

SERFF Tracking Number: NWFA-126079012 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 41882
 Company Tracking Number: IAC-0103AO
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Select Retirement (Smith Barney Income Promise Select)
 Project Name/Number: Select Retirement (Smith Barney Income Promise Select)/

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: Select Retirement (Smith Barney Income Promise Select) SERFF Tr Num: NWFA-126079012 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 41882

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: IAC-0103AO State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

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Disposition Date: 03/24/2009

Date Submitted: 03/20/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Select Retirement (Smith Barney Income Promise Select)

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently being filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Market Type: Individual

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Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/24/2009

Deemer Date:

Submitted By: Carrie Ruhlen

Filing Description:

Nationwide Life and Annuity Insurance Company

NAIC # 92657

FEIN 31-1000740

NAIC Group # 140

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/24/2009

Created By: Carrie Ruhlen

Corresponding Filing Tracking Number:

Individual Single Premium Immediate Fixed Annuity Filing

Contract IAC-0103AO

Contract Specifications Page (CSP) IAB-0113AO

Application IAA-0114AO

Option IAR-0101AO

Supplemental Option Contract Specifications Page IAB-0111AO

Application IAA-0108AO

Electronic New Business Application IAA-0109AO

Nationwide Life and Annuity Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). On the later of May 1, 2009 or approval by the Department and with the acceptance of the SEC filing, Nationwide will begin issuing these forms.

Target Market

The Contract will primarily be marketed to high net worth individuals who are nearing retirement. This Contract is designed to provide a lifetime stream of income in the event of market fluctuations or in the event they outlive their assets. The Contract does not protect the actual investments in their investment accounts

Description of the Contract

The Department approved a similar contract (IIC08-IAC-0102AO SERFF tracking number NWFA-125956066) on January 5, 2009.

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The only differences found in the forms being submitted and those already approved by the Department are:

- 1) The company issuing the forms will be Nationwide Life and Annuity Insurance Company. Therefore, the name has been changed to reflect Nationwide Life and Annuity Insurance Company and all references to the company found within the forms have been revised; and
- 2) the form number.

This contract has a Flesch readability score of 53.4

Description of Contract Specifications Pages

IAB-0113AO The bracketed items are customized for each contract based on the information provided by the contract owner at time of application and are more fully detailed in the Memorandum of Variables.

IAB-0111AO The bracketed items are customized for each contract based on the information provided by the contract owner at time of application and are more fully detailed in the Memorandum of Variables.

Description of the Option

This Option (IAR-0101AO) is similar to IAR-0102AO approved by the Department on, 03-05-09, Department Filing #: NWFA-126047431. The Option will be issued with the contract and is intended to be treated as an annuity product for federal income tax purposes

IAR-0101AO (Supplemental Option to the Individual Single Premium Immediate Fixed Annuity) will be used with the Contract and is included in this filing for the Department's approval. It operates in a similar manner to IAR-0102AO.

The differences between the two Options are as follows:

The Option and Contract work together in three phases (IAR-0102AO has two phases):

- Accumulation Phase during which the assets of the owner are managed by the Asset Management Company,
- Withdrawal Phase begins when the Annuitant and any Co-Annuitant reach age 55 and elects to begin taking withdrawals from the account with the Asset Management Company, and the
- Income Phase begins when one of the triggering events occurs and annuity payments are made by Nationwide.

Option Fee (IAR-0102AO has a maximum fee of 3.00% and no additional fee for the Spousal Continuation Option):

The Option Fee (IAR-0101AO) charge will be up to 1.75% of the Guaranteed Lifetime Withdrawal Base on an annual

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basis and is charged as long as the Option is in effect or until beginning the Income Phase. The 1.75% includes a 0.30% maximum fee percentage for the Spousal Continuation Option.

This option has a Flesch readability score of 51.8.

Description of the Applications

IAA-0114AO will be issued with the contract, IAA-0108AO will be used to offer the Option and IAA-0109AO will be utilized with electronic new business.

Previously Approved Forms

Nationwide will utilize the following previously approved forms with the Contract.

FAZ-0150AO: Individual Retirement Annuity Endorsement - Approved on 01-17-08, State Tracking #37852, SERFF #NWFA-125425645

FHL-615-A: Roth IRA - Approved on 11-21-01

Memorandum of Variables

The forms are designed to be customized to meet the specific needs of each Account to which it is issued. As a result, certain items, particularly the Supplemental Option Contract Specifications Page described herein, is bracketed for variability. Bracketed numerical values will reflect the least or greatest value, whichever is most favorable to the contract owner. If ranges are provided, Nationwide will constrain variability to the stated ranges. Please see the Memorandum of Variables included in this submission for a full explanation on variability.

Other Information

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

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Filing Contact Information

Carrie A. Ruhlen, Specialist ruhlenc@nationwide.com
 1 Nationwide Plaza 800-691-0023 [Phone] 9-8042 [Ext]
 1-33-102 614-249-2112 [FAX]
 Columbus, OH 43215

Filing Company Information

Nationwide Life and Annuity Insurance Company CoCode: 92657 State of Domicile: Ohio
 PO Box 182455 Group Code: 140 Company Type:
 1-33-102 Group Name: State ID Number:
 Columbus, OH 43272-8921 FEIN Number: 31-1000740
 (800) 691-0023 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life and Annuity Insurance Company	\$50.00	03/20/2009	26567228

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/24/2009	03/24/2009

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Disposition

Disposition Date: 03/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Memorandum of Variables	Yes	Yes
Supporting Document	Certification of Compliance	Yes	Yes
Form	Contract	Yes	Yes
Form	Contract Specifications Page	Yes	Yes
Form	Application	Yes	Yes
Form	Option	Yes	Yes
Form	Supplemental Option Contract Specifications Page	Yes	Yes
Form	Application	Yes	Yes
Form	Application	Yes	Yes

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Form Schedule

Lead Form Number: IAC-0103AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IAC-0103AO	Policy/Cont Contract ract/Fratern al Certificate	Initial		53.400	IAC-0103AO.pdf
	IAB-0113AO	Policy/Cont Contract ract/Fratern Specifications Page al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	IAB-0113AO.pdf
	IAA-0114AO	Application/ Enrollment Form	Initial		50.200	IAA-0114AO Bracketed John Doe.pdf
	IAR-0101AO	Policy/Cont Option ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.800	IAR-0101AO.pdf
	IAB-0111AO	Policy/Cont Supplemental Option ract/Fratern Contract al Specifications Page Certificate: Amendmen	Initial		0.000	IAB-0111AO.pdf

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 nt or Rider

IAA- 0108AO	Application/ Enrollment Form	Application Initial	50.200	IAA-0108AO Bracketed John Doe.pdf
IAA- 0109AO	Application/ Enrollment Form	Application Initial	50.100	IAA- 0109AO.pdf



NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

One Nationwide Plaza
Columbus, Ohio 43215
[1-877-877-2716] (for any inquiries)
www.Nationwide.com

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY ("Nationwide") will make annuity payments to the Payee beginning on the Income Start Date and continuing thereafter, subject to the terms and conditions of the Contract.

The Contract is provided in return for the single premium payment (minimum \$10,000).

RIGHT TO EXAMINE AND CANCEL

THE CONTRACT OWNER HAS THE RIGHT TO EXAMINE AND CANCEL THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE PURCHASE PAYMENT IN FULL.

IF THE CONTRACT IS ISSUED AS A REPLACEMENT CONTRACT, IT MAY BE RETURNED WITHIN THIRTY DAYS FROM THE DATE IT IS RECEIVED BY THE CONTRACT OWNER, OR ANY LONGER PERIOD AS MAY BE REQUIRED BY APPLICABLE LAW, IN THE STATE WHERE THE CONTRACT IS DELIEVERED OR ISSUED FOR DELIVERY.

THIS IS A LEGAL CONTRACT BETWEEN NATIONWIDE AND THE CONTRACT OWNER, PLEASE READ IT CAREFULLY. IF THE CONTRACT IS NOT RETURNED DURING THE RIGHT TO EXAMINE AND CANCEL PERIOD, THE CONTRACT OWNER WILL BE BOUND BY THE TERMS OF THE CONTRACT.

Executed for Nationwide on the Date of Issue.

Secretary

President

READ YOUR CONTRACT CAREFULLY

This Contract has been approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the Contract, that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for this product type, is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date. In accordance with the Interstate Insurance Product Regulation Commission standards, the contract specifications page includes information on how to contact your state Insurance Department should you have any questions or concerns.

**Individual Single Premium Immediate Fixed Annuity
Non-Participating**

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DEFINITIONS

Annuitant - The person upon whose continuation of life any lifetime annuity payments depend. Upon the death of the last surviving Annuitant, any remaining benefits, if applicable, vest in the Beneficiary. At that time the Contract Owners' rights to the Contract cease to exist. See the Income Options provision.

Beneficiary - The person or entity designated, depending on the Income Option chosen, to receive benefits upon the later death of the Annuitant or the Joint Annuitant, if any, as applicable. See the Income Options provision.

Code - The Internal Revenue Code of 1986, as amended.

Commuted Value - This value is only available if the Income Option elected includes a term certain period, and the Annuitant and Joint Annuitant, if applicable, die during that period. It will be the present value of the remaining term certain payments.

Contingent Beneficiary - The person or entity designated, depending on the Income Option chosen, to be the Beneficiary if the named Beneficiary is not living at the time of the later death of the Annuitant or Joint Annuitant, if any. See the Income Options provision.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected Income Option(s), tax endorsements or attached application form. The rights, benefits, duties, obligations and guarantees set forth in this document.

Contract Owner (Owner(s)) - The person who possesses all rights under the Contract. All references to Owner shall include Joint Owner and all references to Joint Owner shall include Owner unless the context clearly indicates otherwise.

Date of Issue - The date the Contract becomes effective.

Home Office - The main office of Nationwide located in Columbus, Ohio.

Income Start Date - The date chosen by the Contract Owner to initiate payments which must occur within one year from the Date of Issue. On this date Nationwide begins the processing necessary to generate income payments. The date payments are actually received will vary, but generally is within seven to ten days following the processing date.

Individual Retirement Annuity (IRA) - An annuity described in Section 408 of the Code, established for the exclusive benefit of the Owner or the Owner's beneficiaries.

Joint Annuitant - A person other than the Annuitant upon whose continuation of life any lifetime annuity payments may depend. A Joint Annuitant can only be named if a joint payout option is chosen. See the Income Options provision.

Joint Owner(s) - The Joint Owner, if any, possesses an undivided interest in the entire Contract in conjunction with the Owner. All references to Joint Owner shall include Owner and all references to Owner shall include Joint Owner unless the context clearly indicates otherwise.

Minimum Distribution(s) - The amount required to be withdrawn from IRAs to meet distribution requirements under the Code.

Non-Qualified Contract - A Contract which does not qualify for tax treatment under the provisions of Code Sections 401, 403(a), 403(b) (Tax-Sheltered Annuities), 408 (IRAs) or 408A (Roth IRAs).

Payee(s) - The person (or entity) designated to receive annuity payments. If no election is made by the Contract Owner, the Payee will be the Annuitant designated on the application. See the Income Options provision.

Spouse - In accordance with Section 7 of Title 1 of the United States Code, the term "spouse" refers only to a person of the opposite sex who is a husband or wife under applicable state law.

GENERAL PROVISIONS

Entire Contract

The Contract and application is the entire contract between Nationwide and the Contract Owner. All statements made by, or by the authority for the issuance, reinstatement or renewal of the contract shall in the absence of fraud, be deemed representations and not warranties.

Non-Participating

This Contract is non-participating. It will not share in the surplus of Nationwide.

Incontestability

This Contract is incontestable two years after the Date of Issue or during the lifetime of the Annuitant, whichever is shorter. Statements made by the Contract Owner or Annuitant, in the absence of fraud, are representations and not warranties. No statements will be used by Nationwide in defense of a claim unless it is on the application.

Evidence of Survival

Where any payments under this Contract depend on a person being alive on a given date, proof that such person is living may be required by Nationwide. Such proof may be required prior to making the payments.

Alteration or Modification

Changes in or to the terms of the Contract must be made in writing and signed by the President or Secretary of Nationwide. No other person can alter or change any of the terms or conditions of the Contract.

Provisions of the Contract may be modified or superseded by Nationwide as required by the Code, the Internal Revenue Regulations or other relevant provisions of law. Unless otherwise provided, other changes to the Contract will be made only with mutual agreement of Nationwide and the Owner. A copy of the amendment will be furnished to the Owner. Nationwide reserves the right to discontinue any Income Options for new Contracts.

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant or Joint Annuitant if applicable. The assignment takes effect on the date it is recorded by Nationwide. An assignment will not be recorded until Nationwide has received written instructions from the Contract Owner and assignee as to how rights under the Contract will be allocated. Nationwide may reject or not recognize assignments designed to alter the character of the risk that it originally assumed in issuing the Contract.

Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's recording of the assignment.

IRA contracts may not be surrendered, assigned, transferred or discontinued according to Code Section 408(b)(1). This contract has no cash surrender value and after the Right to Examine and Cancel Period has expired is irrevocable and can not be surrendered.

Protection of Proceeds

To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Gender

If the age or gender of the Annuitant or Joint Annuitant, if any, has been misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be made based on the correct age or gender. The dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract; the dollar amount of any underpayment made by Nationwide will be paid in full with the next payment due under the Contract.

Proof of age or gender of an Annuitant or Joint Annuitant, if any, may be required at any time in a form satisfactory to Nationwide.

Number

Unless otherwise provided, all references in this Contract which are in the singular form will include the plural; all references in the plural form will include the singular.

Return of Contract During Right to Examine and Cancel Period

Any Contract, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed, that is returned during the Right to Examine and Cancel period will be deemed to be mailed on the date of the postmark, registration or certification.

To assist in preventing disqualification in the event of a cancellation during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408 (for IRAs), upon proper direction by the Owner.

DEDUCTION OF CHARGES

Deduction for Premium Taxes

Nationwide will deduct, if applicable, the amount of any premium taxes levied by a state or any other government entity from the Contract. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law. Nationwide currently deducts premium taxes at one of the following times:

1. when the Contract is purchased;
2. on the Income Start Date; or
3. when Nationwide is subject to the premium tax.

PARTIES TO THE CONTRACT

Contract Owner

The Contract Owner possesses all rights under the Contract, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract. The Contract Owner will be responsible for any income taxes while the Annuitant is living.

The Contract Owner may request a change in the Beneficiary or Payee. Such change, upon receipt and recording by the Company at its Home Office, will take effect as of the time the written notice was signed, whether or not the Contract Owner or Annuitant are living at the time of record, but without further liability as to any payment or settlement made by the Company before receipt of such change is recorded at the Home Office.

Joint Owner

If a Joint Owner is named, the Joint Owner will possess an undivided interest in the Contract. Unless otherwise permitted by Nationwide, the exercise of any ownership right shall require a written request signed by both Owners.

If an Owner who is not also the Annuitant dies before the Income Start Date and there is a surviving Joint Owner, the Joint Owner shall become the Owner.

If an Owner who is also the Annuitant dies before the Income Start Date and there is a surviving Joint Owner, the Contract will terminate and the single purchase payment less any applicable premium taxes will be paid to the Joint Owner. A Joint Owner can be named only for a Non-Qualified Contract.

Annuitant/Joint Annuitant

The Annuitant (and any Joint Annuitant, if applicable) must be age 85 or younger at the time the Contract is issued, unless Nationwide has approved a request for an Annuitant or Joint Annuitant older than age 85. Once designated, the Annuitant (and any Joint Annuitant, if applicable) cannot be changed. A Joint Annuitant can only be named if a joint payout option is chosen.

For Contracts that are issued as IRAs, the Owner must be the Annuitant and the entire interest of the Annuitant in the Contract is nonforfeitable. For any such Contract, if a Joint and Survivor Income Option is elected, the Joint Annuitant must be the spouse of the Annuitant. For Income Options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

Payee

The Payee will receive annuity payments elected by the Contract Owner. If no Payee is designated on the application, the Payee will be the Annuitant. For Income Options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

Beneficiary

The Beneficiary is the person who may receive benefits under the Contract if the Annuitant (and the Joint Annuitant, if any) dies after the Income Start Date.

If more than one Beneficiary survives the Annuitant (and the Joint Annuitant, if any), each will share equally unless otherwise specified on the application. If there is no surviving Beneficiary upon the death of the Annuitant, all Beneficiary rights will vest in the Contingent Beneficiary, and if more than one Contingent Beneficiary survives, each will share equally unless otherwise specified on the application. If no Beneficiary or Contingent Beneficiary survives the Annuitant (and the Joint Annuitant, if any), all Beneficiary rights will vest with the Owner(s), or the estate of the last surviving Owner. The Beneficiary will be responsible for any income taxes once the Beneficiary begins receiving payments.

If the Annuitant (and the Joint Annuitant, if any) dies prior to the Income Start Date and there is no surviving Owner or Joint Owner, the Beneficiary will be entitled to the proceeds of the single purchase payment less any applicable premium taxes. For payout options that provide a benefit after the death of either the Annuitant (and the Joint Annuitant, if applicable), see the Income Options provision.

PURCHASE PAYMENT PROVISIONS

Single Purchase Payment

The Contract is provided in return for a single purchase payment, which may not be less than \$10,000.00. No additional purchase payment will be accepted or permitted after Contract issuance. The cumulative total of the purchase payment under this and any other annuity Contract(s) issued by Nationwide having the same Annuitant may not exceed \$2,000,000 for single life income options and \$3,000,000 for joint life income options or term certain only options without the prior consent of Nationwide.

For Contracts issued as IRAs, except in the case of a rollover contribution (as permitted by Code Section 402(c), 403(a)(4), 403(b)(8), or 408(d)(3)) no contribution will be accepted unless: (1) it is U.S. currency; (2) the contribution does not exceed any limits set by the Code and (3) all related transactions comply with the provisions of the Code. Any refund of purchase payments will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.

INCOME OPTIONS

Annuity payments will be made, according to the Income Option elected, to the Payee or Beneficiary as applicable under the option. Any annuity Income Option not set forth in the Contract which is satisfactory to both Nationwide and the Owner may be elected. Nationwide may limit the availability of term certain options with no life contingency. These are options where payments are not contingent upon a particular named individual being alive.

Options available for Contracts issued to IRAs may be limited based on the age of the Annuitant and distribution requirements under the Code.

5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee for the period elected on the application. If the Annuitant dies during this term certain period, the Beneficiary will have the option to continue payments until the end of the term certain period or receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

Single Life

Annuity payments will be made to the Payee during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Single Life with Cash Refund

Annuity payments will be made to the Payee during the lifetime of the Annuitant. If the Annuitant dies prior to receiving aggregate annuity payments that are at least equal to the purchase payment less any premium tax, the difference between the aggregate annuity payments and the purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

Single Life with 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the lifetime of the Annuitant or the term certain period as elected on the application, whichever is longer. If the Annuitant dies during the term certain period, the Beneficiary will have the option to continue payments until the end of the term certain period or receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

Joint and (%) Last Survivor

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will continue for the life of the surviving annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will be a percentage, as indicated on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living. Payments will cease with the last payment due prior to the death of the last surviving Annuitant.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Last Survivor With Cash Refund

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, payments will be a percentage, as elected on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living. If both the Annuitant and Joint Annuitant die prior to when aggregate annuity payments have been made that are at least equal to the purchase payment, less any premium taxes, the difference between the aggregate annuity payments and the purchase payment less any premium taxes will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Last Survivor With 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant or the term certain period as elected on the application, whichever is longer. Upon the death of either the Annuitant or Joint Annuitant, and after the term certain period has expired, payments will be a percentage, as elected on the application, of the amount that would have been paid if both the Annuitant and Joint Annuitant were living.

If both the Annuitant and Joint Annuitant die during the term certain period, the Beneficiary will have the option to continue payments for the length of the term certain period or to receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the percentage reduction does not apply.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor With Cash Refund

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the

percentage reduction does not apply. If both the Annuitant and Joint Annuitant die prior to receiving aggregate annuity payments that are at least equal to the single purchase payment less any premium tax, the difference between the aggregate annuity payments and the single purchase payment less any premium tax will be paid to the Beneficiary in a single lump sum after proof of death is received by Nationwide.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

Joint and (%) Survivor With 5 to 30 Year Term Certain (in annual increments)

Annuity payments will be made to the Payee during the joint lifetimes of the Annuitant and Joint Annuitant or the term certain period as elected on the application, whichever is longer. After the death of the Annuitant, payments will continue for the life of the Joint Annuitant. Once the term certain period has expired, payments will be a percentage, as elected on the application, of the amount that would have been paid if the Annuitant were living. If the Joint Annuitant dies before the Annuitant, payments will continue for the life of the Annuitant and the percentage reduction does not apply.

If both the Annuitant and Joint Annuitant die during the term certain period, the Beneficiary will have the option to continue payments for the remainder of the term certain period or to receive a lump sum, after proof of death is received by Nationwide, equivalent to the present value of those payments.

The Contract Owner will elect the continuation percentage at the time of application. The continuation percentage will appear on the Contract Specifications Page.

COST OF LIVING ADJUSTMENT

The Contract Owner may elect on the application to have an annual increase apply to the elected Income Option. Any applicable payment increase would occur on each anniversary following the Income Start Date. Once elected, the annual increase amount cannot be changed or discontinued. Nationwide may limit the availability of this option.

ANNUITY BENEFITS

Frequency and Amount of Payments

The Income Start Date is the date chosen by the Contract Owner to initiate payments. On this date Nationwide begins the processing necessary to generate income payments. The date payments are actually received will vary, but generally is within seven to ten days following the processing date.

The Income Start Date must be no earlier than the day after the end of the Right to Examine and Cancel period and within one year after the Date of Issue. Payments will be made based on the annuity Income Option and frequency elected. Frequencies that may be elected include: monthly, quarterly, semi-annually, or annually.

The amount of annuity benefit is determined based on the option elected, age at income start date, gender (if allowed by state), frequency of payment, premium amount, qualification status of premium money, any applicable state premium tax and current prevailing interest rates.

If any payment would be or becomes less than \$100.00, Nationwide has the right to change the frequency of payments to an interval that will result in payments of at least \$100.00. In no event will Nationwide make payments under an annuity option less frequently than annually.

Commutation of Annuity Payments

If the Income Option elected includes a term certain period, a Commuted Value is only available if the Annuitant and Joint Annuitant, if applicable, die during that period.

A partial Commuted Value of annuity payments is not available. The Owner is not entitled to any remaining annuity payments after receiving a Commuted Value. Therefore, the payment of any non-commuted future annuity benefits to which the Owner may be entitled under the Contract after the commutation shall not be affected by the payment of the Commuted Value.

The Owner may, at any time while a commutation benefit is available, request the current replacement ratio for the annuity payments. The replacement ratio shall be defined as (i)/(ii) where (i) and (ii) are defined as follows:

- (i) The actual Commuted Value to be paid; and
- (ii) The Commuted Value calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of income being commuted and for new contracts of the same class of contracts. If new contracts of this class of contracts are not currently being issued, then the amount shall be calculated on the basis of the current assumptions for new annuitizations of the same type of income being commuted.

Upon receipt of a request from the owner for a payment of a Commuted Value:

- (i) Nationwide will provide the Commuted Value payable and the current replacement ratio, both as of the calculation date, within 15 days of receipt of request of payment.
- (ii) If Nationwide has already provided the information in (i), Nationwide shall pay the Commuted Value benefit within 15 days of receipt of request of payment.

The actual commuted amount paid will be determined as of the date of payment. Nationwide reserves the right to defer payment of any amounts payable as a commuted value for a period of six months.

REQUIRED DISTRIBUTION PROVISIONS

Required Distribution - Non-Qualified Contracts

This Contract is intended to be treated as an "annuity contract" for federal income tax purposes. Accordingly, all provisions of this Contract shall be interpreted and administered in accordance with the requirements of Code Section 72(s). In no event shall any payment be deferred beyond the time limits permitted by Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Code and regulations and rulings thereunder, as they may exist from time to time.

Upon the death of any Owner or Joint Owner (each of the foregoing "a deceased Owner"), certain distributions for Non-Qualified Contracts are required by Code Section 72(s). Notwithstanding any provision of the Contract to the contrary, the following distributions shall be made in accordance with such requirements.

1. If any deceased Owner died on or after the Income Start Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution in effect as of the date of such deceased Owner's death.
2. If any deceased Owner died prior to the annuity starting date, then the entire interest in the Contract shall be distributed within 5 years of the death of the deceased Owner, provided however:
 - (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Owner, Joint Owner, Annuitant, Beneficiary, or Contingent Beneficiary as the case may be (each a "designated beneficiary"), such portion may, at the election of the designated Beneficiary, be distributed over the life of such designated beneficiary, or over a period not extending beyond the life expectancy of such designated beneficiary, provided that payments begin within one year of the date of the deceased Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by Federal Treasury Regulations.

- (b) If the designated beneficiary is the surviving spouse of the deceased Owner, such spouse may elect to become the Owner of this Contract, and the distributions required under these Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Owner is a person that is not a natural person (e.g., a trust or corporation), then, for purposes of these distribution provisions, (i) the death of the Annuitant shall be treated as the death of any Owner, (ii) any change of the Annuitant shall be treated as the death of any Owner, and (iii) in either case the appropriate distribution required under these distribution rules shall be made upon such death or change, as the case may be. The Annuitant is the primary Annuitant as defined in Code Section 72(s)(6)(B).

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Code Section 72(s) by reason of Section 72(s)(5) or any other law or rule. Such contracts include, but are not limited to, any Contract issued as an IRA.

Required Distribution - IRAs

The entire interest of an Annuitant under an IRA will be distributed in a manner consistent with the provisions of Code Section 401(a)(9), including the incidental death benefit requirements of Code Section 401(a)(9)(G), and regulations thereunder, including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, as applicable (collectively, Minimum Distributions), and, notwithstanding anything else contained herein, will be paid to the Payee, over a period not exceeding:

- A. the life of the Annuitant or the lives of the Annuitant and the Owner's designated beneficiary; or
- B. a period not extending beyond the life expectancy of the Annuitant or the life expectancy of the Annuitant and the Annuitant's designated beneficiary.

If the Annuitant's entire interest is to be distributed in equal or substantially equal payments over a period described in A or B, such payments will commence no later than the required beginning date which (1) for an IRA, is not later than the first day of April following the calendar year in which the Annuitant attains age 70 1/2.

Payments commencing on the required beginning date will not be less than the lesser of the quotient obtained by dividing the entire interest of the Annuitant, determined as of the end of the prior calendar year, by the applicable factor set forth in the Uniform Life Table. See Treasury Regulation Section 1.401(a)(9)-9.

If the Annuitant dies on or after the date Minimum Distributions have begun, the remaining Contract interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Annuitant's death, unless otherwise permitted by the Code.

If the Annuitant dies prior to the commencement of required Minimum Distributions, the interest in the Contract must be distributed in accordance with the income payment option selected by the Annuitant, but in no event for a term longer than the life expectancy of the Beneficiary.

If the Beneficiary under an IRA is the surviving spouse of the Annuitant, the surviving spouse may elect to treat the Contract as his or her own, whether or not distributions had commenced prior to the death of the Annuitant. This election will be deemed to have been made if such surviving spouse makes a regular IRA contribution to the Contract, makes a rollover to or from the Contract, or fails to elect any of the above provisions. The result of such an election is that the surviving spouse will be considered the individual for whose benefit the IRA is maintained.

PROOF OF DEATH

Nationwide must receive in writing at its home office in Columbus, Ohio the following two items: (1) proper proof of death, and (2) state required forms, if any. Nationwide will accept any one of the following as proper proof of death:

- (1) a certified copy of the death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;
- (3) a written statement by a medical doctor who attended the deceased Annuitant; or
- (4) any other proof Nationwide finds acceptable.

DEATH PROVISIONS PRIOR TO THE INCOME START DATE

All provisions relating to the death of the Owner may be subject to the Required Distribution Provisions section.

Death of Owner

If the Owner who is not the Annuitant dies prior to the Income Start Date, ownership rights will vest in the surviving Joint Owner, if any. If there is no surviving Joint Owner, ownership rights will vest in the Annuitant. Subject to the Required Distribution Provisions section, the Annuitant will be entitled to receive scheduled annuity payments.

If the Owner who is also the Annuitant dies prior to the Income Start Date, the terms of the Death of Annuitant section will apply.

Death of Annuitant

If the Annuitant dies prior to the Income Start Date, this Contract will terminate and the single purchase payment less any applicable premium tax shall be paid to the surviving Owner.

If there is no surviving Owner, the Beneficiary will be entitled to receive a single purchase payment less any applicable premium tax or to receive annuity benefits in accordance with the Required Distribution Provisions section.

DEATH PROVISIONS AFTER THE INCOME START DATE

All provisions relating to the death of the Owner may be subject to the Required Distribution Provisions section.

Death of Owner

If the Owner who is not the Annuitant dies after the Income Start Date, annuity payments will continue to be made to the Payee under the originally elected Income Option and ownership rights will vest in any surviving Joint Owner. If there is no surviving Joint Owner, ownership rights will vest in the primary Annuitant.

If the Owner who is also the Annuitant dies after the Income Start Date, the terms of the Death of Annuitant section will apply.

Death of Annuitant

If the Annuitant dies after the Income Start Date, the terms of the Income Option as elected by the Owner at time of application will apply.

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

Product Name: INCOME Promise® Select **Contract Number:** [01-6005314]
Date of Issue: [July 1, 2009] **Income Start Date:** [July 1, 2010]
Frequency of Payment: [Monthly] **Total Purchase Payment:** [\$10,000.00]
Annuity Income Option Elected: [Single Life with 2% Cost of Living Adjustment]

Contract Owner Information:

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]

Joint Owner Information:

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]

Annuitant Information:

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Date of Birth: [01/01/1956]
Gender: [Male]

Joint Annuitant Information:

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Date of Birth: [12/01/1961]
Gender: [Female]

Payee Information: (Payee as designated at the time of application)

Name: [John Q. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Name: [Jane N. Doe]
Address: [123 Anystreet]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Name: [John Q. Doe, II]
Address: [987 Main Street]
[Anycity, Anystate 12345]
Allocation: [% or \$ amount]

Beneficiaries:

Name

[Estate of Jane Doe]
[Primary]
[100%]

INCOME Promise® Select, is an individual single premium immediate fixed annuity contract, which is underwritten by Nationwide Life and Annuity Insurance Company, Columbus, Ohio.

The contract is provided in return for a single purchase payment, which may not be less than \$10,000.00. No additional purchase payments will be accepted or permitted after Contract issuance. The cumulative total of the purchase payment under this and any other annuity Contract(s) issued by Nationwide having the same Annuitant may not exceed \$2,000,000.00 for single life income options and \$3,000,000.00 for joint and life income options or term certain only options without the prior consent of Nationwide.

If the Income Option elected above includes a term certain period, a Commuted Value is only available if the Annuitant and Joint Annuitant, if applicable, die during that period. The Commuted Value will be the present value of the remaining term certain payments.



1. Parties to the Contract *Please print.*

1a. Contract Owner

First Name: MI: Last Name:

Employer/Trust Name (if applicable):
(Additional forms required. Please see the New Business enrollment packet.)

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

Street:

City: State: ZIP:

1b. Joint Owner *Only available for Non-Qualified Contracts. Limited to spouses, except in HI, NH, PA and VT.*

First Name: MI: Last Name:

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: - -

Address: Same address as owner Street:

City: State: ZIP:

1c. Annuitant *Complete only if different from Contract Owner. (Annuitant must be age 85 or younger.)*

First Name: MI: Last Name:

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: -

Address: Same address as owner Street:

City: State: ZIP:

! *If a Lifetime Option is chosen, it will be based upon the Annuitant's life.*

1d. Joint Annuitant *(Must be age 85 or younger.)*

Same as Joint Owner

First Name: MI: Last Name:

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID: -

Address: Same address as owner Street:

City: State: ZIP:

! *A Joint Annuitant can only be named if a Joint Payout Option is chosen.*



1e. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.

! If more than three Beneficiaries are named, list additional names on the Beneficiary Options form located in the new business enrollment packet.

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

Check one: First Name: MI: Last Name:

Primary Relationship to Annuitant: Allocation (whole % only):

Contingent Social Security Number: Date of Birth:

2. Contract Information

2a. Contract Type Must specify by checking a box.

Non-Qualified IRA Roth IRA – Tax year originally established:

2b. Purchase Payment

Single Premium Purchase Payment: \$ (**\$10,000 minimum premium.**)

Payment Submitted Via: (Check all that apply) Check Wire 1035(a) Exchange Transfer/Rollover

IMPORTANT: Nationwide must know of all possible transfers at the inception of the Contract.

Where is the money being sent from? United States (U.S.) *NOTE: Nationwide will accept and pay only in U.S. funds*

Offshore, what Country?

Quote Number (if applicable):

Will payments from this annuity fund a Nationwide life insurance policy? Yes No

If **YES**, please provide the **Nationwide Policy Number:**

2c. Cases \$1 Million or above In order to comply with Government regulations, please answer the following questions.

If the funds are not coming from an Annuity, Life Insurance Contract, or tax qualified account, what is the source?

Personal Account

Sale of a business, please describe below, including the name and location of the business

Sale of Real Estate United States (U.S.) Offshore, what Country?

Other, please describe in detail and enclose any legal documents pertaining to the transaction.

What is the intended use of the contract?

Fund a personal income need (e.g. retirement income)

Fund a life insurance contract/wealth transfer

Fund a long term care contract

Fund a business arrangement, please describe below and include any legal documents describing the entire transaction.

Other, please describe in detail and enclose any legal documents pertaining to the transaction.

! Please enter the total of all monies used to purchase this contract. Additional forms are required for 1035 Exchanges and Transfer/Rollovers.

! Only Complete for cases \$1 Million or above.



3. Income Options Only one Option may be elected and cannot be changed. *If a birth certificate is required for an income option and it's not included with the application, that application will be rejected by Nationwide.*

3a. Select Option *Select only ONE Option. Nationwide reserves the right to discontinue any Income Options for New Contracts.*

! Does not provide a lifetime payout.

Term Certain only [] Years (5 to 30 years in annual increments)

Single Life¹

Based on the life of the Annuitant.

Single Life with Cash Refund¹

Single Life with [] Years (5 to 30 years in annual increments) Term Certain¹

Survivor payout percentages are 50%, 66 2/3%, 75%, and 100%.

Payment reduces upon the death of either the Annuitant or the Joint Annuitant.

Joint and [] % Last Survivor²

Joint and [] % Last Survivor with Cash Refund²

Joint and [] % Last Survivor with [] Years (5 to 30 years in annual increments) Term Certain²

Payment reduces if the Joint Annuitant survives the Annuitant.

Joint and [] % Survivor²

Joint and [] % Survivor with Cash Refund²

Joint and [] % Survivor with [] Years (5 to 30 years in annual increments) Term Certain²

In addition to your Income Option, you may choose a COLA of 1%, 2%, 3%, 4%, or 5%.

Cost of Living Adjustment (COLA) can be chosen in addition to the Lifetime or Term Option selected.

Cost of Living Adjustment (COLA)³ [2] %

¹Birth Certificate of Annuitant is Required.

²Birth Certificate of BOTH Annuitant and Joint Annuitant is Required.

³May not be available in all states. Electing COLA increases the premium required to fund this annuity. Election of COLA cannot be changed or revoked after issue.

! A specific date must be provided and must occur within one (1) year of the application.

3b. Income Start Date All premiums must be received prior to Income Start Date.

[02 / 01 / 2010]
MM DD YYYY

Please note: Choose an Income Start Date that is seven (7) to ten (10) business days prior to when you want to receive your payment.

3c. Payees/Method of Payment *If no Payees are designated, the Payee will be the Annuitant.*

First Name: [Jane] MI: [M] Last Name: [Doe]

Allocation (whole % only): [100] % OR \$ []

Date of Birth: [12/01/1961] Sex: M F Soc. Sec. No. or Tax ID: [987 - 65 - 4321]

Street: [123 Anystreet]

City: [Anycity] State: [Anystate] ZIP: [12345]

! Direct Deposit is the fastest method of delivery.

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)

Checking **Saving** Financial Institution Name: [Bank of John Doe]

ABA/Transit Number: [123456789] Account Number: [123456789001]

Check to Payee's address above.



3c. Payees/Method of Payment, continued

! If more than three payees are named, list additional names on the Payee Options form located in the new business enrollment packet.

First Name: MI: Last Name:

Allocation (whole % only): % OR \$

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

Street:

City: State: ZIP:

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)
 Checking **Saving** **Financial Institution Name:**
ABA/Transit Number: **Account Number:**

Check to Payee's address above.

First Name: MI: Last Name:

Allocation (whole % only): % OR \$

Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

Street:

City: State: ZIP:

Direct Deposit (A voided check or letter of instruction from your bank on bank letterhead is required.)
 Checking **Saving** **Financial Institution Name:**
ABA/Transit Number: **Account Number:**

Check to Payee's address above.

! Selected frequency applies to all payees.

3d. Frequency of Payments

I elect (choose only one): Monthly Quarterly Semi-Annually Annually

3e. Tax Withholding Taxes will only be withheld and reported to the designated Contract Owner.

! If this section is blank, we will default to withholding taxes based on current withholding rules.

- A. Do not withhold taxes from my income payments (Do not complete B or C)
- B. I want my withholding from each income payment to be figured using the number of allowances and marital status

Marital Status Single Married Married, but withhold at higher single rate

Number of Allowances

(You may also designate an additional amount in item C)

- C. Withhold the following additional amount from each income payment (You must also complete item B)

Federal Withholding % OR \$

State Withholding % OR \$

For State Withholding, please list your state of residence:

State tax withholding will be based upon state withholding requirements.



4. State Disclosures

Interstate Insurance Product Regulation Commission State Fraud Language : Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Notice to AR and NM Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Notice to DC Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

5. Contract Owner Signatures and Authorizations

- Yes No Are you a U.S. Citizen? If No, Country of Citizenship:
- Yes No Do you have existing life insurance or annuity contracts?
- Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?



If you answered "yes" to EITHER of the last two questions above, your state may require NAIC replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC replacement forms.

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million or \$3 million for Joint Life or term certain only in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete.

NOTICE TO FLORIDA RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any Company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Registered Representative BEFORE you sign this application.



Contract Owner Must Sign Here: John Q. Doe

Joint Contract Owner Signature (if any): Jane M. Doe

State In Which Application Was Signed: Date:

Contract Owner's Daytime Phone Number:

Contract Owner's E-mail Address:



6. Registered Representative* Information

6a. Primary Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:
 Phone: () Percentage %
 E-mail:
 Broker/Dealer Name:
 SSN #:

(Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature:

Florida License Identification #: (Florida Agents only):
**Registered Representatives are Insurance Agents.*

6b. Additional Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:
 Phone: () Percentage %
 E-mail:
 Broker/Dealer Name:
 SSN #:

(Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature:

Florida License Identification #: (Florida Agents only):
**Registered Representatives are Insurance Agents.*

Affix Registered Representative label here if applicable.



**NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
TELEPHONE 1-800-321-6064**

SUPPLEMENTAL OPTION TO THE INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED ANNUITY

General Information Regarding this Supplemental Option

This supplemental option (the "Option") is made part of the Contract to which it is attached and is effective on the date it is elected.

Nationwide will not start any payments under the Contract until and unless the triggering events, found in the Income Phase section of this Option, occur.

This Option and Contract to which it is attached work together in three phases: an "Accumulation Phase", a "Withdrawal Phase" and an "Income Phase." This Option contains the terms and conditions of the Accumulation Phase and the Withdrawal Phase. The Contract contains the terms and conditions of the Income Phase, except as stated in the Option.

To the extent any provisions contained in this Option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this Option will control the Contract. Non-defined terms shall have the meaning given to them in the Contract.

Guarantees of the Option

Subject to the terms and conditions set forth in this Option, Nationwide guarantees that it will provide Guaranteed Lifetime Income Payments for the life of the Annuitant and Co-Annuitant, if any, in accordance with the Contract by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentage to determine the amount of the Guaranteed Lifetime Income Payments.

Eligibility to Purchase Option

This Option is only offered to investors who have their investments managed by the Asset Management Company. The Contract Owner must be the Annuitant, and if the Spousal Continuation Option is elected, the spouse must be named a Co-Annuitant. Without the Spousal Continuation Option, the minimum age of an Annuitant for the Option is 45 and the maximum age is 75. With the Spousal Continuation Option, the minimum age that the younger Co-Annuitant must be is 45. With the Spousal Continuation Option, the younger Co-Annuitant must be 80 or younger, and the older Co-Annuitant must be 84 or younger.

During the Accumulation Phase, the assets covered by this Option are held in an advisory account ("Account") managed by the Asset Management Company. The assets must be held in an Eligible Portfolio listed on the Option contract specification page. Once the Contract Owner has chosen an Eligible Portfolio, they may later switch from one Eligible Portfolio to another.

There must be at least the Eligible Account Value in the Account in order to purchase the Option and Contract. The Contract Owner must execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee to Nationwide.

Fee

Pursuant to an authorization from the Contract Owner, the Asset Management Company will deduct from the Contract Owner's Account, and remit to Nationwide an annual fee (the "Fee") of up to 1.75% of the current value of the Guaranteed Lifetime Withdrawal Base. The annual fee percentage of 1.75% includes a 0.30% maximum fee percentage for the Spousal Continuation Option. The fee will be taken on a quarterly basis. A prorated fee for any partially completed quarter will be refunded upon full termination of the Option.

The Fee will be assessed as long as the conditions in this Option remain in-force or until the Income Phase begins. The Fee is shown on the Option contract specification page.

Nationwide will not increase the Fee before the second Option Anniversary even if certain terms and conditions in this Option change during that time.

Definitions

The following definitions are added to the Contract:

Account – The assets the Contract Owner owns which are held at and managed by the Asset Management Company and invested in accordance with this Option.

Accumulation Phase – Assets are managed by the Asset Management Company. The obligations of Nationwide and the Contract Owner during the Accumulation Phase are set forth in this Option. During the Accumulation Phase no assets are held or managed by Nationwide.

Account Value – The value of the assets in the Account, as determined as of the close of business on a Valuation Date.

Annuity Date – The date on which Nationwide receives the Premium.

Asset Management Company – The company who manages the Account and who is named on the Option contract specification page.

Co-Annuitant – The spouse of the Annuitant on whose life guaranteed lifetime withdrawals under the Spousal Continuation Option will also apply. A Co-Annuitant may only be named when the Spousal Continuation Option is elected.

Eligible Account Value – The minimum amount required to be in the Eligible Portfolio when this Option is purchased. This amount is shown on the Option contract specification page.

Eligible Portfolio – The investment portfolios available under the Option, one of which must be held in the Account. The elected Eligible Portfolio is shown on the Option contract specification page.

Former Eligible Portfolio – A previously permissible investment option no longer available for new Contract Owners under this Option.

Guaranteed Lifetime Income Payments – Annuity payments Nationwide makes under the Contract.

Guaranteed Lifetime Withdrawal Amount – The amount that can be withdrawn from the Account each Calendar year during the Withdrawal Phase without reducing the Guaranteed Lifetime Withdrawal Base. This amount is non-cumulative, meaning that it cannot be carried over from one year to the next. The initial Guaranteed Lifetime Withdrawal Amount is shown on the Option contract specification page.

Guaranteed Lifetime Withdrawal Base – The amount upon which the Guaranteed Lifetime Withdrawal Amount is calculated. The Guaranteed Lifetime Withdrawal Base may increase or decrease during the Accumulation and Withdrawal Phases. At the time this Option is purchased, the Guaranteed Lifetime Withdrawal Base is equal to the Account Value.

Guaranteed Lifetime Withdrawal Percentage – The percentage multiplied by the Guaranteed Lifetime Withdrawal Base to determine the Guaranteed Lifetime Withdrawal Amount. The Guaranteed Lifetime Withdrawal Percentage is 4% when the younger Annuitant and any Co-Annuitant reach the age of 55 and is 5% on the anniversary after the younger of the Annuitant and any Co-Annuitant reach age 65.

Income Phase – Triggered by certain events as described in this Option. The Account Value is transferred as Premium to Nationwide and Nationwide begins making Guaranteed Lifetime Income Payments.

Income Start Date – The date the Income Phase commences based on the terms of this Option. This date must be within one year of the Date of Issue.

Individual Retirement Account – A trust or custodial account described in Section 408 of the Code, established for the exclusive benefit of the Owner or the Owner's beneficiaries.

Minimum Account Value – The greater of:

1. the amount determined by the Asset Management Company, as shown on the Option contract specification page; or

2. the annual Guaranteed Lifetime Withdrawal Amount.

Minimum Account Value Eligible Portfolio – The Eligible Portfolio available only to Contract Owners who have reached the Minimum Account Value before the Withdrawal Start Date.

Premium – The amount that is in the Account when the Income Phase begins. This amount is transferred to Nationwide when the Income Phase begins and is applied to the Contract.

Option Anniversary – Any anniversary of the date Nationwide issues this Option.

Option Year – Any one-year period starting on the date Nationwide issues this Option.

Spousal Continuation Option – An election allowing a spouse to be named as a Co-Annuitant so that the Guaranteed Lifetime Withdrawal Amount will be paid during the lifetimes of the Annuitant and Co-Annuitant.

Valuation Date – Each day the New York Stock Exchange is open for business. The value of the Account is generally determined at the end of each Valuation Date, which is generally at 4:00 p.m. Eastern Time, but may be earlier on certain days when the New York Stock Exchange is closed early.

Withdrawal Phase – Anytime after the younger Annuitant and any Co-Annuitant reaches the age of 55, the Contract Owner may elect to begin the Withdrawal Phase. Once the Contract is in the Withdrawal Phase, annual withdrawals may be taken up to Guaranteed Lifetime Withdrawal Amount from the Account without reducing the Guaranteed Lifetime Withdrawal Base and any potential Guaranteed Lifetime Income Payments. During the

Withdrawal Phase no assets are held or managed by Nationwide in this Option.

Withdrawal Start Date – The date the Annuitant and Co- Annuitant, if any, is eligible in this Option and notifies Nationwide to begin taking annual withdrawals of the Guaranteed Lifetime Withdrawal Amount from the Account.

ACCUMULATION PHASE

Guaranteed Lifetime Withdrawal Base

The initial original Guaranteed Lifetime Withdrawal Base is the Account Value when this Option is purchased. The Guaranteed Lifetime Withdrawal Base can increase or decrease.

Nationwide calculates the annual Option Fee based upon the Guaranteed Lifetime Withdrawal Base. Any increases or decreases to the Guaranteed Lifetime Withdrawal Base will increase or decrease the Fee in the same manner.

Increases to the Guaranteed Lifetime Withdrawal Base During the Accumulation Phase

The Guaranteed Lifetime Withdrawal Base can be increased in two ways:

Additional Deposits to the Account

Nationwide will automatically increase the Guaranteed Lifetime Withdrawal Base by the amount of additional deposits the Contract Owner makes to the Account.

Annual Benefit Base Review

On each Option Anniversary during the Accumulation Phase, Nationwide will conduct an Annual Benefit Base Review to see if the Contract Owner is eligible for an increase to the Guaranteed Lifetime Withdrawal Base. The Guaranteed Lifetime Withdrawal Base will be set equal to the greatest of:

- (a) the current Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base;
- (b) the Account Value as of the Option Anniversary; or
- (c) the Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base, plus 5% of the original Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base, for each attained Option Anniversary.

Upon written request Nationwide will cancel the Annual Benefit Base Review.

Decreases to the Guaranteed Lifetime Withdrawal Base During the Accumulation Phase

Nationwide will not reduce the Guaranteed Lifetime Withdrawal Base due to market performance.

Nationwide will only reduce the Guaranteed Lifetime Withdrawal Base during the Accumulation Phase if the Contract Owner makes an early withdrawal from the Account.

Early Withdrawal

An early withdrawal is any withdrawal the Contract Owner makes prior to the Withdrawal Start Date.

Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b), where:

- (a) = the dollar amount of the early withdrawal; and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the early withdrawal;
 - B = the Account Value on the date of the early withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the early withdrawal.

Account Value reaches Minimum Account Value before Withdrawal Start Date

If the Account Value reaches the Minimum Account Value before the Withdrawal Start Date, the Contract Owner has three options:

1. Add more money to the Account Value to bring the Account Value above the Minimum Account Value; or
2. Terminate the Option and Contract; or
3. Transfer the Account Value to the Minimum Account Value Eligible Portfolio. All of the other terms and conditions of this Option remain the same.

WITHDRAWAL PHASE

Increases to the Guaranteed Lifetime Withdrawal Base During the Withdrawal Phase

The Withdrawal Phase will not begin unless and until the Annuitant and any Co-Annuitant reaches the age of 55 must elect to begin the Withdrawal Phase. The

Guaranteed Lifetime Withdrawal Base can be increased in the Withdrawal Phase during the Annual Benefit Base Review.

On each Option Anniversary during the Withdrawal Phase, Nationwide will conduct an Annual Benefit Base Review to see if the Contract Owner is eligible for an increase to the Guaranteed Lifetime Withdrawal Base. The Guaranteed Lifetime Withdrawal Base will be set equal to the greater of:

- (a) the current Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base; or
- (b) the Account Value as of the Option Anniversary.

Upon written request Nationwide will cancel the Annual Benefit Base Review.

Decreases to the Guaranteed Lifetime Withdrawal Base During the Withdrawal Phase

Nationwide will not reduce the Guaranteed Lifetime Withdrawal Base due to market performance.

Nationwide will only reduce the Guaranteed Lifetime Withdrawal Base in the Withdrawal Phase if the Contract Owner makes an excess withdrawal from the Account.

Excess Withdrawal

An excess withdrawal is any withdrawal taken after the Withdrawal Start Date that, during any calendar year, exceeds the Guaranteed Lifetime Withdrawal Amount. Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b) where:

- (a) = the dollar amount of the excess withdrawal (the amount withdrawn during any calendar year in excess of the Guaranteed Lifetime Withdrawal Amount); and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the excess withdrawal;
 - B = the Account Value on the date of the excess withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the excess withdrawal.

If the Contract is owned by an IRA, withdrawals necessary to satisfy the minimum distribution requirements as set forth in Section 408(b)(3) of the Internal Revenue Code shall not be considered to be Early Withdrawals or Excess Withdrawals, regardless of the age of the spouse.

Withdrawal Exception

Withdrawals up to a certain amount can be deducted from the Account each calendar quarter to pay for advisory and other service fees associated with the Account without being considered Early Withdrawals/Excess Withdrawals, as applicable (“Withdrawal Exception”). Currently, the maximum amount of the Withdrawal Exception is indicated on the Option contract specification page.

If the actual fees for advice and other services exceed the Withdrawal Exception, and the Contract Owner withdraws the entire fee amount from the Account, the amount withdrawn above the Withdrawal Exception will be considered an Early Withdrawal/Excess Withdrawal, as applicable, and will reduce the Guaranteed Lifetime Withdrawal Base.

INCOME PHASE

If and when any of the following triggering events occurs, the Contract will be eligible to begin the Income Phase:

- After the Withdrawal Start Date, the Account Value falls below the greater of the Minimum Account Value or the Guaranteed Lifetime Withdrawal Amount; or
- The Account Value is invested in a Minimum Account Value Eligible Portfolio, and the Contract Owner reaches the Withdrawal Start Date; or
- The Contract Owner, after reaching eligibility for or establishes the Withdrawal Start Date, affirmatively elects to begin the Income Phase.

For Contracts owned by an IRA, the Co-Annuitant for whom the IRA was established shall not be precluded from entering the Income Phase if a triggering event occurs, regardless of the age of their spouse.

After a triggering event occurs, Nationwide will notify the Annuitant. If the Annuitant has not notified Nationwide within 90 days after notice that the Annuitant wishes to enter the Income Phase, Nationwide will assume that the Annuitant does not wish to enter the Income Phase, and the Contract will terminate.

If and when the Contract Owner elects to begin the Income Phase, the Account will then be closed with the Asset Management Company and any remaining Account Value will be transferred to the Contract. At this time, Nationwide will begin making annual Guaranteed Lifetime Income Payments to the Annuitant or to the Co-Annuitant, if the Spousal Continuation Option, described herein, is elected. The amount of the Guaranteed Lifetime Income Payments will be based upon the most recent Guaranteed Lifetime Withdrawal Base and the Guaranteed Lifetime Withdrawal Percentage.

Terms and Conditions of the Contract

Nationwide can change certain terms and conditions of the Contract. These terms and conditions are: determination of a permissible Eligible Portfolio and changes to the contract Fee percentage associated with an Eligible Portfolio.

If Nationwide changes one or more terms and conditions of the Contract after it is issued, the change will not apply to the Contract unless the Contract Owner agrees to such change. The Contract Owner's acceptance or rejection of any such change will impact the Annual Benefit Base Review which, as of the effective date of the change of terms and conditions, will no longer be automatic. Rather, in order for the Annual Benefit Base Review to occur, the Contract Owner must consent to have the change in terms and conditions applied to the Contract.

If the Contract Owner accepts the new terms and conditions associated with the Contract, Nationwide will conduct an Annual Benefit Base Review at the time of the Contract Owner's next Option Anniversary.

If the Contract Owner refuses to accept the terms and conditions or Nationwide does not receive the Contract Owner's election to accept the terms and conditions change within 60 days after the day Nationwide sends notification to the Contract Owner, the new terms and conditions of the Contract will not apply to the Contract. The Guaranteed Lifetime Withdrawal Base will stay at the same value as of the most recent Option Anniversary and the Contract Owner will no longer have an Annual Benefit Base Review. However, if the Contract Owner submits additional deposits to the Account, the Contract Owner will receive a dollar for dollar increase to the Guaranteed Lifetime Withdrawal Base. Once a terms and conditions change is declined, the Contract Owner will no longer be permitted to accept any other terms and conditions change or reinstate the Annual Benefit Base Review.

Spousal Continuation Option

The Contract Owner may elect the Spousal Continuation Option offered with this Option. The Guaranteed Lifetime Withdrawal Amount will be paid during the joint lives of the Annuitant and Co-Annuitant.

For the benefits associated with the Spousal Continuation Option, Nationwide will deduct an annual fee of up to 0.30% of the current value of the Guaranteed Lifetime Withdrawal Base. The Fee is shown on the Option contract specification page.

In order to take advantage of this additional benefit the following will apply.

1. The Spousal Continuation Option must be elected at the time the Option is purchased, and the younger spouse must be 80 or younger, while the older spouse must be 84 or younger.
2. Both spouses must own the Account and be Co-Annuitants of the Contract. For Contracts issued to IRAs and Roth IRAs, both spouses must be named as Co-Annuitants and the spouse for whom the IRA or Roth IRA was established must name their spouse the sole beneficiary of the Account.
3. For events prior to the Withdrawal Start Date, such as if the marriage terminates due to divorce, dissolution or annulment, or if a Co-Annuitant dies, Nationwide will remove the Spousal Continuation Option from the Contract upon written request and evidence of the marriage termination or death that is satisfactory to Nationwide. After removal of the Spousal Continuation Option, the Fee will not be charged. Once the Spousal Continuation Option is removed from the Contract, the Spousal Continuation Option may not be reelected or added to cover a subsequent spouse.
4. For events on or after the Withdrawal Start Date, such as if the marriage terminates due to divorce, dissolution or annulment, or if a Co-Annuitant dies, the Spousal Continuation Option will not be removed from the Contract. The remaining owner of the Contract will continue to be charged the Fee for the Spousal Continuation Option. Upon notification from the remaining owner of the Contract in a form acceptable to Nationwide, the remaining owner's former

spouse will no longer be eligible to receive withdrawals.

5. For Contracts with non-natural owners (other than IRAs), one spouse must be named as the Annuitant and the other spouse must be named as the Co-Annuitant.
6. Upon either Co-Annuitant's death, the surviving spouse must keep the Account open and comply with all of the requirements of this Contract.
7. If the Contract Owner enters the Income Phase of the Contract, both the Contract Owner and spouse must be named primary beneficiaries of the Contract at that time to ensure the Guaranteed Lifetime Income Payments will continue for both lives.

Suspension of the Option

Nationwide may suspend any increases to the Guaranteed Lifetime Withdrawal Base and the Option will be subject to termination if any of the following events occur:

- The Contract Owner does not comply with all provisions of this Option, including, but not limited to, the requirement that the Contract Owner invest 100% of the assets in the Account in an Eligible Portfolio or Former Eligible Portfolio and remain invested as required by the Eligible Portfolio or Former Eligible Portfolio, and the requirement that the Contract Owner execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee; or
- The Account value falls below the Minimum Account Value; or
- The Asset Management Company listed on the Option contract specification page no longer manages any Eligible Portfolios or Former Eligible Portfolios; or
- The Contract Owner makes an additional deposit to the Account when the Account already exceeds \$2,000,000 in total gross deposits, or if the Contract Owner makes an additional deposit to the Account that causes the Account to exceed \$2,000,000 in total gross deposits.

If one of the suspension events occurs, Nationwide will provide the Contract Owner with a suspension notice indicating what exactly is triggering the suspension. The purpose of this suspension notice is to give the Contract Owner the opportunity to cure the issue that has triggered the suspension. If the

Contract Owner takes corrective action within the cure period, as stated on the Option contract specification page, in a manner acceptable to Nationwide, the suspension will be lifted.

If the Contract Owner does not cure the issue within the cure period Nationwide will terminate this Option and the Contract.

Suspension because Asset Management Company no longer manages any Eligible Portfolios:

If the Asset Management Company no longer manages any Eligible Portfolios or Former Eligible Portfolios, the purpose of the suspension notice is to give the Contract Owner the opportunity to preserve the guarantees under the Option. The Contract Owner can accomplish this in two ways:

- 1) by transferring the Account Value to another asset management company approved by Nationwide; or
- 2) by transferring the assets in the Account to an annuity contract that Nationwide, or one of its affiliates, offer.

For 1) above, Nationwide must have entered into a written agreement with the new asset management company with respect to eligible portfolios and administration of the Account. Additionally, the value of the guarantees transferred will be equal to the Guaranteed Lifetime Withdrawal Base on the Valuation Date of the transfer.

For 2) above, the amount transferred to the new annuity contract will be equal to the Guaranteed Lifetime Withdrawal Base on the Valuation Date of the transfer.

Termination of the Option

Nationwide may terminate this Option and the Contract if the Contract Owner fails to cure the cause of a Contract suspension within the suspension cure period.

Contract Provisions Modified by the Option

The definitions for Beneficiary and Contingent Beneficiary in the **DEFINITIONS** section of the Contract are hereby deleted and replaced with the following:

Beneficiary – The person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The definitions of Commuted Value, Income Start Date, Individual Retirement Annuity, Joint Annuitant and Payee are hereby deleted. Any reference to "Joint Annuitant" throughout the Contract shall mean "Co-Annuitant"

The "Assignment" subsection of the **GENERAL PROVISIONS** section is hereby deleted. The second paragraph of the "Return of Contract During Right to Examine and Cancel Period" subsection is hereby deleted.

Under the **PARTIES TO THE CONTRACT** section, the "Contract Owner" subsection is hereby deleted and replaced with the following:

The person who possesses all rights under the Contract. All references to Owner shall include Joint Owner and all references to Joint Owner shall include Owner unless the context clearly indicates otherwise.

The "Annuitant/Joint Annuitant" section is hereby renamed the "Annuitant/Co-Annuitant" section and the second paragraph of this section is deleted and replaced with the following:

For a Contract that is issued to an IRA, the individual for who the IRA was established must be the Annuitant and the entire interest of the Annuitant in the Contract is nonforfeitable. For any such Contract, if a joint and survivor income option is elected, the Co-Annuitant must be the spouse of the Annuitant.

The "Payee" subsection is hereby deleted, and any remaining reference to the term "Payee" is replaced with "Annuitant."

The first sentence following the "Beneficiary" section of the Contract under "Ownership Provisions" is hereby deleted and replaced with the following:

The Beneficiary is the person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The second paragraph in the "Single Purchase Payment" subsection of the **PURCHASE PAYMENT PROVISIONS** section is hereby deleted.

The **INCOME OPTIONS** section of the Contract is hereby deleted and replaced with the following:

INCOME OPTIONS

Any annuity income option not set forth in the Contract which is satisfactory to both Nationwide and the Owner may be selected. Options available for Contracts issued to IRAs may be limited based on the age of the Annuitant (and Co-Annuitant, if applicable) and distribution requirements under the Code.

Single Life

Guaranteed Lifetime Income Payments will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Joint and Last Survivor

Annuity Payments will be paid during the lifetime of the Annuitant and Co-Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant and Co-Annuitant.

The **COST OF LIVING ADJUSTMENT** subsection is hereby deleted.

The third paragraph of the "Frequency and Amount of Payments" subsection of the **ANNUITY BENEFITS** section is hereby deleted, and the "Commutation of Annuity Payments" subsection is hereby deleted.

Under the **REQUIRED DISTRIBUTION PROVISIONS** Section, the last paragraph of the "**Required Distribution - Non-Qualified Contracts**" Section is hereby deleted and replaced with the following:

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Code Section 72(s) by reason of Section 72(s)(5) or any other law or rule. Such contracts include, but are not limited to, any Contract issued to an IRA.

The "**Required Distribution - IRAs**" Section is hereby deleted.

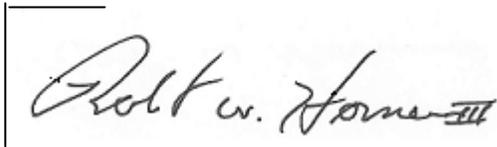
The **DEATH PROVISIONS PRIOR TO THE INCOME START DATE** section is hereby deleted.

The Death of Annuitant subsection under the **DEATH PROVISIONS AFTER THE INCOME START DATE** section is hereby deleted and replaced with the following:

Death of Annuitant

If the Annuitant dies after the Income Start Date, and there is no Co-Annuitant, this Contract will terminate and any remaining Premium shall be paid to the Beneficiary. Nationwide will make payments to the Beneficiary in the same frequency as the Account Phase in the amount equal to the Guaranteed Lifetime Withdrawals until the remaining Premium amount has been paid.

Executed for Nationwide by:



Secretary



President

SUPPLEMENTAL OPTION CONTRACT SPECIFICATIONS PAGE

CUSTOMER INFORMATION

Contract Owner: [John Q. Doe]
Joint Contract Owner: [Jane M. Doe]
Annuitant: [John Q. Doe]
[Co-Annuitant:]: [Jane M. Doe]
Contract Number: [01-000000000]
Date Of Issue: [March 1, 2009]
Plan Type: Non-Qualified

ELIGIBILITY TO PURCHASE OPTION

Asset Management Company: [Asset Management Company]
Eligible Account Value: [\$50,000]
Minimum Account Value: [\$0 - \$100,000]
Suspension Cure Period: [90 days]

SPOUSAL CONTINUATION OPTION

Spousal Continuation Option* [0.30%] [Yes/No]

*With Spousal – the minimum age of the younger Co-Annuitant is 45, the younger Co-Annuitant must not be older than 80, and the older Co-Annuitant must not be older than 84.

Without Spousal – the minimum age of the Annuitant is 45 and the maximum age is 75.

SUMMARY OF ACCOUNT

Account Value Upon Purchase: [\$50,000 - \$2,000,000]

Eligible Portfolio Selected

[Select UMA Model 1 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 2 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 3 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 4 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 5 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 6 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 1 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 2 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 3 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 4 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 5 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 6 w/ Municipal Bonds]	Fee: [0% - 1.75%]*

Guaranteed Lifetime Withdrawal Percentages:

[Age 55 to 64]	4%
[Age 65 and over]	5%

Initial Guaranteed Lifetime Withdrawal Amount: [\$2,500 - \$200,000]

Maximum Withdrawal Exception [0% - 3%]

*The Fee noted above is deducted on a quarterly basis in addition to any charges that are imposed in connection with advisory, custodial and other services or charges imposed by the asset management company for any mutual funds or other investments that comprise the Account. The Fee will not increase for the first two years of owning the Contract, above the percentage that was in place at the date of issuance of the Contract. After the second Contract Anniversary, a change in the Fee percentage will be considered a terms and conditions change.



1. Account Information - Accumulation Phase

1a. Select UMA Account Number

123456789

(This is the account where the assets to be insured are held.)

1b. Account Registration Type *Must specify by checking a box.*

Non-Qualified

SEP IRA

IRA

SIMPLE IRA

Roth IRA

2. Parties to the Contract *Please print.*

2a. Contract Owner *(Contract Owner must be between the age of 45 and 75.)*

First Name: John

MI: Q

Last Name: Doe

Trust Name (if applicable):

Trustee Name(s) (if applicable):

Date of Birth: 01/01/1956

Sex: M F

Soc. Sec. No. or Tax ID: 1 2 3 4 5 6 7 8 9

Street: 123 Anystreet

City: Anycity

State: Anystate

ZIP: 12345

2b. Joint Contract Owner *(Joint Owner must be between the age of 45 and 75.) Limited to spouses except in HI and VT.*

First Name: Jane

MI: M

Last Name: Doe

Date of Birth: 12/01/1961

Sex: M F

Soc. Sec. No. or Tax ID: 987 - 65 - 4321

Address: Same address as owner

Street:

City:

State:

ZIP:

2c. Annuitant *Same as owner unless owned by a Custodian or a Trust. Complete only if different than Contract Owner. (Annuitant must be between the age of 45 and 75.)*

First Name:

MI:

Last Name:

Date of Birth:

Sex: M F

Soc. Sec. No. or Tax ID: - -

Address: Same address as owner

Street:

City:

State:

ZIP:



3. Contract Options

3a. Spousal Continuation Option



Please select one Option. If an Option is not elected, Nationwide will default to NOT electing this Option. If this Option is elected, please provide your spouse's information.

I elect this Option

By electing the Spousal Continuation Benefit, you are accepting additional charges and naming your spouse as a Joint Determining Life. (Younger Spouse must be 80 or younger. Older Spouse must be 84 or younger.) Please note that the ability to begin Guaranteed Lifetime Withdrawals is based on the age of the younger spouse.

I DO NOT elect this Option (This option can NOT be added at a later date.)

3b. Spousal Information/Co-Annuitant (Younger Spouse must be 80 or younger. Older Spouse must be 84 or younger.) With Spousal Continuation, both spouses will be primary beneficiaries.

First Name: MI: Last Name:
 Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:
 Address: Same address as owner Street:
 City: State: ZIP:

4. Eligible Portfolios

Select only **one** Eligible Portfolio. You may switch to another Eligible Portfolio, but your Account Value must always remain invested in an Eligible Portfolio to maintain the benefits and Guarantee associated with the Contract.

- Select UMA Model 1
- Select UMA Model 2
- Select UMA Model 3
- Select UMA Model 4
- Select UMA Model 1 (with Municipals)
- Select UMA Model 2 (with Municipals)
- Select UMA Model 3 (with Municipals)
- Select UMA Model 4 (with Municipals)



5. State Disclosures

Notice to AR, CO, KY, LA, ME, NM, OH and TN Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Notice to DC Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to OK Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact

material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to WA Residents Only: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Notice to MA Residents Only: You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

6. Contract Owner Signatures and Authorizations

Yes No **Do you have existing life insurance or annuity contracts?**

Yes No **Will the applied for Contract replace any existing life insurance or annuity contracts?**



If you answered "yes" to EITHER question above, your state may require NAIC replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC replacement forms.

Yes No **Are you a U.S. Citizen? If No, Country of Citizenship**

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete. I acknowledge that I have received and understand the current prospectus for this individual single premium immediate fixed income Contract.

I have been advised to consult with a tax professional concerning the taxation of any annuity payments that I may receive under the contract.

I understand that Nationwide may suspend or terminate any benefits under the Supplemental Option if I do not keep the assets in my Account invested in an Eligible Portfolio.

I understand that I must execute an agreement with The Asset Management Company to provide the deduction and remittance of the Fee.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application, **Contract and Supplemental Option**. If you have any questions, ask your Registered Representative BEFORE you sign this application.



**Contract Owner/
Trustee(s)
Must Sign Here:**

John Q. Doe

Joint Contract Owner Signature (if any): Jane M. Doe

State In Which Application Was Signed: Date:

Contract Owner's Daytime Phone Number:

Contract Owner's E-mail Address:



7. Registered Representative* Information

7a. Primary Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:

Phone:

E-mail:

Broker/Dealer Name:

SSN #: (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature:

Florida License Identification #: (Florida Agents only):

* Registered Representatives are Insurance Agents.

7b. Additional Registered Representative* Information *(Please print.)*

- Yes No Are you aware of any existing annuities or insurance owned by the applicant?
 Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:

Phone:

E-mail:

Broker/Dealer Name:

SSN #: (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature:

Florida License Identification #: (Florida Agents only):

* Registered Representatives are Insurance Agents.



This Application and Acknowledgment completes the Contract Owner's purchase and receipt of the above-referenced Contract. Please verify that the information is correct and *carefully read* and sign where indicated.

CONTRACT INFORMATION

Product Name: [Select Retirement]
Date of Issue: [March 1, 2009]

Contract Number: [12-34567890]
Contract Type: [Non-Qualified]

Account Registration Type Must specify by checking a box.
[Non-Qualified] [SEP IRA] [IRA]
[SIMPLE IRA] [Roth IRA]

Account to be Guaranteed []

Contract Owner or Trust Information

Name: [John A. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [123-45-6789]
Birth Date: [January 1, 1956]
Gender: [Male]

Joint Contract Owner

Name: [Jane B. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [987-65-4321]
Birth Date: [December 1, 1961]
Gender: [Female]

Annuitant Information

Name: [John A. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [123-45-6789]
Birth Date: [January 1, 1956]
Gender: [Male]

Spousal Continuation Option

Please select one Option. If an Option is not elected, Nationwide will default to NOT electing this Option. (This option can NOT be added at a later date.)

[I elect this option] [I DO NOT elect this option]

By electing the Spousal Continuation Benefit, you are accepting an additional maximum fee equal to an annual rate of 0.30%. Please note that the ability to begin Guaranteed Lifetime Withdrawals is based on the age of the younger spouse.

Spousal Information/Co-Annuitant (Younger spouse must be age 81 or younger. Older spouse must be younger than 84.) With Spousal Continuation, both spouses will be primary beneficiaries.

Name: [Jane B. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [987-65-4321]
Birth Date: [December 1, 1961]
Gender: [Female]

Contract Options

[Spousal Continuation Option]

Eligible Portfolio Selected

Select only **one** Eligible Portfolio. You may switch to another Eligible Portfolio, but your Account Value must always remain invested in an Eligible Portfolio to maintain the benefits and Guarantee associated with the Contract.

[Select UMA Model 1 w/o Municipal Bonds
Select UMA Model 2 w/o Municipal Bonds
Select UMA Model 3 w/o Municipal Bonds
Select UMA Model 4 w/o Municipal Bonds]

[Select UMA Model 1 w/ Municipal Bonds
Select UMA Model 2 w/ Municipal Bonds
Select UMA Model 3 w/ Municipal Bonds
Select UMA Model 4 w/ Municipal Bond]

Remarks

NOTICE TO AR, CO, KY, LA, ME, NM, OH AND TN RESIDENTS ONLY:

Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

NOTICE TO DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO PR RESIDENTS ONLY: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If extenuating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

CONTRACT OWNER SIGNATURES and AUTHORIZATIONS

Do you have existing life insurance or annuity contracts? Yes No (please circle one)

Will the applied for Contract replace any existing life insurance or annuity contracts? Yes No (please circle one)

Are you a U.S. Citizen? [Yes] [No] (Please circle one.) If No, please list Country of Citizenship {Any Country}

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$2 million in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete. I acknowledge that I have received and understand the current prospectus for this individual single premium immediate fixed income Contract.

I have been advised to consult with a tax professional concerning the taxation of any annuity payments that I may receive under the contract.

I understand that Nationwide may suspend or terminate any benefits under the Supplemental Option if I do not keep the assets in my Account invested in an Eligible Portfolio. I understand that I must execute an agreement with the Asset Management Company to provide the deduction and remittance of the Fee.

NOTICE TO FLORIDA RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any Company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application, **Contract and Supplemental Option**. If you have any questions, ask your Registered Representative BEFORE you sign this application.

Contract Owner John A. Doe 03/01/09 Joint Owner Jane B. Doe 03/01/09
(Signature) (Date) (Signature) (Date)

State in which the Contract was signed: [Anystate] Date: [03/05/2009]

REGISTERED REPRESENTATIVE INFORMATION

Registered Representative¹: Thomas A. Moore 03/01/09 Firm Name: ABC Brokerage
(Signature) (Date)

Print Reg. Rep. Name: Thomas A. Moore Phone No.: (555) 555-0505
Broker/Dealer Name: _____ SSN: _____ (Not required if broker dealer name is provided)

Address: 444 Anystreet
Anycity, Anystate 12345-6789

Florida License Identification #: (Florida Agents only): _____

¹Registered Representatives are Insurance Agents.

SERFF Tracking Number: NWFA-126079012 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 41882
 Company Tracking Number: IAC-0103AO
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Select Retirement (Smith Barney Income Promise Select)
 Project Name/Number: Select Retirement (Smith Barney Income Promise Select)/

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR Readability Cert.pdf		

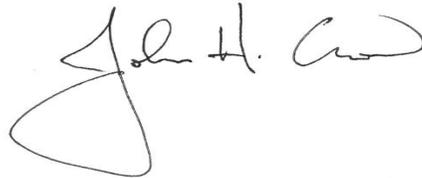
	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The applications being used are submitted under the Form Schedule Tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variables		
Comments:		
Attachment: Memorandum of Variables AO.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance		
Comments:		
Attachment: AR Cert of Compliance Reg 19.pdf		

Certification

This is to certify that the attached Contract, Option, and 2 Applications
Form Nos. IAC-0103AO, IAR-0101AO, IAA-0114AO, IAA-0108AO, and IAA-0109AO have achieved a
Flesch Reading Score of 53.4; 51.8; 50.2; 50.2; and 50.1 respectively and complies with the requirements
of Ark. Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and Disability Insurance Policy Language
Simplification Act.



Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Life and Annuity Insurance Company
Name of Company

03-20-09
Date

MEMORANDUM OF VARIABLES

Language bracketed as variable, unless otherwise specified, will not be subject to change. Brackets denote the language will either be inserted verbatim or not included as applicable.

Contract (IAC-0103AO)

Nationwide officers' signatures are bracketed as they change over time.

Contract Specifications Page (IAB-0113AO)

The bracketed items on the Contract Specifications Pages are customized for each contract based on the information provided by the contract owner at time of application.

Option (IAR-0101AO)

Nationwide officers' signatures are bracketed as they change over time.

Applications (IAA-0108AO and IAA-0114AO)

The post office box and zip code found in the address are bracketed as well as the phone number, because these items may change over time.

The product identifier number in the bottom right-hand corner is bracketed as other proprietary relationships may decide to market this product.

Electronic New Business Application (IAA-0109AO)

The post office box and zip code found in the address are bracketed as well as the phone number, because these items may change over time.

Supplemental Option Contract Specifications Page (IAB-0111AO)

Issuing Information - The bracketed items on the data page are customized for each contract based on the information provided by the contract owner at time of application.

CUSTOMER INFORMATION

Co-Annuitant: This information will only be displayed on the data page if a Co-Annuitant is selected.

ELIGIBILITY TO PURCHASE OPTION

Asset Management Company:	Will reflect the asset management company chosen
Eligible Account Value:	\$50,000 or more
Minimum Account Value	\$0 is the minimum and \$100,000 is the maximum value.
Suspension Cure Period:	Maximum of 90 days.

SPOUSAL CONTINUATION OPTION

Spousal Continuation Option	The contract owner's decision to either include this option or not will be reflected by a Yes or No, will. In addition, the fee will reflect that decision.
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SUMMARY OF ACCOUNT

Account Value Upon Purchase:	\$50,000 is the minimum and \$2,000,000 is the maximum value permitted in the Account when this Option is purchased.
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Eligible Portfolio:	Only the Portfolio elected by the Contract Owner will display on the Data Page.
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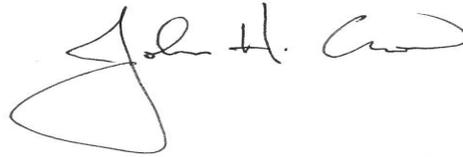
- Fee:** 0% is the minimum and 1.75% is the maximum fee that will be charged in accordance with the option.
- Guaranteed Lifetime Withdrawal Percentages:** The Option elected (with or without Spousal Continuation) will display on the Data Page. 4% is the maximum between the ages of 55 - 64 and 5% is the maximum for age 65 and older.
- Initial Guaranteed Lifetime Withdrawal Amount:** The Initial Guaranteed Lifetime Withdrawal Amount is determined by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentages.
- Maximum Withdrawal Exception:** 0% is the minimum and 3% is the maximum percentage permitted.

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) IAC-0103AO, IAB-0113AO, IAA-0114AO,
IAR-0101AO, IAB-0111AO, IAA-0108AO, IAA-0109AO

We certify that these form(s) comply with Regulation 19s10B, as well as all applicable requirements of the Department.

So certified this 20th day of March, 2009.



Signature

John H. Crow, Associate Vice President

Officer and Title

Nationwide Life and Annuity Insurance Company

Name of Company