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Introduction

This is the Summary Plan Description (“SPD”) of the Nationwide Savings Plan (the “Plan”). It summarizes the terms, policies, procedures, and benefits of the Plan and of Nationwide Mutual Insurance Company, its subsidiaries and affiliates (collectively, “Nationwide”). The information in this SPD is based on the Plan in effect as of the date this SPD is posted/published. Unless defined in this SPD, capitalized terms have the same definition as in the Plan document.

Because this SPD is a summary, the Plan’s formal legal plan document, along with Federal laws and formal administrative rules, govern the administration of the Plan and all benefit payments. In case of any error or omission, the actual legal document will prevail. If a conflict between this SPD and the Plan document arises, the Plan document will govern. Copies of the Plan document are available upon request for a nominal charge or may be examined at the office of the Plan Administrator at no charge.

If after reviewing this SPD you have questions concerning the operation of the Plan, please contact Fidelity, the Plan’s recordkeeper, at 1-800-238-4015.

General Description and Summary of the Plan

The Plan is a profit sharing plan qualified under Section 401(a) of the Internal Revenue Code (“IRC”) of 1986, as amended, with a cash or deferred arrangement under Section 401(k) of the IRC. Most Nationwide companies have adopted this Plan. The Nationwide companies that have adopted the Plan are referred to herein as Participating Companies.

The Plan is intended to meet the requirements under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Title 29 of the Code of Federal Regulations Section 2550.404c-1, so that the Plan fiduciaries may be relieved of liability for losses which result from your investment instructions.

The Plan makes long-term savings easy and profitable in a number of ways. There are generally three ways that you can contribute to the Plan: Tax Deferred Employee Contributions, Roth 401(k) Contributions, and After-tax Contributions. The Plan also offers you a matching contribution paid by your Participating Company 50% of the first 7% of your Covered Compensation that you contribute to the Plan through Tax Deferred Employee Contributions or Roth 401(k) Contributions. After-tax contributions are not matched.

Eligibility

If you are an Eligible Associate of a Participating Company, you are eligible to become a Participant in the Plan as soon as administratively feasible following the day you first work for the Participating Company, unless you are an Excluded Employee. If you are rehired by a Participating Company, you are eligible to resume participation immediately upon rehire. If the company for which you work is not a Participating Company, the time you work for that company will count towards your vesting service if you later join a Participating Company.

Eligible Associate

Eligible Associates include Employees and Covered Statutory Employees of Participating Companies.
Employees

Although the term Employees includes most individuals performing service for a Participating Company, the term does not include the following persons:

(1) NADP-NBAP-FADP Agents;
(2) Leased Employees;
(3) Employees who are residents of Puerto Rico;
(4) Excluded Workers;
(5) Any individual: (a) who is in a training program to become a NLICA producer (“trainee”), (b) who first enters into a relationship with NLICA as a trainee, (c) who does not have a career agreement with NLICA, and (d) who is not licensed and appointed by a state insurance commissioner as an insurance agent for NLICA; and
(6) Agency Capital Builder – 1 Agents.

Excluded Workers

Excluded Workers include individuals performing services for a Participating Company who are classified by the Participating Company as:

- Retained to work on a discrete project or creative matter;
- An independent contractor, as evidenced by the Participating Company’s failure to withhold taxes from such individual’s compensation; or,
- A Leased Employee, who is an individual employed by a non-Nationwide company who performs certain services for Nationwide.

Enrollment and Changing Your Deferral Rate

If you are eligible, you can enroll in the Plan immediately following your date of hire. Shortly after your date of hire, the Plan Administrator automatically mails you an enrollment packet. You can enroll through the Plan’s website via the Nationwide Intranet or at www.netbenefits.com/nationwide. Once the Plan Administrator receives your enrollment request, it will take effect as soon as administratively feasible without a retroactive adjustment to your pay.

Initial Enrollment Period for New Hires and Rehires

If you do not enroll yourself when you are hired (or opt out as described below), you will be automatically enrolled in the Plan as soon as administratively possible after your 60th day of employment with Nationwide. This is referred to as the “Initial Enrollment Period.” Upon your automatic enrollment, your contribution rate will be automatically set at 6% of your Covered Compensation and deducted from your paycheck on a pretax basis. The Plan Administrator will invest your Tax Deferred Employee Contributions and Employer Matching Contributions in the target maturity model closest to your 65th birthday until you make a new investment election.

If you prefer not to enroll in the Plan, you must opt out before the end of the Initial Enrollment Period by indicating that you do not wish to participate in automatic enrollment. This can be done

Contributions made as a result of automatic enrollment cannot be refunded.
through the Plan's website which can be accessed via the Nationwide Intranet or at www.netbenefits.com/nationwide, by electing a contribution rate of 0%. During the Initial Enrollment Period, you can also select a contribution percentage that is higher or lower than the automatic 6% and/or elect an investment option.

Auto Enrollment Period

Every year there is an Auto Enrollment Period, and each year you must affirmatively elect to opt out during the Auto Enrollment Period if you prefer not to participate in the Plan. The Auto Enrollment Period begins approximately 30 days before the Common Effective Date (which is generally the date determined by Nationwide for merit and other pay increases), and ends on the Common Effective Date. If you have previously elected a contribution rate of 0%, the Plan Administrator will automatically enroll you in the Plan effective as of the payday of the pay period that includes the Common Effective Date. Your contribution rate will be automatically set at 1% of your Covered Compensation and deducted from your paycheck on a pretax basis. Unless you have a valid Investment Election on file, the Plan Administrator will invest your Tax Deferred Employee Contributions and Employer Matching Contributions in the target maturity model closest to your 65th birthday.

If you prefer not to participate in the Plan, or if you wish to participate at a higher or lower contribution rate, you must indicate your election during the Auto Enrollment Period through the Plan’s website which can be accessed via the Nationwide Intranet or at www.netbenefits.com/nationwide. Note that you must select a contribution rate of 0% via the Plan’s website if you want to opt out of, or discontinue participating in, the Plan.

You will be subject to the Plan's automatic enrollment provisions during both your Initial Enrollment Period and the annual Auto Enrollment Period. If you do not want to participate in the Plan, this means that you must affirmatively opt out of participation during your Initial Enrollment Period and then, again, on an annual basis during each subsequent Auto Enrollment Period enrollment provisions during both your Initial Enrollment Period and the annual Auto Enrollment Period. If you do not want to participate in the Plan, this means that you must affirmatively opt out of participation during your Initial Enrollment Period and then, again, on an annual basis during each subsequent Auto Enrollment Period.

Easy Enroll

As the name states, the Plan Administrator intends Easy Enroll to make enrollment easy. With just one click, you can elect your contribution rate and make your investment election. When you click the Easy Enroll button, the Plan Administrator will enroll you to make Tax Deferred Employee Contributions at a rate of either 6%, 8% or 10% (depending on your election) and your Tax Deferred Employee Contributions and Employer Matching Contributions related thereto will be invested in the Guaranteed Fund. You can change the rate or type of your contributions, or your investment election(s), at any time.

Automatic Increase

If you are not contributing to the Plan, or if you are contributing less than 12% of your Covered Compensation via Tax Deferred Employee Contributions and/or Roth 401(k) Contributions, your contribution rate will be increased automatically by 1% at the end of each annual Auto Enrollment Period. If you currently make only Roth 401(k) Contributions, the Plan Administrator will automatically increase your Roth 401(k) Contributions. If your contributions are split between Tax Deferred Employee Contributions and Roth 401(k) Contributions, and you are contributing less
than 12% combined, the Plan Administrator will apply the 1% increase to your Tax Deferred Employee Contribution rate.

If you prefer not to have your contribution rate increased during the Auto Enrollment Period, you must indicate that you do not wish to participate within the Auto Enrollment Period either via the Plan’s website at www.netbenefits.com/nationwide, or by calling Fidelity at 1-800-238-4015.

**Easy Increase**

This is a convenient way to automatically maximize your savings over time. It involves an advance commitment to automatically increase Tax Deferred Employee Contributions and/or Roth 401(k) Contributions to the Plan in the future. You select the amount of increase (1%, 2%, or 3%) and the effective date of the increase. If you sign up, your savings in the Plan will automatically increase each year at the specified time. Your Easy Increase election continues until you decide to stop or until you have reached the maximum contribution allowed by the Plan. You may enroll in Easy Increase any time of the year.

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If you sign up for Easy Increase and the effective date of the increase is NOT during the Auto Enrollment Period, both the Automatic Increase and Easy Increase will be effective.

**Example:** if you elect to contribute 8% of your Covered Compensation to the Plan via Tax Deferred Employee Contributions with a 2% Easy Increase effective in July, then your 8% contribution rate will increase to 9% due to Automatic Increase, and then will increase again from 9% to 11% in July as a result of Easy Increase.

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**Administrative Fees**

You are charged a quarterly account fee to maintain your Plan account. This fee, and other fees you may be charged under the Plan, are set forth in Appendix A.

**Your Contributions**

**“Regular” Tax Deferred Employee Contributions**

You can contribute on a pre-tax basis. The Plan refers to these contributions as Tax Deferred Employee Contributions. Tax Deferred Employee Contributions are eligible for Employer Matching Contributions.

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**Features of Tax Deferred Employee Contributions:**

- Made on a pre-tax basis
- No taxation on contributions or earnings until withdrawn
- Withdrawal of account restricted
- Eligible for Employer Matching Contributions, and subject to IRS limits
Roth 401(k) Employee Contributions

You can contribute on an after-tax basis and designate these contributions as Roth 401(k) Contributions. Roth 401(k) Contributions are eligible for Employer Matching Contributions.

**Features of Roth 401(k) Contributions:**
- Made on an after-tax basis
- No taxation on earnings until withdrawn (and no taxation on earnings at all if the withdrawal is considered “qualified” under IRS guidelines)
- Withdrawal of account restricted
- Eligible for Employer Matching Contributions, and subject to IRS limits

“Catch-up” Employee Contributions for Participants age 50 or over

If you are age 50 (or will reach age 50 by December 31) or older, you are permitted to make “catch-up” contributions during the calendar year (“Catch-up Contributions”). Catch-up Contributions can be made as Tax Deferred Employee Contributions or Roth 401(k) Contributions. Catch-up Contributions are intended to provide older employees the opportunity to “catch-up” on Tax Deferred and/ or Roth 401(k) Contributions that may not have been made in prior years. Before you can make Catch-up Contributions, you must defer enough “regular” contributions to meet the maximum permissible annual deferral limit ($18,500 for 2018). To make Catch-up Contributions, you are required to make a second, separate election. The maximum Catch-up Contribution is $6,000 for 2018.

For Non-Highly Compensated Employees, unless reclassified as “regular” Taxed Deferred Employee Contributions or Roth 401(k) Contributions, Catch-up Contributions are not eligible for Employer Matching Contributions. For Highly Compensated Employees, Catch-up Contributions will not be eligible for Employer Matching Contributions, even if the Plan Administrator later reclassifies the contributions as “regular” Taxed Deferred Employee Contributions or Roth 401(k) Contributions.

After-Tax Contributions

The Plan permits Non-Highly Compensated Employees to make after-tax contributions to the Plan. These after-tax contributions are not eligible for Employer Matching Contributions. Since you have already paid income taxes on this money, you will not have to pay taxes or tax penalties when you receive this money in the future. You will, however, have to pay taxes on the earnings at the time they are distributed. In addition, you may have after-tax contributions in the Plan if you were a participant in a plan that allowed after-tax contributions and the after-tax contributions (and earnings) were transferred to the Plan as part of a merger or acquisition.

**Features of After Tax Contributions:**
- Made on an after-tax basis
- No taxation on earnings until withdrawn
- Withdrawal of account not restricted
- Not eligible for Employer Matching Contributions, and not subject to IRS limits.
Annual Contribution Limits

The Internal Revenue Service (“IRS”) sets an annual maximum dollar limit that an individual can defer under the regular Tax Deferred Employee Contributions and Roth 401(k) Contributions. For 2018, the combined limit is $18,500 (or $24,500 if eligible for Catch-up Contributions). If you are affected by the annual limit, your contributions will be automatically adjusted.

The Plan limits your total contributions to 80% of your Covered Compensation. Any contributions you make in excess of the Plan’s 80% limit will be returned to you.

Payroll Deduction Priority

Participating Companies have established customary rules for priority of all deductions to be made from your wages, including any contributions required for health and welfare benefits you elect. With respect to the Plan, the order of priority is: (1) loan payments, (2) Tax Deferred Employee Contributions, (3) Roth 401(k) Contributions, and (4) After-tax Contributions. If after application of these rules your wages for any pay period are insufficient to generate the full amount deduction, no contributions will be effected for you on that payday.

Effect of Tax Deferred Employee Contributions on Your Other Benefits

Making Tax Deferred Employee Contributions to your account reduces your taxable income, but it does not affect your other benefits that are based on your salary or your Covered Compensation. For example, if you have group life insurance coverage, your coverage amount will be based on your Covered Compensation without regard to contributions made to the Plan.

Discrimination Rules

Federal law limits the amount some Associates may contribute to this Plan. Specifically, if higher paid Associates use the Plan at a greater rate than lower paid Associates, the law restricts the amount the higher paid Associates can contribute. The Plan Administrator will notify you if you are affected.

Rollovers into the Plan

If you participated in a tax-qualified plan with a former employer or contributed to an individual retirement account (“IRA”), you may be able to transfer or “rollover” (with Plan Administrator approval) taxable and non-taxable monies from that plan or IRA once you are eligible to participate in the Plan. You retain this opportunity to rollover funds into this Plan so long as you are eligible to participate in the Plan or have an account balance thereunder. Call Fidelity at 1-800-238-4015 if you have questions about this process or would like to make a rollover to the Plan.

In-Plan Roth 401(k) Conversions

To the extent that you are permitted to take a withdrawal (see Withdrawals While an Active Employee Section), you may convert any pre-tax account into an “after-tax” Roth 401(k) Contributions Account. For example, if you are eligible to take a withdrawal after reaching age 59 ½, you may convert both your Employer Matching Contribution Account and your Tax Deferred Employee Contribution Account into an after-tax Roth 401(k) Contributions Account. Call Fidelity at 1-800-238-4015 if you have questions about this process or would like to make an in-Plan rollover.
Employer Matching Contributions

Your Participating Company makes a matching contribution to your account at each payday of 50% of the first 7% of your Covered Compensation you contribute as Tax Deferred Employee Contributions or as Roth 401(k) Contributions. The Plan refers to these as Employer Matching Contributions. The Plan refers to the balance of your Employer Matching Contributions plus the earnings on those contributions as your Employer Matching Contribution Account.

After-tax Contributions are not eligible for Employer Matching Contributions, and Catch-Up Contributions are only eligible for Employer Matching Contributions in very limited circumstances.

How Employer Matching Contributions Work

Example: If your Covered Compensation is $40,000 and you defer 7% to your Plan Account, your Participating Company will contribute $1,400 ($40,000 x 7% = $2,800; 50% of $2,800 = $1,400).

Please note: You do not have to contribute each pay period in order to receive the maximum amount of Employer Matching Contributions.

Covered Compensation

Your Covered Compensation is a factor in determining both your contributions to the Plan and the amount of Employer Matching Contributions you may be entitled to receive, and consists of your compensation reported on W-2 form for federal income tax purposes for the calendar year, adjusted to:

1. Subtract the following amounts:
   - Retention bonuses;
   - Payments after termination of active employment, such as severance pay, payment for unused vacation, etc.;
   - Payments to offset taxes, if any;
   - Payments for certain relocation expenses;
   - Income imputed to you due to the provision of health or other benefits to your household members, dependents or domestic partners;
   - Subsidy or reimbursement you receive for loss of a company car;
   - Imputed income, executive perquisites and benefits paid under any long-term performance plan or long term equity plan;
   - Any payment of deferred compensation made prior to Severance Date;
   - Expense reimbursements or expense allowances;
   - Gross up payments, including the related compensation payment; and
   - Compensation earned following the date a Participant’s employment status changes from eligible to ineligible and during the period he is employed in an ineligible status; and

2. Add back in the amounts which you:
   - Deferred on a pre-tax basis to the Plan;
• Contributed pre-tax to a medical, dental, or similar benefit plan maintained by Nationwide; or
• Contributed pre-tax to a health savings account or a health care or dependent care flexible spending account maintained by Nationwide.

Investing Your Account

You decide how to invest your existing Plan account balance (an “Exchange” or “Reallocation”) and all future contributions to your Plan account (an “Investment Election”). An Exchange is a one-time election that allows you to transfer all or a portion of your account balance from one investment fund to another. A Reallocation is a one-time election that allows you to make multiple changes amongst your existing investments. Your Investment Election governs how all monies coming into the Plan are invested, including your contributions, Employer Matching Contributions, loan repayments, and rollovers. As a result, you can elect to invest your existing account balance under the Plan differently than your future contributions to the Plan.

What is the difference between an Exchange, a Reallocation and an Investment Election?

- **Exchange:** a one-time election that allows you to move an existing investment from one investment fund to another – the transfer does not affect how future contributions are allocated.
- **Reallocation:** a one-time election that allows you to make multiple changes amongst your existing investments – the transfer does not affect how future contributions are allocated.
- **Investment Election:** an election that governs how all monies coming into the Plan (e.g. Tax Deferred Employee Contributions, Employer Matching Contributions, or rollovers) are invested.

Whether making an Exchange, a Reallocation or an Investment Election, you may select any combination of funds using whole percentages. Your total allocation to all funds must equal 100%. When you first begin to contribute to the Plan, you must make an Investment Election. That election will remain in effect until you change it. If you do not make an Investment Election when you first begin to contribute (for example, if you are automatically enrolled in the Plan), your Investment Election will default to the target maturity model closest to your 65th birthday.

You may exchange your investments through an Exchange or Reallocation, or change your Investment Election, by either calling Fidelity at 1-800-238-4015, or by accessing the Plan’s website via the Nationwide Intranet or at www.netbenefits.com/nationwide. If your request is confirmed by 3:59 p.m. Eastern Time (“ET”), or if earlier, market close, on a business day when Nationwide and the New York Stock Exchange (“NYSE”) is open for business, then your request will be processed on that same business day - based on the fund values at market close on that day. Requests received on or after 4 p.m., or market close, if earlier, or on any business day when the NYSE is not open will be processed the next following business day that the market is open. You may initiate an Exchange or Reallocation, or change your Investment Election, at any time.
The Plan is intended to be the type of plan described in Section 404(c) of ERISA. Plan fiduciaries (Plan Sponsor, Plan Administrator and Trustee(s)) are not liable for any losses that result from investment instructions you or your beneficiary submitted to the Plan.

Individual Investment Funds
To ensure you have sufficient investment flexibility to choose the fund or combination of funds that best meet your personal needs and goals, the Plan provides a number of investment funds in many different investment risk categories. The decision to invest more conservatively or aggressively is always yours to make. You choose the funds in which you invest your assets. You can access the individual fund profiles for each investment option on the Plan’s website, which can be accessed via the Nationwide Intranet or at www.netbenefits.com/nationwide, or by calling Fidelity at 1-800-238-4015.

Target Maturity Models
In addition to constructing your own allocation strategy, you may select one of a variety of preset allocation strategies referred to as “target maturity models.” These models reflect investment strategies based on principles of broad diversification, balancing risk and return, and investment time horizons. The target maturity investment models are designed in 5-year increments. The target maturity investment models use all or most of the investment choices already available in the Plan.

These models may make investing in the Plan easier – and may help reduce concerns you may have about selecting any one particular fund. And, even if you want to do your own fund selection today, the models may meet your needs some time in the future.

If you elect to use a target maturity model, then your entire Plan account (including both your current account balance and your future Plan contributions) will be invested in such model. Your investment needs will likely change as your account grows and your investment time horizon changes. Frequent re-evaluations of your investment strategy, like an annual checkup, are probably a good idea. Visit the Plan’s website for information on risk allocation and diversification, and other key components of investment strategy.

Please note: Automatic rebalance is a mandatory feature of the target maturity model if elected as your Future Funds Investment Election. As a result, your entire account under the Plan will be automatically rebalanced on a quarterly basis if it is invested in a target maturity model.

Self-Directed Brokerage Account
In addition to the individual investment funds and target maturity models selected for the Plan, the Plan also offers you the option of opening a self-directed brokerage account (“SDBA”) to invest a portion of your account under the Plan. Although there are thousands of no-load, no-transaction fee mutual funds, there may be expenses related to individual transactions made through the SDBA (please see Appendix A).
The minimum initial investment required to open a SDBA is $2,500. No more than 95% of your Plan account balance may be invested under the SDBA.

How Your Investments Work

The Plan Administrator calculates the value of your account at the end of each day that the NYSE is open, the effects of any transactions you and other Participants have submitted, then restates all accounts to reflect the investment gains and losses and transactional activity. Generally, updated account information is available by 8:00 a.m. ET each day.

Because the investment funds, except for the Guaranteed Fund, depend on market performance, your investment selection will affect your Plan account balance. Market value losses can make your account worth less than the contributions. On the other hand, market value gains can increase the value of your account.

As mentioned, the Guaranteed Fund guarantees principal and earnings. Nationwide Life Insurance Company guarantees the Participant balances in the Guaranteed Fund. The guarantee is based upon the credit risk of Nationwide Life Insurance Company. Balances are not FDIC-insured and are not guaranteed by any federal or state agency. The fluctuations of the stock or bond markets will have no effect on any assets you have in this fund, however, the rate of return may change each calendar quarter.

Automatic Rebalancing of Investments

If your Plan account is invested in a target maturity model, your investments will be automatically rebalanced on a quarterly basis without any action required on your part. Note that automatic rebalancing cannot be turned off if your Plan account is invested in a target maturity model.

If your Plan account is not invested in a target maturity model, you may elect to have your investments automatically rebalanced on either a quarterly, semi-annual or annual basis, or you may choose to not have automatic rebalancing apply to your Plan account.

If automatic rebalancing applies to your Plan account, it will apply based on your Investment Election, not your most recent Exchange or Reallocation.

Rebalancing is based on your Investment Election, not your most recent Exchange or Reallocation. You cannot turn off the automatic rebalancing feature if you elect a target maturity model as your Investment Election.
Investments following Automatic Enrollment

If you are automatically enrolled in the Plan and do not make an Investment Election, how your Plan account is invested will depend on whether you had an existing balance in your Plan account and/or an existing Investment Election on file on the date you are automatically enrolled.

If, upon the date you are automatically enrolled, you have no Plan account or no existing balance in your Plan account, then your Plan account will be invested in the target maturity model closest to your 65th birthday.

If, upon the date you are automatically enrolled, you have an existing balance in your Plan account but no Investment Election on file, then your Plan account will be invested in the Guaranteed Fund.

If, upon the date you are automatically enrolled, you have both an existing balance in your Plan account and an Investment Election on file, then your Plan account will be invested pursuant to your existing Investment Election.

Investment Related Fees

You pay no brokers’ fees (except as related to the SDBA described above) or commissions other than the charges described in the individual fund profiles and/or Appendix A – Administrative Fees. The return on each investment is net of any asset management fee.

Vesting

In General

Vesting means “ownership.” To “vest” is to “own.” The vested portion of your Plan account is the portion you would receive from the Plan after your employment ends. Vesting generally only applies to your Employer Matching Contributions.

An active Participant becomes 100% vested upon their death, attainment of Normal Retirement Age, or if actively employed on or after April 1st of the calendar year following the year you reach age 70-½.

You are always 100% vested in your Taxed Deferred Contributions Account, Roth 401(k) Contributions Account, After-tax Employee Contributions Account, and Rollover Contributions Account.

Service for Purposes of Vesting Schedules

The Plan Administrator determines your vested percentage in your Employer Matching Contribution Account based on the number of Months of Vesting Service you have been credited. You receive one Month of Vesting Service for the month in which you were hired and on the first of each month after your date of hire.
Recrating of Service Upon Rehire

If you are rehired before the first anniversary of your Termination of Employment, the Months of Vesting Service you earned before you terminated will be immediately recredited on your date of rehire. In addition, on your date of rehire, you will receive credit for vesting purposes for the months between your termination and rehire dates.

For example, if you were hired on October 21, 2013, you will be credited with 12 Months of Vesting Service on September 1, 2014.

If you were fully or partially vested in your Plan account, or made any Tax Deferred Employee Contributions or Roth 401(k) Contributions before your Termination of Employment, then immediately upon your rehire, you will be recredited with any Months of Vesting and Participation Service you earned before your Termination of Employment.

If you are rehired more than one year but less than 5 years after your Termination of Employment and you were not fully or partially vested in your Plan account, nor made any Tax Deferred Employee Contributions or Roth 401(k) Contributions before your Termination of Employment, then your months of Vesting and Participation Service you earned prior to you Termination of Employment will be held back upon your rehire but will be recredited to you once you complete 12 additional Months of Vesting Service following your rehire date.

If you are rehired more than 5 years after your Termination of Employment and you were not fully or partially vested in your Plan account, nor made any Tax Deferred Employee Contributions or Roth 401(k) Contributions before your Termination of Employment, you will be treated as a new hire without credit for any prior service.

### Vesting Schedule

<table>
<thead>
<tr>
<th>Months of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-11 months</td>
<td>0%</td>
</tr>
<tr>
<td>12-23 months</td>
<td>20%</td>
</tr>
<tr>
<td>24-35 months</td>
<td>40%</td>
</tr>
<tr>
<td>36-47 months</td>
<td>60%</td>
</tr>
<tr>
<td>48-59 months</td>
<td>80%</td>
</tr>
<tr>
<td>60+ months</td>
<td>100%</td>
</tr>
</tbody>
</table>

Treatment While Disabled

If you become disabled while you are otherwise an active Participant and you receive Social Security disability benefits, you become 100% vested in your Employer Matching Contributions Account, and you become eligible to withdraw all or a portion of your Plan account. If you do not receive Social Security disability, you will become eligible to withdraw all or a portion of your Plan account when you are deemed to have incurred a Termination of Employment.

Loans From Your Account
In General

A Plan loan allows you to borrow funds from your Plan account and repay the principal and interest directly to your own account, not to Nationwide or to a bank. You do not need a reason to borrow this money. But remember that if you take a loan, your money will no longer be invested in one or more of the various investment choices offered in the Plan.

Whatever your loan needs may be - a home, education, new car, vacation, bill consolidation, etc., - the Plan loan program can help. For more information on the loan program, log onto the Plan’s website via the Nationwide Intranet or at www.netbenefits.com/nationwide, or call Fidelity at 1-800-238-4015.

The Plan also permits Participants who are no longer employed by a Participating Company to take a loan from their Plan account. Please log onto the Plan’s website at www.netbenefits.com/nationwide, or calling Fidelity at the above referenced number to determine your eligibility to take a Plan loan.

Loan Guidelines

Once you have at least $2,000 of vested assets in your Plan account, you may be eligible to take out a loan for up to 50% of your vested account balance under the Plan - without paying taxes or penalties. Loan repayments you make, including principal and interest, go directly back into your account. In other words, you borrow money from yourself to meet a current need, and then you pay yourself back the principal, plus interest, to rebuild your Plan account for future needs.

Obtaining cash in the form of a loan allows you to avoid paying taxes and penalties that you would be liable for if you were withdrawing your money instead of borrowing it.

Types of Loans

The Plan provides the following types of loans:

a) Principal Residence Loan – A “principal residence loan” must be used to purchase your primary residence. You cannot use this loan to construct, reconstruct, refinance or substantially rehabilitate a home. Maximum term of a principal residence loan is 15 years.

b) General Loan – A "general loan" can be used for any purpose, and is essentially any loan from the Plan which is not a principal residence loan. The maximum term of a General Loan is 5 years.

Securing Your Loan

Your loan will be secured by your Plan account.
The following rules apply to all Plan loans:

- You may have up to two loans outstanding at any one time.
- The approval or denial of your loan application will be based, for the most part, on your vested account balance under the Plan.
- You may take a withdrawal from your Plan account while you have a loan outstanding, provided the funds you wish to withdraw are not needed to secure your loan and you otherwise qualify for a withdrawal.
- The minimum loan amount is $1,000.

Maximum Loan Amounts

The maximum amount you can borrow, whether using one or two loans, is the lesser of the following:

a) $50,000 minus the amount of your highest balance of all outstanding loans from the Plan during the past 12 months in excess of your outstanding balance of loans from the Plan on the date on which the loan is made; or

b) Fifty percent of your vested account balance under the Plan, less the outstanding balance of any other loans made under the Plan.

The highest outstanding loan provision will apply even if you pay off one loan and immediately apply for another. Your vested account balance under the Plan includes all Plan account sources, including your Employer Matching Contributions Account, Tax Deferred Employee Contributions Account, Roth 401(k) Contributions Account, and Rollover Contributions Account.

Please note that the administrative fees applicable to loans are set forth in Appendix A.

Where Your Loan Money Comes From

When you take a loan from your Plan account, the loan amount is transferred out of your current investments and a check is sent to you.

For each loan, you can specify the order in which your money is borrowed from your Plan account sources. If you do not provide any direction with respect to the source of the loan, assets will be borrowed from your Plan account sources in the following order:

- Tax Deferred Employee Contributions Account
- QNEC Account
- QMAC Account
- Rollover Contributions Account
- Employer Matching Contributions Account
- Employer Discretionary Contributions Account
- Provident Demutualization Account
- Provident Profit Sharing Account
- THI Profit Sharing Account
• After-Tax Employee Contributions Account, and
• Roth 401(k) Contributions Account.

If your account is invested in more than one investment fund, the money will be taken on a pro rata basis from each fund within the previous listed sources, in the order shown. As you repay a loan, your payments are invested based on your current investment allocation on a pro-rata basis with respect to the Plan account sources from which assets were borrowed.

**NOTE:** Neither taking a loan nor repaying a loan will affect your regular Plan contributions.

If you have a Fidelity SDBA, you may need to first transfer sufficient funds from the SDBA into the standard investment options offered under the Plan before you can take the maximum loan amount available under the Plan.

**Interest on the Loan**

Federal tax regulations require that the Plan Administrator establish reasonable rates of interest for the Plan loan program, and the interest rate will be disclosed to any loan applicant. For loans that commence after October 1, 2014, the Plan uses a fixed rate of interest for each loan equal to the applicable Prime Rate plus 1%. Interest on an outstanding loan balance is calculated using the “simple interest” method.

**Loan Repayment Schedule**

Unless you terminate employment with all Participating Companies or you are on an unpaid leave of absence, you generally must repay your loan through payroll deductions.

You cannot extend the term of a loan but you can pay it off early – either in whole or in part. You will be permitted to take a new loan 14 days following the date you repay an existing loan, as long as the new loan meets all applicable loan requirements.

You have several options regarding your loan upon your Termination of Employment with all Participating Companies. You can:

(a) make monthly payments via Automated Clearing House from your personal checking or savings account;
(b) repay the outstanding loan in a single payment; or
(c) elect to receive the remainder of your account as a distribution.

You should consult your financial/tax advisor before making a decision as income taxes (and associated penalties) generally apply when loans are not repaid.

**Maximum Repayment Period:**

- Principal Residence Loans – 15 years
- General Loans – 5 years
If You Miss a Loan Payment

Because loans from your Plan account are not taxable events, there are severe tax penalties for defaulting on your loan. A default is defined as a failure to correct a missed scheduled loan payment before the end of the calendar quarter following the calendar quarter in which the payment was due. If your loan defaults, certain Federal tax regulations apply. Those regulations require that if you default on your loan repayment, your loan will be treated as a distribution to you. As a result, the unpaid portion of your loan amount will be subject to Federal, State and penalty taxes (if applicable) and, at termination, your Plan account will be reduced by the unpaid loan amount.

If you default on a loan, you will be prohibited from taking any Plan loans in the future.

Withdrawals While Actively Employed

In General

Although the Plan is designed to help you save for your future, you may be able to withdraw part or all of your Plan account under certain circumstances. If you do make a withdrawal, you can continue contributing and you will remain eligible to receive Employer Matching Contributions from your Participating Company. Withdrawals are generally subject to Federal and State income taxation and you should always consult your financial/tax advisor before making a withdrawal from your account.

The minimum in-service withdrawal is the lesser of $1,000 or your vested account balance under the Plan, if less.

Please note that there is generally no fee associated with taking distributions from the Plan.

See Appendix A for a list of administrative fees applicable to the Plan.

Withdrawal of After-tax Employee Contributions Account

Once you have been credited with 60 Months of Vesting Service, you can withdraw all or a portion of your After-Tax Employee Contributions Account.

Withdrawal of Account Value at Age 59½

If you are an active Participant who has reached age 59½ and you have at least 60 Months of Vesting Service, you may choose to take a withdrawal of all, or any portion of, your Plan account at any time. You may also choose to withdraw from your Roth 401(k) Contribution Account only.
Withdrawal of Provident Profit Sharing Account, Provident Demutualization Account, THI Profit Sharing Account, and Employer Matching Contribution Account

Once you have completed 60 Months of Vesting Service, you can withdraw from your Provident Profit Sharing Account, Provident Demutualization Account, THI Profit Sharing Account, and/or Employer Matching Contribution Account.

| Hardship Withdrawals. The Plan does not provide for hardship withdrawals based on financial need. |

Withdrawal of Rollover Contribution Account

If you made a rollover contribution into the Plan, you are always eligible to withdraw the money you rolled in and any earnings attributable to that money.

Where Your Withdrawal Comes From

For withdrawals covering multiple account sources (e.g., Withdrawals of Account Value at Age 59½), you can specify the order in which withdrawals will be taken from your Plan account sources. If you do not provide any direction with respect to the source of the withdrawals, assets will be deducted from your Plan account sources in the following order:

- After-Tax Employee Contributions Account,
- Provident Profit Sharing Account,
- Provident Demutualization Account,
- Employer Discretionary Contributions Account,
- Employer Matching Contributions Account,
- Rollover Contributions Account,
- Tax Deferred Employee Contributions Account,
- QNEC Account,
- QMAC Account,
- Roth 401(k) Contributions Account, and
- THI Profit Sharing Account.

All withdrawals will be made pro rata from each investment fund. You are not permitted to specify particular investment funds from which your withdrawal is taken. You do, however, have the ability to reallocate your Plan account after a withdrawal if you believe it to be necessary to ensure your allocation of assets under the Plan is consistent with your investment objectives.

Taxes and Finances

Taxes will be withheld as required by law. Because distributions are taxable events you should consult a tax advisor and/or financial advisor before electing a distribution from the Plan. A 10% tax penalty generally applies to taxable distributions made prior to age 59½ unless you rollover the distributed amounts to an IRA or another tax-qualified plan, but you generally do not have to pay the 10% Federal penalty tax on withdrawals you receive after you reach age 59½.
You may request that your distributions be direct-deposited through Electronic Funds Transfer ("EFT") or sent to you in the form of a check. If you were born in 1935 or earlier, a total withdrawal of your account after age 59½ may qualify for special tax treatment. You can use this special tax treatment only once, however. Once you use it, any subsequent distributions would be subject to ordinary income taxes upon withdrawal (again, unless you elect to rollover assets to an IRA or another tax-qualified plan).

**Distribution after Termination of Employment**

After Termination of Employment, you may choose to leave your vested account balance in the Plan (if your vested account balance exceeds $1,000), take a distribution of any or all of your vested account balance at any time, or elect periodic or installment payments. The minimum distribution amount is the lesser of $1,000 or your vested account balance under the Plan.

**Mandatory Cash-out**

If your vested account balance under the Plan (including any loan balance) is $1,000 or less upon your Termination of Employment, you will not be allowed to leave your money in the Plan and your vested account balance will be automatically paid to you in a single lump sum payment.

**Single Lump Sum Payment**

At any time after Termination of Employment, you may choose to withdraw your entire vested account balance under the Plan.

**Installment Payments**

After Termination of Employment, you may elect to receive a fixed monthly installment payout from your Plan account. You may choose the amount of your monthly payment, but the minimum payment is $200 per month ($50 per month, for certain Participants formerly employed by Employers Insurance of Wausau). You may elect to begin receiving monthly payments at any time following Termination of Employment. You may also generally change your payout amount or frequency at any time. You can request the required form by contacting Fidelity at 1-800-238-4015 or by logging onto the Plan’s website at www.netbenefits.com/nationwide. The undistributed balance of your Plan account remains in the investment funds of your choice. You are able to elect the day of the month that your installment payments will be made from the Plan.

**Minimum Required Distributions**

In general, you must begin to take a distribution from your Plan account starting no later than the April 1st following the end of the calendar year in which you experience a Termination of Employment or you reach age 70½, whichever is later. The benefit payment requirement has historically been referred to as a Minimum Required Distribution, or MRD.

MRDs are generally calculated using the single life table where such calculation assumes a beneficiary who is 10 years younger than you.

If you are scheduled to receive MRDs, your MRD amount will be calculated on an annual basis. The calculated MRD will then be reduced by any payments you or your beneficiaries received before the date of the MRD calculation.
These rules make the distributions easier to administer and provide some degree of flexibility for Participants who desire to maintain assets within the Plan following their Termination of Employment.

Where Your Distributions Come From

If you do not request distribution of your entire vested account balance, you will receive installment payments and you can specify the order in which the distributions will be taken from your Plan account sources. If you do not provide any direction regarding the source of your distributions, funds will be distributed from your Plan account sources in the following order:

- After-Tax Employee Contribution Account
- Provident Profit Sharing Account
- Provident Demutualization Account
- Employer Discretionary Contributions Account
- Employer Matching Contribution Account
- Rollover Contributions Account
- Tax Deferred Employee Contributions Account
- QNEC Account
- QMAC Account
- Roth 401(k) Contributions Account, and
- THI Profit Sharing Account.

All distributions will be made pro rata from each investment fund. You are not permitted to specify particular investment funds from which your distribution is taken. You do, however, have the ability to reallocate your Plan account after receiving a distribution if you believe it to be necessary in order to ensure your allocation of assets under the Plan is consistent with your investment objectives.

Taxes and Finances

Taxes will be withheld as required by law.

Because distributions are taxable events you should consult a tax advisor and/or financial advisor before electing a distribution from the Plan. A 10% tax penalty generally applies to taxable distributions made prior to age 59½ unless you rollover the distribution to an IRA or another tax-qualified plan, but you generally do not have to pay the 10% federal penalty tax on distributions you receive after you reach age 59½ (or on distributions you receive following a Termination of Employment that occurs after you reach age 55).

You may request that your distributions be direct-deposited through EFT or sent to you in the form of a check.

If you were born in 1935 or earlier, a total withdrawal of your account after age 59½ may qualify for special tax treatment. You can use this special tax treatment only once, however. Once you use it, any subsequent distributions would be subject to ordinary income taxes upon withdrawal (again, unless you elect to rollover assets to an IRA or another tax-qualified plan).

Death Benefits

If your vested account balance under the Plan is $1,000 or less at the time of your death, all assets will be distributed to your designated beneficiary as soon as administratively practicable thereafter.
If your vested account balance under the Plan is more than $1,000 at the time of your death, the rules vary depending on whether your beneficiary is your surviving spouse. If your beneficiary is your surviving spouse, your surviving spouse will have most of the same rights you would have had to maintain your Plan account (including the right to directly rollover funds to an IRA, the right to make investment elections, etc.). Any time after your death but not later than the date you would have reached age 70½, your surviving spouse may either elect partial payments, a single lump sum payment, or installment payments (see the Distributions after Termination of Employment Section).

A non-spouse beneficiary can leave assets in the Plan until December 31st of the calendar year that includes the fifth anniversary of your death. A non-spouse beneficiary has the right to make a trust-to-trust rollover of the funds into an “inherited” IRA.

If you don’t have a surviving spouse or a properly designated beneficiary at the time of your death, the vested balance of your Plan Account will be paid to your estate. If you do not have an estate, the vested balance of your Plan Account will be paid to, and split equally amongst, your surviving children. If you have no surviving children, the vested balance of your Plan account will be paid to, and split equally amongst, your surviving parents, if any. If you have no surviving parents, the vested balance of your Plan account will be paid to, and split equally amongst, your surviving siblings, if any. If none of the preceding relatives are alive at the time of your death, the vested balance of your Plan account will be paid pursuant to the local intestacy laws of the state of your residence on the date of your death.

Claims Procedure

How to File a Claim for Benefits

Under the Plan, a claim for benefits is more than just an inquiry about benefits or a basic request for benefits under normal administrative procedures (e.g., requesting a Plan loan). A claim for benefits is a written request to the Plan Administrator requesting the Plan Administrator to review the results of the normal administrative process. For example, a claim can be submitted if you or a beneficiary believes a payment to be incorrect or your request for Plan benefits is denied.

If you submit a written claim for benefits, the Plan Administrator will conduct a full and fair review of your appeal and notify you of the decision within 90 days (180 days if special circumstances apply). That decision will be in writing, and will include the specific reasons for the decision along with references to the Plan provisions on which the decision was based. You or your representative will have the opportunity to review documents pertinent to the claim and to submit issues and comments in writing.

How to Appeal an Adverse Claim Decision

If your claim for benefits under the Plan is denied, in whole or in part, you have a right to appeal that denial by submitting a written application to the Plan Administrator within 60 days after your claim has been denied. The Plan Administrator will conduct a full and fair review of your appeal and notify you of the decision within 60 days (120 days if special circumstances apply). That decision will be in writing, and will include the specific reasons for the decision along with references to the Plan provisions on which the decision was based. You or your representative will have the opportunity to review documents pertinent to the claim and to submit issues and comments in writing.
Should you receive an adverse claim decision after exhausting your appeal rights, you have the right to bring a civil action under Section 502 of ERISA.

**Limitations Period to Commence Legal Action**

All current and former Participants, or their beneficiaries, heirs or legal representatives shall have one year from the date of an adverse appeals decision to commence legal action related to such decision. The Plan Administrator, in its sole discretion, may waive this requirement if the current or former Participant, or his or her beneficiary(ies), heir(s), or legal representative(s), as applicable, provides adequate proof, within a reasonable period of time following expiration of the one-year limitation, setting forth the specific reasons why the requirement could not be met. Any such legal action must be filed in the United States District Court, Southern District of Ohio, Eastern Division.

**ERISA Rights**

ERISA entitles you to certain rights. For example, you have the right to examine all documents governing the Plan, including a copy of the latest annual report with respect to the Plan (Form 5500 Series) submitted to the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. You may examine these materials at no charge or, upon written request, you can receive your own copies of the documents for a reasonable cost.

The Plan Administrator is also required by law to furnish each Participant with a copy of this summary annual report with respect to the Plan.

You are entitled to receive a statement of your benefit amount and the date you would be entitled to receive a benefit if you stopped working now. This statement must be requested in writing and is not required to be given more than once every 12 months. This statement will be provided free of charge.

ERISA also requires the people responsible for operating your plan, called “fiduciaries” of the Plan, to do so in your and other Participants’ best interest. You may not be fired or discriminated against in order to keep you from receiving Plan benefits or exercising your rights under ERISA.

If your application for benefits under the Plan is denied (in whole or in part), the Plan Administrator must send you a written explanation of the denial. You may then ask the Plan Administrator to review and reconsider your claim.

If you feel you are being discriminated against for asserting your rights under the Plan, are being denied benefits, or that Plan assets are being misused, you can contact the Department of Labor, or file suit in Federal or State court. The court will then decide your case, and may order the person you have sued to pay your court costs and fees. If you lose, the court may order you to pay these costs and fees.

If you request Plan materials and don’t receive them within 30 days, you may also file suit in Federal court. The court may then require the Plan Administrator to pay you up to $110 a day until you receive the materials you requested, unless they were not provided to you for reasons beyond the control of the Plan Administrator.

If you have any questions about this statement or your rights under ERISA, you should contact the Plan Administrator or the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical...
Administrative Details

You should know some administrative details about the Plan.

Plan Organization, Insurance

The Plan (plan number 334) is an individual account plan, designed to help Participants accumulate assets. The Plan is qualified under section 401(a) of the IRC as a profit sharing plan. This Plan originally became effective July 1, 1968. The Plan is not covered by Pension Benefit Guaranty Corporation insurance because the amount of your benefit depends on the amount of contributions you and the Participating Company made to the Plan, your investment elections, and the resulting earnings and/or losses.

Plan Sponsor

The Plan Sponsor is Nationwide Mutual Insurance Company (Employer Tax Identification Number 31-4177100), with principal home office located at One Nationwide Plaza, Columbus, OH 43215-2220.

Plan Trustee

All contributions to the Plan and investment earnings are held in trust for the exclusive benefit of Participants and their beneficiaries. The Plan Trustee is Fidelity Management Trust Company. Its address is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, Massachusetts 02109

Plan Year

Each annual period beginning on January 1st and ending on December 31st of that year.

Plan Administrator

The Administrative Committee is the Plan Administrator for the purposes of ERISA:

Associate Service Center, 1-01-03
Nationwide Insurance
Attn: Secretary to the Administrative Committee
P.O. Box 182171
Columbus, Ohio 43218 – 2171

Service of Legal Process

The Agent for Service of Legal Process is:

Nationwide Mutual Insurance Company
Associate Vice President - Litigation-Discovery Unit
Employment

Participation in this Plan is provided as a benefit to Eligible Associates of the Participating Companies. Participation in this Plan is not a promise or guarantee of future employment. The information contained in this SPD does not alter the employment-at-will relationship between the Participating Companies, and you.

Either you or your Participating Company may terminate the employment relationship at any time and for any reason not prohibited by law. The information contained in this SPD does not constitute an express or implied contract of employment for any specific duration of time, or an express or implied contract concerning terms or conditions of employment.

Receipt of benefits from the Plan depends on continued employment and eligibility.

Form of Payment

All benefits will be paid in U.S. dollars.

Plan Changes and Termination

The Participating Companies’ current intention is to continue this Plan indefinitely. However, they reserve the right to change, alter or terminate any of these policies, procedures and/or benefits in the future.

Situations That Could Cause a Delay or Loss of Benefit

The Plan is designed to provide you with a benefit after your active employment ends. However, some situations can affect your benefits. Your benefit under the Plan may be delayed or forfeited if the following situations occur:

- if you experience a Termination of Employment before you are fully vested in your account under the Plan, you will not receive all of the Employer Matching Contributions allocated to your Plan account;
- if you do not return all of the Participant/beneficiary distribution election forms completed, signed, and dated, your benefit payments may be delayed;
- if you do not keep your most recent address on file, and Nationwide cannot locate you, then your benefit payments may be delayed or placed in the Plan’s forfeiture account.

Assignment of Benefits

The Plan is intended to pay benefits only to you or your beneficiaries. Your account under the Plan cannot be used as collateral for loans (other than as collateral for a Plan loan) or be assigned in any other way except as specifically provided for in a judgment, order, decree, or settlement agreement for a crime against the Plan or for violation of fiduciary responsibilities. However, accounts may be divided in a court-ordered property settlement in case of divorce or other situations. Your account may be divided in compliance with a Qualified Domestic Relations Order (“QDRO”). A QDRO is a legal judgment, decree, or order, which recognizes the rights of another person under the Plan. The rights in your account may concern support for a child or other dependents, alimony, or marital property rights.

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A QDRO must meet specific legal requirements and be recognized by the Plan Administrator. In addition, certain procedures govern the amount and timing of benefits. If you have any questions regarding a QDRO, contact Fidelity or the Plan Administrator. You may request a copy of the Plan’s QDRO Approval Guidelines and Checklist, free of charge, by calling Fidelity at 1-800-238-4015 or by visiting https://qdro.fidelity.com.

Amendments/Termination of Participation in Plan by Participating Companies

Nationwide may amend the Plan at any time upon the approval of the Benefits Committee, a committee of executive officers appointed by the board of directors of Nationwide. In addition, a Participating Company may terminate the Plan with respect to its own Associates by resolution of its board of directors properly taken in accordance with applicable law. Moreover, a Participating Company may, upon resolution by its board of directors, suspend further contributions to the Plan for a period not to exceed 12 months without terminating participation in the Plan. If a Participating Company terminates participation in the Plan, contributions with respect to its Associates would stop immediately. The money in the Plan will be distributed according to the Plan provisions.
## APPENDIX A– ADMINISTRATIVE FEES

<table>
<thead>
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<th>DESCRIPTION/TRANSACTION</th>
<th>FEE</th>
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<td>Recordkeeping Fee</td>
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<tr>
<td>Loan Fees</td>
<td>Loan Initiation: $50 per loan</td>
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<td></td>
<td>Loan Maintenance: $6 per quarter</td>
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<td>Qualified Domestic Relations Order Processing</td>
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<td></td>
<td>$600 per manual QDRO</td>
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<tr>
<td>Overnight Delivery Fee for checks or Plan</td>
<td>$25 per item</td>
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## SELF-DIRECTED BROKERAGE ACCOUNT (“SDBA”) FEES

For the most comprehensive and up to date list of fees for the SDBA, please see the “Fidelity BrokerageLink Commission Schedule” at [www.netbenefits.com/nationwide](http://www.netbenefits.com/nationwide) or request that a copy be sent to you by calling 1-800-238-4015.
Analysts from the Associate Service Center can answer your questions about enrollment. Call the Associate Service Center at 855-550-0411 or email at NWASC@nationwide.com.