

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-0181AO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: L.inc 7% Option and Contracts SERFF Tr Num: NWFA-127883052 State: Arkansas

Filing

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved- Closed State Tr Num: 50505

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: VAR-0181AO

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Amy Burchette, Angela D. Cox, Jenny Christiansen, Grace Holland, Leonja Merritt, Darcy L. Spangler, Gayla Pace, Melanie Davis, Clara Pollard

Disposition Date: 01/05/2012

Date Submitted: 12/16/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 03/12/2012

Implementation Date:

State Filing Description:

General Information

Project Name:

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

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/05/2012

State Status Changed: 01/05/2012

Deemer Date:

Created By: Jenny Christiansen

Submitted By: Jenny Christiansen

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

Lifetime Income (L.inc) 7% Option: VAR-0181AO

SERFF Tracking Number: NWFA-127883052 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
Company Tracking Number: VAR-018IAO
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
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One Month Enhanced Death Benefit Option: VAR-0147AO.1
One Year Enhanced Death Benefit Option: VAR-0146AO.1
Combination Enhanced Death Benefit Option: VAR-0145AO.1

Waddell & Reed Advisors Select Preferred 2.0
Contract: VAC-0121AOCV.1
Contract Specifications Page: VAB-0140AO.2
Application: VAA-0126M3.3
One Month Enhanced Death Benefit Option: VAR-0165AO.1
One Year Enhanced Death Benefit Option: VAR-0166AO.1
Combination Enhanced Death Benefit Option: VAR-0168AO.2
Five Year Enhanced Death Benefit Option: VAR-0167AO.1
Fixed Account Endorsement: VAZ-0176AO.1

Nationwide Destination All American Gold 2.0
Contract: VAC-0126AOCV.1
Contract Specifications Page: VAB-0154AO.2
Application: VAA-0137M3.2
Fixed Account Endorsement: VAZ-0178AO.1

Nationwide Destination Navigator 2.0
Contract: VAC-0120AOCV.2
Contract Specifications Pages: VAB-0138AO.4-4YR and VAB-0138AO.4-7YR
Application: VAA-0123M3.4
Lifetime Income (L.inc) 5% Option: VAR-0169AO.2

Nationwide Destination L 2.0
Contract: VAC-0116AOCV.2
Contract Specifications Page: VAB-0134AO.4
Application: VAA-0118M3.5

Nationwide Destination B 2.0
Contract: VAC-0117AOCV.1
Contract Specifications Page: VAB-0137AO.2
Application: VAA-0122M3.3

Nationwide Destination EV 2.0
Contract: VAC-0118AOCV.1

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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
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Contract Specifications Page: VAB-0136AO.2

Application: VAA-0121M3.3

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). Nationwide will begin utilizing these forms March 12, 2012 or upon approval of the Department. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

Optional Rider

Lifetime Income (L.inc) 7% Option

Lifetime Income (L.inc) 7% Option VAR-0181AO is new and will not replace any existing form. This option will be used with the Waddell & Reed Advisors Select Preferred 2.0, Nationwide Destination All American Gold 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination L 2.0, Nationwide Destination B 2.0, and Nationwide Destination EV 2.0 products listed above.

If elected, this option is irrevocable. The purpose of the guaranteed withdrawal benefit provided under this option is to provide security through an available Lifetime Withdrawal Amount for the Determining Life, and, if applicable, the Joint Determining Life. Therefore, the option will terminate upon assignment or a change in ownership of the contract unless the new assignee or contract owner meets the qualifications specified in item 4 of the Termination section of this option.

The option also allows a contract owner to request, on an annualized basis and during his or her lifetime, Surrenders based upon a percentage that corresponds to the age of the contract owner. The option is only available to contract owners between the age of 45 and 85 on the date it is issued. An optional Spousal Continuation Benefit is also available for election. The Spousal Continuation Benefit allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Lifetime Income Option. The Spousal Continuation Benefit can only be elected at the time the option is issued and may be discontinued based on certain named events as outlined in the option.

If the Lifetime Income (L.inc) 7% Option or any other Lifetime Income option is elected, the Fixed Account will only be available as the originating account for Dollar Cost Averaging for Living Benefits.

Waddell & Reed Advisors Select Preferred 2.0

Contract VAC-0121AOCV.1 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth

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IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0109AO (approved on 5/13/2005 (DOI # 28481)). The previous contract provided for Guaranteed Term Options. There options are no longer available and have been removed from the contract.

The submitted Contract Specifications Page and Application are new and will replace previously approved forms. These forms will be used with the submitted contract.

New Form	Form Replaced	Approval Date
VAB-0140AO.2	VAB-0100AO.7	9/29/2011
VAA-0126M3.2	VAA-0100AO.7	9/29/2011

Fixed Account Endorsement VAZ-0176AO.1 is new and will replace previously approved endorsement VAZ-0131AO (approved on 5/13/2005 (DOI # 28481)). As with the submitted contract, all references to Guaranteed Term Options have been removed.

The submitted death benefit options are new and will replace previously approved forms.

New Death Benefit	Death Benefit Being Replaced	Approval Date
VAR-0165AO.1	APO-6291	12/4/2002
VAR-0166AO.1	VAR-0100AO	12/15/2003
VAR-0167AO.1	VAR-0101AO	12/15/2003
VAR-0168AO.2	APO-6288	10/16/2002

Nationwide Destination All American Gold 2.0

Contract VAC-0126AOCV.1 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT), ORP 403(b). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0102AO (approved on 9/24/2004 (DOI # 27480)).

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The previous contract provided for Guaranteed Term Options. There options are no longer available and have been removed from the contract.

The submitted Contract Specifications Page and Application are new and will replace previously approved forms. These forms will be used with the submitted contract.

New Form	Form Replaced	Approval Date
VAB-0154AO.2	VAB-0101AO.9	9/29/2011
VAA-0137M3.2	VAA-0101AO.10	9/29/2011

Fixed Account Endorsement VAZ-0178AO.1 is new and will replace previously approved endorsement VAZ-0125AO (approved on 5/23/2005 (DOI # 29509)). As with the submitted contract, all references to Guaranteed Term Options have been removed.

Nationwide Destination Navigator 2.0

Contract VAC-0120AOCV.2 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT), ORP 403(b). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0120AOCV.1 (approved on 1/31/2011 (SERFF # NWFA-126983996)). This contract will utilized the Fixed Account Endorsement, VAZ-0174AO.1 (approved on 1/31/2011 (DOI # 47798)).

The submitted Contract Specifications Pages and Application are new and will replace previously approved forms. These forms will be used with the submitted contract.

New Form	Form Replaced	Approval Date
VAB-0138AO.4-4YR	VAB-0138AO.3-4YR	9/29/2011
VAB-0138AO.4-7YR	VAB-0138AO.3-7YR	9/29/2011
VAA-0123M3.4	VAA-0123AO.3	9/29/2011

Option VAR-0169AO.2 is a new form and will replace VAR-0169AO.1 (approved by the Department on 9/29/2011 (DOI # 49863)).

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Product Name: L.inc 7% Option and Contracts Filing
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If elected, this option is irrevocable. The purpose of the guaranteed withdrawal benefit provided under this option is to provide security through an available Lifetime Withdrawal Amount for the Determining Life, and if applicable the Joint Determining Life. Therefore, the option will terminate upon assignment or a change in ownership of the contract unless the new assignee or contract owner meets the qualifications specified in item 4 of the Termination section of this option.

The option also allows a contract owner to request, on an annualized basis and during his or her lifetime, Surrenders based upon a percentage that corresponds to the age of the contract owner. The option is only available to contract owners between the age of 45 and 85 on the date it is issued. An optional Spousal Continuation Benefit is also available for election. The Spousal Continuation Benefit allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Lifetime Income Option. The Spousal Continuation Benefit can only be elected at the time the option is issued and may be discontinued based on certain named events as outlined in the option.

If the Lifetime Income (L.inc) 5% Option or any other Lifetime Income (L) option is elected, the Fixed Account will only be available as the originating account for Dollar Cost Averaging for Living Benefits.

Nationwide Destination L 2.0

Contract VAC-0116AOCV.1 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT), ORP 403(b). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0116AOCV (approved on 10/22/2008 (SERFF # NWFA-125848465)). This contract will utilize the Fixed Account Endorsement, VAZ-0153AO (approved on 11/19/2009 (DOI # 40553)).

The submitted Contract Specifications Page and Application are new and will replace previously approved forms.

New Form	Form Replaced	Approval Date
VAB-0134AO.4	VAB-0134AO.3	9/29/2011
VAA-0118M3.5	VAA-0118AO.4	9/29/2011

Nationwide Destination B 2.0

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Contract VAC-0117AOCV.1 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT), ORP 403(b). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0117AOCV (approved on 9/9/2009 (DOI # 43417)). This contract will utilized the Fixed Account Endorsement, VAZ-0165AO (approved on 11/19/2009 (DOI # 44105)).

The submitted Contract Specifications Page and Application are new and will replace previously approved forms.

New Form	Form Replaced	Approval Date
VAB-0137AO.2	VAB-0134AO.1	9/29/2009
VAA-0122M3.3	VAA-0122AO.2	9/29/2009

Nationwide Destination EV 2.0

Contract VAC-0118AOCV.1 is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base contract is written for non-qualified issuance only. However, it may also be sold as an Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Beneficially Owned/Inherited IRA, Beneficially Owned/Inherited Roth IRA, Custodial Owned IRA, 401(a) (investment only), 401(k), Beneficially Owned Non-Qualified or Charitable Remainder Trust (CRT), ORP 403(b). When a contract is of a type other than non-qualified, the contract will be issued with the appropriate tax endorsement.

The contract being submitted for approval is new and will replace VAC-0118AOCV (approved on 6/30/2010 (SERFF # NWFA-126673028)). This contract will utilized the Fixed Account Endorsement, VAZ-0164AO (approved on 6/30/2010 (DOI # 46027)).

The submitted Contract Specifications Page and Application are new and will replace previously approved forms.

New Form	Form Replaced	Approval Date
VAB-0136AO.2	VAB-0136AO.1	9/29/2011
VAA-0121M3.3	VAA-0121AO.2	9/29/2011

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Product Name: L.inc 7% Option and Contracts Filing
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One Month Enhanced Death Benefit Option, One Year Enhanced Death Benefit Option, and Combination Enhanced Death Benefit Option*

These options are new and will replace previously approved forms. These options will be used with the Nationwide Destination All American Gold 2.0*, Nationwide Destination Navigator 2.0, Nationwide Destination L 2.0, Nationwide Destination B 2.0, and Nationwide Destination EV 2.0 products listed above.

New Death Benefit Death Benefit Being Replaced Approval Date
VAR-0145AO.1 VAR-0145AO 10/22/2008
VAR-0146AO.1 VAR-0146AO and VAR-0105AO 10/22/2008 and 3/2/2004
VAR-0147AO.1 VAR-0147AO and VAR-0106AO 10/22/2008 and 3/2/2004

*Please note: the Nationwide Destination All American Gold 2.0 Contract will utilize Option VAR-0168AO.2 (as well as Options VAR-0146AO.1 and VAR-0147AO.1) upon approval from the Department.

Previously approved forms

The following previously approved forms will be utilized with the Destination Suite specific contracts listed above.

VAZ-0149AO: Individual Retirement Annuity Endorsement
APO-6293: Roth Individual Retirement Annuity Endorsement
APO-6300: SIMPLE Individual Retirement Annuity Endorsement
APO-6295: Qualified Plan Endorsement

The following previously approved forms will be utilized with the Waddell & Reed Select Preferred contract listed above.

VAZ-0100AO.1: Individual Retirement Annuity Endorsement
VAZ-0101AO: Roth Individual Retirement Annuity Endorsement
VAZ-0102AO: SIMPLE Individual Retirement Annuity Endorsement
VAZ-0104AO: Qualified Plan Endorsement

The following previously approved forms will be utilized with both the Destination Suite specific and the Waddell and Reed Select Preferred contracts listed above.

APO-6284: Beneficiary Protector II Option
VAA-0125AO.1: Order Entry Application
VAA-0119AO.1: Electronic Format/Record Application

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VAZ-0142AO: Commuted Value Endorsement to Lifetime Income Option
VAZ-0146AO.1: Civil Union Endorsement
APO-6296: Charitable Remainder Trust Annuity Endorsement

APO-6301-1, Important Information for Contract Owners, will also be issued with all the submitted contracts.

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

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.

If you have questions regarding this filing, please contact me at 1-800-691-0023, ext. 9-5119 or via SERFF.

Company and Contact

Filing Contact Information

Jenny Christiansen, Specialist, Corporate Compliance christje@nationwide.com
PO Box 182455 800-691-0023 [Phone] 95119 [Ext]
1-09-V1 614-249-2112 [FAX]
Columbus, OH 43272-8921

Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 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: 31-4156830
(800) 691-0023 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$1,500.00
Retaliatory? No
Fee Explanation: 30 forms x \$50.00 per form = \$1500

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Company Tracking Number: VAR-0181AO
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
Project Name/Number: /
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$1,500.00	12/16/2011	54611174

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Company Tracking Number: VAR-0181AO
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/05/2012	01/05/2012

SERFF Tracking Number: NWFA-127883052 State: Arkansas
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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
Project Name/Number: /

Disposition

Disposition Date: 01/05/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-127883052 State: Arkansas
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 Company Tracking Number: VAR-018IAO
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Important Notice		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Certifications of Compliance		Yes
Form	Lifetime Income (L.inc) 7% Option		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract (Nationwide Destination All American Gold 2.0)		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Specifications Page (Nationwide Destination All American Gold 2.0)		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination All American Gold 2.0)		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination B 2.0)		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination B 2.0)		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination B 2.0)		Yes
Form	Combination Enhanced Death Benefit Option		Yes
Form	One Year Enhanced Death Benefit Option		Yes
Form	One Month Enhanced Death Benefit Option		Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination L 2.0)		Yes

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Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination L 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination L 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination EV 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination EV 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination EV 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination Navigator 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (Nationwide Destination Navigator 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Application (Nationwide Destination Navigator 2.0)	Yes
Form	Lifetime Income (L.inc) 5% Option	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract (W&R Adv Select Preferred 2.0)	Yes
Form	Individual Flexible Purchase Payment Variable Deferred Annuity Contract Spec Page (W&R Adv Select Preferred 2.0)	Yes
Form	Individual Flexible Purchase Payment	Yes

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	Variable Deferred Annuity Application (W&R Adv Select Preferred 2.0)	
Form	One Month Enhanced Death Benefit Option	Yes
Form	One Year Enhanced Death Benefit Option	Yes
Form	5 Yr Enhanced Death Benefit Option	Yes
Form	Combination Enhanced Death Benefit Option	Yes
Form	Fixed Account Endorsement (Nationwide Destination All American Gold 2.0)	Yes
Form	Fixed Account Endorsement (W&R Adv Select Preferred 2.0)	Yes

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Form Schedule

Lead Form Number: VAR-0181AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	VAR-0181AO	Policy/Cont Lifetime Income ract/Fratern (L.inc) 7% Option al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.600	L.inc 7 % Option - VAR-0181AO.pdf
	VAC-0126AOCV.1	Policy/Cont Individual Flexible ract/Fratern Purchase Payment al Variable Deferred Certificate Annuity Contract (Nationwide Destination All American Gold 2.0)	Revised	Replaced Form #: VAC-0102AO Previous Filing #: USPH-64ZRP2836	48.900	Contract - VAC-0126AOCV.1.pdf
	VAB-0154AO.2	Policy/Cont Individual Flexible ract/Fratern Purchase Payment al Variable Deferred Certificate: Annuity Contract Amendmen Specifications Page t, Insert (Nationwide Destination All Endorseme American Gold 2.0) nt or Rider	Revised	Replaced Form #: VAB-0101AO.9 Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0154AO.2.pdf
	VAA-0137M3.2	Application/Individual Flexible Enrollment Purchase Payment Form Variable Deferred Annuity Application (Nationwide Destination All	Revised	Replaced Form #: VAA-0101AO.10 Previous Filing #: 49863	0.000	Application - VAA-0137M3.2.pdf

SERFF Tracking Number: NWFA-127883052 State: Arkansas
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 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

Policy/Contract	Description	Status	Replaced Form #	Amount	Document
VAC-0117AOCV.1	American Gold 2.0 Policy/Contract/Individual Flexible Purchase Payment Variable Deferred Certificate Annuity Application (Nationwide Destination B 2.0)	Revised	Replaced Form #: VAC-0117AOCV Previous Filing #: NWFA-126271171	45.500	Contract - VAC-0117AOCV.1.pdf
VAB-0137AO.2	Policy/Contract/Individual Flexible Purchase Payment Variable Deferred Certificate: Annuity Contract Amendment, Insert Page, Endorsement or Rider (Nationwide Destination B 2.0)	Revised	Replaced Form #: VAB-0137AO.1 Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0137AO.2.pdf
VAA-0122M3.3	Application/Individual Flexible Enrollment Form Variable Deferred Annuity Application (Nationwide Destination B 2.0)	Revised	Replaced Form #: VAA-0122AO.2 Previous Filing #: 49863	0.000	Application - VAA-0122M3.3.pdf
VAR-0145AO.1	Policy/Contract/Individual Flexible Enhanced Death Benefit Option Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: VAR-0145AO Previous Filing #: 40553	45.100	Option - VAR-0145AO.1.pdf
VAR-0146AO.1	Policy/Contract/Individual Flexible One Year Enhanced Death Benefit Option Certificate: Amendment, Insert Page,	Revised	Replaced Form #: VAR-0146AO and VAR-0105AO Previous Filing #: 40553 and 25618	56.500	Option - VAR-0146AO.1.pdf

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-018IAO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

Project Name/Number	Description	Status	Replaced Form #:	Amount	Document
VAR-0147AO.1	Endorsement or Rider Policy/Contract One Month Fraternal Enhanced Death Benefit Option Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	VAR-0147AO and VAR-0106AO Previous Filing #: 40553 and 25618	59.400	Option - VAR-0147AO.1.pdf
VAC-0116AOCV.1	Policy/Contract Individual Flexible Fraternal Purchase Payment Variable Deferred Certificate Annuity Application (Nationwide Destination L 2.0)	Revised	VAC-0116AOCV Previous Filing #: NWFA-125848465	46.100	Contract - VAC-0116AOCV.1.pdf
VAB-0134AO.4	Policy/Contract Individual Flexible Fraternal Purchase Payment Variable Deferred Certificate: Annuity Contract Amendment, Insert Page, Endorsement or Rider (Nationwide Destination L 2.0)	Revised	VAB-0134AO.3 Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0134AO.4.pdf
VAA-0118M3.5	Application/Individual Flexible Enrollment Form Purchase Payment Variable Deferred Annuity Application (Nationwide Destination L 2.0)	Revised	VAA-0118AO.4 Previous Filing #: 49863	0.000	Application - VAA-0118M3.5.pdf
VAC-0118AOCV.1	Policy/Contract Individual Flexible Fraternal Purchase Payment Variable Deferred Certificate Annuity Contract Spec Page (Nationwide)	Revised	VAC-0118AOCV Previous Filing #: NWFA-126673028	46.300	Contract - VAC-0118AOCV.1.pdf

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-018IAO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

Policy/Cont	Individual Flexible	Revised	Replaced Form #:	0.000	Contract Spec
VAB-0136AO.2	Policy/Contract/Fraternal Variable Deferred Certificate: Annuity Contract Amendmen t, Insert Page, Endorseme nt or Rider	Revised	VAB-0136AO.1 Previous Filing #: 49863	0.000	Page - VAB-0136AO.2.pdf
VAA-0121M3.3	Application/Individual Flexible Enrollment Form Variable Deferred Annuity Application (Nationwide Destination EV 2.0)	Revised	VAA-0121AO.2 Previous Filing #: 49863	0.000	Application - VAA-0121M3.3.pdf
VAC-0120AOCV.2	Policy/Contract/Fraternal Variable Deferred Certificate: Annuity Contract Amendmen t, Insert Page, Endorseme nt or Rider	Revised	VAC-0120CV.1 Previous Filing #: NWFA-126983996	45.800	Contract - VAC-0120AOCV.2.pdf
VAB-0138AO.4-4YR	Policy/Contract/Fraternal Variable Deferred Certificate: Annuity Contract Amendmen t, Insert Page, Endorseme nt or Rider	Revised	VAB-0138AO.3-4YR Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0138AO.4-4YR.pdf
VAB-0138AO.4-7YR	Policy/Contract/Fraternal Variable Deferred Certificate: Annuity Contract	Revised	VAB-0138AO.3-7YR Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0138AO.4-7YR.pdf

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-018IAO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

	Amendmen Spec Page t, Insert (Nationwide Page, Destination Navigator Endorseme 2.0) nt or Rider					
VAA-0123M3.4	Application/Individual Flexible Enrollment Purchase Payment Form Variable Deferred Annuity Application (Nationwide Destination Navigator 2.0)	Revised	Replaced Form #: VAA-0123AO.3 Previous Filing #: 49863	0.000	Application - VAA-0123M3.4.pdf	
VAR-0169AO.2	Policy/Cont Lifetime Income ract/Fratern (L.inc) 5% Option al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: VAR-0169AO.1 Previous Filing #: 49863	46.500	L.inc 5% Option - VAR-0169AO.2.pdf	
VAC-0121AOCV.1	Policy/Cont Individual Flexible ract/Fratern Purchase Payment al Variable Deferred Certificate Annuity Contract (W&R Adv Select Preferred 2.0)	Revised	Replaced Form #: VAC-0109AO Previous Filing #: USPH-68MK24881	47.200	Contract - VAC-0121AOCV.1.pdf	
VAB-0140AO.2	Policy/Cont Individual Flexible ract/Fratern Purchase Payment al Variable Deferred Certificate: Annuity Contract Amendmen Spec Page (W&R t, Insert Adv Select Preferred Page, 2.0) Endorseme nt or Rider	Revised	Replaced Form #: VAB-0100AO.6 Previous Filing #: 49863	0.000	Contract Spec Page - VAB-0140AO.2.pdf	
VAA-0126M3.3	Application/Individual Flexible Enrollment Purchase Payment	Revised	Replaced Form #: VAA-0100AO.7	0.000	Application - VAA-	

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-018IAO
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

	Form	Variable Deferred Annuity Application (W&R Adv Select Preferred 2.0)		Previous Filing #:	49863	0126M3.3.pdf
VAR-0165AO.1	Policy/Contractual Certificate: Amendment, Insert Page, Endorsement or Rider	Cont One Month Enhanced Death Benefit Option	Revised	Replaced Form #:	56.100 APO-6291	Option - VAR-0165AO.1.pdf
				Previous Filing #:	Not Available	
VAR-0166AO.1	Policy/Contractual Certificate: Amendment, Insert Page, Endorsement or Rider	Cont One Year Enhanced Death Benefit Option	Revised	Replaced Form #:	54.700 VAR-0100AO	Option - VAR-0166AO.1.pdf
				Previous Filing #:	Not Available	
VAR-0167AO.1	Policy/Contractual Certificate: Amendment, Insert Page, Endorsement or Rider	Cont 5 Yr Enhanced Death Benefit Option	Revised	Replaced Form #:	50.900 VAR-0167AO	Option - VAR-0167AO.1.pdf
				Previous Filing #:	Not Available	
VAR-0168AO.2	Policy/Contractual Certificate: Amendment, Insert Page,	Cont Combination Enhanced Death Benefit Option	Revised	Replaced Form #:	45.800 APO-6288	Option - VAR-0168AO.2.pdf
				Previous Filing #:	Not Available	

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-0181AO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

	Endorseme nt or Rider				
VAZ- 0178AO.1	Policy/Cont Fixed Account ract/Fratern Endorsement al (Nationwide Certificate: Destination All Amendmen American Gold 2.0) t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: VAZ-0121AO Previous Filing #: 27480	50.500	Endorsement - VAZ- 0178AO.1.pdf
VAZ- 0176AO.1	Policy/Cont Fixed Account ract/Fratern Endorsement (W&R al Adv Select Preferred Certificate: 2.0) Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: VAZ-0131AO Previous Filing #: 28481	46.200	Endorsement - VAZ- 0176AO.1.pdf

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

LIFETIME INCOME (L.inc) OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page.

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. Terms not defined in this option have the meaning given to them in the Contract.

This option provides a lifetime withdrawal benefit even if negative investment experience and/or lifetime withdrawals reduce the Contract Value to zero.

This option is irrevocable. However, the purpose of the guaranteed withdrawal benefit provided under this option is to provide security through an available Lifetime Withdrawal Amount for the Determining Life, and if applicable the Joint Determining Life. Therefore, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 4 of the Termination section of this option.

Warnings: The Income Benefit Base cannot be Surrendered as a lump sum and is not payable as a death benefit.

Surrenders in excess of the Lifetime Withdrawal Amount could reduce future benefits under this option by more than the dollar amount of the Surrender.

Surrenders prior to age 59 1/2 may result in the immediate application of taxes and penalties under Section 72 of the Internal Revenue Code.

Definitions

The following definitions are added to the Contract:

Assumed Equity Percentage ("AEP") - A value, from [0% - 100%], assigned by Nationwide to each Permitted Investment Option on the Date of Issue, respectively,. For any Permitted Investment Option made available after the Date of Issue, the AEP will be assigned at the time it is made available. Once

assigned for a particular Contract, the AEP for a Permitted Investment Option will not change for that Contract. The AEP is used in the Automatic Reallocation calculation described in this option. AEP's for available Permitted Investment Options are available upon request.

Bond Fund - A Sub-account selected by Nationwide that invests in a mix of bonds. It is used in the Automatic Reallocation feature. The Bond Fund is not a Permitted Investment Option.

Current Equity Allocation - the percentage of Contract Value allocated to the Permitted Investment Options at the time a reallocation evaluation occurs.

Determining Life - The person designated as Contract Owner on the application (Annuitant in the event of a non-natural Contract Owner).

Income Benefit Base - The value calculated under this option that is multiplied by the Lifetime Withdrawal Percentage to determine the Lifetime Withdrawal Amount.

Joint Determining Life - The spouse of the Determining Life upon whose lifetime withdrawals under this option may also be based. A Joint Determining Life may only be named when the Spousal Continuation Benefit is elected.

Lifetime Withdrawal Amount - The maximum amount that can be Surrendered between Option Anniversaries without reducing the Income Benefit Base. It is calculated by multiplying the Income Benefit Base by the Lifetime Withdrawal Percentage.

Lifetime Withdrawal Percentage - A specified percentage listed in this option based on the age of the Determining Life at the time the first Surrender is taken. In cases where the Spousal Continuation Benefit has been elected, the Lifetime Withdrawal Percentage will be determined based on the younger of the Determining Life and Joint Determining Life.

Option Monthiversary - The same day of the month this option is issued for each succeeding month. In any month where such day does not exist (e.g. 29th, 30th, and 31st), the Option Monthiversary will be the last day of that calendar month.

Option Anniversary - Each recurring one-year anniversary beginning with the date it is issued.

Option Year - Beginning with the date it is issued, each one-year period this option remains in-force.

Permitted Investment Options - Sub-Accounts and/or asset allocation models Nationwide designates for availability with this option. The Fixed Account, if available, and Bond Fund are not Permitted Investment Options, i.e. Purchase Payments cannot be allocated to nor Contract Value transferred to or from the Fixed Account or Bond Fund, except that, for Contracts that offer the Fixed Account, it is available as the originating account for dollar cost averaging for lifetime income option programs.

Spousal Continuation Benefit - An election allowing the spouse of the Determining Life to be named as a Joint Determining Life.

Target Equity Allocation - the percentage of Contract Value that Nationwide determines should be allocated to the Permitted Investment Options at the time a reallocation evaluation occurs.

Reports

Before the first Surrender is taken, the annual report provided for the Contract will include the Income Benefit Base on the latest Option Anniversary and the Lifetime Withdrawal amount available for the earliest possible Surrender date, i.e. the following Option Year.

Additional Charge

Nationwide will deduct an additional charge of up to 1.50% of the then current Income Benefit Base on each Option Anniversary. A prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options and the Bond Fund on each Option Anniversary.

If the optional Spousal Continuation Benefit is elected, Nationwide will deduct a charge in addition to the base charge under this option and/or offer lower Lifetime Withdrawal Percentages. If a charge is assessed for the Spousal Continuation Benefit, it will be up to 0.40% of the current value of the Income Benefit Base on each

Option Anniversary. If a charge is assessed, a prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options and the Bond Fund on each Option Anniversary. Lifetime Withdrawal Percentages with and without election of the Spousal Continuation Benefit are stated in the "Calculation of the Lifetime Withdrawal Amount" section of this option.

The initial L.inc Option charge rate on the Date of Issue is stated in the Contract Specifications Page and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets Income Benefit Base, as described in the "Non-Automatic Reset" section of this option, may increase the L.inc Option charge rate, subject to the maximum charge rate stated in this option.

Option Requirements and Restrictions

The following apply to this option:

- (1) This option is only available to Contracts with a Determining Life between the age of 45 and 85 on the date the application is signed.
- (2) This option is not available to a beneficially owned Contract - a Contract that is inherited or established by a Beneficiary who continues to hold the Contract as a Beneficiary (as opposed to treating the Contract as his/her own) for tax purposes.
- (3) After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Annuitant, and/or Determining Life. Any excess amount refused will be returned to the Contract Owner.
- (4) Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.
- (5) Loans, to the extent otherwise permitted under the Contract or an endorsement to the Contract, are not allowed.
- (6) Nationwide may restrict the availability of this option in conjunction with other options that may be offered under the Contract. Other options that are not available for election in conjunction with this option are identified in the application.

- (7) For Contracts that otherwise offer the Fixed Account, it is not available with this option, except as the originating account for any dollar cost averaging program offered in conjunction with this option (see "Dollar Cost Averaging for Lifetime Income Option" section of this option);
 - (8) The Determining Life cannot be changed;
 - (9) The manner in which the Contract Value, Death Benefit, or any other benefits or values described in the Contract or any other option are calculated is not modified by this option;
 - (10) As with any Surrender, Surrender of the Lifetime Withdrawal Amount reduces the Contract Value, Death Benefit, and any other benefits and values as described in the Contract or any other option; and
 - (11) Allocations and transfers among the investment options are limited as provided in the Investment Allocation & Transfer Restrictions section of this option. In addition, the Contract Owner agrees to reallocation of the Contract Value in the Variable Account as described in the "Reallocation Evaluation" section of this option.
- (4) The Determining Life and Joint Determining Life must be named as the only primary Beneficiaries. Any other named parties to the Contract, except for Contingent Beneficiaries, must be the Determining Life or Joint Determining Life; and
 - (5) If both the Determining Life and Joint Determining Life are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose life any annuity payments involving life contingencies depend. For a Contract issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named.

Termination of Spousal Continuation Benefit

Once the Spousal Continuation Benefit is elected, it can only be removed from the Contract if no Surrenders have been taken and if Nationwide is provided with proof of divorce, annulment, or dissolution of the marriage between the Determining Life and Joint Determining Life.

If the Spousal Continuation Benefit is removed, any additional charge assessed for it will end and/or the applicable Lifetime Withdrawal Percentages will be those that would have applied if the Spousal Continuation Benefit had never been elected.

If the Spousal Continuation Benefit is removed from the Contract, it may not be re-elected or added to cover a subsequent spouse.

Spousal Continuation Benefit

The Spousal Continuation Benefit is available for all contract types except Charitable Remainder Trust owned Contracts. For all other contract types, the applicant may elect the optional Spousal Continuation Benefit only at the time this option is elected. If elected, the Spousal Continuation Benefit allows the survivor of the Determining Life and Joint Determining Life to continue to receive, for the duration of his/her lifetime, the Lifetime Withdrawal Amount.

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

- (1) The spouse of the Determining Life must be named as the Joint Determining Life and cannot be changed;
- (2) The Joint Determining Life, must be between the age of 45 and 85 at the time the application is signed;
- (3) For Contracts with a non-natural owner, the Determining Life and Joint Determining Life must be named as Co-Annuitants, except in the case of a non-natural Contract Owner and/or Joint Owner, and where the spousal protection benefit (payment of a Death Benefit on both spouses) is not used, the Determining Life and Joint Determining Life must be named as the Annuitant and Contingent Annuitant and as the only primary Beneficiaries. In this case, one Death Benefit is paid when the last survivor of the Annuitant and Contingent Annuitant dies;

Investment Allocation and Transfer Restrictions

Nationwide will restrict the allocation of Purchase Payments and transfers of Contract Value to Permitted Investment Options in conjunction with this option. Nationwide also reserves the right to restrict allocations to Permitted Investment Options in which the Contract Owner is already invested after the election of this option. Nationwide may substitute Permitted Investment Options available to the Contract Owner in the event any previous Permitted Investment Option(s) are no longer available to the Variable Account or Nationwide's management determines that any previous Permitted Investment Option(s) are no longer appropriate for the purposes of the Contract or this option.

The Bond Fund is only available with the Lifetime Income Option and only for purposes of the automatic reallocation feature. The Contract Owner is not permitted to direct Purchase Payments to, request Surrenders from, or direct transfers to or from, the Bond Fund.

Automatic Reallocation

On each Option Monthiversary, or upon any transfer to, from, within, or among the Permitted Investment Options, including transfers associated with dollar cost averaging for lifetime income option programs and asset rebalancing, Nationwide will perform an evaluation to determine if any portion of the Contract Value should be transferred between the elected investment option(s) and the Bond Fund. Nationwide will transfer amounts to or from the Bond Fund to the extent required by a pre-determined mathematical reallocation evaluation formula.

Reallocation Evaluation

The following steps determine when a transfer to or from the Bond Fund is required. For a complete explanation of the process and the pre-determined mathematical formula see the "Reallocation Formula" section of this option for additional information:

- (1) Nationwide calculates the Contract Value to L.inc Benefit Ratio and determines the Target Equity Allocation;
- (2) Nationwide calculates the Current Equity Allocation of the Contract;
- (3) Nationwide compares the Target Equity Allocation to the Current Equity Allocation to determine if a transfer to or from the Bond Fund is required:
 - (a) If the Current Equity Allocation is within 3% of the Target Equity Allocation no transfers to or from the Bond Fund will occur; or
 - (b) If the Current Equity Allocation is not within 3% of the Target Equity Allocation a transfer to or from the Bond Fund will occur; then
 - (c) If necessary, Nationwide calculates the amount to be transferred to or from the Bond Fund as shown in the "Reallocation Formula" section of this option.

If the amount calculated is greater than the total value of the Bond Fund, the transfer amount is the total value of the Bond Fund. If there is no balance in the Bond Fund, then no transfer to the elected Permitted Investment Options will occur.

When Contract Value is transferred from the Permitted Investment Options to the Bond Fund, it is taken proportionally from each of the elected Permitted Investment Options.

When Contract Value is transferred from the Bond Fund to the Permitted Investment Options, it will be applied to each of the elected Permitted Investment Options according to the percentage of total Contract Value each represents on the date of transfer.

Transfers will occur on the same Valuation Date on which the evaluation occurs. Transfers that are a result of a reallocation evaluation will not count as a transfer event for purposes of U.S. mail restrictions, and will not be subject to short-term trading fees. In no event will Nationwide allocate Contract Value to any investment option other than the elected Permitted Investment Options or the Bond Fund.

Dollar Cost Averaging for Lifetime Income Option

Nationwide may, from time to time, offer dollar cost averaging for Lifetime Income Option programs. These programs are only available for Contracts with a Fixed Account. Only new Purchase Payments to the Contract are eligible for these programs.

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a periodic basis specified amounts from the Fixed Account to elected Permitted Investment Options available in conjunction with this option. Dollar cost averaging for Lifetime Income Option transfers from the Fixed Account must be completed within twelve months from the date a program begins.

Once a dollar cost averaging for Lifetime Income Option program has begun, no transfers among or between Permitted Investment Options are permitted until the dollar cost averaging for Lifetime Income Option program is completed or terminated.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

If a dollar cost averaging for Lifetime Income Option program is terminated prematurely, any remaining funds in the Fixed Account will be transferred to the Permitted Investment Options according to the Contract Owner's then current future allocation instructions, unless another allocation is specified.

Nationwide may stop establishing new dollar cost averaging for Lifetime Income Option programs at any time.

Calculation of the Lifetime Withdrawal Amount

At any time after the date this option is issued, the Contract Owner may, but is not required to, begin taking Surrenders from the Contract. Nationwide will Surrender amounts proportionally from each elected Permitted Investment Option and the Bond Fund.

At the time of the first Surrender, the Lifetime Withdrawal Percentage is established in accordance with the applicable table in the L.inc Option Specifications Pages based on whether or not the Spousal Continuation Benefit has been elected.

Once the Lifetime Withdrawal Percentage is established it will be multiplied by the then current Income Benefit Base to determine the dollar value of the Lifetime Withdrawal Amount for the current Option Year. When the Lifetime Withdrawal Percentage is established, it will not be subject to any change as long as the Contract and this option remain in-force. The Lifetime Withdrawal Amount may be taken during each Option Year beginning with the first Surrender and is non-cumulative. This means any part of the Lifetime Withdrawal Amount not taken during a given Option Year cannot be added to the available Lifetime Withdrawal Amount in any later Option Years.

If the Lifetime Withdrawal Amount is scheduled to be \$100 or less, Nationwide may require the interval of payment to be modified so the Lifetime Withdrawal Amount will equal more than \$100. In no case will scheduled lifetime withdrawals be modified to an interval greater than annual.

Calculation of the Income Benefit Base

Calculation Before Surrenders Begin

On Date of Issue the original Income Benefit Base is equal to the Contract Value. Each time the Income Benefit Base is recalculated, as described below, the resulting Income Benefit Base becomes the current Income Benefit Base. Provided no Surrenders are taken from the Contract, the current Income Benefit Base equals the greater of:

- (1) the highest Contract Value on any Option Anniversary plus Purchase Payments submitted and credits applied after that Option Anniversary; or
- (2) the sum of the following calculations:
 - (a) *Original Income Benefit Base with roll-up*: the original Income Benefit Base, plus 7% of the original Income Benefit Base for each attained Option Anniversary up to and including the 10th Option Anniversary; plus
 - (b) *Purchase Payments with roll-up*: any Purchase Payments submitted and credits applied after the date this option is issued and before the 10th Option Anniversary, increased by 7% simple interest from the date of such Purchase Payment or credit through the 10th Option Anniversary; plus
 - (c) *Purchase Payments with no roll-up*: any Purchase Payments submitted and credits applied after the 10th Option Anniversary.

If at any time prior to the first Surrender, the Contract Value is equal to zero, no further recalculations of the Income Benefit Base will be performed. The Lifetime Withdrawal Amount will be established using the Income Benefit Base calculated on the most recent Option Anniversary.

Calculation After Surrenders Begin

After the first Surrender, the Income Benefit Base is not subject to change, except due to Surrenders in excess of the Lifetime Withdrawal Amount for an Option Year, additional Purchase Payments, automatic resets, or election of the non-automatic reset opportunity, see the "Changes to Income Benefit Base" section of this option.

Changes to the Income Benefit Base

Excess Surrender

If a Surrender in excess of the established Lifetime Withdrawal Amount is taken in any Option Year, the Income Benefit Base will immediately be reduced by the greater of:

- (a) the dollar amount of the Surrender in excess of the available Lifetime Withdrawal Amount for the current Option Year; or
- (b) a figure representing the proportional amount of the Surrender. This amount is determined by the following formula:

$$\frac{\text{dollar amount of the excess Surrender}}{\text{Contract Value (reduced by the Lifetime Withdrawal Amount)}} \times \text{current Income Benefit Base prior to the Surrender}$$

Notwithstanding the above, if required minimum distributions for the Contract under the Internal Revenue Code will not be met for the calendar year by Surrendering the available Lifetime Withdrawal Amount, the Determining Life, or Joint Determining Life, if applicable, will be permitted to Surrender Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Income Benefit Base. This option is not permitted for beneficially owned Contracts. Nationwide may eliminate this right if the Internal Revenue Code provisions or Internal Revenue Service rules or guidance relating to required minimum distributions change.

Surrenders of the Lifetime Withdrawal Amount are free of Contingent Deferred Sales Charges (CDSC). For purposes of CDSC, the gross amount Surrendered will include any recapture of credits, if applicable, according to the Contract or any elected options.

Increase by Purchase Payment

Subsequent Purchase Payments to the Contract will increase the Income Benefit Base by the amount of the Purchase Payment submitted and any credits applied. However, once the Contract Value falls to zero, the Determining Life, or Joint Determining Life if applicable is no longer permitted to submit additional Purchase Payments or take Surrenders in excess of the current calculated Lifetime Withdrawal Amount.

Reset Opportunities

Automatic Reset

Automatic resets will occur until the current price or the list of Permitted Investment Options associated with this option change. While automatic resets are in effect, on any Option Anniversary on which the Contract Value exceeds the Income Benefit Base, Nationwide will automatically reset the Income Benefit Base to equal the then current Contract Value.

Non-Automatic Reset

In the event the price or the list of Permitted Investment Options associated with this option change, the reset opportunities are no longer automatic. However, Nationwide will provide written notice to the Contract Owner on or about the Option Anniversary. The notice will include information about the then current Contract Value, Income Benefit Base, charge, and list of Permitted Investment Options. Nationwide will also provide the Contract Owner with instructions on how to communicate an election to reset the Income Benefit Base if the Contract Value exceeds the Income Benefit Base on the Option Anniversary.

If made, such election must be received within 60 days after this Option Anniversary. The reset of the Income Benefit Base, if elected, will be subject to the current charge, and current list of Permitted Investment Options associated with this option.

If Nationwide does not receive an election from the Determining Life to reset the Income Benefit Base within 60 days after the Option Anniversary, Nationwide will not reset the Income Benefit Base.

Note: Nationwide may offer later versions of this option on a prospective basis to new purchasers with different charges and/or benefits. Later versions do not constitute changes to previously issued options unless expressly stated.

Termination

This option ends upon the earliest of the following:

- (1) a full Surrender of the Contract,
- (2) the death of the Determining Life or, if the Spousal Continuation Benefit is elected, the available Lifetime Withdrawal Amount ends upon the death of the last survivor of the Determining Life and the Joint Determining Life;
- (3) annuitization of the Contract; or
- (4) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
 - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

In addition, Surrenders in excess of the Lifetime Withdrawal Amount that reduce the Income Benefit Base to zero will terminate and end all benefits under this option.

Annuity Purchase Rates

Notwithstanding any guaranteed annuity purchase rates stated in the Contract, the annuity purchase rates available on the Annuity Commencement Date will not provide less income than the Lifetime Withdrawal Amount in effect at the time of annuitization.

Reallocation Formula

Reallocation Formula

The four steps of the reallocation formula are as follows.

Step One: Calculate the Contract Value to L.inc Benefit Ratio ("Contract Ratio") to Determine the Target Equity Allocation

Nationwide calculates the Contract Ratio using the following formula:

$$\text{Contract Ratio} = \frac{\text{CV}}{\text{AHAV} \times \text{LIF}}$$

CV = Contract Value

AHAV = Adjusted Highest Anniversary Value

On the Date of Issue, the AHAV is equal to the initial Purchase Payment, plus any credits applied to the Contract;

On each Option Anniversary, the AHAV resets to equal the then current Contract Value, if it is greater than the then current AHAV; and

Between Option Anniversaries, the AHAV is:

- 1) increased for any Purchase Payment received during the Option Year; and
- 2) reduced for any Surrender in excess of the available Lifetime Withdrawal Amount for the current Option Year by the greater of:

(a) the dollar amount of the excess Surrender; or

(b) a figure representing the proportional amount of the excess Surrender. This amount is determined by the following formula:

$$\frac{\text{The dollar amount of the excess Surrender}}{\text{The Contract Value reduced by the total amount of the Surrender}} \times \text{AHAV immediately prior to the Surrender}$$

LIF = Lifetime Income Factor is the applicable number indicated in the "Lifetime Income Factor Table" in the L.inc Option Specifications Pages based on the current year and month of the contract from Date of Issue:

Nationwide then determines the Contract's Target Equity Allocation by comparing the Contract Ratio to the values stated in the "Contract Value to L.inc Benefit Ratio and Target Equity Allocation ("TEA") Table" in the L.inc Option Specifications Pages.

Step Two: Calculate the Current Equity Allocation

Nationwide calculates the Current Equity Allocation using the following formula:

$$\text{Current Equity Allocation} = \frac{\text{CEIO\#1} \times \text{AEP\#1}}{\text{CV}} + \frac{\text{CEIO\#2} \times \text{AEP\#2}}{\text{CV}} + \dots, \text{ and so forth, for each elected Permitted Investment Option}$$

where:

CEIO#X = Value of each elected Permitted Investment Option, respectively

CV = Contract Value

AEP#X = Assumed Equity Percentage of each elected Permitted Investment Option respectively

Step Three Compare the Target Equity Allocation to Current Equity Allocation

Nationwide will compare the Target Equity Allocation to the Current Equity Allocation to determine if a transfer to or from the Bond Fund is required.

If the Current Equity Allocation is within 3% of the Target Equity Allocation no transfers to or from the Bond Fund will occur.

If the Current Equity Allocation is more than 3% higher than the Target Equity Allocation a transfer from the elected Permitted Investment Options will occur. If the Current Equity Allocation is more than 3% lower than the Target Equity Allocation a transfer from the Bond Fund will occur, if there is any Contract Value allocated to it at the time.

Step Four Calculate Amount to be Transferred

Nationwide calculates the amount to be transferred between the elected Permitted Investment Options and the Bond Fund.

If the Current Equity Allocation is more than 3% higher than the Target Equity Allocation, a calculation is performed to determine the amount to be transferred from the Contract Owner elected Permitted Investment Options to the Bond Fund. Amounts transferred from the Contract Owner elected Permitted Investment Options to the Bond Fund are taken proportionally from each Contract Owner elected Permitted Investment Options.

If the Current Equity Percentage is more than 3% lower than the Target Equity, a calculation is performed to determine the amount to be transferred from the Bond Fund to the Contract Owner elected Permitted Investment Options. Amounts transferred from the Bond Fund are moved to the Contract Owner elected Permitted Investment Options according to the current allocations elected. If the amount calculated is greater than the total value of the Bond Fund, the transfer amount is the total value of the Bond Fund. If there is no balance in the Bond Fund, then no transfer will occur.

The amount to be transferred to or from the Bond Fund is calculated using the following formula:

$$CV - VBF - DCAIO - \frac{TEA \times CV}{(CV - VBF - DCAIO) \left(\frac{CEIO\#1 \times AEP\#1}{(CV - VBF - DCAIO)} + \frac{CEIO\#2 \times AEP\#2}{(CV - VBF - DCAIO)} + \dots \right)}$$

where:

CV = Contract Value

VBF = Value of Bond Fund

DCAIO = Value of any amount allocated to the Fixed Account as part of a dollar cost averaging for lifetime income option program

TEA = Target Equity Allocation

CEIO#X = Value of each elected Permitted Investment Option respectively

AEP#X = Assumed Equity Percentage of each elected Permitted Investment Option respectively

Executed for Nationwide by:

Secretary

President

L.INC OPTION SPECIFICATIONS PAGES

Rider Charges

Guaranteed Maximum Charge for L.inc Option without Spousal Continuation Benefit:

1.50% of the then current Income Benefit Base deducted on each Option Anniversary*

Guaranteed Maximum Charge for Spousal Continuation Benefit:

0.40% of the then current Income Benefit Base deducted on each Option Anniversary*

*The initial charge rate for the L.inc Option is stated in the Contract Specifications Page and is guaranteed under the conditions stated in this option and in effect when it was set. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum Linc Option charge rates stated in the option form.

Purchase Payment Limits

After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Annuitant, and/or Determining Life. Any excess amount refused will be returned to the Contract Owner.

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Lifetime Withdrawal Percentages if Spousal Continuation Benefit is not elected:

Age of the Determining Life**	Lifetime Withdrawal Percentage
[45 up to 59.5]	[1-10%]
[59.5 through 64]	[1-10%]
[65 through 74]	[1-10%]
[75 through 80]	[1-10%]
[81 and older]	[1-10%]

Lifetime Withdrawal Percentages if Spousal Continuation Benefit is elected:

Age of the younger of the Determining Life or Joint Determining Life*	Lifetime Withdrawal Percentage
[45 up to 59.5]	[1-10%]
[59.5 through 64]	[1-10%]
[65 through 74]	[1-10%]
[75 through 80]	[1-10%]
[81 and older]	[1-10%]

**The age used to determine the applicable Lifetime Withdrawal Percentage is the applicable age on the date of the first Surrender.

Contract Value to L.inc Benefit Ratio and Target Equity Allocation ("TEA") Table

Contract Value to L.inc Benefit Ratio	Target Equity Allocation
1.33 or greater	70% Equity
1.27 – 1.3299	60% Equity
1.20 – 1.2699	50% Equity
1.13 – 1.1999	40% Equity
1.07 – 1.1299	30% Equity
less than 1.07	20% Equity

Lifetime Income Factors ("LIF") Table

The following Lifetime Income Factors table is used to calculate the contract ratio in step one "Calculate Target Equity Allocation". The Lifetime Income Factor applicable to a Contract is determined based on the current year and month of the Contract.

Month and year refer to the current month and year of the Contract. For instance, from issuance until the first Option Monthaversary the Contract is in the first year and first month, so the factor is 0.7134. On the first Option Monthaversary, the Contract is now in the second month of the Contract, so the factor is 0.7091.

The lifetime income factors are based on the Annuity 2000 Basic Mortality table with a 52% male and 48% female blend, issue age of 65, a 4% interest rate, and a blended withdrawal rate of 5.25%.

Option Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.7134	0.7091	0.7076	0.7060	0.7045	0.7030	0.7014	0.6999	0.6983	0.6967	0.6952	0.6936
2	0.6920	0.6904	0.6889	0.6873	0.6858	0.6842	0.6827	0.6811	0.6795	0.6779	0.6763	0.6747
3	0.6731	0.6715	0.6700	0.6684	0.6668	0.6652	0.6637	0.6621	0.6605	0.6589	0.6573	0.6556
4	0.6540	0.6524	0.6508	0.6492	0.6476	0.6460	0.6444	0.6428	0.6412	0.6396	0.6380	0.6363
5	0.6347	0.6330	0.6315	0.6299	0.6283	0.6267	0.6250	0.6234	0.6218	0.6202	0.6185	0.6169
6	0.6152	0.6135	0.6119	0.6103	0.6087	0.6071	0.6055	0.6039	0.6022	0.6006	0.5989	0.5973
7	0.5956	0.5939	0.5923	0.5907	0.5891	0.5874	0.5858	0.5842	0.5825	0.5809	0.5792	0.5775
8	0.5759	0.5742	0.5726	0.5709	0.5693	0.5677	0.5661	0.5644	0.5628	0.5611	0.5594	0.5578
9	0.5561	0.5544	0.5528	0.5512	0.5495	0.5479	0.5463	0.5446	0.5430	0.5413	0.5396	0.5380
10	0.5363	0.5346	0.5330	0.5314	0.5297	0.5281	0.5265	0.5248	0.5232	0.5215	0.5199	0.5182
11	0.5165	0.5148	0.5132	0.5116	0.5100	0.5084	0.5068	0.5051	0.5035	0.5018	0.5002	0.4985
12	0.4968	0.4951	0.4935	0.4919	0.4904	0.4887	0.4871	0.4855	0.4839	0.4822	0.4806	0.4789
13	0.4772	0.4756	0.4740	0.4724	0.4708	0.4693	0.4677	0.4660	0.4644	0.4628	0.4612	0.4595
14	0.4579	0.4562	0.4547	0.4531	0.4515	0.4500	0.4484	0.4468	0.4452	0.4436	0.4420	0.4403
15	0.4387	0.4370	0.4355	0.4340	0.4325	0.4309	0.4294	0.4278	0.4262	0.4246	0.4230	0.4214
16	0.4198	0.4182	0.4167	0.4152	0.4137	0.4122	0.4106	0.4091	0.4076	0.4060	0.4044	0.4029
17	0.4013	0.3997	0.3982	0.3967	0.3953	0.3938	0.3923	0.3908	0.3893	0.3877	0.3862	0.3846
18	0.3831	0.3815	0.3801	0.3787	0.3772	0.3758	0.3743	0.3728	0.3714	0.3699	0.3684	0.3668
19	0.3653	0.3638	0.3624	0.3610	0.3596	0.3582	0.3568	0.3554	0.3539	0.3525	0.3510	0.3495
20	0.3480	0.3465	0.3452	0.3438	0.3425	0.3411	0.3398	0.3384	0.3370	0.3356	0.3341	0.3327

Option Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
21	0.3312	0.3298	0.3285	0.3272	0.3259	0.3246	0.3233	0.3219	0.3206	0.3192	0.3178	0.3164
22	0.3150	0.3136	0.3124	0.3111	0.3099	0.3086	0.3074	0.3061	0.3048	0.3035	0.3021	0.3008
23	0.2994	0.2981	0.2969	0.2957	0.2945	0.2933	0.2921	0.2909	0.2896	0.2884	0.2871	0.2858
24	0.2845	0.2832	0.2821	0.2810	0.2799	0.2787	0.2776	0.2764	0.2752	0.2740	0.2728	0.2716
25	0.2703	0.2691	0.2681	0.2670	0.2659	0.2649	0.2638	0.2627	0.2616	0.2604	0.2593	0.2581
26	0.2570	0.2558	0.2548	0.2538	0.2528	0.2518	0.2508	0.2497	0.2487	0.2476	0.2465	0.2454
27	0.2443	0.2432	0.2423	0.2414	0.2404	0.2395	0.2385	0.2376	0.2366	0.2356	0.2346	0.2335
28	0.2325	0.2314	0.2306	0.2297	0.2288	0.2279	0.2270	0.2261	0.2252	0.2243	0.2233	0.2223
29	0.2213	0.2203	0.2195	0.2187	0.2179	0.2171	0.2162	0.2154	0.2145	0.2136	0.2127	0.2118
30	0.2109	0.2099	0.2092	0.2084	0.2076	0.2068	0.2060	0.2052	0.2044	0.2036	0.2027	0.2018
31	0.2009	0.2000	0.1993	0.1986	0.1979	0.1971	0.1964	0.1956	0.1948	0.1940	0.1932	0.1923
32	0.1915	0.1906	0.1900	0.1893	0.1885	0.1878	0.1871	0.1863	0.1856	0.1848	0.1840	0.1832
33	0.1824	0.1816	0.1809	0.1802	0.1795	0.1788	0.1781	0.1774	0.1766	0.1758	0.1751	0.1743
34	0.1735	0.1726	0.1720	0.1713	0.1706	0.1699	0.1692	0.1685	0.1677	0.1670	0.1662	0.1654
35	0.1646	0.1637	0.1631	0.1624	0.1617	0.1610	0.1603	0.1596	0.1588	0.1581	0.1573	0.1565
36	0.1557	0.1548	0.1542	0.1535	0.1529	0.1522	0.1514	0.1507	0.1500	0.1492	0.1484	0.1476
37	0.1468	0.1459	0.1453	0.1446	0.1439	0.1432	0.1425	0.1418	0.1410	0.1403	0.1395	0.1387
38	0.1378	0.1370	0.1364	0.1357	0.1350	0.1343	0.1336	0.1329	0.1322	0.1314	0.1306	0.1298
39	0.1289	0.1281	0.1275	0.1268	0.1262	0.1255	0.1248	0.1241	0.1233	0.1226	0.1218	0.1210
40	0.1201	0.1193	0.1187	0.1181	0.1174	0.1167	0.1161	0.1154	0.1146	0.1139	0.1131	0.1123
41	0.1115	0.1106	0.1100	0.1094	0.1088	0.1082	0.1075	0.1068	0.1061	0.1054	0.1046	0.1038
42	0.1030	0.1022	0.1016	0.1011	0.1005	0.0999	0.0992	0.0986	0.0979	0.0972	0.0964	0.0957
43	0.0949	0.0940	0.0935	0.0930	0.0924	0.0919	0.0912	0.0906	0.0900	0.0893	0.0886	0.0878
44	0.0871	0.0862	0.0858	0.0853	0.0847	0.0842	0.0836	0.0830	0.0824	0.0817	0.0811	0.0803
45	0.0796	0.0788	0.0784	0.0779	0.0774	0.0769	0.0764	0.0758	0.0752	0.0746	0.0739	0.0732
46	0.0725	0.0717	0.0713	0.0709	0.0704	0.0700	0.0695	0.0689	0.0683	0.0678	0.0671	0.0665
47	0.0658	0.0650	0.0646	0.0642	0.0638	0.0633	0.0628	0.0623	0.0618	0.0612	0.0605	0.0599
48	0.0592	0.0584	0.0581	0.0576	0.0572	0.0567	0.0562	0.0557	0.0551	0.0545	0.0538	0.0531
49	0.0524	0.0516	0.0511	0.0506	0.0501	0.0495	0.0489	0.0483	0.0476	0.0468	0.0460	0.0451
50	0.0442	0.0432	0.0424	0.0417	0.0408	0.0399	0.0389	0.0378	0.0367	0.0354	0.0340	0.0325
51	0.0309	0.0292	0.0275	0.0258	0.0238	0.0217	0.0194	0.0168	0.0140	0.0110	0.0076	0.0040



**NATIONWIDE LIFE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OHIO 43215
 [1-800-848-6331]**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

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 (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) 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 CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 13, and 18.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitants - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.

- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 0.95% of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.

- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.
- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection

Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

(a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);

(b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and

(c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$5,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$500 or more. If additional Purchase Payments are made via automated clearinghouse, the

minimum subsequent Purchase Payment amount is reduced to \$50.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit of 1.00%.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000.

Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.

(2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.

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

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section

403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;

- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available

Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>						80
	50	55	60	65	70	75	
50	2.54	2.66	2.77	2.85	2.92		
55	2.62	2.78	2.94	3.08	3.19		
60	2.68	2.89	3.11	3.32	3.50	3.75	
65		2.96	3.24	3.54	3.82	4.27	
70			3.34	3.72	4.13	4.88	
80				3.95	4.58	6.17	

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Male Guarantee Period</u>			<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [March 12, 2012]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$5,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2047]
Contingent Annuitant: [N/A]	[N/A]	

Minimum Requirements

Minimum Subsequent Purchase Payment: \$500 (\$50 for subsequent payments made via electronic funds transfer)
Minimum Contract Value Required for Annuitization: \$2,000
Minimum Annuity Payment Amount: \$100

Guaranteed Minimum Fixed Account Rate	[1.0]%
Initial Fixed Account Rate on the Date of Issue*^	[1.10]%
Initial Minimum Fixed Account Nonforfeiture Rate**^	[1.0]%

*This rate remains in effect until the quarter end coinciding with or next following the first Contract Anniversary.

**This rate is subject to redetermination every five years and is only used to determine the minimum Surrender Value. It is not a credited rate.

^Subsequent rates may differ from the initial rates.

STANDARD DEATH BENEFIT AND CDSC

[] Standard Death Benefit (5-Year Anniversary) [] Seven-Year CDSC Schedule (B-Schedule)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 0.95%* Contract Maintenance Charge: \$30**

Administrative Charge: 0.20%

Contingent Deferred Sales Charge Table:

Number of Completed Years Measured from the Date of the Purchase Payment:	0	1	2	3	4	5	6	7 & Thereafter
CDSC Percentage***:	7%	7%	6%	5%	4%	3%	2%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge.

** The Contract Maintenance Charge is waived for the life of the contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

***The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

	Added Charge
<u>Death Benefit Options</u>	
One-Year Enhanced Death Benefit	[0.20%]
One-Month Enhanced Death Benefit	[0.35%]
 <u>Other Options</u>	
Beneficiary Protector II	[0.35% X]
Lifetime Income (L.inc) Option	[[0.70-1.50]% X]
L.inc with Spousal Continuation	[[0.70-2.00]% X]

Notes Regarding Additional Charges: An “X” next to the charge denotes the option has been elected. For the Death Benefit Options listed above the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The Beneficiary Protector II option charge is structured in the same manner, but it also is applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The charge for the L.inc option is deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the option for details). If you elected L.inc with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM All American Gold (2.0)]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$5,000

Page 1 of 8

[CA, DE and DC:] The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract

Please print.

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]

Employer/Trust Name (if applicable): []
(Additional forms required. See the New Business enrollment packet.)

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]

E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ([222]) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner (Limited to spouses. Available only with Non-Qualified Contracts.)
 Contingent Owner (Available only with Non-Qualified Contracts.)

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: []

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

First Name: [] MI: [] Last Name: []

Relationship to Contract Owner: []

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

Address: Same address as owner Street: []

City: [] State: [] ZIP: []

E-mail Address: [] Daytime Phone Number: ([])

1d. Spousal Protection/Co-Annuitant No added charge, part of the death benefit. **Not available with CRTs (Charitable Remainder Trust).** Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.

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: []



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.

 If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.
By designating your spouse as a primary beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.
 I do not wish to add the Spousal Protection feature to my contract.

Primary Beneficiaries Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)
- ORP 403(b)*

* Additional forms required.

2b. Purchase Payment

Approximate Amount: **\$5,000 initial minimum for Non-Qualified and CRTs (\$3,000 for all other contract types).**

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

2c. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.



3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Election of the L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.*

3a. I elect: **The Nationwide Lifetime Income Rider® (L.inc)**

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Dollar Cost Averaging (DCA) with L.inc

6-Month Enhanced DCA
 12-Month Enhanced DCA

*If neither box is checked DCA will **not** be established.*

Select one or more funds from Box A, or one model from Box B.

A *Whole percentages only. Must add up to 100%.*

<input type="text" value="50"/>	%	American Funds NVIT Asset Allocation Fund
<input type="text"/>	%	Fidelity VIP Freedom Fund 2010 Portfolio
<input type="text"/>	%	Fidelity VIP Freedom Fund 2020 Portfolio
<input type="text" value="50"/>	%	NVIT Cardinal SM Conservative Fund
<input type="text"/>	%	NVIT Cardinal SM Moderately Conservative Fund
<input type="text"/>	%	NVIT Cardinal SM Balanced Fund
<input type="text"/>	%	NVIT Cardinal SM Moderate Fund
<input type="text"/>	%	NVIT Cardinal SM Capital Appreciation Fund
<input type="text"/>	%	NVIT Investor Dest. Conservative Fund
<input type="text"/>	%	NVIT Investor Dest. Moderately Conservative Fund
<input type="text"/>	%	NVIT Investor Dest. Balanced Fund
<input type="text"/>	%	NVIT Investor Dest. Moderate Fund
<input type="text"/>	%	NVIT Investor Dest. Capital Appreciation Fund

= 100%

To elect asset rebalancing, please complete section 4a.

B *Elect **one** option only. 100% of the variable money in the contract will be allocated to option elected.*

American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

Nationwide Custom Portfolio

 Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

Immediately
 In _____ years
 Not Sure

 If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.

3b. Spousal Continuation Option

*By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (Spouse must be between the age of 45 and 85). This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. **Not available with CRT (Charitable Remainder Trust) contracts.***

Spousal Continuation Benefit
 Same as Co-Annuitant

First Name: MI: Last Name:

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



Complete this page if you want an Enhanced Death Benefit, the Beneficiary Protector II Option, Asset Rebalancing, or DCA.

Please submit all pages of the application.

3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only one):
- Standard Death Benefit
 - One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 - One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 - Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co Annuitant, age 75 or younger.)

3d. Beneficiary Protector II *Not available in ND.*

- I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing *The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.*

- Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA with L.inc in section 3a.

- 6-month Enhanced
- 12-month Enhanced
- Interest Averaging Monthly **Not available with L.inc**
- Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
- NVIT Money Market Fund
- Neuberger Berman Advisers Management Trust
AMT Short Duration Bond Portfolio
- NVIT Short Term Bond Fund
- PIMCO VIT Low Duration Portfolio
- NVIT Core Bond Fund
- NVIT Government Bond Fund



4c. Purchase Payment Allocation and Disclosures

Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.

Must be whole percentages and must add up to 100%.

AllianceBernstein Variable Products Series Fund, Inc.	Janus Aspen Series	% NVIT Money Market Fund
% AllianceBernstein VPS Small/Mid Cap Value Portfolio	% Janus Aspen Series Forty Portfolio	% NVIT Multi-Manager International Growth Fund*
American Century Variable Portfolios, Inc.	% Janus Aspen Series Global Technology Portfolio*	% NVIT Multi-Manager International Value Fund*
% American Century VP Mid Cap Value Fund	% Janus Aspen Series Overseas Portfolio*	% NVIT Multi-Manager Large Cap Growth Fund
American Century Variable Portfolios II, Inc.	MFS® Variable Insurance Trust	% NVIT Multi-Manager Large Cap Value Fund
% American Century VP Inflation Protection Fund	% MFS VIT Value Series	% NVIT Multi-Manager Mid Cap Growth Fund
BlackRock Variable Series Funds, Inc.	MFS® Variable Insurance Trust II	% NVIT Multi-Manager Mid Cap Value Fund
% BlackRock Global Allocation V.I. Fund	% MFS VIT International Value Portfolio	% NVIT Multi-Manager Small Cap Growth Fund
Dreyfus	Nationwide Variable Insurance Trust (NVIT)	% NVIT Multi-Manager Small Cap Value Fund
% Dreyfus IP Small Cap Stock Index Portfolio	% American Century NVIT Growth Fund	% NVIT Multi-Manager Small Company Fund
% Dreyfus Stock Index Fund, Inc.	% American Century NVIT Multi Cap Value Fund	% NVIT Multi Sector Bond Fund
% Dreyfus VIF Appreciation Portfolio	% American Funds NVIT Asset Allocation Fund	% NVIT Nationwide Fund
Fidelity Variable Insurance Products Fund	% American Funds NVIT Bond Fund	% NVIT Real Estate Fund
% Fidelity VIP Energy Portfolio*	% American Funds NVIT Global Growth Fund	% NVIT Short Term Bond Fund
% Fidelity VIP Equity-Income Portfolio	% American Funds NVIT Growth Fund	% Templeton NVIT International Value Fund*
% Fidelity VIP Freedom Fund 2010 Portfolio	% American Funds NVIT Growth-Income Fund	% Van Kampen NVIT Comstock Value Fund
% Fidelity VIP Freedom Fund 2020 Portfolio	% Federated NVIT High Income Bond Fund*	Neuberger Berman Advisers Management Trust
% Fidelity VIP Freedom Fund 2030 Portfolio	% Neuberger Berman NVIT Multi Cap Opportunities Fund	% Neuberger Berman AMT Short Duration Bond Portfolio
% Fidelity VIP Growth Portfolio	% Neuberger Berman NVIT Socially Responsible Fund	Oppenheimer Variable Account Funds
% Fidelity VIP Investment Grade Bond Portfolio	% NVIT Cardinal SM Aggressive Fund	% Oppenheimer Global Securities Fund/VA*
% Fidelity VIP Mid Cap Portfolio	% NVIT Cardinal SM Balanced Fund	% Oppenheimer Main Street® Fund/VA
% Fidelity VIP Overseas Portfolio*	% NVIT Cardinal SM Capital Appreciation Fund	% Oppenheimer Main Street Small- & Mid-Cap Fund®/VA
Franklin Templeton Variable Insurance Products Trust	% NVIT Cardinal SM Conservative Fund	PIMCO Variable Insurance Trust
% Franklin Templeton VIPT Founding Funds Allocation Fund	% NVIT Cardinal SM Moderate Fund	% PIMCO VIT Foreign Bond Portfolio (unhedged)
% Franklin Templeton VIPT Global Bond Securities Fund*	% NVIT Cardinal SM Moderately Aggressive Fund	% PIMCO VIT Low Duration Portfolio
% Franklin Templeton VIPT Income Securities Fund	% NVIT Cardinal SM Moderately Conservative Fund	% PIMCO VIT Total Return Portfolio
% Franklin VIPT Small Cap Value Securities Fund	% NVIT Core Bond Fund	T. Rowe Price Equity Series, Inc.
Huntington Variable Annuity Funds	% NVIT Core Plus Bond Fund	% T. Rowe Price Health Sciences Portfolio
% Huntington VA International Equity Fund	% NVIT Emerging Markets Fund*	Van Eck VIPT
% Huntington VA Situs Fund	% NVIT Government Bond Fund	% Van Eck VIPT Global Hard Assets Fund*
Invesco Variable Insurance Funds	% NVIT International Equity Fund*	Wells Fargo Advantage Variable Trust
% Invesco V.I. Capital Development Fund	% NVIT International Index Fund*	% Wells Fargo Advantage VT Small Cap Growth Fund
Ivy Funds Variable Insurance Portfolios, Inc.	% NVIT Investor Dest. Aggressive Fund	
% Ivy Funds VIP Asset Strategy	% NVIT Investor Dest. Balanced Fund	
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	% NVIT Investor Dest. Moderately Aggressive Fund	
	% NVIT Investor Dest. Moderately Conservative Fund	
	% NVIT Large Cap Growth Fund	
	% NVIT Mid Cap Index Fund	
		Nationwide Life Insurance Company
		% Fixed Account

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

- Yes No Do you have existing life insurance or annuity contracts?
 Yes No Will the applied for Contract replace, discontinue or change any existing life insurance or annuity contracts?



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.inc Option is selected, subject to permission from Nationwide. Election of the L.inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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:**

X John Q. Doe

Joint Contract Owner Signature (if any): X

Jane M. Doe

State In Which Application Was Signed: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Thomas A Moore

Date:

Principal's Signature: James P Smith

Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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:

Date:

Principal's Signature:

Date:





NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
[1-800-848-6331]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

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 (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) 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 CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 12, and 18.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitants - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.

- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 1.10% of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.

- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.
- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and

not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and

- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit of 1.00%.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000.

Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.
- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges

as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding

asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;

- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available

Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>						80
	50	55	60	65	70	75	
50	2.54	2.66	2.77	2.85	2.92		
55	2.62	2.78	2.94	3.08	3.19		
60	2.68	2.89	3.11	3.32	3.50	3.75	
65		2.96	3.24	3.54	3.82	4.27	
70			3.34	3.72	4.13	4.88	
80				3.95	4.58	6.17	

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Male Guarantee Period</u>			<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [March 12, 2012]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$10,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2047]
Contingent Annuitant: [N/A]	[N/A]	

Minimum Requirements

Minimum Subsequent Purchase Payment: \$1,000 (\$150 for subsequent payments made via electronic funds transfer)
Minimum Contract Value Required for Annuitization: \$2,000
Minimum Annuity Payment Amount: \$100

Guaranteed Minimum Fixed Account Rate	[1.0]%
Initial Fixed Account Rate on the Date of Issue*^	[1.10]%
Initial Minimum Fixed Account Nonforfeiture Rate**^	[1.0]%

*This rate remains in effect until the quarter end coinciding with or next following the first Contract Anniversary.

**This rate is subject to redetermination every five years and is only used to determine the minimum Surrender Value. It is not a credited rate.

^Subsequent rates may differ from the initial rates.

STANDARD DEATH BENEFIT

[X] Standard Death Benefit with Spousal Protection (Return of Contract Value or Total Purchase Payments less adjustments for amounts Surrendered)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 1.10%* Contract Maintenance Charge: \$30**

Administrative Charge: 0.20%

Contingent Deferred Sales Charge Table:

Completed Years Measured Number of Completed Years Measured from the Date of the Purchase Payment:	0	1	2	3	4	5	6	7 & Thereafter
CDSC Percentage***:	7%	7%	6%	5%	4%	3%	2%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge.

** The Contract Maintenance Charge is waived for the life of the contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

*** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

	Added Charge	
<u>Death Benefit Options</u>		
Combination Enhanced Death Benefit Option II (Greater of One-Year Anniversary or 5% Interest) with Spousal Protection	[0.45%	X]
One-Year Enhanced Death Benefit Option with Spousal Protection	[0.20%	X]
One-Month Enhanced Death Benefit Option with Spousal Protection	[0.35%	X]
<u>Other Options</u>		
Beneficiary Protector II	[0.35%	X]
Lifetime Income (L.inc) Option	[[0.70-1.50]%	X]
L.inc with Spousal Continuation	[[0.70-2.00]%	X]

Notes Regarding Additional Charges: An “X” next to the charge denotes the option has been elected. For the Death Benefit Options listed above, the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The Beneficiary Protector II option charge is structured in the same manner, but is also applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The charge for the L.inc option is deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected L.inc with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information.

The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM B (2.0)]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000

Page 1 of 8

[CA, DE and DC:]The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract *Please print.*

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]

Employer/Trust Name (if applicable): [_____]
(Additional forms required. See the New Business enrollment packet.)

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]

E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ([222]) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner *(Limited to spouses. Available only with Non-Qualified Contracts.)*
 Contingent Owner *(Available only with Non-Qualified Contracts.)*

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: [_____]
 Different address 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: [_____]

Relationship to Contract Owner: [_____]

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

Address: Same address as owner Street: [_____]
 Different address Street: [_____]

City: [_____] State: [_____] ZIP: [_____]

E-mail Address: [_____] Daytime Phone Number: ([]) []

1d. Spousal Protection/Co-Annuitant *No added charge, part of the death benefit. Not available with CRTs (Charitable Remainder Trust). Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.*

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: [_____]
 Different address Street: [_____]

City: [_____] State: [_____] ZIP: [_____]



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.



If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.

By designating your spouse as a primary beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.

I do not wish to add the Spousal Protection feature to my contract.

Primary Beneficiaries

Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries

Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)

* Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ (\$10,000 initial minimum.)

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

2c. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.



3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Election of the L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.*

3a. I elect: **The Nationwide Lifetime Income Rider® (L.inc)**

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Dollar Cost Averaging (DCA) with L.inc

6-Month Enhanced DCA
 12-Month Enhanced DCA

*If neither box is checked DCA will **not** be established.*

Select one or more funds from Box A, or one model from Box B.

A *Whole percentages only. Must add up to 100%.*

<input type="checkbox"/>	%	American Funds NVIT Asset Allocation Fund
<input type="checkbox"/>	%	Fidelity VIP Freedom Fund 2010 Portfolio
<input type="checkbox"/>	%	Fidelity VIP Freedom Fund 2020 Portfolio
<input type="checkbox"/>	%	NVIT Cardinal SM Conservative Fund
<input type="checkbox"/>	%	NVIT Cardinal SM Moderately Conservative Fund
<input type="checkbox"/>	%	NVIT Cardinal SM Balanced Fund
<input type="checkbox"/>	%	NVIT Cardinal SM Moderate Fund
<input type="checkbox"/>	%	NVIT Cardinal SM Capital Appreciation Fund
<input type="checkbox"/>	%	NVIT Investor Dest. Conservative Fund
<input type="checkbox"/>	%	NVIT Investor Dest. Moderately Conservative Fund
<input type="checkbox"/>	%	NVIT Investor Dest. Balanced Fund
<input type="checkbox"/>	%	NVIT Investor Dest. Moderate Fund
<input type="checkbox"/>	%	NVIT Investor Dest. Capital Appreciation Fund
<hr/>		= 100%

To elect asset rebalancing, please complete section 4a.

B *Elect **one** option only. **100%** of the variable money in the contract will be allocated to option elected.*

American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

Nationwide Custom Portfolio

 Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

Immediately In ____ years Not Sure

 If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.

3b. Spousal Continuation Option

*By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (Spouse must be between the age of 45 and 85). This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life will be named as sole Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. **Not available with CRT (Charitable Remainder Trust) contracts.***

Spousal Continuation Benefit **Same as Co-Annuitant**

First Name: MI: Last Name:

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



Complete this page if you want an Enhanced Death Benefit, the Beneficiary Protector II Option, Asset Rebalancing, or DCA.

Please submit all pages of the application.

3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only one):
- Standard Death Benefit
 - One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 - One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 - Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co-Annuitant, age 75 or younger.)

3d. Beneficiary Protector II Not available in ND.

- I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing *The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.*

- Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA with L.inc in section 3a.

- 6-month Enhanced
- 12-month Enhanced
- Interest Averaging Monthly **Not available with L.inc**
- Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
- NVIT Money Market Fund
- Neuberger Berman Advisers Management Trust
AMT Short Duration Bond Portfolio
- NVIT Short Term Bond Fund
- PIMCO VIT Low Duration Portfolio
- NVIT Core Bond Fund
- NVIT Government Bond Fund



4c. Purchase Payment Allocation and Disclosures

Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.

Must be whole percentages and must add up to 100%.

AllianceBernstein Variable Products Series Fund, Inc.
% AllianceBernstein VPS Small/Mid Cap Value Portfolio
American Century Variable Portfolios, Inc.
% American Century VP Mid Cap Value Fund
American Century Variable Portfolios II, Inc.
% American Century VP Inflation Protection Fund
BlackRock Variable Series Funds, Inc.
% BlackRock Global Allocation V.I. Fund
Dreyfus
% Dreyfus IP Small Cap Stock Index Portfolio
% Dreyfus Stock Index Fund, Inc.
% Dreyfus VIF Appreciation Portfolio
Fidelity Variable Insurance Products Fund
% Fidelity VIP Energy Portfolio*
% Fidelity VIP Equity-Income Portfolio
% Fidelity VIP Freedom Fund 2010 Portfolio
% Fidelity VIP Freedom Fund 2020 Portfolio
% Fidelity VIP Freedom Fund 2030 Portfolio
% Fidelity VIP Growth Portfolio
% Fidelity VIP Investment Grade Bond Portfolio
% Fidelity VIP Mid Cap Portfolio
% Fidelity VIP Overseas Portfolio*
Franklin Templeton Variable Insurance Products Trust
% Franklin Templeton VIPT Founding Funds Allocation Fund
% Franklin Templeton VIPT Global Bond Securities Fund*
% Franklin Templeton VIPT Income Securities Fund
% Franklin VIPT Small Cap Value Securities Fund
Huntington Variable Annuity Funds
% Huntington VA International Equity Fund
% Huntington VA Situs Fund
Invesco Variable Insurance Funds
% Invesco V.I. Capital Development Fund
Ivy Funds Variable Insurance Portfolios, Inc.
% Ivy Funds VIP Asset Strategy

Janus Aspen Series
% Janus Aspen Series Forty Portfolio
% Janus Aspen Series Global Technology Portfolio*
% Janus Aspen Series Overseas Portfolio*
MFS® Variable Insurance Trust
% MFS VIT Value Series
MFS® Variable Insurance Trust II
% MFS VIT International Value Portfolio
Nationwide Variable Insurance Trust (NVIT)
% American Century NVIT Growth Fund
% American Century NVIT Multi Cap Value Fund
% American Funds NVIT Asset Allocation Fund
% American Funds NVIT Bond Fund
% American Funds NVIT Global Growth Fund
% American Funds NVIT Growth Fund
% American Funds NVIT Growth-Income Fund
% Federated NVIT High Income Bond Fund*
% Neuberger Berman NVIT Multi Cap Opportunities Fund
% Neuberger Berman NVIT Socially Responsible Fund
% NVIT Cardinal SM Aggressive Fund
% NVIT Cardinal SM Balanced Fund
% NVIT Cardinal SM Capital Appreciation Fund
% NVIT Cardinal SM Conservative Fund
% NVIT Cardinal SM Moderate Fund
% NVIT Cardinal SM Moderately Aggressive Fund
% NVIT Cardinal SM Moderately Conservative Fund
% NVIT Core Bond Fund
% NVIT Core Plus Bond Fund
% NVIT Emerging Markets Fund*
% NVIT Government Bond Fund
% NVIT International Equity Fund*
% NVIT International Index Fund*
% NVIT Investor Dest. Aggressive Fund
% NVIT Investor Dest. Balanced Fund
% NVIT Investor Dest. Capital Appreciation Fund
% NVIT Investor Dest. Conservative Fund
% NVIT Investor Dest. Moderate Fund
% NVIT Investor Dest. Moderately Aggressive Fund
% NVIT Investor Dest. Moderately Conservative Fund
% NVIT Large Cap Growth Fund
% NVIT Mid Cap Index Fund

% NVIT Money Market Fund
% NVIT Multi-Manager International Growth Fund*
% NVIT Multi-Manager International Value Fund*
% NVIT Multi-Manager Large Cap Growth Fund
% NVIT Multi-Manager Large Cap Value Fund
% NVIT Multi-Manager Mid Cap Growth Fund
% NVIT Multi-Manager Mid Cap Value Fund
% NVIT Multi-Manager Small Cap Growth Fund
% NVIT Multi-Manager Small Cap Value Fund
% NVIT Multi-Manager Small Company Fund
% NVIT Multi Sector Bond Fund
% NVIT Nationwide Fund
% NVIT Real Estate Fund
% NVIT Short Term Bond Fund
% Templeton NVIT International Value Fund*
% Van Kampen NVIT Comstock Value Fund
Neuberger Berman Advisers Management Trust
% Neuberger Berman AMT Short Duration Bond Portfolio
Oppenheimer Variable Account Funds
% Oppenheimer Global Securities Fund/VA*
% Oppenheimer Main Street® Fund/VA
% Oppenheimer Main Street Small- & Mid-Cap Fund®/VA
PIMCO Variable Insurance Trust
% PIMCO VIT Foreign Bond Portfolio (unhedged)
% PIMCO VIT Low Duration Portfolio
% PIMCO VIT Total Return Portfolio
T. Rowe Price Equity Series, Inc.
% T. Rowe Price Health Sciences Portfolio
Van Eck VIPT
% Van Eck VIPT Global Hard Assets Fund*
Wells Fargo Advantage Variable Trust
% Wells Fargo Advantage VT Small Cap Growth Fund
Nationwide Life Insurance Company
% Fixed Account

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

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

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



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.Inc Option is selected, subject to permission from Nationwide. Election of the L.Inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.Inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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:

X John Q. Doe

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

State In Which Application Was Signed: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:



NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

**COMBINATION ENHANCED DEATH BENEFIT OPTION II
(GREATER OF ONE-YEAR ANNIVERSARY OR 5% INTEREST)**

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 75 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

The Spousal Protection feature described in the Contract is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 75 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 75 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.45% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest Contract Anniversary value before the deceased applicable Annuitant's 81st birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender;
- (4) the 5% interest anniversary value.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the applicable Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The interest anniversary value described in the preceding item (4) equals: (a) Purchase Payments accumulated at 5% compound interest until the most recent Contract Anniversary, adjusted for each amount Surrendered, if the applicable Annuitant dies before their 81st birthday; or (b) Purchase Payments accumulated at 5% compound interest until the Contract Anniversary prior to the applicable Annuitant's 81st birthday, adjusted for each amount Surrendered, if the applicable Annuitant dies after their 81st birthday.

The adjustment for amounts Surrendered will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial Surrender in the same proportion that the Contract Value was reduced on the date of each partial Surrender. This adjusted value is then accumulated at 5% compound interest to determine the Death Benefit. For example, a Surrender reducing the Contract Value by 25% will reduce the Death Benefit as of the most recent Contract Anniversary by 25%.

The total accumulated amount for purposes of the interest anniversary value, adjusted for partial Surrenders, will not exceed 200% of Purchase Payments adjusted for amounts Surrendered.

In addition, after the first Contract Anniversary if the Fixed Account allocation becomes greater than 30% of the Contract Value through the application of additional Purchase Payments or Surrenders, or transfers among the available investment options under the Contract, then for purposes of calculating the interest anniversary value, 0% will accrue in that year (as measured by each recurring Contract Anniversary). If the Fixed Account allocation becomes greater than 30% of the Contract Value solely as a result of fluctuations in the value of the Variable Account, then interest will continue to accrue, for purposes of the interest anniversary value, at 5% annually, subject to the other terms and conditions outlined in this document.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

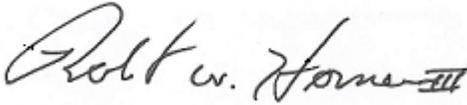
$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; (3) the greatest Contract Anniversary value before the deceased Annuitant's 81st birthday.

The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender; or (4) the 5% interest anniversary value.

Executed for Nationwide by:



Secretary



President

The interest anniversary value is adjusted and limited in the same manner as described in the "Enhanced Death Benefit" section of this document.

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
 - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

ONE-YEAR ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 80 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

The Spousal Protection feature described in the Contract is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 80 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 80 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.20% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or
- (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Termination

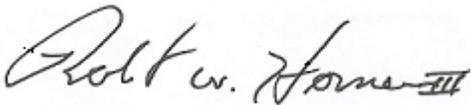
This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the

Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);

- (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:

[]
Secretary

[]
President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

ONE-MONTH ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 75 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

The Spousal Protection feature described in the Contract is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 75 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 75 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.35% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Definitions

The following definition is added to the Contract.

Monthly Death Benefit Date - Beginning with the Date of Issue, the date on which each one-month period of time elapses. The day on which this date falls each month will be the same date in the month as the Date of Issue. In the case of a Date of Issue falling on the 29th, 30th, or 31st day of the month, the date in months with fewer days will be the last day of the month.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

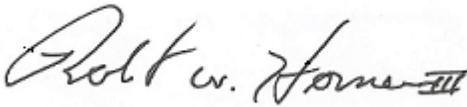
F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
 - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:



Secretary



President



NATIONWIDE LIFE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OHIO 43215
 [1-800-848-6331]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

RIGHT TO EXAMINE AND CANCEL

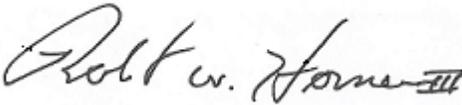
THE CONTRACT OWNER HAS THE "RIGHT TO EXAMINE AND CANCEL" THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:


 Secretary


 President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 13, and 18.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitants - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.

- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 1.55% of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.

- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the

Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract

Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$500 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$50.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit of 1.00%.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000.

Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.

(2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.

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

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section

403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.(1) One or both of the spouses (or a

revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.

- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization,

including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;

- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available

Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>					
	50	55	60	65	70	80
50	2.54	2.66	2.77	2.85	2.92	
55	2.62	2.78	2.94	3.08	3.19	
60	2.68	2.89	3.11	3.32	3.50	3.75
65		2.96	3.24	3.54	3.82	4.27
70			3.34	3.72	4.13	4.88
80				3.95	4.58	6.17

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Male Guarantee Period</u>			<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [March 12, 2012]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$10,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2047]
Contingent Annuitant: [N/A]	[N/A]	

Minimum Requirements

Minimum Subsequent Purchase Payment: \$500 (\$50 for subsequent payments made via electronic funds transfer)

Minimum Contract Value Required for Annuitization: \$2,000

Minimum Annuity Payment Amount: \$100

Guaranteed Minimum Fixed Account Rate	[1.0]%
Initial Fixed Account Rate on the Date of Issue*^	[1.10]%
Initial Minimum Fixed Account Nonforfeiture Rate**^	[1.0]%

*This rate remains in effect until the quarter end coinciding with or next following the first Contract Anniversary.

**This rate is subject to redetermination every five years and is only used to determine the minimum Surrender Value. It is not a credited rate.

^Subsequent rates may differ from the initial rates.

STANDARD DEATH BENEFIT

[X] Standard Death Benefit (Return of Contract Value or Total Purchase Payments less adjustments for amounts Surrendered)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 1.55%*

Contract Maintenance Charge: \$30**

Administrative Charge: 0.20%

Contingent Deferred Sales Charge Table:

Completed Years Measured					
From Date of the Purchase Payment:	0	1	2	3	4 & later
CDSC Percentage***:	7%	7%	6%	5%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge. Remember, charges related to the Lifetime Income Option (including the election of the Spousal Continuation Benefit, if elected) are assessed on the value of the Income Benefit Base and are only assessed once a year.

** The Contract Maintenance Charge is waived for the life of the contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

*** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

Added Charge

Death Benefit Options

One-Year Enhanced Death Benefit with Spousal Protection Option	[0.20%	X]
One-Month Enhanced Death Benefit with Spousal Protection Option	[0.35%	X]
Combination Enhanced Death Benefit II (Greater of One-Year Anniversary or 5% Interest) with Spousal Protection Option	[0.45%	X]

Other Options

Beneficiary Protector II	[0.35%	X]
Lifetime Income Option (L.inc)	[[0.70-1.50]%	X]
L.inc with Spousal Continuation	[[0.70-2.00]%	X]

Notes Regarding Additional Charges: An “X” next to the charge denotes the option has been elected. For the Death Benefit Options listed above, the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The Beneficiary Protector II option charge is structured in the same manner, but also applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The charge for the L.inc option is deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the option for details). If you elected L.inc with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM L (2.0)]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000

Page 1 of 8

[CA, DE and DC:] The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract *Please print.*

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]

Employer/Trust Name (if applicable): []
(Additional forms required. See the New Business enrollment packet.)

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]

E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ([222]) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner *(Limited to spouses. Available only with Non-Qualified Contracts.)*
 Contingent Owner *(Available only with Non-Qualified Contracts.)*

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: []

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

First Name: [] MI: [] Last Name: []

Relationship to Contract Owner: []

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

Address: Same address as owner Street: []

City: [] State: [] ZIP: []

E-mail Address: [] Daytime Phone Number: ([])

1d. Spousal Protection/Co-Annuitant *No added charge, part of the death benefit. Not available with CRTs (Charitable Remainder Trust). Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.*

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: []



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.

 If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.
By designating your spouse as a primary beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.

I do not wish to add the Spousal Protection feature to my contract.

Primary Beneficiaries

Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries

Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)

* Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ (\$10,000 initial minimum.)

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

2c. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.



Complete this page if you want the L.inc Option.

Please submit all pages of the application.

3. Contract Options Election of Options in this section increases the Variable Account charges on your contract. Election of the L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.

3a. I elect: [X] The Nationwide Lifetime Income Rider® (L.inc)

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Dollar Cost Averaging (DCA) with L.inc

[] 6-Month Enhanced DCA

[] 12-Month Enhanced DCA

If neither box is checked DCA will not be established.

Select one or more funds from Box A, or one model from Box B.

A Whole percentages only. Must add up to 100%.

- 50 % American Funds NVIT Asset Allocation Fund
% Fidelity VIP Freedom Fund 2010 Portfolio
50 % Fidelity VIP Freedom Fund 2020 Portfolio
% NVIT CardinalSM Conservative Fund
% NVIT CardinalSM Moderately Conservative Fund
% NVIT CardinalSM Balanced Fund
% NVIT CardinalSM Moderate Fund
% NVIT CardinalSM Capital Appreciation Fund
% NVIT Investor Dest. Conservative Fund
% NVIT Investor Dest. Moderately Conservative Fund
% NVIT Investor Dest. Balanced Fund
% NVIT Investor Dest. Moderate Fund
% NVIT Investor Dest. Capital Appreciation Fund

= 100%

To elect asset rebalancing, please complete section 4a.

B Elect one option only. 100% of the variable money in the contract will be allocated to option elected.

[] American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

[] Nationwide Custom Portfolio



Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

[] Immediately [] In ___ years [X] Not Sure



If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.

3b. Spousal Continuation Option

By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (Spouse must be between the age of 45 and 85). This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. Not available with CRT (Charitable Remainder Trust) contracts.

[X] Spousal Continuation Benefit

[] Same as Co-Annuitant

First Name: Jane MI: M Last Name: Doe

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



Complete this page if you want an Enhanced Death Benefit, the Beneficiary Protector II Option, Asset Rebalancing, or DCA.

Please submit all pages of the application.

3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only one):
- Standard Death Benefit
 - One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 - One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 - Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co-Annuitant, age 75 or younger.)

3d. Beneficiary Protector II *Not available in ND.*

- I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing *The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.*

- Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA with L.inc in section 3a.

- 6-month Enhanced
- 12-month Enhanced
- Interest Averaging Monthly **Not available with L.inc**
- Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
- NVIT Money Market Fund
- Neuberger Berman Advisers Management Trust
AMT Short Duration Bond Portfolio
- NVIT Short Term Bond Fund
- PIMCO VIT Low Duration Portfolio
- NVIT Core Bond Fund
- NVIT Government Bond Fund



4c. Purchase Payment Allocation and Disclosures

*Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.*

Must be whole percentages and must add up to 100%.

AllianceBernstein Variable Products Series Fund, Inc.	Janus Aspen Series	% NVIT Money Market Fund
% AllianceBernstein VPS Small/Mid Cap Value Portfolio	% Janus Aspen Series Forty Portfolio	% NVIT Multi-Manager International Growth Fund*
American Century Variable Portfolios, Inc.	% Janus Aspen Series Global Technology Portfolio*	% NVIT Multi-Manager International Value Fund*
% American Century VP Mid Cap Value Fund	% Janus Aspen Series Overseas Portfolio*	% NVIT Multi-Manager Large Cap Growth Fund
American Century Variable Portfolios II, Inc.	MFS® Variable Insurance Trust	% NVIT Multi-Manager Large Cap Value Fund
% American Century VP Inflation Protection Fund	% MFS VIT Value Series	% NVIT Multi-Manager Mid Cap Growth Fund
BlackRock Variable Series Funds, Inc.	MFS® Variable Insurance Trust II	% NVIT Multi-Manager Mid Cap Value Fund
% BlackRock Global Allocation V.I. Fund	% MFS VIT International Value Portfolio	% NVIT Multi-Manager Small Cap Growth Fund
Dreyfus	Nationwide Variable Insurance Trust (NVIT)	% NVIT Multi-Manager Small Cap Value Fund
% Dreyfus IP Small Cap Stock Index Portfolio	% American Century NVIT Growth Fund	% NVIT Multi-Manager Small Company Fund
% Dreyfus Stock Index Fund, Inc.	% American Century NVIT Multi Cap Value Fund	% NVIT Multi Sector Bond Fund
% Dreyfus VIF Appreciation Portfolio	% American Funds NVIT Asset Allocation Fund	% NVIT Nationwide Fund
Fidelity Variable Insurance Products Fund	% American Funds NVIT Bond Fund	% NVIT Real Estate Fund
% Fidelity VIP Energy Portfolio*	% American Funds NVIT Global Growth Fund	% NVIT Short Term Bond Fund
% Fidelity VIP Equity-Income Portfolio	% American Funds NVIT Growth Fund	% Templeton NVIT International Value Fund*
% Fidelity VIP Freedom Fund 2010 Portfolio	% American Funds NVIT Growth-Income Fund	% Van Kampen NVIT Comstock Value Fund
% Fidelity VIP Freedom Fund 2020 Portfolio	% Federated NVIT High Income Bond Fund*	Neuberger Berman Advisers Management Trust
% Fidelity VIP Freedom Fund 2030 Portfolio	% Neuberger Berman NVIT Multi Cap Opportunities Fund	% Neuberger Berman AMT Short Duration Bond Portfolio
% Fidelity VIP Growth Portfolio	% Neuberger Berman NVIT Socially Responsible Fund	Oppenheimer Variable Account Funds
% Fidelity VIP Investment Grade Bond Portfolio	% NVIT Cardinal SM Aggressive Fund	% Oppenheimer Global Securities Fund/VA*
% Fidelity VIP Mid Cap Portfolio	% NVIT Cardinal SM Balanced Fund	% Oppenheimer Main Street® Fund/VA
% Fidelity VIP Overseas Portfolio*	% NVIT Cardinal SM Capital Appreciation Fund	% Oppenheimer Main Street Small- & Mid-Cap Fund®/VA
Franklin Templeton Variable Insurance Products Trust	% NVIT Cardinal SM Conservative Fund	PIMCO Variable Insurance Trust
% Franklin Templeton VIPT Founding Funds Allocation Fund	% NVIT Cardinal SM Moderate Fund	% PIMCO VIT Foreign Bond Portfolio (unhedged)
% Franklin Templeton VIPT Global Bond Securities Fund*	% NVIT Cardinal SM Moderately Aggressive Fund	% PIMCO VIT Low Duration Portfolio
% Franklin Templeton VIPT Income Securities Fund	% NVIT Cardinal SM Moderately Conservative Fund	% PIMCO VIT Total Return Portfolio
% Franklin VIPT Small Cap Value Securities Fund	% NVIT Core Bond Fund	T. Rowe Price Equity Series, Inc.
Huntington Variable Annuity Funds	% NVIT Core Plus Bond Fund	% T. Rowe Price Health Sciences Portfolio
% Huntington VA International Equity Fund	% NVIT Emerging Markets Fund*	Van Eck VIPT
% Huntington VA Situs Fund	% NVIT Government Bond Fund	% Van Eck VIPT Global Hard Assets Fund*
Invesco Variable Insurance Funds	% NVIT International Equity Fund*	Wells Fargo Advantage Variable Trust
% Invesco V.I. Capital Development Fund	% NVIT International Index Fund*	% Wells Fargo Advantage VT Small Cap Growth Fund
Ivy Funds Variable Insurance Portfolios, Inc.	% NVIT Investor Dest. Aggressive Fund	
% Ivy Funds VIP Asset Strategy	% NVIT Investor Dest. Balanced Fund	
	% NVIT Investor Dest. Capital Appreciation Fund	
	% NVIT Investor Dest. Conservative Fund	
	% NVIT Investor Dest. Moderate Fund	
	% NVIT Investor Dest. Moderately Aggressive Fund	
	% NVIT Investor Dest. Moderately Conservative Fund	
	% NVIT Large Cap Growth Fund	
	% NVIT Mid Cap Index Fund	
		Nationwide Life Insurance Company
		% Fixed Account

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

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

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



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.Inc Option is selected, subject to permission from Nationwide. Election of the L.Inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.Inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:





NATIONWIDE LIFE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OHIO 43215
 [1-800-848-6331]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

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 (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) 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 CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 12 and 16.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuity Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuity - The period during which annuity payments are received by the Annuitant.

Annuity Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuity Date and there is no surviving Joint Owner.

Co-Annuity - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuity Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuity Date and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuity Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuity dies before the Annuity Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of

the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuity, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.
- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 1.65% of the daily net assets of the Variable Accounts during the first eight years of the Contract. Nationwide reserves the right to charge less than the maximum rate.

After the first eight years of the Contract are complete the Mortality and Expense Risk Charge will decrease to 1.30%.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	8%
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8 and later	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.
- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value.

When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Extra Value Feature

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

The Contract provides an Extra Value Feature. For the first twelve months the Contract is in force, Nationwide will apply a credit to the Contract equal to 5% of each Purchase Payment made to the Contract. This credit, which is funded from Nationwide's general account, will be allocated among the Sub-Accounts in the same proportion that the Purchase Payment is allocated to the Contract.

For purposes of all benefits and taxes under the Contract, credits applied under this provision are considered earnings, not Purchase Payments. Amounts credited to the Contract in excess of total Purchase Payments due to the Extra Value Feature may not be used to meet the minimum initial and subsequent Purchase Payment requirements.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.
- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes. Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.

- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;

- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;

- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

		<u>Adjusted Age of Female Annuitant*</u>						80
		50	55	60	65	70		
<u>Adjusted Age of Male Annuitant*</u>	50	2.54	2.66	2.77	2.85	2.92		
	55	2.62	2.78	2.94	3.08	3.19		
	60	2.68	2.89	3.11	3.32	3.50	3.75	
	65		2.96	3.24	3.54	3.82	4.27	
	70			3.34	3.72	4.13	4.88	
	80				3.95	4.58	6.17	

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with
Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

Parties to the Contract

Contract Owner: [John Q. Doe]
Joint Owner: [Jane M. Doe]
Annuitant: [John Q. Doe]
Co-Annuitant: [N/A]
Contingent Owner: [N/A]
Contingent Annuitant: [N/A]

Date of Birth

[January 1, 1956]
[December 1, 1961]
[January 1, 1956]
[N/A]
[N/A]
[N/A]

Additional Issuing Information

Contract Number: [01-000000000]
Date of Issue: [March 12, 2012]
Contract Type: [Non-qualified]
Initial Purchase Payment: [\$10,000]
Annuity Commencement Date: [January 1, 2047]

Minimum Requirements

Minimum Subsequent Purchase Payment: \$1,000 (\$150 for subsequent payments made via electronic funds transfer)
Minimum Contract Value Required for Annuitization: \$2,000
Minimum Annuity Payment Amount: \$100

Guaranteed Minimum Fixed Account Rate	[1.0]%
Initial Fixed Account Rate on the Date of Issue* ^	[1.10]%
Initial Minimum Fixed Account Nonforfeiture Rate** ^	[1.0]%

*This rate remains in effect until the quarter end coinciding with or next following the first Contract Anniversary.
**This rate is subject to redetermination every five years and is only used to determine the minimum Surrender Value. It is not a credited rate.

^Subsequent rates may differ from the initial rates.

STANDARD DEATH BENEFIT

[X] Standard Death Benefit (Return of Premium with Spousal Protection, less adjustments for amounts Surrendered)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Accounts Charges:

Mortality & Expense Risk Charge	1.65%* (during the first eight years of the Contract decreasing to 1.30% *after the first eight years of the Contract are complete.)
Administrative Charge	0.20%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge. Remember, charges related to the Lifetime Income Option (including the election of the Spousal Continuation Benefit, if elected) are assessed on the value of the Income Benefit Base and are only assessed once a year.

Contract Maintenance Charge: \$30**

** The Contract Maintenance Charge is waived for the life of the contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

Contingent Deferred Sales Charge Table:

Completed Years Measured	0	1	2	3	4	5	6	7	8 & Thereafter
From Date of the Purchase Payment:									
CDSC Percentage***:	8%	8%	8%	7%	6%	5%	4%	3%	0%

*** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

Added Charge

Death Benefit Options

One-Year Enhanced Death Benefit Option with Spousal Protection Feature	[0.20%	X]
One-Month Enhanced Death Benefit Option with Spousal Protection Feature	[0.35%	X]
Combination Enhanced Death Benefit Option (Greater of 1 Year Anniversary or 5% Interest) with Spousal Protection Feature	[0.45%	X]

Other Options

Beneficiary Protector II Option	[0.35%	X]
Lifetime Income (L.inc) Option	[[0.70-1.50] %	X]
L.inc with Spousal Continuation Benefit	[[0.70-2.00]%	X]

Notes Regarding Additional Charges: An "X" next to the charge denotes the option has been elected. For the Death Benefit Options listed above, the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The charge for the Beneficiary Protector II option is structured in the same manner, but also is applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The charge for the L.inc option is deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected L.inc with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

5% of each Purchase Payment made to the Contract for the first twelve months the Contract is in force.

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM EV (2.0)]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000 for Non-Qualified and CRTs; \$3,000 for Qualified

Page 1 of 8

[CA, DE and DC:] The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract

Please print.

1a. Contract Owner

First Name: John MI: Q Last Name: Doe

Employer/Trust Name (if applicable):

(Additional forms required. See the New Business enrollment packet.)

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

E-mail Address: jdoe@abccompany.com Daytime Phone Number: (222) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner (Limited to spouses. Available only with Non-Qualified Contracts.)
 Contingent Owner (Available only with Non-Qualified Contracts.)

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:

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

First Name: MI: Last Name:

Relationship to Contract Owner:

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

Address: Same address as owner Street:

City: State: ZIP:

E-mail Address: Daytime Phone Number: ()

1d. Spousal Protection/Co-Annuitant No added charge, part of the death benefit. **Not available with CRTs (Charitable Remainder Trust).** Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.

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:



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.



If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.

By designating your spouse as a primary beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.

I do not wish to add the Spousal Protection feature to my contract.

Primary Beneficiaries

Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries

Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)

* Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ (**\$10,000 initial minimum for Non-Qualified and CRTs
\$3,000 for all other contract types**)

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

2c. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.



Complete this page if you want the L.inc Option.

Please submit all pages of the application.

3. Contract Options

Election of Options in this section increases the Variable Account charges on your contract. Election of the L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.

3a. I elect: [X] The Nationwide Lifetime Income Rider® (L.inc)

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Dollar Cost Averaging (DCA) with L.inc

[] 6-Month Enhanced DCA

[] 12-Month Enhanced DCA

If neither box is checked DCA will not be established.

Select one or more funds from Box A, or one model from Box B.

A Whole percentages only. Must add up to 100%.

- 50 % American Funds NVIT Asset Allocation Fund
% Fidelity VIP Freedom Fund 2010 Portfolio
50 % Fidelity VIP Freedom Fund 2020 Portfolio
% NVIT CardinalSM Conservative Fund
% NVIT CardinalSM Moderately Conservative Fund
% NVIT CardinalSM Balanced Fund
% NVIT CardinalSM Moderate Fund
% NVIT CardinalSM Capital Appreciation Fund
% NVIT Investor Dest. Conservative Fund
% NVIT Investor Dest. Moderately Conservative Fund
% NVIT Investor Dest. Balanced Fund
% NVIT Investor Dest. Moderate Fund
% NVIT Investor Dest. Capital Appreciation Fund

= 100%

To elect asset rebalancing, please complete section 4a.

B Elect one option only. 100% of the variable money in the contract will be allocated to option elected.

[] American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

[] Nationwide Custom Portfolio



Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

[] Immediately [] In ___ years [X] Not Sure



If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.

3b. Spousal Continuation Benefit

By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (Spouse must be between the age of 45 and 85). This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life will be named as sole Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. Not available with CRT (Charitable Remainder Trust) contracts.

[X] Spousal Continuation Benefit [] Same as Co-Annuitant

First Name: Jane MI: M Last Name: Doe

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



Complete this page if you want an Enhanced Death Benefit, the Beneficiary Protector II Option, Asset Rebalancing, or DCA.

Please submit all pages of the application.

3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only **one**):
- Standard Death Benefit
 - One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 - One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 - Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest (Annuitant/Co Annuitant, age 75 or younger.)

3d. Beneficiary Protector II *Not available in ND.*

- I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing *The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.*

- Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA with L.inc in section 3a.

- 6-month Enhanced
- 12-month Enhanced
- Interest Averaging Monthly **Not available with L.inc**
- Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
- NVIT Money Market Fund
- Neuberger Berman Advisers Management Trust
AMT Short Duration Bond Portfolio
- NVIT Short Term Bond Fund
- PIMCO VIT Low Duration Portfolio
- NVIT Core Bond Fund
- NVIT Government Bond Fund



4c. Purchase Payment Allocation and Disclosures

Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.

Must be whole percentages and must add up to 100%.

AllianceBernstein Variable Products Series Fund, Inc.	Janus Aspen Series	% NVIT Money Market Fund
% AllianceBernstein VPS Small/Mid Cap Value Portfolio	% Janus Aspen Series Forty Portfolio	% NVIT Multi-Manager International Growth Fund*
American Century Variable Portfolios, Inc.	% Janus Aspen Series Global Technology Portfolio*	% NVIT Multi-Manager International Value Fund*
% American Century VP Mid Cap Value Fund	% Janus Aspen Series Overseas Portfolio*	% NVIT Multi-Manager Large Cap Growth Fund
American Century Variable Portfolios II, Inc.	MFS® Variable Insurance Trust	% NVIT Multi-Manager Large Cap Value Fund
% American Century VP Inflation Protection Fund	% MFS VIT Value Series	% NVIT Multi-Manager Mid Cap Growth Fund
BlackRock Variable Series Funds, Inc.	MFS® Variable Insurance Trust II	% NVIT Multi-Manager Mid Cap Value Fund
% BlackRock Global Allocation V.I. Fund	% MFS VIT International Value Portfolio	% NVIT Multi-Manager Small Cap Growth Fund
Dreyfus	Nationwide Variable Insurance Trust (NVIT)	% NVIT Multi-Manager Small Cap Value Fund
% Dreyfus IP Small Cap Stock Index Portfolio	% American Century NVIT Growth Fund	% NVIT Multi-Manager Small Company Fund
% Dreyfus Stock Index Fund, Inc.	% American Century NVIT Multi Cap Value Fund	% NVIT Multi Sector Bond Fund
% Dreyfus VIF Appreciation Portfolio	% American Funds NVIT Asset Allocation Fund	% NVIT Nationwide Fund
Fidelity Variable Insurance Products Fund	% American Funds NVIT Bond Fund	% NVIT Real Estate Fund
% Fidelity VIP Energy Portfolio*	% American Funds NVIT Global Growth Fund	% NVIT Short Term Bond Fund
% Fidelity VIP Equity-Income Portfolio	% American Funds NVIT Growth Fund	% Templeton NVIT International Value Fund*
% Fidelity VIP Freedom Fund 2010 Portfolio	% American Funds NVIT Growth-Income Fund	% Van Kampen NVIT Comstock Value Fund
% Fidelity VIP Freedom Fund 2020 Portfolio	% Federated NVIT High Income Bond Fund*	Neuberger Berman Advisers Management Trust
% Fidelity VIP Freedom Fund 2030 Portfolio	% Neuberger Berman NVIT Multi Cap Opportunities Fund	% Neuberger Berman AMT Short Duration Bond Portfolio
% Fidelity VIP Growth Portfolio	% Neuberger Berman NVIT Socially Responsible Fund	Oppenheimer Variable Account Funds
% Fidelity VIP Investment Grade Bond Portfolio	% NVIT Cardinal SM Aggressive Fund	% Oppenheimer Global Securities Fund/VA*
% Fidelity VIP Mid Cap Portfolio	% NVIT Cardinal SM Balanced Fund	% Oppenheimer Main Street® Fund/VA
% Fidelity VIP Overseas Portfolio*	% NVIT Cardinal SM Capital Appreciation Fund	% Oppenheimer Main Street Small- & Mid-Cap Fund®/VA
Franklin Templeton Variable Insurance Products Trust	% NVIT Cardinal SM Conservative Fund	PIMCO Variable Insurance Trust
% Franklin Templeton VIPT Founding Funds Allocation Fund	% NVIT Cardinal SM Moderate Fund	% PIMCO VIT Foreign Bond Portfolio (unhedged)
% Franklin Templeton VIPT Global Bond Securities Fund*	% NVIT Cardinal SM Moderately Aggressive Fund	% PIMCO VIT Low Duration Portfolio
% Franklin Templeton VIPT Income Securities Fund	% NVIT Cardinal SM Moderately Conservative Fund	% PIMCO VIT Total Return Portfolio
% Franklin VIPT Small Cap Value Securities Fund	% NVIT Core Bond Fund	T. Rowe Price Equity Series, Inc.
Huntington Variable Annuity Funds	% NVIT Core Plus Bond Fund	% T. Rowe Price Health Sciences Portfolio
% Huntington VA International Equity Fund	% NVIT Emerging Markets Fund*	Van Eck VIPT
% Huntington VA Situs Fund	% NVIT Government Bond Fund	% Van Eck VIPT Global Hard Assets Fund*
Invesco Variable Insurance Funds	% NVIT International Equity Fund*	Wells Fargo Advantage Variable Trust
% Invesco V.I. Capital Development Fund	% NVIT International Index Fund*	% Wells Fargo Advantage VT Small Cap Growth Fund
Ivy Funds Variable Insurance Portfolios, Inc.	% NVIT Investor Dest. Aggressive Fund	
% Ivy Funds VIP Asset Strategy	% NVIT Investor Dest. Balanced Fund	
	% NVIT Investor Dest. Capital Appreciation Fund	
	% NVIT Investor Dest. Conservative Fund	
	% NVIT Investor Dest. Moderate Fund	
	% NVIT Investor Dest. Moderately Aggressive Fund	
	% NVIT Investor Dest. Moderately Conservative Fund	
	% NVIT Large Cap Growth Fund	
	% NVIT Mid Cap Index Fund	
		Nationwide Life Insurance Company
		% Fixed Account

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

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

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



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.inc Option is selected, subject to permission from Nationwide. Election of the L.Inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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:**

X John Q. Doe

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

State In Which Application Was Signed: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:





NATIONWIDE LIFE INSURANCE COMPANY
 ONE NATIONWIDE PLAZA
 COLUMBUS, OHIO 43215
 [1-800-848-6331]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

RIGHT TO EXAMINE AND CANCEL

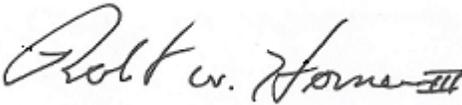
THE CONTRACT OWNER HAS THE "RIGHT TO EXAMINE AND CANCEL" THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:


 Secretary


 President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 12, and 16.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitants - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.

- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 1.10% of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract

Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.

- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received.

Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the

Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract

Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$150.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in

writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit of 1.00%.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000.

Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.
- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in

effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>						80
	50	55	60	65	70	75	
50	2.54	2.66	2.77	2.85	2.92		
55	2.62	2.78	2.94	3.08	3.19		
60	2.68	2.89	3.11	3.32	3.50	3.75	
65		2.96	3.24	3.54	3.82	4.27	
70			3.34	3.72	4.13	4.88	
80				3.95	4.58	6.17	

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	NONE	120 MONTHS	240 MONTHS		NONE	120 MONTHS	240 MONTHS
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	Male Guarantee Period			ANNUITANT'S ADJUSTED AGE*	Female Guarantee Period		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

OPTIONS ELECTED

<u>Death Benefit Options</u>	Added Charge	
Combination Enhanced Death Benefit Option (Greater of One-Year Anniversary or 5% Interest) with Spousal Protection	[0.45%	X]
One-Year Enhanced Death Benefit Option with Spousal Protection	[0.20%	X]
One-Month Enhanced Death Benefit Option with Spousal Protection	[0.35%	X]
 <u>Other Options</u>		
Liquidity Option (additional charge ends 4 years from the Date of Issue)	[0.50%	X]
Beneficiary Protector II Option	[0.35%	X]
5% Lifetime Income (L.inc) Option	[[0.60-1.00]%	X]
5% L.inc with Spousal Continuation Benefit	[[0.60-1.15]%	X]
7% Lifetime Income (L.inc) Option	[[0.70-1.50]%	X]
7% L.inc with Spousal Continuation Benefit	[[0.70-2.00]%	X]

Notes Regarding Additional Charges: An "X" next to the charge denotes the Option has been elected. For the Death Benefit Options, Liquidity Option, and Beneficiary Protector II, the charges are shown as an annual charge added to the base Variable Account Charge and deducted from the Variable Account on a daily basis. For Beneficiary Protector II, the charges are also applied to the daily interest credited on amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease in the interest crediting rate. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The L.inc option charges are deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected a L.inc option with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Limits on Purchase Payments under the Liquidity Option

Purchase Payments will only be accepted during the first contract year, the one year period determined from the Date of Issue. No further Purchase Payments will be accepted on or after the first Contract Anniversary.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [March 12, 2012]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$10,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2047]
Contingent Annuitant: [N/A]	[N/A]	

Minimum Requirements

Minimum Subsequent Purchase Payment: \$1,000 (\$150 for subsequent payments made via electronic funds transfer)

Minimum Contract Value Required for Annuitization: \$2,000

Minimum Annuity Payment Amount: \$100

Guaranteed Minimum Fixed Account Rate	[1.0]%
Initial Fixed Account Rate on the Date of Issue*^	[1.10]%
Initial Minimum Fixed Account Nonforfeiture Rate**^	[1.0]%

*This rate remains in effect until the quarter end coinciding with or next following the first Contract Anniversary.

**This rate is subject to redetermination every five years and is only used to determine the minimum Surrender Value. It is not a credited rate.

^Subsequent rates may differ from the initial rates.

STANDARD DEATH BENEFIT and CDSC

[X] Standard Death Benefit with Spousal Protection (Return of Contract Value or Total Purchase Payments less adjustments for amounts Surrendered)

[X] Standard 7 Year CDSC Schedule

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 1.10%*

Contract Maintenance Charge: \$30**

Administrative Charge: 0.20%

Contingent Deferred Sales Charge Table:

Number of Completed Years Measured from the Date of the Purchase Payment:	0	1	2	3	4	5	6	7 & Thereafter
CDSC Percentage***:	7%	7%	6%	5%	4%	3%	2%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge.

** The Contract Maintenance Charge is waived for the life of the Contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

*** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

<u>Death Benefit Options</u>	Added Charge	
Combination Enhanced Death Benefit Option (Greater of One-Year Anniversary or 5% Interest) with Spousal Protection	[0.45%	X]
One-Year Enhanced Death Benefit Option with Spousal Protection	[0.20%	X]
One-Month Enhanced Death Benefit Option with Spousal Protection	[0.35%	X]
 <u>Other Options</u>		
Liquidity Option (additional charge ends 4 years from the Date of Issue)	[0.50%]
Beneficiary Protector II Option	[0.35%	X]
5% Lifetime Income (L.inc) Option	[[0.60-1.00)%	X]
5% L.inc with Spousal Continuation Benefit	[[0.60-1.15)%	X]
7% Lifetime Income (L.inc) Option	[[0.70-1.50)%	X]
7% L.inc with Spousal Continuation Benefit	[[0.70-2.00)%	X]

Notes Regarding Additional Charges: An "X" next to the charge denotes the Option has been elected. For the Death Benefit Options, Liquidity Option, and Beneficiary Protector II, the charges are shown as an annual charge added to the base Variable Account Charge and deducted from the Variable Account on a daily basis. For Beneficiary Protector II, the charges are also applied to the daily interest credited on amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease in the interest crediting rate. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The L.inc option charges are deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the Option for details). If you elected a L.inc option with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

Nationwide Life Insurance Company

P.O. Box [182021]
Columbus, OH [43218-2021]
[1-800-321-6064]

[Nationwide DestinationSM Navigator (2.0)]

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000 for Non- Qualified and CRTs; \$3,000 for Qualified

Page 1 of 8

[DE and DC:] The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract

Please print.

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]
Employer/Trust Name (if applicable): [_____] (Additional forms required. See the New Business enrollment packet.)
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]
E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ([222]) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner (Limited to spouses. Available only with Non-Qualified Contracts.)
 Contingent Owner (Available only with Non-Qualified Contracts.)

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: [_____] Different address 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: [_____] Relationship to Contract Owner: [_____] Date of Birth: [_____] Sex: M F Soc. Sec. No. or Tax ID: [- -] Address: Same address as owner Street: [_____] City: [_____] State: [_____] ZIP: [_____] E-mail Address: [_____] Daytime Phone Number: ([]) []

1d. Spousal Protection/Co-Annuitant No added charge, part of the death benefit. Not available with CRTs (Charitable Remainder Trust). Must be age 85 or younger. With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.

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: [_____]



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.

 If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.
By designating your spouse as a primary beneficiary AND not completing Spousal Protection/Co-Annuitant (section 1d), Nationwide will automatically add the Spousal Protection feature. If you do not want the Spousal Protection feature, please check the box below.
 I do not wish to add the Spousal Protection feature to my contract.

Primary Beneficiaries Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)

* Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ (\$10,000 initial minimum for Non-Qualified and CRT contract types and \$3,000 initial minimum for Qualified contract types.)

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

2c. Transfer Authorization for Registered Representative

By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type of market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action by Nationwide in reliance of such instructions.



Complete this page if you want the L.inc Option.

Please submit all pages of the application.

3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Election of a L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.*

3a. The Nationwide Lifetime Income Rider® (L.inc)

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the ages of 45 and 85 to select L.inc 7.
Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the ages of 45 and 85 to select L.inc 5.
If L.inc is elected, the Fixed Account is only available as the originating account for Dollar Cost Averaging for Living Benefits.

The Nationwide Lifetime Income Rider® (L.inc)

- L.inc 7 Single Life** (Must be between the ages of 45 and 85.)
- L.inc 7 with Spousal Continuation Benefit** (Must complete section 3b.)
- L.inc 5 Single Life** (Must be between the ages of 45 and 85.)
- L.inc 5 with Spousal Continuation Benefit** (Must complete section 3b.)

Dollar Cost Averaging Optional Features

- 6-Month Enhanced DCA** **12-Month Enhanced DCA**

If neither box is checked DCA will not be established.

Select one or more funds from Box A, or one model from Box B.

A Whole percentages only. Must add up to 100%.

- % American Funds NVIT Asset Allocation Fund
- % Fidelity VIP Freedom Fund 2010 Portfolio
- % Fidelity VIP Freedom Fund 2020 Portfolio
- % NVIT CardinalSM Conservative Fund
- % NVIT CardinalSM Moderately Conservative Fund
- % NVIT CardinalSM Balanced Fund
- % NVIT CardinalSM Moderate Fund
- % NVIT CardinalSM Capital Appreciation Fund
- % NVIT Investor Dest. Conservative Fund
- % NVIT Investor Dest. Moderately Conservative Fund
- % NVIT Investor Dest. Balanced Fund
- % NVIT Investor Dest. Moderate Fund
- % NVIT Investor Dest. Capital Appreciation Fund

= 100%

To elect asset rebalancing, please complete section 4a.

B Elect **one** option only. **100%** of the variable money in the contract will be allocated to option elected.

- American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

- Nationwide Custom Portfolio



Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

- Immediately In ____ years Not Sure



If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.



3b. Spousal Continuation Option

By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life (Spouse must be between the age of 45 and 85 for L.inc). This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life will be named as sole Primary Beneficiaries. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. **Not available with CRT (Charitable Remainder Trust) contracts.**

Spousal Continuation Benefit Same as Co-Annuitant

First Name: MI: Last Name:
Date of Birth: Sex: M F Soc. Sec. No. or Tax ID:

3c. Death Benefits

If a death benefit option is not elected, we will default to the Standard Death Benefit.

I elect (choose only one): Standard Death Benefit
 One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
 One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
 Combination Enhanced Death Benefit - Greater of One-Year/5% Interest (Annuitant/Co Annuitant, age 75 or younger.)

3d. Liquidity Option (4 Year CDSC Option)

I elect: Liquidity Option

3e. Beneficiary Protector II Not available in ND.

I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing

The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.

Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA for Living Benefits in section 3a. If you elect L.inc, you must make your DCA election in section 3a.

6-month Enhanced
 12-month Enhanced
 Interest Averaging Monthly **Not available with L.inc**
 Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
- NVIT Money Market Fund
- Neuberger Berman Advisers Management Trust
AMT Short Duration Bond Portfolio
- NVIT Short Term Bond Fund
- PIMCO VIT Low Duration Portfolio
- NVIT Core Bond Fund
- NVIT Government Bond Fund



4c. Purchase Payment Allocation and Disclosures

Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.

Must be whole percentages and must add up to 100%.

AllianceBernstein Variable Products Series Fund, Inc.	Janus Aspen Series	% NVIT Money Market Fund
% AllianceBernstein VPS Small/Mid Cap Value Portfolio	% Janus Aspen Series Forty Portfolio	% NVIT Multi-Manager International Growth Fund*
American Century Variable Portfolios, Inc.	% Janus Aspen Series Global Technology Portfolio*	% NVIT Multi-Manager International Value Fund*
% American Century VP Mid Cap Value Fund	% Janus Aspen Series Overseas Portfolio*	% NVIT Multi-Manager Large Cap Growth Fund
American Century Variable Portfolios II, Inc.	MFS® Variable Insurance Trust	% NVIT Multi-Manager Large Cap Value Fund
% American Century VP Inflation Protection Fund	% MFS VIT Value Series	% NVIT Multi-Manager Mid Cap Growth Fund
BlackRock Variable Series Funds, Inc.	MFS® Variable Insurance Trust II	% NVIT Multi-Manager Mid Cap Value Fund
% BlackRock Global Allocation V.I. Fund	% MFS VIT International Value Portfolio	% NVIT Multi-Manager Small Cap Growth Fund
Dreyfus	Nationwide Variable Insurance Trust (NVIT)	% NVIT Multi-Manager Small Cap Value Fund
% Dreyfus IP Small Cap Stock Index Portfolio	% American Century NVIT Growth Fund	% NVIT Multi-Manager Small Company Fund
% Dreyfus Stock Index Fund, Inc.	% American Century NVIT Multi Cap Value Fund	% NVIT Multi Sector Bond Fund
% Dreyfus VIF Appreciation Portfolio	% American Funds NVIT Asset Allocation Fund	% NVIT Nationwide Fund
Fidelity Variable Insurance Products Fund	% American Funds NVIT Bond Fund	% NVIT Real Estate Fund
% Fidelity VIP Energy Portfolio*	% American Funds NVIT Global Growth Fund	% NVIT Short Term Bond Fund
% Fidelity VIP Equity-Income Portfolio	% American Funds NVIT Growth Fund	% Templeton NVIT International Value Fund*
% Fidelity VIP Freedom Fund 2010 Portfolio	% American Funds NVIT Growth-Income Fund	% Van Kampen NVIT Comstock Value Fund
% Fidelity VIP Freedom Fund 2020 Portfolio	% Federated NVIT High Income Bond Fund*	Neuberger Berman Advisers Management Trust
% Fidelity VIP Freedom Fund 2030 Portfolio	% Neuberger Berman NVIT Multi Cap Opportunities Fund	% Neuberger Berman AMT Short Duration Bond Portfolio
% Fidelity VIP Growth Portfolio	% Neuberger Berman NVIT Socially Responsible Fund	Oppenheimer Variable Account Funds
% Fidelity VIP Investment Grade Bond Portfolio	% NVIT Cardinal SM Aggressive Fund	% Oppenheimer Global Securities Fund/VA*
% Fidelity VIP Mid Cap Portfolio	% NVIT Cardinal SM Balanced Fund	% Oppenheimer Main Street® Fund/VA
% Fidelity VIP Overseas Portfolio*	% NVIT Cardinal SM Capital Appreciation Fund	% Oppenheimer Main Street Small- & Mid-Cap Fund®/VA
Franklin Templeton Variable Insurance Products Trust	% NVIT Cardinal SM Conservative Fund	PIMCO Variable Insurance Trust
% Franklin Templeton VIPT Founding Funds Allocation Fund	% NVIT Cardinal SM Moderate Fund	% PIMCO VIT Foreign Bond Portfolio (unhedged)
% Franklin Templeton VIPT Global Bond Securities Fund*	% NVIT Cardinal SM Moderately Aggressive Fund	% PIMCO VIT Low Duration Portfolio
% Franklin Templeton VIPT Income Securities Fund	% NVIT Cardinal SM Moderately Conservative Fund	% PIMCO VIT Total Return Portfolio
% Franklin VIPT Small Cap Value Securities Fund	% NVIT Core Bond Fund	T. Rowe Price Equity Series, Inc.
Huntington Variable Annuity Funds	% NVIT Core Plus Bond Fund	% T. Rowe Price Health Sciences Portfolio
% Huntington VA International Equity Fund	% NVIT Emerging Markets Fund*	Van Eck VIPT
% Huntington VA Situs Fund	% NVIT Government Bond Fund	% Van Eck VIPT Global Hard Assets Fund*
Invesco Variable Insurance Funds	% NVIT International Equity Fund*	Wells Fargo Advantage Variable Trust
% Invesco V.I. Capital Development Fund	% NVIT International Index Fund*	% Wells Fargo Advantage VT Small Cap Growth Fund
Ivy Funds Variable Insurance Portfolios, Inc.	% NVIT Investor Dest. Aggressive Fund	
% Ivy Funds VIP Asset Strategy	% NVIT Investor Dest. Balanced Fund	
	% NVIT Investor Dest. Capital Appreciation Fund	
	% NVIT Investor Dest. Conservative Fund	
	% NVIT Investor Dest. Moderate Fund	
	% NVIT Investor Dest. Moderately Aggressive Fund	
	% NVIT Investor Dest. Moderately Conservative Fund	
	% NVIT Large Cap Growth Fund	
	% NVIT Mid Cap Index Fund	
		Nationwide Life Insurance Company
		% Fixed Account
		If you elect L.inc, the Fixed Account is only available as the originating account for the available Dollar Cost Averaging programs.

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

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

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



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.Inc Option is selected, subject to permission from Nationwide. Election of the L.Inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.Inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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:**

X John Q. Doe

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

State In Which Application Was Signed: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Thomas A Moore Date:

Principal's Signature: James P Smith Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Date:

Principal's Signature: Date:



NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

LIFETIME INCOME (L.inc) OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page.

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. Terms not defined in this option have the meaning given to them in the Contract.

This option provides a lifetime withdrawal benefit even if negative investment experience and/or lifetime withdrawals reduce the Contract Value to zero.

This option is irrevocable. However, the purpose of the guaranteed withdrawal benefit provided under this option is to provide security through an available Lifetime Withdrawal Amount for the Determining Life, and if applicable the Joint Determining Life. Therefore, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 4 of the Termination section of this option.

Warnings: The Income Benefit Base cannot be Surrendered as a lump sum and is not payable as a death benefit.

Surrenders in excess of the Lifetime Withdrawal Amount could reduce future benefits under this option by more than the dollar amount of the Surrender.

Surrenders prior to age 59 1/2 may result in the immediate application of taxes and penalties under Section 72 of the Internal Revenue Code.

Definitions

The following definitions are added to the Contract:

Determining Life - The person designated as Contract Owner on the application (Annuitant in the event of a non-natural Contract Owner).

Income Benefit Base - The value calculated under this option that is multiplied by the Lifetime Withdrawal Percentage to determine the Lifetime Withdrawal Amount.

Joint Determining Life - The spouse of the Determining Life upon whose lifetime withdrawals under this option may also be based. A Joint Determining Life may only be named when the Spousal Continuation Benefit is elected.

Lifetime Withdrawal Amount - The maximum amount that can be Surrendered between Option Anniversaries without reducing the Income Benefit Base. It is calculated by multiplying the Income Benefit Base by the Lifetime Withdrawal Percentage.

Lifetime Withdrawal Percentage - A specified percentage listed in this option based on the age of the Determining Life at the time the first Surrender is taken. In cases where the Spousal Continuation Benefit has been elected, the Lifetime Withdrawal Percentage will be determined based on the younger of the Determining Life and Joint Determining Life.

Option Anniversary - Each recurring one-year anniversary beginning with the date it is issued.

Option Year - Beginning with the date it is issued, each one-year period this option remains in-force.

Permitted Investment Options - Sub-Accounts and/or asset allocation models Nationwide designates for availability with this option. The Fixed Account, if available, is not a Permitted Investment Option, i.e. Purchase Payments cannot be allocated to nor Contract Value transferred to or from the Fixed Account, except that, for Contracts that offer the Fixed Account, it is available as the originating account for dollar cost averaging for lifetime income option programs.

Spousal Continuation Benefit - An election allowing the spouse of the Determining Life to be named as a Joint Determining Life.

Reports

Before the first Surrender is taken, the annual report provided for the Contract will include the Income Benefit Base on the latest Option Anniversary and the Lifetime Withdrawal amount available for the earliest possible Surrender date, i.e. the following Option Year.

Additional Charge

Nationwide will deduct an additional charge of up to 1.00% of the then current Income Benefit Base on each Option Anniversary. A prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options on each Option Anniversary.

If the optional Spousal Continuation Benefit is elected, Nationwide will deduct a charge in addition to the base charge under this option and/or offer lower Lifetime Withdrawal Percentages. If a charge is assessed for the Spousal Continuation Benefit, it will be up to 0.15% of the current value of the Income Benefit Base on each Option Anniversary. If a charge is assessed, a prorated charge for any partially completed Option Year will also be deducted upon full Surrender of the Contract. The charge is deducted proportionally from the elected Permitted Investment Options on each Option Anniversary. Lifetime Withdrawal Percentages with and without election of the Spousal Continuation Benefit are stated in the "Calculation of the Lifetime Withdrawal Amount" section of this option.

The initial L.inc Option charge rate on the Date of Issue is stated in the Contract Specifications Page and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets Income Benefit Base, as described in the "Non-Automatic Reset" section of this option, may increase the L.inc Option charge rate, subject to the maximum charge rate stated in this option.

Option Requirements and Restrictions

The following apply to this option:

- (1) This option is only available to Contracts with a Determining Life between the age of 45 and 85 on the date the application is signed.

- (2) This option is not available to a beneficially owned Contract - a Contract that is inherited or established by a Beneficiary who continues to hold the Contract as a Beneficiary (as opposed to treating the Contract as his/her own) for tax purposes.
- (3) After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Annuitant, and/or Determining Life. Any excess amount refused will be returned to the Contract Owner.
- (4) Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.
- (5) Loans, to the extent otherwise permitted under the Contract or an endorsement to the Contract, are not allowed.
- (6) Nationwide may restrict the availability of this option in conjunction with other options that may be offered under the Contract. Other options that are not available for election in conjunction with this option are identified in the application.
- (7) For Contracts that otherwise offer the Fixed Account, it is not available with this option, except as the originating account for any dollar cost averaging program offered in conjunction with this option (see "Dollar Cost Averaging for Lifetime Income Option" section of this option);
- (8) The Determining Life cannot be changed;
- (9) The manner in which the Contract Value, Death Benefit, or any other benefits or values described in the Contract or any other option are calculated is not modified by this option;
- (10) As with any Surrender, Surrender of the Lifetime Withdrawal Amount reduces the Contract Value, Death Benefit, and any other benefits and values as described in the Contract or any other option; and

- (11) Allocations and transfers among the investment options are limited as provided in the Investment Allocation & Transfer Restrictions section of this option.

Spousal Continuation Benefit

The Spousal Continuation Benefit is available for all contract types except Charitable Remainder Trust owned Contracts. For all other contract types, the applicant may elect the optional Spousal Continuation Benefit only at the time this option is elected. If elected, the Spousal Continuation Benefit allows the survivor of the Determining Life and Joint Determining Life to continue to receive, for the duration of his/her lifetime, the Lifetime Withdrawal Amount.

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

- (1) The spouse of the Determining Life must be named as the Joint Determining Life and cannot be changed;
- (2) The Joint Determining Life, must be between the age of 45 and 85 at the time the application is signed;
- (3) For Contracts with a non-natural owner, the Determining Life and Joint Determining Life must be named as Co-Annuitants, except in the case of a non-natural Contract Owner and/or Joint Owner, and where the spousal protection benefit (payment of a Death Benefit on both spouses) is not used, the Determining Life and Joint Determining Life must be named as the Annuitant and Contingent Annuitant and as the only primary Beneficiaries. In this case, one Death Benefit is paid when the last survivor of the Annuitant and Contingent Annuitant dies;
- (4) The Determining Life and Joint Determining Life must be named as the only primary Beneficiaries. Any other named parties to the Contract, except for Contingent Beneficiaries, must be the Determining Life or Joint Determining Life; and
- (5) If both the Determining Life and Joint Determining Life are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose life any annuity payments involving life contingencies depend. For a Contract issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named.

Termination of Spousal Continuation Benefit

Once the Spousal Continuation Benefit is elected, it can only be removed from the Contract if no Surrenders have been taken and if Nationwide is provided with proof of divorce, annulment, or dissolution of the marriage between the Determining Life and Joint Determining Life;

If the Spousal Continuation Benefit is removed, any additional charge assessed for it will end and/or the applicable Lifetime Withdrawal Percentages will be those that would have applied if the Spousal Continuation Benefit had never been elected.

If the Spousal Continuation Benefit is removed from the Contract, it may not be re-elected or added to cover a subsequent spouse.

Investment Allocation and Transfer Restrictions

Nationwide will restrict the allocation of Purchase Payments and transfers of Contract Value to Permitted Investment Options in conjunction with this option. Nationwide also reserves the right to restrict allocations to Permitted Investment Options in which the Contract Owner is already invested after the election of this option. Nationwide may substitute Permitted Investment Options available to the Contract Owner in the event any previous Permitted Investment Option(s) are no longer available to the Variable Account or Nationwide's management determines that any previous Permitted Investment Option(s) are no longer appropriate for the purposes of the Contract or this option.

Dollar Cost Averaging for Lifetime Income Option

Nationwide may, from time to time, offer dollar cost averaging for Lifetime Income Option programs. These programs are only available for Contracts with a Fixed Account. Only new Purchase Payments to the Contract are eligible for these programs.

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a periodic basis specified amounts from the Fixed Account to elected Permitted Investment Options available in conjunction with this option. Dollar cost averaging for Lifetime Income Option transfers from the Fixed Account must be completed within twelve months from the date a program begins.

Once a dollar cost averaging for Lifetime Income Option program has begun, no transfers among or between Permitted Investment Options are permitted until the dollar cost averaging for Lifetime Income Option program is completed or terminated.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program. If a dollar cost averaging for Lifetime Income Option program is terminated prematurely, any remaining funds in the Fixed Account will be transferred to the Permitted Investment Options according to the Contract Owner's then current future allocation instructions, unless another allocation is specified.

Nationwide may stop establishing new dollar cost averaging for Lifetime Income Option programs at any time.

Calculation of the Lifetime Withdrawal Amount

At any time after the date this option is issued, the Contract Owner may, but is not required to, begin taking Surrenders from the Contract. Nationwide will Surrender amounts proportionally from each elected Permitted Investment Option.

At the time of the first Surrender, the Lifetime Withdrawal Percentage is established in accordance with the applicable table in the L.inc Option Specifications Pages based on whether or not the Spousal Continuation Benefit has been elected. Once the Lifetime Withdrawal Percentage is established it will be multiplied by the then current Income Benefit Base to determine the dollar value of the Lifetime Withdrawal Amount for the current Option Year. When the Lifetime Withdrawal Percentage is established, it will not be subject to any change as long as the Contract and this option remain in-force. The Lifetime Withdrawal Amount may be taken during each Option Year beginning with the first Surrender and is non-cumulative. This means any part of the Lifetime Withdrawal Amount not taken during a given Option Year cannot be added to the available Lifetime Withdrawal Amount in any later Option Years.

If the Lifetime Withdrawal Amount is scheduled to be \$100 or less, Nationwide may require the interval of payment to be modified so the Lifetime Withdrawal Amount will equal more than \$100. In no case will scheduled lifetime withdrawals be modified to an interval greater than annual.

Calculation of the Income Benefit Base

Calculation Before Surrenders Begin

On Date of Issue the original Income Benefit Base is equal to the Contract Value. Each time the Income Benefit Base is recalculated, as described below, the resulting Income Benefit Base becomes the current Income Benefit Base. Provided no Surrenders are taken from the Contract, the current Income Benefit Base equals the greater of:

- (1) the highest Contract Value on any Option Anniversary plus Purchase Payments submitted and credits applied after that Option Anniversary; or
- (2) the sum of the following calculations:
 - (a) *Original Income Benefit Base with roll-up:* the original Income Benefit Base, plus 5% of the original Income Benefit Base for each attained Option Anniversary up to and including the 10th Option Anniversary; plus
 - (b) *Purchase Payments with roll-up:* any Purchase Payments submitted and credits applied after the date this option is issued and before the 10th Option Anniversary, increased by 5% simple interest from the date of such Purchase Payment or credit through the 10th Option Anniversary; plus
 - (c) *Purchase Payments with no roll-up:* any Purchase Payments submitted and credits applied after the 10th Option Anniversary.

If at any time prior to the first Surrender, the Contract Value is equal to zero, no further recalculations of the Income Benefit Base will be performed. The Lifetime Withdrawal Amount will be established using the Income Benefit Base calculated on the most recent Option Anniversary.

Calculation After Surrenders Begin

After the first Surrender, the Income Benefit Base is not subject to change, except due to Surrenders in excess of the Lifetime Withdrawal Amount for an Option Year, additional Purchase Payments, automatic resets, or election of the non-automatic reset opportunity, see the "Changes to Income Benefit Base" section of this option.

Changes to the Income Benefit Base

Excess Surrender

If a Surrender in excess of the established Lifetime Withdrawal Amount is taken in any Option Year, the Income Benefit Base will immediately be reduced by the greater of:

- (a) the dollar amount of the Surrender in excess of the available Lifetime Withdrawal Amount for the current Option Year; or
- (b) a figure representing the proportional amount of the Surrender. This amount is determined by the following formula:

$$\frac{\text{dollar amount of the excess Surrender}}{\text{Contract Value (reduced by the Lifetime Withdrawal Amount)}} \times \text{current Income Benefit Base prior to the Surrender}$$

Notwithstanding the above, if required minimum distributions for the Contract under the Internal Revenue Code will not be met for the calendar year by Surrendering the available Lifetime Withdrawal Amount, the Determining Life, or Joint Determining Life, if applicable, will be permitted to Surrender Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Income Benefit Base. This option is not permitted for beneficially owned Contracts. Nationwide may eliminate this right if the Internal Revenue Code provisions or Internal Revenue Service rules or guidance relating to required minimum distributions change.

Surrenders of the Lifetime Withdrawal Amount are free of Contingent Deferred Sales Charges (CDSC). For purposes of CDSC, the gross amount Surrendered will include any recapture of credits, if applicable, according to the Contract or any elected options.

Increase by Purchase Payment

Subsequent Purchase Payments to the Contract will increase the Income Benefit Base by the amount of the Purchase Payment submitted and any credits applied. However, once the Contract Value falls to zero, the Determining Life, or Joint Determining Life if applicable is no longer permitted to submit additional Purchase Payments or take Surrenders in excess of the current calculated Lifetime Withdrawal Amount.

Reset Opportunities

Automatic Reset

Automatic resets will occur until the current price or the list of Permitted Investment Options associated with this option change. While automatic resets are in effect, on any Option Anniversary on which the Contract Value exceeds the Income Benefit Base, Nationwide will automatically reset the Income Benefit Base to equal the then current Contract Value.

Non-Automatic Reset

In the event the price or the list of Permitted Investment Options associated with this option change, the reset opportunities are no longer automatic. However, Nationwide will provide written notice to the Contract Owner on or about the Option Anniversary. The notice will include information about the then current Contract Value, Income Benefit Base, charge, and list of Permitted Investment Options. Nationwide will also provide the Contract Owner with instructions on how to communicate an election to reset the Income Benefit Base if the Contract Value exceeds the Income Benefit Base on the Option Anniversary.

If made, such election must be received within 60 days after this Option Anniversary. The reset of the Income Benefit Base, if elected, will be subject to the current charge, and current list of Permitted Investment Options associated with this option.

If Nationwide does not receive an election from the Determining Life to reset the Income Benefit Base within 60 days after the Option Anniversary, Nationwide will not reset the Income Benefit Base.

Note: Nationwide may offer later versions of this option on a prospective basis to new purchasers with different charges and/or benefits. Later versions do not constitute changes to previously issued options unless expressly stated.

Termination

This option ends upon the earliest of the following:

- (1) a full Surrender of the Contract,
- (2) the death of the Determining Life or, if the Spousal Continuation Benefit is elected, the available Lifetime Withdrawal Amount ends upon the death of the last survivor of the Determining Life and the Joint Determining Life;

- (3) annuitization of the Contract; or
- (4) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or

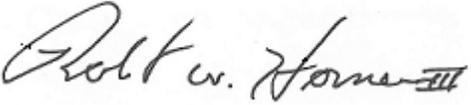
- (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

In addition, Surrenders in excess of the Lifetime Withdrawal Amount that reduce the Income Benefit Base to zero will terminate and end all benefits under this option.

Annuity Purchase Rates

Notwithstanding any guaranteed annuity purchase rates stated in the Contract, the annuity purchase rates available on the Annuity Commencement Date will not provide less income than the Lifetime Withdrawal Amount in effect at the time of annuitization.

Executed for Nationwide by:



Secretary



President

L.INC OPTION SPECIFICATIONS PAGES

Rider Charges

Guaranteed Maximum Charge for L.inc Option without Spousal Continuation Benefit:

1.00% of the then current Income Benefit Base deducted on each Option Anniversary*

Guaranteed Maximum Charge for Spousal Continuation Benefit:

0.15% of the then current Income Benefit Base deducted on each Option Anniversary*

*The initial charge rate for the L.inc Option is stated in the Contract Specifications Page and is guaranteed under the conditions stated in this option and in effect when it was set. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum Linc Option charge rates stated in the option form.

Purchase Payment Limits

After the first Option Anniversary, Nationwide reserves the right to refuse any subsequent Purchase Payments in excess of \$50,000 per Option Year for all Nationwide issued contracts with the same Contract Owner, Annuitant, and/or Determining Life. Any excess amount refused will be returned to the Contract Owner.

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Lifetime Withdrawal Percentages if Spousal Continuation Benefit is not elected:

Age of the Determining Life**	Lifetime Withdrawal Percentage
[45 up to 59.5]	[1-10%]
[59.5 through 64]	[1-10%]
[65 through 80]	[1-10%]
[81 and older]	[1-10%]

Lifetime Withdrawal Percentages if Spousal Continuation Benefit is elected:

Age of the younger of the Determining Life or Joint Determining Life*	Lifetime Withdrawal Percentage
[45 up to 59.5]	[1-10%]
[59.5 through 64]	[1-10%]
[65 through 80]	[1-10%]
[81 and older]	[1-10%]

**The age used to determine the applicable Lifetime Withdrawal Percentage is the applicable age on the date of the first Surrender.



NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
[1-800-848-6331]

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a stock life insurance company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

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 (THIRTY DAYS IF THE CONTRACT IS A REPLACEMENT) 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 CONTRACT VALUE IN FULL, PLUS ANY CHARGES DEDUCTED, MINUS ANY PURCHASE PAYMENT CREDITS RECAPTURED.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

The Death Benefit under the Contract will be the Contract Value upon assignment or a change in ownership of the Contract unless the new Contract Owner or assignee meets the qualifications specified in Standard Death Benefit section of this Contract.

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 by:

Secretary

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract are on pages 5, 8, 13, and 18.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Account value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Co-Annuitants - The persons designated by the Contract Owner to receive the Spousal Protection feature.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant or Co-Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

State of Issue - The jurisdiction where this Contract has been issued for delivery. For purposes of this Contract, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment accounts of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

Except for fraud in the procurement of the Contract, where permitted by law in the State of Issue, after this Contract has been in force during the lifetime of the Annuitant for two years from the Date of Issue, or effective date of any Contract change requiring underwriting, we will not contest it. The Contract may only be contested on the basis of statements material to risks intended to be accepted by Nationwide contained in any attached application.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

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 and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. 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 receipt of the assignment.

An assignment will not be considered received until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, 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 as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, additional credits on Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.

- (4) The Surrender Value at the end of the reporting period and any other information required by federal law or law in the State of Issue.

Additional reports are available upon request.

CONTRACT EXPENSES

Variable Account Charges

Mortality and Expense Risk Charge - Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized maximum rate of 1.10 % of the daily net assets of the Variable Accounts. Nationwide reserves the right to charge less than the maximum rate.

Administrative Charge - Nationwide deducts an Administrative Charge for the life of the Contract equal to an annualized rate of 0.20% of the daily net assets of the Variable Accounts.

These charges compensate Nationwide for expenses it incurs including administrative and distribution costs, insurance benefit expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase the Variable Account charges. Nationwide deducts the Variable Account charges from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	8%
1	8%
2	7%
3	7%
4	6%
5	5%
6	4%
7	2%
8	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant or Co-Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.

- (5) Long-Term Care* - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more at any time after the first Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.
- (6) Terminal Illness* - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

*For those Contracts that have a non-natural person as Contract Owner as an agent for a natural person, the Annuitant may exercise the right of the Contract Owner for purposes described in this provision. If the non-natural Contract Owner does not own the Contract as an agent for a natural person (e.g., the Contract Owner is a corporation or a trust for the benefit of an entity), the Annuitant may not exercise the rights described in this provision.

Contract Maintenance Charge

Nationwide deducts a \$50 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

The Standard Death Benefit under the Contract will be terminated and the Death Benefit will be the Contract Value upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in the "Standard Death Benefit" section of this Contract.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, 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 Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Co-Annuitant

Co-Annuitants, if named, must be spouses. The Co-Annuitants must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for a Co-Annuitant to be older. If either Co-Annuitant dies before the Annuitization date, the surviving Co-Annuitant may continue the Contract and will receive the benefit of the Spousal Protection feature as described in the "Spousal Protection

Feature" subsection of the "Succession of Rights and the Death Benefit" section.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts.

Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);

- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and

- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Account or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$1,000 or more. If additional Purchase

Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$50.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit of 1.00%.

Credits applied under this provision increase the Contract Value and any values based on the Contract Value. On the date a credit is applied, it is applied before any charges are deducted.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000.

Subsequent Surrenders followed by new Purchase Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from the Sub-Accounts and/or Variable Accounts in which the Contract Owner is invested based on the value in each Sub-Account at the time of the request.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization 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 Contract Owner's death.

(2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract 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 Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent 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 Contract 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 income tax regulations.

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

In the event that the Contract Owner 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 Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract 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 Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section

403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes.

Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. 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 from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a monthly, quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's 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.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

Except in the case where the Contract Owner is changed or the Contract is assigned, if the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

The Death Benefit described above is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

Death Benefit Adjustment Formula

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value; or (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Change of Contract Owner or Assignment

If the Contract Owner is changed or the Contract is assigned prior to the death of the Annuitant, the Standard Death Benefit is terminated and the Death Benefit will be the Contract Value, except as follows:

- (1) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) ownership of a Contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (3) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Spousal Protection Feature

The spousal protection feature permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this feature the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in

effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner. After the Annuitization Date, transfers among the available Sub-Accounts are permitted only once per calendar year.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable sex-distinct Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2011- 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of Annuity Units remains fixed during the annuity payment period;
- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$100, Nationwide may change the frequency of payments to an interval that results in payments of at least \$100. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Any references in this Contract to Purchase Payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide as described in the "Purchase Payments" subsection of the "Operation of the Contract" section.

Notwithstanding any other provision in the Contract, the following will apply to all issued Contracts for which cumulative Purchase Payments received, and/or the Contract Value annuitized, exceed \$2,000,000 Nationwide may limit the available Annuity Payment Option to a fixed Single Life with a guaranteed period of payments through age 95 or 20 years (whichever is greater).

In addition, Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per Contract and/or for all Nationwide issued annuity contracts with the same Annuitant. For amounts in excess of \$5,000,000, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial Surrender from the Contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an Annuity Payment Option with a term certain, if available.

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a variable payment life annuity with a guaranteed period of 240 months.
- (2) Whether the Annuity Payment Option is selected by the Contract Owner or established automatically by Nationwide the Annuity Payment Option may not be changed.
- (3) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (4) Annuity Payment Options may also be limited based on requirements under the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Single Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant. This option is not available for Annuitants who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Standard Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living. Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and the designated second person. This option is not available for Annuitants or designated second persons who are 86 or older on the Annuitization Date.

No withdrawals other than the scheduled annuity payments are permitted. No Death Benefit will be paid.

Single Life Annuity With 10 or 20 Year Term Certain

The amount to be paid under this option will be paid monthly during the lifetime of the Annuitant. A guaranteed term of 10 or 20 years may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining monthly guaranteed payments.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Payment options not set forth in the Contract are available only if they are approved by Nationwide.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option.

**GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS**

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>					
	50	55	60	65	70	80
50	2.54	2.66	2.77	2.85	2.92	
55	2.62	2.78	2.94	3.08	3.19	
60	2.68	2.89	3.11	3.32	3.50	3.75
65		2.96	3.24	3.54	3.82	4.27
70			3.34	3.72	4.13	4.88
80				3.95	4.58	6.17

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Male Guarantee Period</u>			<u>ANNUITANT'S ADJUSTED AGE*</u>	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
	50	3.03	3.01		2.95	50	2.79
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

ANNUITANT'S ADJUSTED AGE*	<u>Male Guarantee Period</u>			ANNUITANT'S ADJUSTED AGE*	<u>Female Guarantee Period</u>		
	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>		<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86		8.02	4.81	86		7.87	4.80
87		8.16	4.81	87		8.03	4.81
88		8.28	4.81	88		8.18	4.81
89		8.39	4.81	89		8.31	4.81
90		8.50	4.81	90		8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating
with Additional Credits on Purchase Payments and Contingent Deferred Sales Charge Waivers

OPTIONS ELECTED	Additional Charge* (denoted by [X])	
Standard Death Benefit	[N/A	X]
<u>Death Benefit Options</u>		
One-Year Enhanced Death Benefit	[0.15%	X]
One-Month Enhanced Death Benefit	[0.30%	X]
Five-Year Enhanced Death Benefit	[0.05%	X]
Combination Enhanced Death Benefit (Greater of 1-Year Anniversary or 5% Interest)	[0.40%	X]
<u>Other Options</u>		
Spousal Protection	[0.10%	X]
Beneficiary Protector II	[0.35%	X]
Lifetime Income (L.inc) Option	[[0.70-1.50]%	X]
L.inc with Spousal Continuation	[[0.70-2.00]%	X]

Notes Regarding Additional Charges: An “X” next to the charge denotes the option has been elected. For the Death Benefit Options listed above the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The Beneficiary Protector II option charge is structured in the same manner, but it also is applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. However, interest credited to the Fixed Account will never be less than the minimum rate permitted by state law. Note: When a L.inc Option is elected, the Fixed Account is only available as the originating account for specified dollar cost averaging programs, subject to program availability.

The charge for the L.inc option is deducted from the Variable Account once each year based on the value of the Income Benefit Base (see the option for details). If you elected L.inc with Spousal Continuation, we may assess a higher additional charge and/or offer lower Lifetime Withdrawal Percentages than would apply if you had elected the L.inc Option without the Spousal Continuation Benefit, refer to the option form for additional information. The initial L.inc Option charge rate on the Date of Issue is stated above and is guaranteed under the conditions stated in this option and in effect when it was issued. Utilization of non-automatic resets of the Income Benefit Base due to changes to Permitted Investment Options or subject to an increase in L.inc Option charge rates may increase the L.inc Option charge rate, subject to the maximum L.inc Option charge rates stated in the option form and L.inc Option Specifications Pages.

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life may not exceed \$1,000,000 unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000. Any excess amount not accepted will be returned to the Contract Owner.

Additional Credits on Purchase Payments

0.50% on total Purchase Payments (minus Surrenders) in excess of \$500,000 up to \$1,000,000 plus 0.50% on Purchase Payments (minus Surrenders) up to \$500,000 once \$500,000 in Purchase Payments (minus Surrenders) has been reached.

1.0% on total Purchase Payments (minus Surrenders) in excess of \$1,000,000 plus an additional 0.50% on Purchase Payments (minus Surrenders) up to \$1,000,000 once \$1,000,000 in Purchase Payments (minus Surrenders) is reached.

P.O. Box [182021]
 Columbus, OH [43218-2021]
 [1-866-221-1100]

Application for
Individual Flexible Purchase Payment
Variable Deferred Annuity
 Minimum Initial Purchase Payment of \$10,000

[CA, DE and DC:]The Federal Defense of Marriage Act states that neither civil union partners, domestic partners, nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, or the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract *Please print.*

1a. Contract Owner

First Name: [John] MI: [Q] Last Name: [Doe]
 Employer/Trust Name (if applicable): []
(Additional forms required. See the New Business enrollment packet.)
 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]
 E-mail Address: [jdoe@abccompany.com] Daytime Phone Number: ([222]) 222-2222

1b. Joint/Contingent Owner

Check **one** box only: Joint Owner *(Limited to spouses. Available only with Non-Qualified Contracts.)*
 Contingent Owner *(Available only with Non-Qualified Contracts.)*
 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: []

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

First Name: [] MI: [] Last Name: []
 Relationship to Contract Owner: []
 Date of Birth: [] Sex: M F Soc. Sec. No. or Tax ID: [-] - [-]
 Address: Same address as owner Street: []
 City: [] State: [] ZIP: []
 E-mail Address: [] Daytime Phone Number: ([])

1d. Spousal Protection/Co-Annuitant *Must be age 85 or younger. By completing this section, you are electing (for an additional charge) the Spousal Protection Option. Not available with CRTs (Charitable Remainder Trust). With Spousal Protection, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in Section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.*

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: []



1e. Contingent 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:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.
Providing your beneficiaries social security numbers (SSN) will help expedite beneficiary claims and will ensure that Nationwide can properly identify your beneficiaries.



If you elected Spousal Protection/Co-Annuitant (section 1d), both spouses will automatically be primary beneficiaries. Instead only provide your contingent beneficiaries.

Primary Beneficiaries

Pay all Primary Beneficiaries equally

Legal First Name: John MI: Q Last Name: Doe
Relationship to Annuitant: Self Allocation (whole % only): 100 %
SSN #: 123 - 45 - 6789 Sex: M F Date of Birth: 01/01/1956
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: Jane MI: M Last Name: Doe
Relationship to Annuitant: Wife Allocation (whole % only): 100 %
SSN #: 987 - 65 - 4321 Sex: M F Date of Birth: 12/01/1961
Address: Same address as owner Street:
City: State: ZIP:

Contingent Beneficiaries

Pay all Contingent Beneficiaries equally

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

Legal First Name: MI: Last Name:
Relationship to Annuitant: Allocation (whole % only): %
SSN #: - - Sex: M F Date of Birth:
Address: Same address as owner Street:
City: State: ZIP:

If more than two Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).



2. Contract Information

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

- Non-Qualified
- Beneficially Owned Non-Qualified*
- CRT* (Charitable Remainder Trust)
- Traditional IRA – Tax Year:
- Beneficially Owned/Inherited IRA*
- Custodial Owned IRA
- Roth IRA – Tax Year: Tax Year Roth IRA started:
- Beneficially Owned/Inherited Roth IRA*
- SIMPLE IRA*
- SEP IRA*
- 401(k)*
- 401(a)* (Investment Only)

* Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ **\$10,000 initial minimum for Non-Qualified and CRTs (\$1,000 for all other contract types).**

Payment Submitted Via: Check Wire 1035(a) Exchange* Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.



3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Election of the L.inc Option with Spousal Continuation Benefit may also result in lower lifetime withdrawal percentages. By electing this Option you accept the automatic reallocation feature of the L.inc Option. Consult your prospectus.*

3a. I elect: **The Nationwide Lifetime Income Rider® (L.inc)**

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Dollar Cost Averaging (DCA) with L.inc

6-Month Enhanced DCA **12-Month Enhanced DCA**

*If neither box is checked DCA will **not** be established.*

Whole percentages only. Must add up to 100%.

<input type="text" value="50"/>	%	Ivy Funds VIP Pathfinder Conservative
<input type="text" value=""/>	%	Ivy Funds VIP Pathfinder Moderately Conservative
<input type="text" value="50"/>	%	Ivy Funds VIP Pathfinder Moderate
<input type="text" value=""/>	%	Ivy Funds VIP Pathfinder Moderately Aggressive
<input type="text" value=""/>	%	NVIT Investor Dest. Conservative Fund
<input type="text" value=""/>	%	NVIT Investor Dest. Moderately Conservative Fund
<input type="text" value=""/>	%	NVIT Investor Dest. Balanced Fund
<input type="text" value=""/>	%	NVIT Investor Dest. Moderate Fund
<input type="text" value=""/>	%	NVIT Investor Dest. Capital Appreciation Fund
<hr/>		
= 100%		



If you want to begin immediate income, you must complete the L.inc Administrative form in the New Business Enrollment Packet.

Please check the box which best describes your anticipated use of this benefit.

Immediately In ____ years Not Sure

3b. Spousal Continuation Option

*By electing the Spousal Continuation Benefit, you are accepting additional charges and/or lower lifetime withdrawal percentages. See your prospectus for additional information. You are also naming your spouse as a Joint Determining Life. (Spouse must be between the age of 45 and 85.) This benefit will allow the income from L.inc to continue to the Joint Determining Life after the death of the Determining Life. Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f. When the Contract Owner named in section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person. **Not available with CRT (Charitable Remainder Trust) contracts.***

Spousal Continuation Benefit **Same as Co-Annuitant**

First Name: MI: Last Name:

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



3c. Death Benefits *If a death benefit option is not elected, we will default to the Standard Death Benefit.*

- I elect (choose only one): Standard Death Benefit
 One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 85 or younger.)
 One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 85 or younger.)
 Five-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 85 or younger.)
 Combination Enhanced Death Benefit - Greater of One-Year/5% (Annuitant/Co-Annuitant, age 80 or younger.)

3d. Beneficiary Protector II *Not available in ND.*

I elect: Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Asset Rebalancing *The contract value, excluding amounts in any fixed account, will be rebalanced based on the variable fund purchase payment allocations elected on the application at the frequency selected below unless subsequently changed.*

- Quarterly Semi-Annually Annually

4b. Dollar Cost Averaging (DCA) – DCA these allocations from: (Choose only one Option.)

Do not complete this section if you selected DCA with L.inc in section 3a.

- 6-month Enhanced
 12-month Enhanced
 Interest Averaging Monthly **Not available with L.inc**
 Standard Account Monthly: Dollar Amount to DCA \$ **Not available with L.inc**

(Choose only one fund.)

- Fixed Account
 Ivy Funds VIP Money Market



4c. Purchase Payment Allocation and Disclosures.

*Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly. Consult your prospectus for reference to Share Class.*

Must be whole percentages and must add up to 100%.

Ivy Funds Variable Insurance Portfolios, Inc.

% Ivy Funds VIP Asset Strategy
% Ivy Funds VIP Balanced
% Ivy Funds VIP Bond
% Ivy Funds VIP Core Equity
% Ivy Funds VIP Dividend Opportunities
% Ivy Funds VIP Energy
% Ivy Funds VIP Global Bond
% Ivy Funds VIP Global Natural Resources
% Ivy Funds VIP Growth
% Ivy Funds VIP High Income
% Ivy Funds VIP International Core Equity
% Ivy Funds VIP International Growth
% Ivy Funds VIP Limited-Term Bond
% Ivy Funds VIP Micro Cap Growth
% Ivy Funds VIP Mid Cap Growth
% Ivy Funds VIP Money Market
% Ivy Funds VIP Real Estate Securities
% Ivy Funds VIP Science and Technology
% Ivy Funds VIP Small Cap Growth
% Ivy Funds VIP Small Cap Value
% Ivy Funds VIP Value

% Ivy Funds VIP Pathfinder Conservative
% Ivy Funds VIP Pathfinder Moderately Conservative
% Ivy Funds VIP Pathfinder Moderate
% Ivy Funds VIP Pathfinder Moderately Aggressive
% Ivy Funds VIP Pathfinder Aggressive

NVIT Investor Destinations Funds

% NVIT Investor Dest. Conservative Fund
% NVIT Investor Dest. Moderately Conservative Fund
% NVIT Investor Dest. Balanced Fund
% NVIT Investor Dest. Moderate Fund
% NVIT Investor Dest. Capital Appreciation Fund
% NVIT Investor Dest. Moderately Aggressive Fund
% NVIT Investor Dest. Aggressive Fund

Nationwide Life Insurance Company

% Fixed Account

Total fund allocations must equal 100%.



5. State Disclosures

Notice to AR 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.

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

Notice to ND and SD Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

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

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



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

6b. Acknowledgements, Disclosure and Signatures

I acknowledge that I have received and understand the current prospectus for this variable annuity Contract, and that by signing this application I understand and acknowledge the following:

- Annuity payments, death benefits, surrender values, and other Contract Values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease and are not guaranteed as to fixed-dollar amount, unless otherwise specified;
- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life if the L.inc Option is selected, subject to permission from Nationwide. Election of the L.inc Option further limits total purchase payments to \$50,000 per year for all Contracts issued by Nationwide with the same Contract Owner, Annuitant, and/or Determining Life, subject to permission from Nationwide;
- That I do not represent a corporate entity or institutional investor;
- That I am purchasing this Contract for myself and that I do not intend to transfer ownership of the Contract or assign any rights or benefits under this Contract;
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the death benefit under the Contract, any elected death benefit option, and/or the L.inc Option; and
- The purpose of the Contract is to provide long-term benefits to the Contract Owner, and the Annuitant I am naming to this Contract has not been diagnosed with or had any indication of an illness which is expected to result in death within 12 months

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:**

X John Q. Doe

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

State In Which Application Was Signed: Anystate

Date: March 12, 2012



7. Primary Registered Representative Information

7a. Primary Registered Representative Replacement Information



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

7b. Primary Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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: Thomas A Moore

Date:

Principal's Signature: James P Smith

Date:

8. Additional Registered Representative Information

8a. Additional Registered Representative Replacement Information



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

8b. Additional Registered Representative Information (Please print.)

First Name: MI: Last Name:

Office Street Address:

City: State: ZIP:

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:

Date:

Principal's Signature:

Date:



**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

ONE MONTH ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 85 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

If elected, the benefit provided by the Spousal Protection Option is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 85 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 85 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.30% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Definitions

The following definition is added to the Contract.

Monthly Death Benefit Date - Beginning with the Date of Issue, the date on which each one-month period of time elapses. The day on which this date falls each month will be the same date in the month as the Date of Issue. In the case of a Date of Issue falling on the 29th, 30th, or 31st day of the month, the date in months with fewer days will be the last day of the month.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or
- (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 86th birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 86th birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

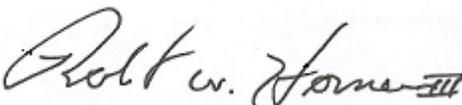
F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
 - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:


Secretary


President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

ONE-YEAR ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 85 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

If elected, the benefit provided by the Spousal Protection Option is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 85 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 85 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.15% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or
- (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on any Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on any Contract Anniversary plus any Purchase

Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

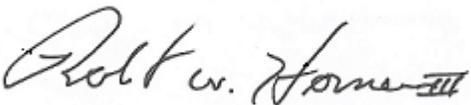
Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:

- (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

FIVE YEAR ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 85 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

If elected, the benefit provided by the Spousal Protection Option is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 85 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 85 or younger at the time of addition.

The value of the death benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.05% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or
- (3) the greatest five-year Contract Anniversary value before the deceased Annuitant's 86th birthday. The five-year Contract Anniversary value is equal to the Contract Value on any five-year Contract Anniversary plus any Purchase Payments since that five-year Contract Anniversary and reduced by any Surrenders since that five-year Contract Anniversary in the same proportion that each Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest five-year Contract Anniversary value before the deceased Annuitant's 86th birthday. The five-year Contract Anniversary value is equal to the Contract Value on any five-year Contract Anniversary plus any Purchase Payments since that five-year Contract Anniversary and reduced by any Surrenders since that five-year Contract Anniversary in the same proportion that each Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

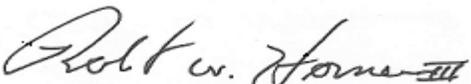
Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:

- (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
- (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

**COMBINATION ENHANCED DEATH BENEFIT OPTION
(GREATER OF ONE-YEAR ANNIVERSARY OR 5% INTEREST)**

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue stated in the Contract Specifications Page. This option is only available at the time of application. 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 accordingly. Terms not defined in this option have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 80 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

If elected, the benefit provided by the Spousal Protection Option is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 80 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 80 or younger at the time of addition.

The value of the Death Benefit described in this option cannot be Surrendered, in full or in part, until after the death of the Annuitant.

This option is irrevocable. However, the option will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Contract Owner meets the qualifications specified in item 3 of the "Termination" section of this option.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.40% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest Contract Anniversary value before the deceased Annuitant's 81st birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender; or
- (4) the 5% interest anniversary value.

The interest anniversary value described in the preceding item (4) equals: (a) Purchase Payments accumulated at 5% compound interest until the most recent Contract Anniversary, adjusted for each amount Surrendered, if the Annuitant dies before their 81st birthday; or (b) Purchase Payments accumulated at 5% compound interest until the Contract Anniversary prior to the applicable Annuitant's 81st birthday, adjusted for each amount Surrendered, if the Annuitant dies after their 81st birthday.

The adjustment for amounts Surrendered will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial Surrender in the same proportion that the Contract Value was reduced on the date of each partial Surrender. This adjusted value is then accumulated at 5% compound interest to determine the Death Benefit. For example, a Surrender reducing the Contract Value by 25% will reduce the Death Benefit as of the most recent Contract Anniversary by 25%. The total accumulated amount for purposes of the interest anniversary value, adjusted for partial Surrenders, will not exceed 200% of Purchase Payments adjusted for amounts Surrendered.

In addition, after the first Contract Anniversary if the Fixed Account allocation becomes greater than 30% of the Contract Value through the application of additional Purchase Payments or Surrenders, or

transfers among the available investment options under the Contract, then for purposes of calculating the interest anniversary value, 0% will accrue in that year (as measured by each recurring Contract Anniversary). If the Fixed Account allocation becomes greater than 30% of the Contract Value solely as a result of fluctuations in the value of the Variable Account, then interest will continue to accrue, for purposes of the interest anniversary value, at 5% annually, subject to the other terms and conditions outlined in this document.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; (3) the greatest Contract Anniversary value before the deceased Annuitant's 81st birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender; or (4) the 5% interest anniversary value. The interest anniversary value is adjusted and limited in the same manner as described in the

"Enhanced Death Benefit" section of this document.

B = The Contract Value.

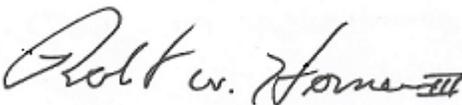
F = The ratio of \$3,000,000 to sum of all Purchase Payments.

Termination

This option ends upon the earliest of:

- (1) a full Surrender of the Contract,
- (2) annuitization of the Contract; or
- (3) if the Contract Owner is changed or the Contract is assigned, this option will terminate, except in the following circumstances:
 - (a) the new Contract Owner or assignee assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (b) ownership of an IRA or Roth IRA is being changed from one custodian to another, from the Determining Life to a custodian, or from a custodian to the Determining Life; or
 - (c) the assignment is for the purpose of effectuating a 1035 exchange of the Contract (i.e. the option may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).

Executed for Nationwide by:


Secretary


President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

FIXED ACCOUNT ENDORSEMENT

To Individual Variable Annuity Contract

General Information Regarding this Endorsement

To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This endorsement adds a Fixed Account investment option to the Contract.

Certain options that may be elected by the Contract Owner assess an additional charge to the Fixed Account. In no event, however, will the rate of interest credited to the Fixed Account be less than the minimum guaranteed interest rate stated herein.

Definitions

The following definitions are modified in or added to the Contract:

Contract Value - The combined value of the Variable Accounts and the Fixed Account.

Fixed Account - An investment option funded by Nationwide's general account.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the average of the weekly 5-year Constant Maturity Treasury rate for the calendar quarter, excluding the last week (rounded to the nearest 1/20th of 1%), preceding the Date of Issue or the Redetermination Date minus 1.25%.

Minimum Nonforfeiture Value - The minimum required value of amounts allocated to the Fixed Account. This value is calculated in accordance with state law and is not less than 87.5% of allocations to the Fixed Account, whether by a transfer from another investment option or Purchase Payment, accumulated at the applicable Minimum Nonforfeiture Rates, for as long as such amounts remain in the Fixed Account, less an annual assumed contract charge of \$30. The Minimum Nonforfeiture Value may be greater than or less than the Surrender Value or Transfer Value.

Redetermination Date - The date, every 5th Contract Anniversary following the Date of Issue, the Minimum Nonforfeiture Rate is recalculated.

Transfer Value - The accumulated value, calculated using interest rates credited to the Fixed Account, of each requested transfer from the Fixed Account to another investment option available under the Contract.

The following provisions modifying the Contract are added.

Fixed Account

The Fixed Account may not be available in conjunction with the election of certain options.

The Fixed Account is an option under the Contract offering guaranteed interest rates. Nationwide credits interest to the Fixed Account at the interest rate or rates Nationwide periodically declares. Interest rates are determined at the sole discretion of Nationwide, but the interest rate credited is guaranteed to be at least 1.00% per year. Interest rates are declared to the Contract Owner in writing on quarterly statements. Nationwide states its interest rates as an annualized rate (the effective yield of interest over a one year period).

When new Purchase Payments, or amounts transferred from the Variable Account, are allocated to the Fixed Account, the Fixed Account interest rates currently in effect are applied to these allocations. The interest rate guarantee period on initial Fixed Account allocations lasts until the end of the calendar quarter at least one year (but no more than 15 months) after the date of deposit or transfer. When subsequent interest rates are declared, those rates will have a guarantee period of 12 months (one year).

Upon Surrender or transfer to another investment option under the Contract, the Contract Owner will receive the greater of:

- (1) the Surrender Value/Transfer Value of Fixed Account allocations being Surrendered/transferred; or
- (2) the Minimum Nonforfeiture Value.

Paid-up annuity benefits, cash surrender benefits or the Death Benefit that may become payable from the Fixed Account will never be less than the minimum benefits required by the statute of the state in which the Contract is issued.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government.

Nationwide reserves the right not to accept subsequent Purchase Payments or transfer allocations to the Fixed Account.

Variable Accounts

Accumulation Units of a Sub-Account are reduced by transfers to the Fixed Account.

Transfers

The following transfer restrictions are added to the contract.

- (1) Transfers to or from the Fixed Account must be made prior to the Annuitization Date.

- (2) Transfers out of the Fixed Account are limited by Nationwide to those amounts attributable to interest rate guarantee periods that have expired. For 45 days following the expiration of an interest rate guarantee period, Nationwide will permit the Contract Owner to transfer these amounts to the Variable Account (subject to the other restrictions described in this section). Nationwide may limit transfers out of the Fixed Account to 10% of the amount in an expired interest rate guarantee period.
- (3) Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the request from the Contract Owner.
- (4) Nationwide may refuse transfers into the Fixed Account at any time and at its sole discretion.

Surrenders

Surrenders will be taken proportionally from all investment options, including the Fixed Account.

Nationwide may delay payment of a Surrender of any portion of the Fixed Account for up to six months from the date the request is received, subject to regulatory approval.

Asset Rebalancing

This service is not available, nor will it ever apply, to any part of the Contract Value allocated to the Fixed Account.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, from time to time, offer an enhanced Fixed Account dollar cost averaging program.

When offered, to be eligible to participate in this program, the Contract Value must be at least \$10,000. If subsequent Purchase Payments are permitted by Nationwide into this program the Contract Value must be at least \$10,000. Prior to participation in this program, the Contract Owner may obtain the available Sub-Account(s), duration(s) and credited rates. Nationwide may also assess a processing fee for this service. Nationwide may stop establishing new enhanced rate Fixed Account dollar cost averaging programs at any time.

If a Contract Owner terminates an enhanced Fixed Account dollar cost averaging program prematurely, any remaining funds in the Fixed Account that are part of the enhanced Fixed Account dollar cost averaging program will be transferred to a money market Sub-Account, unless the Contract Owner directs these amounts to another Sub-Account.

Fixed Account Interest Out Dollar Cost Averaging

The Contract Owner may elect, on a form provided by Nationwide, to have interest earnings on the Fixed Account transferred on a monthly basis to Sub-Accounts of the Variable Account.

Other Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from the Fixed Account.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

In the case of a non-enhanced dollar cost averaging program from the Fixed Account, transfers from the Fixed Account must be equal to or less than 1/30th of the Contract Value allocated to the Fixed Account at the time the program is requested.

Please note that Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the dollar cost averaging election from the Contract Owner.

Systematic Surrenders

Nationwide will process the Surrenders on a pro-rata basis from each Sub-Account of the Variable Account and the Fixed Account.

Annuitization

The following is added to the Contract.

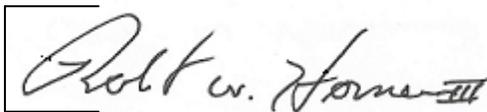
Any amounts in the Fixed Account that the Contract Owner elects to annuitize as a variable payment annuity must be moved to a variable Sub-Account before the Annuitization Date.

FIXED ACCOUNT TABLE OF VALUES

<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>	<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>
1	5,020	4,670	36	26,900	26,765
2	5,545	5,210	37	27,644	27,509
3	6,076	5,761	38	28,395	28,260
4	6,611	6,321	39	29,154	29,019
5	7,153	6,893	40	29,921	29,786
6	7,699	7,474	41	30,695	30,560
7	8,251	8,116	42	31,477	31,342
8	8,809	8,674	43	32,267	32,132
9	9,372	9,237	44	33,065	32,930
10	9,940	9,805	45	33,870	33,735
11	10,515	10,380	46	34,684	34,549
12	11,095	10,960	47	35,506	35,371
13	11,681	11,546	48	36,336	36,201
14	12,273	12,138	49	37,174	37,039
15	12,870	12,735	50	38,021	37,886
16	13,474	13,339	51	38,876	38,741
17	14,084	13,949	52	39,740	39,605
18	14,700	14,565	53	40,612	40,477
19	15,322	15,187	54	41,493	41,358
20	15,950	15,815	55	42,383	42,248
21	16,584	16,449	56	43,282	43,147
22	17,225	17,090	57	44,190	44,055
23	17,872	17,737	58	45,107	44,972
24	18,526	18,391	59	46,033	45,898
25	19,186	19,051	60	46,968	46,833
26	19,853	19,718	61	47,913	47,778
27	20,527	20,392	62	48,867	48,732
28	21,207	21,072	63	49,831	49,696
29	21,894	21,759	64	50,834	50,699
30	22,588	22,453	65	51,847	51,712
31	23,289	23,154	66	52,871	52,736
32	23,997	23,862	67	53,905	53,770
33	24,712	24,577	68	54,949	54,814
34	25,434	25,299	69	56,003	55,868
35	26,163	26,028	70	57,068	56,933

The Surrender Value may be increased by interest credited at a higher rate. The values shown above are guaranteed Surrender Values for the Fixed Account based upon: (1) a \$5,000 initial Purchase Payment; (2) starting in year 2, subsequent Purchase Payments made at the beginning of each year of \$500; and (3) interest credited at the minimum guaranteed rate of 1.0%. There is a \$30 Contract Maintenance Charge assessed when the Contract Value is less than \$50,000. The above table assumes no deduction for any applicable premium taxes and no partial withdrawals.

Executed for Nationwide by:



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

FIXED ACCOUNT ENDORSEMENT

To Individual Variable Annuity Contract

General Information Regarding this Endorsement

To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This endorsement adds a Fixed Account investment option to the Contract.

Certain options that may be elected by the Contract Owner assess an additional charge to the Fixed Account. In no event, however, will the rate of interest credited to the Fixed Account be less than the minimum guaranteed interest rate stated herein.

Definitions

The following definitions are modified in or added to the Contract:

Contract Value - The combined value of the Variable Accounts and the Fixed Account .

Fixed Account - An investment option funded by Nationwide's general account.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the average of the weekly 5-year Constant Maturity Treasury rate for the calendar quarter, excluding the last week, preceding the Date of Issue or the Redetermination Date (rounded to the nearest 0.05%) minus 1.25%.

Minimum Nonforfeiture Value - The minimum required value of amounts allocated to the Fixed Account. This value is calculated in accordance with state law and is not less than 87.5% of allocations to the Fixed Account, whether by a transfer from another investment option or Purchase Payment, accumulated at the applicable Minimum Nonforfeiture Rates, for as long as such amounts remain in the Fixed Account, less an annual assumed contract charge of \$50. The Minimum Nonforfeiture Value may be greater than or less than the Surrender Value or Transfer Value.

Redetermination Date - The date, every 5th Contract Anniversary following the Date of Issue, the Minimum Nonforfeiture Rate is recalculated.

Transfer Value - The accumulated value, calculated using interest rates credited to the Fixed Account, of each requested transfer from the Fixed Account to another investment option available under the Contract.

The following provisions modifying the Contract are added.

Fixed Account

The Fixed Account may not be available in conjunction with the election of certain options.

The Fixed Account is an option under the Contract offering guaranteed interest rates. Nationwide credits interest to the Fixed Account at the interest rate or rates Nationwide periodically declares. Interest rates are determined at the sole discretion of Nationwide, but the interest rate credited is guaranteed to be at least 1.00% per year. Interest rates are declared to the Contract Owner in writing on quarterly statements. Nationwide states its interest rates as an annualized rate (the effective yield of interest over a one year period).

When new Purchase Payments, or amounts transferred from the Variable Accounts, are allocated to the Fixed Account, the Fixed Account interest rates currently in effect are applied to these allocations. The interest rate guarantee period on initial Fixed Account allocations lasts until the end of the calendar quarter at least one year (but no more than 15 months) after the date of deposit or transfer. When subsequent interest rates are declared, those rates will have a guarantee period of 12 months (one year).

Upon Surrender or transfer to another investment option under the Contract, the Contract Owner will receive the greater of:

- (1) the Surrender Value/Transfer Value of Fixed Account allocations being Surrendered/transferred; or
- (2) the Minimum Nonforfeiture Value.

Paid-up annuity benefits, cash surrender benefits or the Death Benefit that may become payable from the Fixed Account will never be less than the minimum benefits required by the statute of the state in which the Contract is issued.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government.

Nationwide reserves the right not to accept subsequent Purchase Payments or transfer allocations to the Fixed Account.

Variable Accounts

Accumulation Units of a Sub-Account are reduced by transfers to the Fixed Account.

Transfers

The following transfer restrictions are added to the contract.

- (1) Transfers to or from the Fixed Account must be made prior to the Annuitization Date.

- (2) Transfers out of the Fixed Account are limited by Nationwide to those amounts attributable to interest rate guarantee periods that have expired. For 45 days following the expiration of an interest rate guarantee period, Nationwide will permit the Contract Owner to transfer these amounts to the Variable Accounts (subject to the other restrictions described in this section). Nationwide may limit transfers out of the Fixed Account to 10% of the amount in an expired interest rate guarantee period.
- (3) Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the request from the Contract Owner.
- (4) Nationwide may refuse transfers into the Fixed Account at any time and at its sole discretion.

Surrenders

Surrenders will be taken proportionally from all investment options, including the Fixed Account.

Nationwide may delay payment of a Surrender of any portion of the Fixed Account for up to six months from the date the request is received, subject to regulatory approval.

Asset Rebalancing

This service is not available, nor will it ever apply, to any part of the Contract Value allocated to the Fixed Account.

Fixed Account Interest Out Dollar Cost Averaging

The Contract Owner may elect, on a form provided by Nationwide, to have interest earnings on the Fixed Account transferred on a monthly basis to Sub-Accounts of the Variable Accounts.

Other Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from the Fixed Account.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

In the case of a non-enhanced dollar cost averaging program from the Fixed Account, transfers from the Fixed Account must be equal to or less than 1/30th of the Contract Value allocated to the Fixed Account at the time the program is requested.

Please note that Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the dollar cost averaging election from the Contract Owner.

Systematic Surrenders

Nationwide will process the Surrenders on a pro-rata basis from each Sub-Account of the Variable Accounts and the Fixed Account.

Annuitization

The following is added to the Contract.

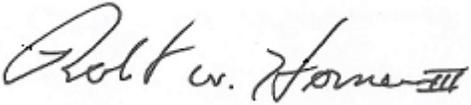
Any amounts in the Fixed Account that the Contract Owner elects to annuitize as a variable payment annuity must be moved to a variable Sub-Account before the Annuitization Date.

FIXED ACCOUNT TABLE OF VALUES

<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>	<u>End of Contract Year</u>	<u>Guaranteed Account Value</u>	<u>Guaranteed Cash Surrender Value</u>
1	10,050	9,250	36	54,382	53,992
2	11,111	10,331	37	55,936	55,546
3	12,182	11,332	38	57,505	57,115
4	13,263	12,443	39	59,090	58,700
5	14,356	13,576	40	60,691	60,301
6	15,460	14,730	41	62,308	61,918
7	16,574	16,004	42	63,941	63,551
8	17,700	17,310	43	65,591	65,201
9	18,837	18,447	44	67,257	66,867
10	19,985	19,595	45	68,939	68,549
11	21,145	20,755	46	70,639	70,249
12	22,317	21,927	47	72,355	71,965
13	23,500	23,110	48	74,089	73,699
14	24,695	24,305	49	75,839	75,449
15	25,902	25,512	50	77,608	77,218
16	27,121	26,731	51	79,394	79,004
17	28,352	27,962	52	81,198	80,808
18	29,595	29,205	53	83,020	82,630
19	30,851	30,461	54	84,860	84,470
20	32,120	31,730	55	86,719	86,329
21	33,401	33,011	56	88,596	88,206
22	34,695	34,305	57	90,492	90,102
23	36,002	35,612	58	92,407	92,017
24	37,322	36,932	59	94,341	93,951
25	38,655	38,265	60	96,294	95,904
26	40,002	39,612	61	98,267	97,877
27	41,362	40,972	62	100,260	99,870
28	42,736	42,346	63	102,272	101,882
29	44,123	43,733	64	104,305	103,915
30	45,524	45,134	65	106,358	105,968
31	46,939	46,549	66	108,432	108,042
32	48,369	47,979	67	110,526	110,136
33	49,812	49,422	68	112,641	112,251
34	51,321	50,931	69	114,778	114,388
35	52,844	52,454	70	116,936	116,546

The Surrender Value may be increased by interest credited at a higher rate. The values shown above are guaranteed Surrender Values for the Fixed Account based upon: (1) a \$10,000 initial Purchase Payment; (2) starting in year 2, subsequent Purchase Payments made at the beginning of each year of \$1,000; and (3) interest credited at the minimum guaranteed rate of 1.0%. There is a \$50 contract maintenance charge assessed when the contract value is less than \$50,000. No deduction has been made in the Table for any applicable premium taxes and no partial withdrawals.

Executed for Nationwide by:



Secretary



President

SERFF Tracking Number: NWFA-127883052 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
 Company Tracking Number: VAR-0181AO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc 7% Option and Contracts Filing
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: This is a variable annuity filing subject to federal jurisdiction.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: This filing consist of new applications that will be used with the filed contracts. Please see the Forms Schedule tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		

Comments:
 Attached are the actuarial memos for the contracts, options and endorsements being filed.

Attachments:

- Act Memo for Contract - VAC-0126AOCV.1.pdf
- Act Memo for Endorsement - VAZ-0178AO.1.pdf
- Act Memo for Contract - VAC-0117AOCV.1.pdf
- Act Memo for Option - VAR-0145AO.1.pdf
- Act Memo for Option - VAR-0181AO (Non-Compact).pdf
- Act Memo for Contract - VAC-0118AOCV.1.pdf
- Act Memo for Option - VAR-0147AO.1.pdf
- Act Memo for Option - VAR-0146AO.1.pdf
- Act Memo for Contract - VAC-0116AOCV.1.pdf
- Act Memo for Contract - VAC-0120AOCV.2.pdf
- Act Memo for Option - VAR-0169AO.2 (Non-Compact).pdf
- Act Memo for Endorsement - VAZ-0176AO.1.pdf
- Act Memo for Option - VAR-0168AO.2 (Non-Compact).pdf
- Act Memo for Option - VAR-0167AO.1 (Non-Compact).pdf
- Act Memo for Option - VAR-0165AO.1 (Non-Compact).pdf

SERFF Tracking Number: NWFA-127883052 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 50505
Company Tracking Number: VAR-018IAO
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: L.inc 7% Option and Contracts Filing
Project Name/Number: /

Act Memo for Option - VAR-0166AO.1 (Non-Compact).pdf
Act Memo for Contract - VAC-0121AOCV.1.pdf

Item Status: **Status
Date:**

Satisfied - Item: Important Notice
Comments:
Attachment:
APO-6301-1.pdf

Item Status: **Status
Date:**

Satisfied - Item: Statement of Variability
Comments:
Attachment:
Statement of Variability (AR).pdf

Item Status: **Status
Date:**

Satisfied - Item: Certifications of Compliance
Comments:
Attachments:
Certificate of Compliance Reg 19.pdf
Certificate of Compliance Reg 6.pdf



IMPORTANT INFORMATION FOR CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life Insurance Company
P.O. Box 182021
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1(800) 848-6331

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**

MEMORANDUM OF VARIABLE ITEMS

Contracts - VAC-0126AOCV.1, VAC-0117AOCV.1, VAC-0116AOCV.1, VAC-0118AOCV.1, VAC-0120AOCV.2 and VAC-0121AOCV.1

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as well as the annuity tables as they may change over time.

Contract Specifications Pages - VAB-0154AO.2, VAB-0137AO.2, VAB-0134AO.4, VAB-0136AO.2, VAB-0138AO.4-4YR, VAB-0138AO.4-7YR and VAB-0140AO.2

ALL TEXT WITHIN HARD BRACKETS LOCATED ON EACH OF THE CONTRACT SPECIFICATIONS PAGES DENOTE VARIABLE INFORMATION WHICH IS LISTED BELOW.

Contract Information

The additional bracketed items on the Contract Specifications Page are customized for the contract based on the information provided by the contract owner. The Contract Specifications Page contains information specific to the contract owner and options chosen at the time of application. The Contract Specifications Page will be inserted into the contract behind the cover page when the Contract is issued.

Contract Type

The text in this field will vary depending on the contract type elected at the time of application. The following represent the complete list of alternatives which could appear in this field.

• Non-Qualified	• Beneficially Owned Non-Qualified
• CRT (Charitable Remainder Trust)	• Traditional IRA – Tax Year:
• Beneficially Owned/Inherited IRA	• Custodial Owned IRA
• Roth IRA – Tax Year	• Beneficially Owned/Inherited Roth IRA
• SIMPLE IRA	• SEP IRA
• 401(k)	• 401(a) (Investment Only)
• 403(b) ORP (for Contract, VAC-0126AOCV.1 Only)	

Additional Bracketed Information

Charges for certain options have been bracketed to reflect the then current price for the option elected. The range bracketed shows the minimum and maximum charges allowable under the current Contract Specifications Page. Should the charges fall outside of this range, Nationwide would be required to submit updated Contract Specifications Page for approval.

Death Benefit Options - VAR-0145AO.1, VAR-0146AO.1, VAR-0147AO.1, VAR-0165AO.1, VAR-0166AO.1, VAR-0167AO.1 and VAR-0168AO.2

Nationwide officers' signatures on the last page of the endorsement are bracketed as they may change over time.

Fixed Account Endorsements - VAZ-0178AO.1 and VAZ-0176AO.1

Nationwide officers' signatures on the last page of the endorsement are bracketed as they may change over time.

Living Benefit Options - VAR-0181AO and VAR-0169AO.2

Nationwide officers' signatures are bracketed as they may change over time. Additionally, the Lifetime Withdrawal Percentages and associated age bands in the L.inc Option Specifications Pages have been bracketed to allow adjustment of the ages and percentages to optimize what is available at any given time based on prevailing market conditions. Each of the age bands will vary between age 45 and age 90 and the Lifetime Withdrawal Percentages are stated as ranges representing the minimum and maximum percentages that will be offered. When the option is issued, the actual percentages and age ranges in affect will be stated. Should the percentage fall outside of the bracketed range, Nationwide would be required to re-file the form with the Department.

Applications - VAA-0137M3.2, VAA-0122M3.3, VAA-0118M3.5, VAA-0121M3.3, VAA-0123M3.4 and VAA-0126M3.3

- (1) The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- (2) The marketing name and product identifier number in the bottom right-hand corner are bracketed, as other proprietary relationships may decide to market this product.
- (3) The Defense of Marriage Act disclosure language at the top of the application contains a list of applicable states that is bracketed, as they may change over time.
- (4) The underlying mutual fund options are bracketed in sections 3a, 4b and 4c to allow fund name changes or to add/delete funds from this product.

Contract Type

The text in this field will vary depending on the contract type elected at the time of application. The following represent the complete list of alternatives which could appear in this field.

• Non-Qualified	• Beneficially Owned Non-Qualified
• CRT (Charitable Remainder Trust)	• Traditional IRA – Tax Year:
• Beneficially Owned/Inherited IRA	• Custodial Owned IRA
• Roth IRA – Tax Year	• Beneficially Owned/Inherited Roth IRA
• SIMPLE IRA	• SEP IRA
• 401(k)	• 401(a) (Investment Only)
• 403(b) ORP (for Contract, VAC-0126AOCV.1 Only)	

Dollar Cost Averaging durations in section 4b are bracketed as they may change over time.

PLEASE NOTE: THE MARKS LOCATED IN THE UPPER LEFT AND LOWER RIGHT-HAND CORNERS ON EACH PAGE OF THE APPLICATIONS ARE FORMATTING MARKS AND DO NOT REPRESENT VARIABILITY.

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s)

Lifetime Income (L.inc) 7% Option	VAR-0181AO
One Month Enhanced Death Benefit Option	VAR-0147AO.1
One Year Enhanced Death Benefit Option	VAR-0146AO.1
Combination Enhanced Death Benefit Option	VAR-0145AO.1
Contract	VAC-0121AOCV.1
Contract Specifications Page	VAB-0140AO.2
Application	VAA-0126M3.3
One Month Enhanced Death Benefit Option	VAR-0165AO.1
One Year Enhanced Death Benefit Option	VAR-0166AO.1
Combination Enhanced Death Benefit Option	VAR-0168AO.2
Five Year Enhanced Death Benefit Option	VAR-0167AO.1
Fixed Account Endorsement	VAZ-0176AO.1
Contract	VAC-0126AOCV.1
Contract Specifications Page	VAB-0154AO.2
Application	VAA-0137M3.2
Fixed Account Endorsement	VAZ-0178AO.1
Contract	VAC-0120AOCV.2
Contract Specifications Pages	VAB-0138AO.4-4YR and VAB-0138AO.4-7YR
Application	VAA-0123M3.4
Lifetime Income (L.inc) 5% Option	VAR-0169AO.2
Contract	VAC-0116AOCV.1
Contract Specifications Page	VAB-0134AO.4
Application	VAA-0118M3.5
Contract	VAC-0117AOCV.1
Contract Specifications Page	VAB-0137AO.2
Application	VAA-0122M3.3
Contract	VAC-0118AOCV.1
Contract Specifications Page	VAB-0136AO.2
Application	VAA-0121M3.3

We certify that this form complies with Regulation 19s10B, as well as all applicable requirements by the Department.

So certified this 16th day of December, 2011.



Signature

James J. Rabenstine, Vice President and OOC
Officer and Title

Nationwide Life Insurance Company
Name of Company

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s):

Lifetime Income (L.inc) 7% Option	VAR-0181AO
One Month Enhanced Death Benefit Option	VAR-0147AO.1
One Year Enhanced Death Benefit Option	VAR-0146AO.1
Combination Enhanced Death Benefit Option	VAR-0145AO.1
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Contract Specifications Page	VAB-0140AO.2
Application	VAA-0126M3.3
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Fixed Account Endorsement	VAZ-0176AO.1
Contract	VAC-0126AOCV.1
Contract Specifications Page	VAB-0154AO.2
Application	VAA-0137M3.2
Fixed Account Endorsement	VAZ-0178AO.1
Contract	VAC-0120AOCV.2
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Contract	VAC-0117AOCV.1
Contract Specifications Page	VAB-0137AO.2
Application	VAA-0122M3.3
Contract	VAC-0118AOCV.1
Contract Specifications Page	VAB-0136AO.2
Application	VAA-0121M3.3

We certify that Regulation 6 has been reviewed and that the company is in compliance. Nationwide was approved to issue variable contracts in Arkansas on November 9, 1982.

So certified this 16th day of December, 2011.



Signature

James J. Rabenstine, Vice President & CCO
Officer and Title

Nationwide Life Insurance Company
Name of Company