contribute a percentage of compensation to the Plan prior to your Plan entry. Once this election is made, it cannot be modified.

All Plans

- 1. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at nrsforu.com or by calling 1-877-677-3678.
- 2. Generally, you must begin taking distributions from the Plan no later than April 1 following the year you reach age 70½ (or age 72 if born after June 30, 1949). If you continue to work for this employer beyond age 70½ (or age 72 if born after June 30, 1949), generally, your distributions must begin no later than April 1 following the year you separate from service or retire. Please consult the Plan Document for additional information. All distributions are taxable as ordinary income and subject to income tax in the year received. You must take distributions in a manner that satisfies the minimum distribution requirements of Section 401(a)(9) of the Code, which currently requires benefits to be paid at least annually over a period not to extend beyond your life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 50% federal excise tax.

- 3. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Administrative Services Provider shall be responsible for those tax consequences.
- 4. Underlying investment options may be periodically changed or restricted.
- 5. Nationwide will permit participants and beneficiaries to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Contract. Changes may be made by calling 1-877-677-3678 or logging on to nrsforu.com. Options for investments may vary by the source of the money invested.
- 6. If I select an investment option that is closed or unavailable, I agree that the money will be placed into the Plan's default investment option. I agree if I elect a total investment allocation percentage that is less than 100%, the difference will be invested in the Plan's default investment option. If I elect a total investment allocation percentage greater than 100%, I agree that 100% of my contribution will be invested in the Plan's default investment option.
- 7. The Plan may have a fee for Plan Administration and or investment management fees, depending on the mutual funds in which I invest. For more information, please call 1-877-677-3678.
- 8. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further, any benefits payable at my death shall be paid in substantially equal shares to my beneficiaries unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If any of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document. If I participate in both a 457(b) plan and a 401(a) plan administered by Nationwide, I understand my beneficiary designations made on this form will apply to both plans unless I have indicated otherwise.
- 9. I must notify Nationwide of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
- 10. I will receive a statement of my account quarterly.
- 11. All telephone exchange requests will be recorded for the participant's protection.
- 12. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. I understand that any information regarding limitation or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
- 13. If applicable, I understand that no changes will be effective until they are processed by Nationwide.
- 14. The earliest your enrollment or contribution change can start is the first day of the month following your completed request. Please remember, your employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/Pay Center's responsibility to ensure deferrals do not commence too early.

Galliard Stable Value Fund

The interest rate credited to accounts under the Galliard Stable Value Fund changes on a daily basis. Neither the interest rate nor the principal are guaranteed. I understand my elections to exchange (transfer) past contributions from the Galliard Stable Value Fund to any other fixed income option or bond fund option may be restricted.

Consent to Paperless Delivery and Access

By providing your email address here, you are agreeing and consenting to receive and view plan benefit statements, correspondence and confirmations, and other communications electronically. These materials will be provided through an email message notifying you that electronic documents are available online for you to view and print. This replaces all written communication associated with your Retirement Plan(s) serviced by Nationwide and you will no longer receive these documents via U.S. Mail. By providing your consent to paperless delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via U.S. Mail you can do so by contacting Customer Service at 1-877-677-3678 and request paper. You may opt out of paperless delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via U.S. Mail.

Changing your Email Address and Paperless Delivery Preferences

You are able to update your email address or change your Paperless Delivery Preferences anytime either on the web site or via Customer Service.

Your Right to Revoke Consent

You have the right to revoke your consent to receive documents electronically. Your consent shall be effective until you revoke it by changing your delivery preferences via Customer Service or on the website by selecting U.S. Mail delivery.