

SERFF Tracking Number: NWFA-128169846 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number:
Company Tracking Number: VARR-0001AO
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: L.inc Option and Applications Filing
Project Name/Number: L.inc Option and Applications Filing/

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: L.inc Option and Applications SERFF Tr Num: NWFA-128169846 State: Arkansas

Filing

TOI: A03I Individual Annuities - Deferred Variable

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

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: VARR-0001AO

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela D. Cox, Jenny Christiansen, Grace Holland, Leonja Merritt, Darcy L. Spangler, Melanie Davis

Disposition Date: 03/29/2012

Date Submitted: 03/22/2012

Disposition Status: Approved-Closed

Implementation Date Requested: 06/11/2012

Implementation Date:

State Filing Description:

General Information

Project Name: L.inc Option and Applications Filing

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: 03/29/2012

Deemer Date:

State Status Changed: 03/29/2012

Submitted By: Grace Holland

Created By: Leonja Merritt

Filing Description:

Corresponding Filing Tracking Number:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

Lifetime Income (L.inc) Option VARR-0001AO

Nationwide Destination All American Gold 2.0 Application VAAA-0100M3

SERFF Tracking Number: NWFA-128169846 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number:
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: L.inc Option and Applications Filing
Project Name/Number: L.inc Option and Applications Filing/
Nationwide Destination B 2.0 Application VAAA-0101M3
Nationwide Destination EV 2.0 Application VAAA-0102M3
Nationwide Destination L 2.0 Application VAAA-0103M3
Nationwide Destination Navigator 2.0 Application VAAA-0104M3
Waddell & Reed Advisor Select Preferred 2.0 Application VAAA-0105M3

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 June 11, 2012, upon acceptance by the Securities and Exchange Commission and/or approval of the Department, whichever comes later. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

The above referenced forms are to be used with previously approved Contracts as listed below. These Contracts are individual flexible purchase payment fixed and variable deferred annuity Contracts that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base Contracts are written for non-qualified issuance only. However, they 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, Charitable Remainder Trust (CRT) or 403(b) ORP (for VAC-0126AOCV.1 only). When a Contract is of a type other than non-qualified, the Contract will be issued with the appropriate tax endorsement.

Target Market Information

Consumers between the ages of 45 and 85 interested in market participation while preserving an option for immediate lifetime income.

Description of the Lifetime Income (L.inc) Option

Lifetime Income (L.inc) Option VARR-0001AO is new and will not replace any existing form. This option will be used with the Nationwide Destination All American Gold 2.0, Nationwide Destination B 2.0, Nationwide Destination EV 2.0, Nationwide Destination L 2.0, Nationwide Destination Navigator 2.0 and Waddell & Reed Advisors Select Preferred 2.0 products listed below.

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

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Filing Company: Nationwide Life Insurance Company State Tracking Number:
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Product Name: L.inc Option and Applications Filing
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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 of issue. 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) Option is elected, the Fixed Account will only be available as the originating account for Dollar Cost Averaging for Living Benefits.

The Option has a Flesch readability score of 45.3.

The Option will be issued with the Contracts listed below and all previously approved forms associated with the Contracts. These Contracts were approved on 02/06/2012 (DOI # 50505).

VAC-0126AOCV.1, VAC-0117AOCV.1, VAC-0118AOCV.1, VAC-0116AOCV.1, VAC-0120AOCV.2 and VAC-0121AOCV.1.

Description of the Applications

These Applications will be issued with the Contracts listed below and all previously approved forms associated with the Contracts. These Contracts were approved on 02/06/2012 (DOI/SERFF # 50505).

New Form Number Used with Contract Form Number

VAAA-0100M3 VAC-0126AOCV.1
VAAA-0101M3 VAC-0117AOCV.1
VAAA-0102M3 VAC-0118AOCV.1
VAAA-0103M3 VAC-0116AOCV.1
VAAA-0104M3 VAC-0120AOCV.2
VAAA-0105M3 VAC-0121AOCV.1

Items Bracketed as Variable

Lifetime Income (L.inc) Option - VARR-0001AO

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

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Product Name: L.inc Option and Applications Filing
Project Name/Number: L.inc Option and Applications Filing/

conditions. Each of the age bands will vary between ages 45 and 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 - VAAA-0100M3, VAAA-0101M3, VAAA-0102M3, VAAA-0103M3, VAAA-0104M3 and VAAA-0105M3

- (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 funds within 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.

SERFF Tracking Number: NWFA-128169846 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number:
Company Tracking Number: VARR-0001AO
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: L.inc Option and Applications Filing
Project Name/Number: L.inc Option and Applications Filing/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/29/2012	03/29/2012

SERFF Tracking Number: *NWFA-128169846* *State:* *Arkansas*
Filing Company: *Nationwide Life Insurance Company* *State Tracking Number:*
Company Tracking Number: *VARR-0001AO*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *L.inc Option and Applications Filing*
Project Name/Number: *L.inc Option and Applications Filing/*

Disposition

Disposition Date: 03/29/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-128169846 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number:
 Company Tracking Number: VARR-0001AO
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: L.inc Option and Applications Filing
 Project Name/Number: L.inc Option and Applications Filing/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Lifetime Income (L.inc) Option		Yes
Form	Nationwide All American Gold 2.0 Application		Yes
Form	Nationwide Destination B 2.0 Application		Yes
Form	Nationwide Destination EV 2.0 Application		Yes
Form	Nationwide Destination L 2.0 Application		Yes
Form	Nationwide Destination Navigator 2.0 Application		Yes
Form	Waddell & Reed Advisor Select Preferred 2.0 Application		Yes

SERFF Tracking Number: NWFA-128169846 State: Arkansas
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 Product Name: L.inc Option and Applications Filing
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Form Schedule

Lead Form Number: VARR-0001AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	VARR-0001AO	Policy/Cont Lifetime Income ract/Fratern (L.inc) Option al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Option - VARR-0001AO.pdf
	VAAA-0100M3	Application/Nationwide All Enrollment Form Application American Gold 2.0	Initial		0.000	Application - VAAA-0100M3.pdf
	VAAA-0101M3	Application/Nationwide Enrollment Form Application Destination B 2.0	Initial		0.000	Application - VAAA-0101M3.pdf
	VAAA-0102M3	Application/Nationwide Enrollment Form Application Destination EV 2.0	Initial		0.000	Application - VAAA-0102M3.pdf
	VAAA-0103M3	Application/Nationwide Enrollment Form Application Destination L 2.0	Initial		0.000	Application - VAAA-0103M3.pdf
	VAAA-0104M3	Application/Nationwide Enrollment Form Application Destination Navigator 2.0 Application	Initial		0.000	Application - VAAA-0104M3.pdf
	VAAA-0105M3	Application/Waddell &Reed Enrollment Form Advisor Select Preferred 2.0 Application	Initial		0.000	Application - VAAA-0105M3.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:

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 1.50% 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 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 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 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 of the Income Benefit Base, as described in the "Non-Automatic Reset" section of this option, may increase the L.inc Option charge, subject to the maximum charge 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. The Contract Owner will be notified in writing of any changes to the Permitted Investment Options.

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 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 charge 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 charge 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;

- (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); or
- (d) the change is merely the removal of a Contract Owner where the Contract is jointly owned.

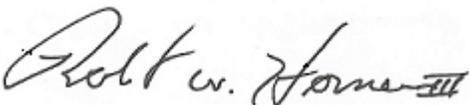
In addition, Surrenders in excess of the Lifetime Withdrawal Amount that reduce the Income Benefit Base to zero will terminate and end all benefits under this option.

If this option terminates for any reason, the additional charge will also terminate.

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:

1.50% 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 L.inc Option charge 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 of the Income Benefit Base, as described in the "Non-Automatic Reset" section of this option, may increase the L.inc Option charge, subject to the maximum charge stated in the option.

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.

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

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Application for
**Individual Flexible Purchase Payment
Variable Deferred Annuity**
Minimum Initial Purchase Payment of \$5,000

[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. 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"/>	%	Fidelity VIP Freedom Fund 2010 Portfolio
<input type="text"/>	%	NVIT Cardinal SM Conservative Fund
<input type="text"/>	%	NVIT Cardinal SM Moderately Conservative Fund
<input type="text" value="50"/>	%	NVIT Cardinal SM Balanced 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

= 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:



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

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
- 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:

June 11, 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

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

[Nationwide DestinationSM B (2.0)]

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Page 1 of 8

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000

[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: MI: Last Name:

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

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

Street:

City: State: ZIP:

E-mail Address: Daytime Phone Number: ()

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: MI: Last Name:

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

Address: Same address as owner Street:

City: State: ZIP:

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

First Name: MI: Last Name:

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.



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. 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"/>	%	Fidelity VIP Freedom Fund 2010 Portfolio
<input type="text"/>	%	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 Investor Dest. Conservative Fund
<input type="text"/>	%	NVIT Investor Dest. Moderately Conservative Fund
<input type="text"/>	%	NVIT Investor Dest. Balanced Fund
<hr/>		
= 100%		

To elect asset rebalancing, please complete section 4a.

or

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:



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
- 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 Dynamic Asset Allocation Portfolio
% 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
Goldman Sachs Variable Insurance Trust
% Goldman Sachs Global Markets Navigator Fund
Huntington Variable Annuity Funds
% Huntington VA International Equity Fund
% Huntington VA Situs Fund
Invesco Variable Insurance Funds
% Invesco V.I. Mid Cap Core Equity

Ivy Funds Variable Insurance Portfolios, Inc.
% Ivy Funds VIP Asset Strategy
% Ivy Funds VIP High Income
% Ivy Funds VIP Mid Cap Growth
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 New Discovery Series
% 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
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 All Asset Portfolio
% 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
- 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: June 11, 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

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

Page 1 of 8

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

[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: [_____] 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 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. 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 % Fidelity VIP Freedom Fund 2010 Portfolio
% NVIT CardinalSM Conservative Fund
50 % NVIT CardinalSM Moderately Conservative Fund
% NVIT CardinalSM Balanced Fund
% NVIT Investor Dest. Conservative Fund
% NVIT Investor Dest. Moderately Conservative Fund
% NVIT Investor Dest. Balanced 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



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

June 11, 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

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

Page 1 of 8

Application for

Individual Flexible Purchase Payment Variable Deferred Annuity

Minimum Initial Purchase Payment of \$10,000

[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.



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. 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%.*

% Fidelity VIP Freedom Fund 2010 Portfolio

% NVIT CardinalSM Conservative Fund

% NVIT CardinalSM Moderately Conservative Fund

% NVIT CardinalSM Balanced Fund

% NVIT Investor Dest. Conservative Fund

% NVIT Investor Dest. Moderately Conservative Fund

% NVIT Investor Dest. Balanced 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:



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
 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 Dynamic Asset Allocation Portfolio
- % 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

Goldman Sachs Variable Insurance Trust

- % Goldman Sachs Global Markets Navigator Fund

Huntington Variable Annuity Funds

- % Huntington VA International Equity Fund
- % Huntington VA Situs Fund

Invesco Variable Insurance Funds

- % Invesco V.I. Mid Cap Core Equity

Ivy Funds Variable Insurance Portfolios, Inc.

- % Ivy Funds VIP Asset Strategy
- % Ivy Funds VIP High Income
- % Ivy Funds VIP Mid Cap Growth

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 New Discovery Series
- % 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 CardinalSM Aggressive Fund
- % NVIT CardinalSM Balanced Fund
- % NVIT CardinalSM Capital Appreciation Fund
- % NVIT CardinalSM Conservative Fund
- % NVIT CardinalSM Moderate Fund
- % NVIT CardinalSM Moderately Aggressive Fund
- % NVIT CardinalSM 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

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 All Asset Portfolio
- % 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
- 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: June 11, 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

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

Page 1 of 8

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

[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 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.



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. 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%.

- % Fidelity VIP Freedom Fund 2010 Portfolio
- % NVIT CardinalSM Conservative Fund
- % NVIT CardinalSM Moderately Conservative Fund
- % NVIT CardinalSM Balanced Fund
- % NVIT Investor Dest. Conservative Fund
- % NVIT Investor Dest. Moderately Conservative Fund
- % NVIT Investor Dest. Balanced Fund

= 100%

To elect asset rebalancing, please complete section 4a.

or

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
- 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 Dynamic Asset Allocation Portfolio
% 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
Goldman Sachs Variable Insurance Trust
% Goldman Sachs Global Markets Navigator Fund
Huntington Variable Annuity Funds
% Huntington VA International Equity Fund
% Huntington VA Situs Fund
Invesco Variable Insurance Funds
% Invesco V.I. Mid Cap Core Equity

Ivy Funds Variable Insurance Portfolios, Inc.
% Ivy Funds VIP Asset Strategy
% Ivy Funds VIP High Income
% Ivy Funds VIP Mid Cap Growth
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 New Discovery Series
% 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
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 All Asset Portfolio
% 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
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
- 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: June 11, 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:



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

[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. 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%.

50 %	Ivy Funds VIP Pathfinder Conservative
%	Ivy Funds VIP Pathfinder Moderately Conservative
50 %	Ivy Funds VIP Pathfinder Moderate
%	NVIT Investor Dest. Conservative Fund
%	NVIT Investor Dest. Moderately Conservative Fund
%	NVIT Investor Dest. Balanced 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
- 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: June 11, 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:



SERFF Tracking Number: NWFA-128169846 State: Arkansas
 Filing Company: Nationwide Life Insurance Company State Tracking Number:
 Company Tracking Number: VARR-0001AO
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: L.inc Option and Applications Filing
 Project Name/Number: L.inc Option and Applications Filing/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable since variable annuities subject to federal jurisdiction as stated in 23-8-204)B)(3).		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The applications being submitted are new and have not been submitted previously.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment:		
Act Memo for Option - VARR-0001AO.pdf		