

State: Arkansas **Filing Company:** Nationwide Life and Annuity Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium
Product Name: Nationwide Platinum III and Nationwide Platinum V Plus
Project Name/Number: Nationwide Platinum III and Nationwide Platinum V Plus/

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company
 Product Name: Nationwide Platinum III and Nationwide Platinum V Plus
 State: Arkansas
 TOI: A021 Individual Annuities- Deferred Non-Variable
 Sub-TOI: A021.003 Single Premium
 Filing Type: Form
 Date Submitted: 08/03/2012
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 Co Tr Num: FACC-0104AOPP

Implementation
 Date Requested:
 Author(s): Amy Burchette, Jenny Christiansen, Grace Holland, Leonja Merritt, Darcy L. Spangler, Gayla Pace, zSERFFstaff zIndustrySupportLJ, Clara Pollard
 Reviewer(s): Linda Bird (primary)
 Disposition Date: 08/15/2012
 Disposition Status: Approved-Closed
 Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Nationwide Life and Annuity Insurance Company
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General Information

Project Name: Nationwide Platinum III and Nationwide Platinum V Plus 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: 08/15/2012
 State Status Changed: 08/15/2012
 Deemer Date: Created By: Grace Holland
 Submitted By: Jenny Christiansen Corresponding Filing Tracking Number:
 Filing Description:
 RE: Nationwide Life and Annuity Insurance Company

NAIC # 92657 FEIN # 31-1000740

Individual Single Purchase Payment Deferred Fixed Annuities, Non-Participating with Contingent Deferred Sales Charge Waivers

Nationwide Platinum III

Contract FACC-0104AOPP
 Contract Specifications Page FABB-0101AO
 Application FAAA-0101M3

Nationwide Platinum V Plus

Contract FACC-0105AOPP
 Contract Specifications Page FABB-0102AO
 Application FAAA-0102M3

Forms to be Used with Multiple Products

Fixed Annuity Order Entry Application FAAA-0107M3
 Fixed Annuity Application (App Later) FAAA-0109M3
 IRA Endorsement FAZZ-0104AO
 Roth IRA Endorsement FAZZ-0105AO
 Return of Purchase Payment Guarantee Option FARR-0101AO

Nationwide Life and Annuity Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance. Nationwide will begin utilizing these forms November 5, 2012 or upon approval from Department of Insurance. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

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Nationwide Platinum III

Description of the Contract

Contract FACC-0104AOPP is an Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred Sales Charge Waivers. The Annualized Interest Rate is guaranteed with respect to the Purchase Payment, from the date the Purchase Payment is received by Nationwide, for the three-year initial Interest Rate Guarantee Period. The base Contract is written for non-qualified issuance but can also be sold as an IRA or Roth IRA via endorsement.

Description of the Contract Specifications Page

Contract Specifications Page FABB-0101AO is new and will be utilized with the Contract.

Description of the Application

Application FAAA-0101M3 is new and is the product specific Application that is designed for use with the submitted Contract.

Nationwide Platinum V Plus

Description of the Contract

Contract FACC-0105AOPP is an Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred Sales Charge Waivers. The Annualized Interest Rate is guaranteed with respect to the Purchase Payment, from the date the Purchase Payment is received by Nationwide, for the five-year initial Interest Rate Guarantee Period. The base Contract is written for non-qualified issuance but can also be sold as an IRA or Roth IRA via endorsement.

Description of the Contract Specifications Page

Contract Specifications Page FABB-0102AO is new and will be utilized with the Contract.

Description of the Application

Application FAAA-0102M3 is new and is the product specific paper Application that is designed for use with the submitted Contract.

Forms to be Used with Multiple Products

The forms listed under this section will be used with both the Nationwide Platinum III, Nationwide Platinum V Plus products, as well as other fixed annuity products sold by Nationwide.

Description of the Applications

The Applications are new and will be utilized with the Contract. They are being filed in "John Doe" format with example data.

Application FAAA-0107M3 is a common paper Application designed to facilitate order entry for new business submitted through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The Application will be generated based on customer specific information. The Application will be customized to reflect only the information

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provided by the Contract Owner. Once the Application has been reviewed by the Contract Owner, they will sign the Application verifying the option(s) elected.

Application FAAA-0109M3 is a common Application designed to facilitate electronically transmitted new business submitted through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. Nationwide will generate the Application based on customer specific information received electronically. The Application will be customized to reflect the product and optional features selected. The customized Application will then be sent for applicant review, signature and return acknowledging the purchase and selections.

Description of the Endorsements

The Endorsements are new and will be utilized with the Contract.

Endorsement FAZZ-0104AO will be issued to Contract Owners who purchase the Contract as an IRA.

Endorsement FAZZ-0105AO will be issued to Contract Owners who purchase the Contract as a Roth IRA.

Description of the Optional Rider

Optional Rider FARR-0101AO provides that if the entire Contract Value is Surrendered, the Contract Owner is guaranteed to receive at least the total of all Purchase Payments deposited into the Contract, less any previous Surrenders. This means, in the event of a full Surrender, the Contingent Deferred Sales Charge taken can never be greater than the total amount of interest that has been credited to the Contract. This option is irrevocable.

Target Market

This Contract is designed for consumers interested in protection and growth via guaranteed interest rates with an option to create a stream of income for life, or a specified period of time, through annuitization.

The following forms will be issued with the Contract:

Life and Disability Insurance Guaranty Association Act Notice Life 3940-B
Important Information for Contract Owners FHL-768-1

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

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

If you have questions regarding this filing, please contact me at 1-800-691-0023, ext. 9-3245 or via SERFF.

Company and Contact

State: Arkansas **Filing Company:** Nationwide Life and Annuity Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium
Product Name: Nationwide Platinum III and Nationwide Platinum V Plus
Project Name/Number: Nationwide Platinum III and Nationwide Platinum V Plus/

Filing Contact Information

Grace Holland, Specialist, Paralegal hollang2@nationwide.com
 Corporate Compliance
 PO Box 182455 800-691-0023 [Phone] 93245 [Ext]
 1-33-102 614-249-2112 [FAX]
 Columbus, OH 43272-8921

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$550.00
 Retaliatory? Yes
 Fee Explanation: 11 forms @ \$50.00 per form
 Per Company: No

Company	Amount	Date Processed	Transaction #
Nationwide Life and Annuity Insurance Company	\$550.00	08/03/2012	61415911

SERFF Tracking #:

NWFA-128603839

State Tracking #:

Company Tracking #:

FACC-0104AOPP

State:

Arkansas

Filing Company:

Nationwide Life and Annuity Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

Nationwide Platinum III and Nationwide Platinum V Plus

Project Name/Number:

Nationwide Platinum III and Nationwide Platinum V Plus/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/15/2012	08/15/2012

SERFF Tracking #:

NWFA-128603839

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Disposition

Disposition Date: 08/15/2012

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Comment:

Rate data does NOT apply to filing.

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Product Name: Nationwide Platinum III and Nationwide Platinum V Plus
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variabilty		Yes
Supporting Document	Life and Disability Insurance Guaranty Association Act Notice		Yes
Supporting Document	Important Information for Contract Owners		Yes
Supporting Document	Certificate of Compliance Reg 19		Yes
Form	Nationwide Platinum III Contract		Yes
Form	Nationwide Platinum III Contract Specifications Page		Yes
Form	Nationwide Platinum III Application		Yes
Form	Nationwide Platinum V Plus Contract		Yes
Form	Nationwide Platinum V Plus Contract Specifications Page		Yes
Form	Nationwide Platinum V Plus Application		Yes
Form	Fixed Annuity Order Entry Application		Yes
Form	Fixed Annuity Application (App Later)		Yes
Form	IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes
Form	Return of Purchase Payment Guarantee Option		Yes

State: Arkansas

Filing Company:

Nationwide Life and Annuity Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name: Nationwide Platinum III and Nationwide Platinum V Plus

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Form Schedule

Lead Form Number: FACC-0104AOPP							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		FACC-0104AOPP	POL	Nationwide Platinum III Contract	Initial:	51.600	FACC-0104AOPP.pdf
2		FABB-0101AO	POLA	Nationwide Platinum III Contract Specifications Page	Initial:	0.000	FABB-0101AO.pdf
3		FAAA-0101M3	AEF	Nationwide Platinum III Application	Initial:	0.000	FAAA-0101M3_JohnDoeBracket.pdf
4		FACC-0105AOPP	POL	Nationwide Platinum V Plus Contract	Initial:	52.500	FACC-0105AOPP.pdf
5		FABB-0102AO	POLA	Nationwide Platinum V Plus Contract Specifications Page	Initial:	0.000	FABB-0102AO.pdf
6		FAAA-0102M3	AEF	Nationwide Platinum V Plus Application	Initial:	0.000	FAAA-0102M3_JohnDoeBracket.pdf
7		FAAA-0107M3	AEF	Fixed Annuity Order Entry Application	Initial:	0.000	FAAA-0107M3.pdf
8		FAAA-0109M3	AEF	Fixed Annuity Application (App Later)	Initial:	0.000	FAAA-0109M3.pdf
9		FAZZ-0104AO	POLA	IRA Endorsement	Initial:	0.000	FAZZ-0104AO.pdf
10		FAZZ-0105AO	POLA	Roth IRA Endorsement	Initial:	0.000	FAZZ-0105AO.pdf
11		FARR-0101AO	POLA	Return of Purchase Payment Guarantee Option	Initial:	59.500	FARR-0101AO.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
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SERFF Tracking #:

NWFA-128603839

State Tracking #:**Company Tracking #:**

FACC-0104AOPP

State: Arkansas**Filing Company:**

Nationwide Life and Annuity Insurance Company

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CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

Nationwide Life and Annuity Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
[1-800-321-6064] (For any inquiries)

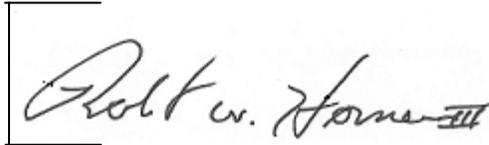
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY ("Nationwide") will make annuity payments to the Annuitant starting on the Annuitization Date, as set forth in the Contract.

This Contract is provided in return for the Purchase Payment(s) made as required in the Contract.

RIGHT TO EXAMINE AND CANCEL

To be sure that the Contract Owner is satisfied with this Contract, the Contract Owner has the "Right to Examine and Cancel" the Contract. Within ten days (thirty days if the Contract is a replacement) of the day the Contract is received by the Contract Owner, it may be returned to the Home Office of Nationwide or the agent through whom it was purchased. When the Contract is received at the Home Office, Nationwide will void the Contract as though it had never been in force and the Purchase Payment(s) will be refunded in full.

Executed for Nationwide on the Date of Issue:



Secretary



President

The cash surrender benefit under the Contract shall at no time be less than the minimum nonforfeiture amount at that time that is required by law.

READ YOUR CONTRACT CAREFULLY

Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred Sales Charge Waivers

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DEFINITIONS

Annualized Interest Rate - The effective yield of interest over a one year period.

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

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

Annuitization Date - The date the annuity payments begin.

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

Annuity Payment Option - The chosen form of annuity payments. Several options are available under the Contract.

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

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

Contingent Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends, if the Annuitant dies prior to the Annuitization Date.

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

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

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

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

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner. References to "you" or "your" also mean Contract Owner.

Contract Value - The sum of all Purchase Payments, plus applicable interest, less any Surrenders.

Contract Year - Each twelve month period starting with either the Date of Issue or the Contract Anniversary.

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

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

Distribution - Any payment of part or all of a Contract Owner's Contract Value.

Fixed Payment Annuity - An annuity providing for payments, which are guaranteed by Nationwide as to dollar amount during Annuitization.

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

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

Individual Retirement Annuity ("IRA") - An annuity which qualifies for favorable tax treatment under Section 408 of the Code which is established for the exclusive benefit of the Contract Owner or the Contract Owner's Beneficiaries.

Interest Adjustment - An upward adjustment of interest as described in the "Interest to be Credited" section of the "Accumulation Provisions."

Interest Rate Guarantee Period - The period during which the Annualized Interest Rate to be credited to the Purchase Payment is guaranteed.

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

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

Minimum Distribution - The amount that is required to be Surrendered from IRAs to meet Distribution requirements established by the Code.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.00% or greater than 3.00%. The rate is calculated on the Date of Issue by using the average five-year Constant Maturity Treasury Rate, as reported by the Federal Reserve, during the months of October and November of the preceding calendar year, rounded to the nearest 0.05%, minus 1.25%. The rate established on the Date of Issue will be used for the life of the Contract.

Minimum Nonforfeiture Value - The minimum value that Nationwide is obligated to provide the Contract Owner upon full Surrender of the Contract. The value is not less than 87.50% of the Purchase Payments accumulated at the applicable Minimum Nonforfeiture Rates less an annual assumed contract charge of \$50.

Nationwide – Nationwide Life and Annuity Insurance Company. References to "we," "our," and "us" also mean Nationwide Life and Annuity Insurance Company.

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

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

Roth IRA - An individual retirement annuity meeting the requirements of Code Section 408A.

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

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

Surrender Value – The amount that will be paid if the Contract is Surrendered.

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

GENERAL PROVISIONS

Entire Contract

The Contract, Contract Specifications Page, a copy of the attached application, including any attached supplemental applications, together with any amendments, optional riders and endorsements, if any, make up the entire agreement between Nationwide and the Contract Owner. All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, be deemed representations and not warranties.

Non-Participating

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

Incontestability

This Contract, Contract Specifications Page, all applications, amendments, optional riders and endorsements, if any, will not be contested.

Contract Settlement

Nationwide may require the Contract to be returned to the Home Office prior to making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

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

Alteration or Modification

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

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's receipt of the assignment.

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

Protection of Proceeds

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

Misstatement of Age or Sex

If the age or sex of an Annuitant, or Contingent Annuitant if applicable, has been misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be made, based on the correct age or sex. Proof of age of an Annuitant, or Contingent Annuitant if applicable, may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant, or Contingent Annuitant if applicable, has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of any such misstatement will be paid in full with the next payment due under the Contract. Any adjustment for overpayment or underpayment will include interest charged or credited, as applicable, at a rate of 5.00% per annum.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The information provided in the report will be as of a date no more than four months prior to the date of mailing.

The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.
- (4) The Surrender Value at the end of the reporting period and any other information required by law in the State of Issue.

Additional reports are available upon request for no additional charge.

PARTIES TO THE CONTRACT PROVISIONS

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

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

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

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

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract.

The Annuitant shall become the Contract Owner on the Annuitization Date.

Joint Owner

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

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if: (1) the Contract Owner is not named as the Annuitant, (2) the Contract Owner dies prior to the Annuitization Date, and (3) there is no surviving Joint Owner.

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

A Contingent Owner may be named only for Non-Qualified Contracts.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 90 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 90 or younger at the time of Contract issuance unless Nationwide has approved a request for an older Contingent Annuitant. All provisions of the Contract which are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

A Contingent Annuitant may be named only for Non-Qualified Contracts.

Beneficiary(ies) and Contingent Beneficiary(ies)

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

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

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

ACCUMULATION PROVISIONS

Purchase Payments

The Contract is issued in consideration of the Purchase Payment made by the Contract Owner. Purchase Payments are accepted by Nationwide at its Home Office. The minimum Purchase Payment is required on the Date of Issue and must be at least \$10,000 for Non-Qualified Contracts and \$3,000 for IRAs and Roth IRAs. No additional Purchase Payments will be permitted; however, for Contracts funded via tax-free exchanges from multiple sources, portions of the Purchase Payment received at different times will be accepted.

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

Interest to be Credited

The Annualized Interest Rate is guaranteed with respect to the Purchase Payment, from the date the Purchase Payment is received by Nationwide, for the three-year initial Interest Rate Guarantee Period. During the initial Interest Rate Guarantee Period, Nationwide guarantees that the Annualized Interest Rate will increase by an Interest Adjustment of [0.15%] each year for Contract Years two and three, over the Annualized Interest Rate declared for the first Contract Year as shown on the Contract Specifications Page.

After expiration of the initial Interest Rate Guarantee Period, Nationwide will declare a new Annualized Interest Rate for the subsequent Interest Rate Guarantee Period, which will also be three years in duration. During this subsequent Interest Rate Guarantee Period, which continues for Contract Years four through six, Nationwide guarantees that the Annualized Interest Rate will increase by an Interest Adjustment of [0.15%] each year for Contract Years five and six, over the Annualized Interest Rate in effect during the fourth Contract Year.

After the sixth Contract Year, subsequent Interest Rate Guarantee Periods will be one year in duration and a new Annualized Interest Rate will be declared for each subsequent Interest Rate Guarantee Period.

The Contract Value will be credited with interest on a daily basis. The Annualized Interest Rate for the initial Interest Rate Guarantee Period as shown on the Contracts Specifications Page, or subsequent Interest Rate Guarantee Period(s) in effect, are stated as an annual effective yield. The actual dates on which amounts are credited to the Contract and are Surrendered from the Contract or applied to an Annuity Payment Option will be used in computing the amount of interest to be credited to the Contract Value.

Nationwide guarantees that the Annualized Interest Rates will not be less than the Guaranteed Minimum Annualized Interest Rate as specified on the Contract Specifications Page.

SURRENDERS AND CHARGES PROVISIONS

Surrenders

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

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

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so. The Surrender amount must be at least \$100 and will be paid to the Contract Owner. Nationwide reserves the right to delay payment of a Surrender of any portion of the Contract Value for up to six months from the date the request is received by Nationwide.

Surrender Value

The Surrender Value is the amount that will be paid if the full Contract is Surrendered. The Surrender Value at any time will be:

The Contract Value less the sum of any applicable:

- (1) Contingent Deferred Sales Charges ("CDSC") and
- (2) premium taxes.

The Surrender Value will never be less than the Minimum Nonforfeiture Value.

Deduction for Premium Taxes

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity upon the Purchase Payment(s). The method used to recover premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable law. Nationwide currently deducts such premium taxes from the Contract Value at the following times:

- (1) at the time the Contract is Surrendered,
- (2) at the Annuitization Date, or
- (3) when Nationwide is subject to the premium taxes.

Contingent Deferred Sales Charges ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies if all or part of the Contract Value is Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the amount Surrendered, less any allowable free Surrenders. Amounts Surrendered as described in the "CDSC-free Surrenders" paragraphs following the table are not considered a Surrender of Contract Value for the purposes of calculating CDSC under this Contract.

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

Contract Year in which the Surrender is made	1	2	3	4	5	6	7+
CDSC Percentage	6%	6%	6%	5%	3%	1%	0%

Waiver of Contingent Deferred Sales Charge

Nationwide will waive or reduce CDSC for the Surrenders listed below. If a CDSC waiver claim is denied by Nationwide the Surrender Value will not be disbursed until the Contract Owner has been notified of the denial and provided with the opportunity to accept or reject the Surrender Value, including any CDSC. A complete Surrender of the Contract will not prejudice (i.e. cancel) the application of any CDSC waiver for which the Contract Owner meets the required conditions.

- (1) CDSC-free Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the Contract Value at the time the Surrender request is received, reduced by any prior CDSC-free amounts received during the same Contract Year or (b) the amount required to meet Minimum Distribution requirements for this Contract under the Code.

This CDSC-free Surrender privilege described in the preceding paragraphs is non-cumulative. This means CDSC-free Surrender amounts not taken by the Contract Owner in a given year cannot be added to the available CDSC-free Surrender amounts in any later years.

- (2) 30-day CDSC-free Surrender period - If the Annualized Interest Rate declared by Nationwide for the first year of the second Interest Rate Guarantee Period (Contract Year four) is less than the Annualized Interest Rate declared for the first year of the initial Interest Rate Guarantee Period (Contract Year one) for a given Contract, the Contract Owner may Surrender part or all of the Contract Value without a Surrender charge during the 30-day period after the end of the initial Interest Rate Guarantee Period, subject to the restrictions set forth in the "Surrenders and Charges" provision. If the entire Contract Value is not Surrendered during this 30-day period, the Contract will continue and the CDSC as set forth in the "Contingent Deferred Sales Charges ("CDSC")" section of the Contract will apply.
- (3) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant dies before the Annuitization Date.
- (4) Annuity Payments - CDSC is not charged on amounts applied to an Annuity Payment Option.
- (5) Purchase Payments - CDSC is not charged on any amounts Surrendered from a Contract that has been in force for at least 72 months.
- (6) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of Surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (7) Long-Term Care - If at any time after the first Contract Anniversary the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long-Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more, Nationwide will not charge CDSC. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long-Term Care Facility or within 90 days after confinement ends.
- (8) Terminal Illness or Injury - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness or Injury at any time after the Date of Issue.
- (9) CDSC will not be charged as otherwise noted in this Contract.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual, or annual basis. Systematic Surrenders may be subject to charges described in the "Contingent Deferred Sales Charges ("CDSC")" and "Waiver of Contingent Deferred Sales Charge" provisions of the Contract, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender. Systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

If the Contract Owner Surrenders amounts pursuant to a systematic Surrender program, the Contract Owner may Surrender, each Contract Year, without CDSC, an amount equal to the greater of: (1) 10% of the Contract Value at the time the Surrender request is received, reduced by any prior CDSC-free amounts received during the same Contract Year, or (2) the amount required to meet Minimum Distribution requirements under the Code.

If the total amounts Surrendered in any Contract Year exceed the CDSC-free amount as calculated under the systematic Surrender method described above, then such excess will be subject to CDSC unless otherwise noted in the "Waiver of Contingent Deferred Sales Charge" provision of the Contract.

Systematic Surrenders are not available prior to the expiration of the "Right to Examine and Cancel" provision of the Contract.

REQUIRED DISTRIBUTION PROVISION

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

Any required Distributions under the Contract will be determined using the expected return multiples in the income tax regulations and calculated in accordance with the calculation methods made available to Nationwide.

Upon the death of a Contract Owner, the designated Beneficiary must elect a method of distribution which complies with the "Required Distributions – Non-Qualified Contracts" section below, and which is acceptable to Nationwide. Such election must be made within 60 days of the Contract Owner's death.

Required Distributions - Non-Qualified Contracts

Upon the death of any Contract Owner or Joint Owner (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date) (each of the foregoing "a deceased Contract Owner"), certain Distributions for Non-Qualified Contracts are required by Section 72 of the Code. Notwithstanding any provision of the Contract to the contrary, the following Distributions shall be made in accordance with such requirements.

- (1) If any deceased Contract Owner dies on or after the Annuitization Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of Distribution in effect as of the date of such deceased Contract Owner's death.
- (2) If any deceased Contract Owner dies prior to the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within five years of the death of the deceased Contract Owner, provided however:
 - (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent Annuitant, Beneficiary or Contingent Beneficiary as the case may be (each a "designated Beneficiary"), such portion may, at the election of the designated Beneficiary, be distributed over the life of such designated Beneficiary, or over a period not extending beyond the life expectancy of such designated Beneficiary, provided that payments begin within one year of the date of the deceased Contract Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by federal income tax regulations.

- (b) If the designated Beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the Distributions required under this "Required Distributions – Non-Qualified Contracts" section will be made upon the death of such spouse. If the spouse elects to become the Contract Owner and the Death Benefit that would have been payable exceeds the Contract Value, then the Contract Value will be increased to be equal to the amount that would have been paid as the Death Benefit.

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

This "Required Distribution – Non-Qualified Contracts" section shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72 of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

DEATH PROVISIONS

Death of Contract Owner

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

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

Death of Contract Owner/Annuitant

If there is no Contingent Annuitant, and the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit shall become payable. Rights to the Death Benefit are determined in the following order, as specified in the "Beneficiary(ies) and Contingent Beneficiary(ies)" provision and distributed in accordance with the "Required Distribution Provisions":

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) is entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) is entitled to the Death Benefit.

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

Death of Annuitant

If the Contract Owner and Annuitant are not the same person, and the Annuitant dies prior to the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant, such Beneficiary(ies) is entitled to the Death Benefit.
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant and the Beneficiary(ies), such Contingent Beneficiary(ies) is entitled to the Death Benefit.
- (3) if there is no surviving Beneficiary(ies) or Contingent Beneficiary(ies), the last surviving Contract Owner's estate is entitled to the Death Benefit.

If the Beneficiary is the surviving spouse of the Annuitant, he or she may elect to treat the Contract as his or her own, thus continuing the Contract. In addition, a CDSC will not be assessed against the surviving spouse Beneficiary.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable shall be paid according to the Annuity Payment Option selected.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of the Death Benefit will be the Contract Value determined as of the business day, coincident with or next following, the day Nationwide received in writing at the Home Office the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying Distribution method; and (3) any applicable state required form(s).

Proof of death is either:

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

The Beneficiary may elect to receive such Death Benefit in the form of: (1) a lump sum Distribution; (2) an annuity payout; or (3) any Distribution that is permitted under state and federal regulations and is acceptable by Nationwide.

Payment of the Death Benefit will be made or will commence within 30 days after receipt of due proof of death as well as notification of the election regarding how the Death Benefit is to be paid.

Lump Sum Payments

When requests are received to Surrender the Contract or to receive the Death Benefit in a lump-sum (single) payment, Nationwide may transfer the Surrender amount or Death Benefit amount to its general account or an affiliate unless the Contract Owner instructs it otherwise or law prohibits Nationwide from making the transfer.

ANNUITIZATION PROVISIONS

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

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

Annuity Commencement Date

The Annuity Commencement Date is a date chosen by the Contract Owner and is generally the first day of a calendar month. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches 95.

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

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide; and
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 95th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at the Home Office.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the Annuity Payment Option election, in writing, to annuitize the Contract.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date. Annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Nationwide at the time to the same class of annuitants.

Calculation of Fixed Annuity Payments

The first payment of a Fixed Payment Annuity will be determined by applying the portion of the total Contract Value specified by the Contract Owner, less any applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected. The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.50% minimum interest and the applicable Annuity 2000 Mortality Table with Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2012 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

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

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

Subsequent fixed annuity payments will remain level unless the Annuity Payment Option elected dictates otherwise.

Frequency and Amount of Payments

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

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

ANNUITY PAYMENT OPTION PROVISIONS

Selection of Annuity Payment Option

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

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

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs.

Single Life Annuity

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

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

Standard Joint and Survivor Annuity

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

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

Single Life Annuity With 120 or 240 Monthly Payments Guaranteed

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed period of 120 or 240 months may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

No Surrenders other than the scheduled annuity payments are permitted.

Any Other Option

The amount and period under any other option will be determined by Nationwide. Payment options not set forth in the Contract are available only if they are approved by both Nationwide and the Contract Owner. Nationwide may elect to make available an immediate annuity contract as a settlement option if requested by the Contract Owner.

Confirmation of Annuity Payments

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

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

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

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

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

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

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

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

Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred
Sales Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [November 12, 2012]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Contingent Owner: [N/A]	[N/A]	Initial Purchase Payment Amount: [\$10,000]
Contingent Annuitant: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2051]

Minimum Requirements

Minimum Contract Value Required for Annuitization: \$2,000

Minimum Annuity Payment Amount: \$100

ANNUALIZED INTEREST RATE* [1.00%]

INTEREST ADJUSTMENT** [0.15%]

GUARANTEED MINIMUM ANNUALIZED INTEREST RATE [1.00%]

NONFORFEITURE RATE [1.00%]

*The Annualized Interest Rate shown above is guaranteed with respect to the Purchase Payment, from the date it is received by Nationwide, for the initial Interest Rate Guarantee Period. After expiration of the initial Interest Rate Guarantee Period, subsequent rates may vary from the Annualized Interest Rate shown above.

**The Annualized Interest Rate declared for the first Contract Year will be increased by the amount of the Interest Adjustment in each of Contract Years two and three. The Annualized Interest Rate declared for the fourth Contract Year will be increased by the amount of the Interest Adjustment in each of Contract Years five and six. For additional details regarding the Annualized Interest Rate in subsequent years, refer to the Interest to be Credited section of your Contract.

SUMMARY OF CONTRACT EXPENSES

Contingent Deferred Sales Charge ("CDSC") Table:

Contract Year in which the Surrender is made	1	2	3	4	5	6	7+
CDSC Percentage	6%	6%	6%	5%	3%	1%	0%

[OPTIONS ELECTED

Return of Purchase Payment Guarantee Option*** [X / N/A]

***When the Return of Purchase Payment Guarantee Option is elected it reduces the Annualized Interest Rate by [0.25%], as shown in the Annualized Interest Rate above. This reduction applies to all Interest Rate Guarantee Periods for the life of the Contract but will never result in an Annualized Interest Rate less than the "GUARANTEED MINIMUM ANNUALIZED INTEREST RATE" referenced above. **Nationwide guarantees that if the Contract Value is Surrendered, the Contract Owner will receive the total of all Purchase Payments deposited into the Contract, less any previous Surrenders. This means, in the event of a full Surrender, the CDSC taken can never be greater than the total amount of interest that has been credited to the Contract.**

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant 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.

Nationwide Life and Annuity Insurance Company

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

[Nationwide Platinum III®]

Application for
**Individual Single Purchase Payment
Deferred Fixed Annuity**

Minimum Initial Purchase Payment of: \$10,000 (Non-Qualified)
\$3,000 (Qualified)

Page 1 of 5

[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: [12345-6789]
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: [_____]
E-mail Address: [_____] Daytime Phone Number: ([])

1c. Annuitant *Complete only if different from Contract Owner. (Annuitant must be age 90 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. Contingent Annuitant *(Must be age 90 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: [_____]
E-mail Address: [_____] Daytime Phone Number: ([])



1e. 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.

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

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

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

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

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.*

<input checked="" type="checkbox"/> Non-Qualified	
<input type="checkbox"/> Beneficially Owned Non-Qualified*	
<input type="checkbox"/> CRT* (Charitable Remainder Trust)	
<input type="checkbox"/> Traditional IRA – Tax Year: <input type="text"/>	
<input type="checkbox"/> Beneficially Owned/Inherited IRA*	
<input type="checkbox"/> Custodial Owned IRA	
<input type="checkbox"/> Roth IRA – Tax Year: <input type="text"/> Tax Year Roth IRA started: <input type="text"/>	
<input type="checkbox"/> Beneficially Owned/Inherited Roth IRA*	

*Additional forms required.

2b. Purchase Payment

Approximate Amount: \$ (minimum Purchase Payment \$10,000 unless the Contract is issued as an IRA or Roth IRA in which case the minimum initial Purchase Payment is \$3,000). A copy of this application properly signed by the Registered Representative* will constitute receipt for such amount. If this application is declined by Nationwide, there will be no liability on the part of Nationwide, and any payments submitted with this application will be refunded.

*Registered Representatives are Insurance Agents.

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

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

3. Return of Purchase Payment Guarantee Option *Subject to Availability*

If the Return of Purchase Payment Guarantee Option is not elected, CDSC will be applied to full Surrenders as described in the Contract.

I elect: Return of Purchase Payment Guarantee Option



4. Fraud Warning

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 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.

5. Contract Owner Signatures and Authorizations

5a. 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.

5b. Acknowledgements, Disclosure and Signatures

I understand and acknowledge the following:

- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner and Annuitant subject to permission by Nationwide.
- That I do not represent a corporate entity or institutional investor.
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if I plan to change the Contract Owner or assign benefits under the Contract, the Contract will not meet this objective.
- I understand the purpose of this Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if the Annuitant I am naming has been diagnosed with or had an indication of a illness expected to result in death within 12 months, the Contract will not meet this objective.
- I understand Nationwide will not be liable for any loss, liability, cost or expense for acting in accordance with the requests or instructions of the Contract Owner or Joint Owner.

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: November 12, 2012



6. Primary Registered Representative Information

6a. 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?

6b. 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:

7. Additional Registered Representative Information

7a. 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?

7b. 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 and Annuity Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
[1-800-321-6064] (For any inquiries)

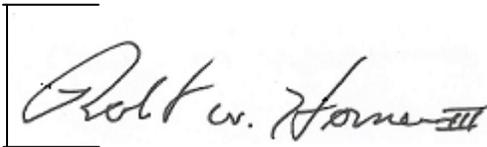
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY ("Nationwide") will make annuity payments to the Annuitant starting on the Annuitization Date, as set forth in the Contract.

This Contract is provided in return for the Purchase Payment(s) made as required in the Contract.

RIGHT TO EXAMINE AND CANCEL

To be sure that the Contract Owner is satisfied with this Contract, the Contract Owner has the "Right to Examine and Cancel" the Contract. Within ten days (thirty days if the Contract is a replacement) of the day the Contract is received by the Contract Owner, it may be returned to the Home Office of Nationwide or the agent through whom it was purchased. When the Contract is received at the Home Office, Nationwide will void the Contract as though it had never been in force and the Purchase Payment(s) will be refunded in full.

Executed for Nationwide on the Date of Issue:



Secretary



President

The cash surrender benefit under the Contract shall at no time be less than the minimum nonforfeiture amount at that time that is required by law.

READ YOUR CONTRACT CAREFULLY

Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred Sales Charge Waivers

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DEFINITIONS

Annualized Interest Rate - The effective yield of interest over a one year period.

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

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

Annuitization Date - The date the annuity payments begin.

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

Annuity Payment Option - The chosen form of annuity payments. Several options are available under the Contract.

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

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

Contingent Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends, if the Annuitant dies prior to the Annuitization Date.

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

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

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

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

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner. References to "you" or "your" also mean Contract Owner.

Contract Value - The sum of all Purchase Payments, plus applicable interest, less any Surrenders.

Contract Year - Each twelve month period starting with either the Date of Issue or the Contract Anniversary.

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

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

Distribution - Any payment of part or all of a Contract Owner's Contract Value.

Fixed Payment Annuity - An annuity providing for payments, which are guaranteed by Nationwide as to dollar amount during Annuitization.

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

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

Individual Retirement Annuity ("IRA") - An annuity which qualifies for favorable tax treatment under Section 408 of the Code which is established for the exclusive benefit of the Contract Owner or the Contract Owner's Beneficiaries.

Interest Adjustment - An upward adjustment of interest as described in the "Interest to be Credited" section of the "Accumulation Provisions."

Interest Rate Guarantee Period - The periods during which the Annualized Interest Rate to be credited to the Purchase Payment is guaranteed.

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

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

Minimum Distribution - The amount that is required to be Surrendered from IRAs to meet Distribution requirements established by the Code.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated on the Date of Issue by using the average five -year Constant Maturity Treasury Rate, as reported by the Federal Reserve, during the months of October and November of the preceding calendar year rounded to the nearest 0.05%, minus 1.25%. The rate established on the Date of Issue will be used for the life of the Contract.

Minimum Nonforfeiture Value - The minimum value that Nationwide is obligated to provide the Contract Owner upon full Surrender of the Contract. The value is not less than 87.50% of the Purchase Payments accumulated at the applicable Minimum Nonforfeiture Rates less an annual assumed contract charge of \$50.

Nationwide - Nationwide Life and Annuity Insurance Company. References to "we," "our," and "us" also mean Nationwide Life and Annuity Insurance Company.

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

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

Roth IRA - An individual retirement annuity meeting the requirements of Code Section 408A.

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

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

Surrender Value - The amount that will be paid if the Contract is Surrendered.

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

GENERAL PROVISIONS

Entire Contract

The Contract, Contract Specifications Page, a copy of the attached application, including any attached supplemental applications, together with any amendments, optional riders and endorsements, if any, make up the entire agreement between Nationwide and the Contract Owner. All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud, be deemed representations and not warranties.

Non-Participating

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

Incontestability

This Contract, Contract Specifications Page, all applications, amendments, optional riders and endorsements, if any, will not be contested.

Contract Settlement

Nationwide may require the Contract to be returned to the Home Office prior to making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

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

Alteration or Modification

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

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant and before the Annuitization Date. The assignment takes effect on the date it is signed, unless otherwise specified by the Contract Owner. Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's receipt of the assignment.

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

Protection of Proceeds

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

Misstatement of Age or Sex

If the age or sex of an Annuitant, or Contingent Annuitant if applicable, has been misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will be made, based on the correct age or sex. Proof of age of an Annuitant, or Contingent Annuitant if applicable, may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant, or Contingent Annuitant if applicable, has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of any such misstatement will be paid in full with the next payment due under the Contract. Any adjustment for overpayment or underpayment will include interest charged or credited, as applicable, at a rate of 5.00% per annum.

Reports

Before Annuitization, a report will be sent to the Contract Owner at his or her last known address at least once a year. The information provided in the report will be as of a date no more than four months prior to the date of mailing.

The report will contain at least the following information:

- (1) The beginning and ending dates of the report period.
- (2) The Contract Value at the beginning and ending of the report period.
- (3) Amounts credited to and deducted from the Contract Value during the report period, including Purchase Payments, interest credits, Surrenders, CDSC, and other Contract charges.
- (4) The Surrender Value at the end of the reporting period and any other information required by law in the State of Issue.

Additional reports are available upon request for no additional charge.

PARTIES TO THE CONTRACT PROVISIONS

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

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

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

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

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract.

The Annuitant shall become the Contract Owner on the Annuitization Date.

Joint Owner

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

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if: (1) the Contract Owner is not named as the Annuitant, (2) the Contract Owner dies prior to the Annuitization Date, and (3) there is no surviving Joint Owner.

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

A Contingent Owner may be named only for Non-Qualified Contracts.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 90 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 90 or younger at the time of Contract issuance unless Nationwide has approved a request for an older Contingent Annuitant. All provisions of the Contract which are based on the death of the Annuitant prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

A Contingent Annuitant may be named only for Non-Qualified Contracts.

Beneficiary(ies) and Contingent Beneficiary(ies)

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

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

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

ACCUMULATION PROVISIONS

Purchase Payments

The Contract is issued in consideration of the Purchase Payment made by the Contract Owner. Purchase Payments are accepted by Nationwide at its Home Office. The minimum Purchase Payment is required on the Date of Issue and must be at least \$5,000 for all Contract types. No additional Purchase Payments are permitted; however, for Contracts funded via tax-free exchanges from multiple sources, portions of the Purchase Payment received at different times will be accepted.

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

Interest to be Credited

The Annualized Interest Rate is guaranteed with respect to the Purchase Payment, from the date the Purchase Payment is received by Nationwide, for the five-year initial Interest Rate Guarantee Period. During the initial Interest Rate Guarantee Period, Nationwide guarantees that the Annualized Interest Rate will increase by an Interest Adjustment of [0.15%] each year for Contract Years two through five, over the Annualized Interest Rate declared for the first Contract Year as shown on the Contract Specifications Page.

After expiration of the initial Interest Rate Guarantee Period, Nationwide will declare a new Annualized Interest Rate for the subsequent Interest Rate Guarantee Period, which will also be five years in duration. During this subsequent Interest Rate Guarantee Period, which continues for Contract Years six through ten, Nationwide guarantees that the Annualized Interest Rate will increase by an Interest Adjustment of [0.15%] each year for Contract Years seven through ten, over the Annualized Interest Rate declared for the sixth Contract Year.

After the tenth Contract Year, subsequent Interest Rate Guarantee Periods will be one year in duration, and a new Annualized Interest Rate will be declared for each subsequent Interest Rate Guarantee Period.

The Contract Value will be credited with interest on a daily basis. The Annualized Interest Rate for the initial Interest Rate Guarantee Period as shown on the Contract Specifications Page, or subsequent Interest Rate Guarantee Period(s) in effect, are stated as an annual effective yield. The actual dates on which amounts are credited to the Contract and are Surrendered from the Contract or applied to an Annuity Payment Option will be used in computing the amount of interest to be credited to the Contract Value.

Nationwide guarantees that the Annualized Interest Rates will not be less than the Guaranteed Minimum Annualized Interest Rate as specified on the Contract Specifications Page.

SURRENDERS AND CHARGES PROVISIONS

Surrenders

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

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

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so. The Surrender amount must be at least \$100 and will be paid to the

Contract Owner. Nationwide reserves the right to delay payment of a Surrender of any portion of the Contract Value for up to six months from the date the request is received by Nationwide.

Surrender Value

The Surrender Value is the amount that will be paid if the full Contract is Surrendered. The Surrender Value at any time will be:

The Contract Value less the sum of any applicable:

- (1) Contingent Deferred Sales Charges ("CDSC") and
- (2) premium taxes.

The Surrender Value will never be less than the Minimum Nonforfeiture Value.

Deduction for Premium Taxes

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity upon the Purchase Payment(s). The method used to recover premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable law. Nationwide currently deducts such premium taxes from the Contract Value at the following times:

- (1) at the time the Contract is Surrendered,
- (2) at the Annuitization Date, or
- (3) when Nationwide is subject to the premium taxes.

Contingent Deferred Sales Charges ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies if all or part of the Contract Value is Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the amount Surrendered, less any allowable free Surrenders. Amounts Surrendered as described in the "CDSC-free Surrenders" paragraphs following the table are not considered a Surrender of Contract Value for the purposes of calculating CDSC under this Contract.

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

Contract Year in which the Surrender is made	1	2	3	4	5	6	7	8	9	10	11+
CDSC Percentage	6%	6%	6%	6%	6%	5%	4%	3%	2%	1%	0%

Waiver of Contingent Deferred Sales Charge

Nationwide will waive or reduce CDSC for the Surrenders listed below. If a CDSC waiver claim is denied by Nationwide the Surrender Value will not be disbursed until the Contract Owner has been notified of the denial and provided with the opportunity to accept or reject the Surrender Value, including any CDSC. A complete Surrender of the Contract will not prejudice (i.e. cancel) the application of any CDSC waiver for which the Contract Owner meets the required conditions.

- (1) CDSC-free Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the Contract Value at the time the Surrender request is received, reduced by any prior CDSC-free amounts received during the same Contract Year, or (b) the amount required to meet Minimum Distribution requirements for this Contract under the Code.

This CDSC-free Surrender privilege described in the preceding paragraphs is non-cumulative. This means CDSC-free Surrender amounts not taken by the Contract Owner in a given year cannot be added to the available CDSC-free Surrender amounts in any later years.

- (2) 60-day CDSC-free Surrender period - During the first 60 days of the sixth Contract Year, the Contract Owner may Surrender part or all of the Contract Value without a Surrender charge, subject to the restrictions set forth in the "Surrenders and Charges" provision. If the Contract Value is not Surrendered during this 60-day period, the Contract will continue and the Surrender charges as set forth in the "Contingent Deferred Sales Charges ("CDSC")" section of this Contract will apply.
- (3) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant dies before the Annuitization Date.
- (4) Annuity Payments - CDSC is not charged on amounts applied to an Annuity Payment Option.
- (5) Purchase Payments - CDSC is not charged on any amounts Surrendered from a Contract that has been in force for at least 120 months.
- (6) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of Surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (7) Long-Term Care - If at any time after the first Contract Anniversary the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to a Long-Term Care Facility or Hospital beginning after the Date of Issue and is confined for a continuous period of 90 days or more, Nationwide will not charge CDSC. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long-Term Care Facility or within 90 days after confinement ends.
- (8) Terminal Illness or Injury - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness or Injury at any time after the Date of Issue.
- (9) CDSC will not be charged as otherwise noted in this Contract.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual, or annual basis. Systematic Surrenders may be subject to charges described in the "Contingent Deferred Sales Charges ("CDSC")" and "Waiver of Contingent Deferred Sales Charge" provisions of the Contract, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender. Systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

If the Contract Owner Surrenders amounts pursuant to a systematic Surrender program, the Contract Owner may Surrender, each Contract Year, without CDSC, an amount equal to the greater of: (1) 10% of the of the Contract Value at the time the Surrender request is received, reduced by any prior CDSC-free amounts received during the same Contract Year, or (2) the amount required to meet Minimum Distribution requirements under the Code.

If the total amounts Surrendered in any Contract Year exceed the CDSC-free amount as calculated under the systematic Surrender method described above, then such excess will be subject to CDSC unless otherwise noted in the "Waiver of Contingent Deferred Sales Charge" provision of the Contract.

Systematic Surrenders are not available prior to the expiration of the "Right to Examine and Cancel" provision of the Contract.

REQUIRED DISTRIBUTION PROVISION

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

Any required Distributions under the Contract will be determined using the expected return multiples in the income tax regulations and calculated in accordance with the calculation methods made available to Nationwide.

Upon the death of a Contract Owner, the designated Beneficiary must elect a method of distribution which complies with the "Required Distributions – Non-Qualified Contracts" section below, and which is acceptable to Nationwide. Such election must be made within 60 days of the Contract Owner's death.

Required Distributions - Non-Qualified Contracts

Upon the death of any Contract Owner or Joint Owner (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date) (each of the foregoing "a deceased Contract Owner"), certain Distributions for Non-Qualified Contracts are required by Section 72 of the Code. Notwithstanding any provision of the Contract to the contrary, the following Distributions shall be made in accordance with such requirements.

- (1) If any deceased Contract Owner dies on or after the Annuitization Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of Distribution in effect as of the date of such deceased Contract Owner's death.
- (2) If any deceased Contract Owner dies prior to the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within five years of the death of the deceased Contract Owner, provided however:
 - (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent Annuitant, Beneficiary or Contingent Beneficiary as the case may be (each a "designated Beneficiary"), such portion may, at the election of the designated Beneficiary, be distributed over the life of such designated Beneficiary, or over a period not extending beyond the life expectancy of such designated Beneficiary, provided that payments begin within one year of the date of the deceased Contract Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by federal income tax regulations.
 - (b) If the designated Beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the Distributions required under this "Required Distributions – Non-Qualified Contracts" section will be made upon the death of such spouse. If the spouse elects to become the Contract Owner and the Death Benefit that would have been payable exceeds the Contract Value, then the Contract Value will be increased to be equal to the amount that would have been paid as the Death Benefit.

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

This "Required Distribution – Non-Qualified Contracts" section shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72 of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii) which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

DEATH PROVISIONS

Death of Contract Owner

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

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

Death of Contract Owner/Annuitant

If there is no Contingent Annuitant, and the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit shall become payable. Rights to the Death Benefit are determined in the following order, as specified in the "Beneficiary(ies) and Contingent Beneficiary(ies)" provision and distributed in accordance with the "Required Distribution Provisions":

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

Death of Annuitant

If the Contract Owner and Annuitant are not the same person, and the Annuitant dies prior to the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant, such Beneficiary(ies) is entitled to the Death Benefit.
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant and the Beneficiary(ies), such Contingent Beneficiary(ies) is entitled to the Death Benefit.
- (3) if there is no surviving Beneficiary(ies) or Contingent Beneficiary(ies), the last surviving Contract Owner's estate is entitled to the Death Benefit.

If the Beneficiary is the surviving spouse of the Annuitant, he or she may elect to treat the Contract as his or her own, thus continuing the Contract. In addition, a CDSC will not be assessed against the surviving spouse Beneficiary.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable shall be paid according to the Annuity Payment Option selected.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of the Death Benefit will be the Contract Value determined as of the business day, coincident with or next following, the day Nationwide received in writing at the Home Office the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying Distribution method; and (3) any applicable state required form(s).

Proof of death is either:

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

The Beneficiary may elect to receive such Death Benefit in the form of: (1) a lump sum Distribution; (2) an annuity payout; or (3) any Distribution that is permitted under state and federal regulations and is acceptable by Nationwide.

Payment of the Death Benefit will be made or will commence within 30 days after receipt of due proof of death as well as notification of the election regarding how the Death Benefit is to be paid.

Lump Sum Payments

When requests are received to Surrender the Contract or to receive the Death Benefit in a lump-sum (single) payment, Nationwide may transfer the Surrender amount or Death Benefit amount to its general account or an affiliate unless the Contract Owner instructs it otherwise or law prohibits Nationwide from making the transfer.

ANNUITIZATION PROVISIONS

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

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

Annuity Commencement Date

The Annuity Commencement Date is a date chosen by the Contract Owner and is generally the first day of a calendar month. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches 95.

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

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide; and
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 95th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at the Home Office.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the Annuity Payment Option election, in writing, to annuitize the Contract.

Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date. Annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Nationwide at the time to the same class of annuitants.

Calculation of Fixed Annuity Payments

The first payment of a Fixed Payment Annuity will be determined by applying the portion of the total Contract Value specified by the Contract Owner, less any applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected. The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.50% minimum interest and the applicable Annuity 2000 Mortality Table with Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
2012 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
2044 and thereafter	Age last birthday minus 10 years, minus one additional year for payments beginning in each succeeding ten year period.

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

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

Subsequent fixed annuity payments will remain level unless the Annuity Payment Option elected dictates otherwise.

Frequency and Amount of Payments

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

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

ANNUITY PAYMENT OPTION PROVISIONS

Selection of Annuity Payment Option

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

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

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs.

Single Life Annuity

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

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

Standard Joint and Survivor Annuity

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

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

Single Life Annuity With 120 or 240 Monthly Payments Guaranteed

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed period of 120 or 240 months may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

No Surrenders other than the scheduled annuity payments are permitted.

Any Other Option

The amount and period under any other option will be determined by Nationwide. Payment options not set forth in the Contract are available only if they are approved by both Nationwide and the Contract Owner. Nationwide may elect to make available an immediate annuity contract as a settlement option if requested by the Contract Owner.

Confirmation of Annuity Payments

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

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

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

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

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

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

(Continued)

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

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

Individual Single Purchase Payment Deferred Fixed Annuity, Non-Participating with Contingent Deferred Sales
Charge Waivers

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

Parties to the Contract

Contract Owner: [John Q. Doe]
Joint Owner: [Jane M. Doe]
Annuitant: [John Q. Doe]
Contingent Owner: [N/A]
Contingent Annuitant: [N/A]

Date of Birth

[January 1, 1956]
[December 1, 1961]
[January 1, 1956]
[N/A]
[N/A]

Additional Issuing Information

Contract Number: [01-000000000]
Date of Issue: [November 12, 2012]
Contract Type: [Non-qualified]
Initial Purchase Payment Amount: [\$5,000]
Annuity Commencement Date: [January 1, 2051]

Minimum Requirements

Minimum Contract Value Required for Annuitization: \$2,000
Minimum Annuity Payment Amount: \$100

ANNUALIZED INTEREST RATE* [1.00%]

INTEREST ADJUSTMENT** [0.15%]

GUARANTEED MINIMUM ANNUALIZED INTEREST RATE [1.00%]

NONFORFEITURE RATE [1.00%]

*The Annualized Interest Rate shown above is guaranteed with respect to the Purchase Payment, from the date it is received by Nationwide, for the initial Interest Rate Guarantee Period. After expiration of the initial Interest Rate Guarantee Period, subsequent rates may vary from the Annualized Interest Rate shown above.

**The Annualized Interest Rate declared for the first Contract Year will be increased by the amount of the Interest Adjustment in each of Contract Years two through five. The Annualized Interest Rate declared for the sixth Contract Year will be increased by the amount of the Interest Adjustment in each of Contract Years seven through ten. For additional details regarding the Annualized Interest Rate in subsequent years, refer to the Interest to be Credited section of your Contract.

SUMMARY OF CONTRACT EXPENSES

Contingent Deferred Sales Charge ("CDSC") Table:

Contract Year in which the Surrender is made	1	2	3	4	5	6	7	8	9	10	11+
CDSC Percentage	6%	6%	6%	6%	6%	5%	4%	3%	2%	1%	0%

[OPTIONS ELECTED

Return of Purchase Payment Guarantee Option*** [X / N/A]

*** When the Return of Purchase Payment Guarantee Option is elected it reduces the Annualized Interest Rate by [0.25%], as shown in the Annualized Interest Rate above. This reduction applies to all Interest Rate Guarantee Periods for the life of the Contract but will never result in an Annualized Interest Rate less than the "GUARANTEED MINIMUM ANNUALIZED INTEREST RATE" referenced above. **Nationwide guarantees that if the Contract Value is Surrendered, the Contract Owner will receive the total of all Purchase Payments deposited into the Contract, less any previous Surrenders. This means, in the event of a full Surrender, the CDSC taken can never be greater than the total amount of interest that has been credited to the Contract.]**

PURCHASE PAYMENTS

Limits on Purchase Payments under the Contract

Total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide with the same Contract Owner or Annuitant 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.

Nationwide Life and Annuity Insurance Company

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

[Nationwide Platinum V® Plus]

Application for
**Individual Single Purchase Payment
Deferred Fixed Annuity**
Minimum Initial Purchase Payment of: \$5,000

Page 1 of 5

[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: 12345-6789
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:
E-mail Address: Daytime Phone Number: ()

1c. Annuitant *Complete only if different from Contract Owner. (Annuitant must be age 90 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. Contingent Annuitant *(Must be age 90 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:
E-mail Address: Daytime Phone Number: ()



1e. 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.

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

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

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

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

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*

* Additional forms required.

2b. Purchase Payment

Approximate Amount: (minimum Purchase Payment \$5,000). A copy of this application properly signed by the Registered Representative* will constitute receipt for such amount. If this application is declined by Nationwide, there will be no liability on the part of Nationwide, and any payments submitted with this application will be refunded.

*Registered Representatives are Insurance Agents.

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

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

3. Return of Purchase Payment Guarantee Option *Subject to Availability*

If the Return of Purchase Payment Guarantee Option is not elected, CDSC will be applied to full Surrenders as described in the Contract.

I elect: Return of Purchase Payment Guarantee Option



4. Fraud Warning

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 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.

5. Contract Owner Signatures and Authorizations

5a. 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.

5b. Acknowledgements, Disclosure and Signatures

I understand and acknowledge the following:

- The Contract limits purchase payments to \$1 million for all Contracts issued by Nationwide with the same Contract Owner and Annuitant subject to permission by Nationwide.
- That I do not represent a corporate entity or institutional investor.
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if I plan to change the Contract Owner or assign benefits under the Contract, the Contract will not meet this objective.
- I understand the purpose of this Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if the Annuitant I am naming has been diagnosed with or had an indication of a illness expected to result in death within 12 months, the Contract will not meet this objective.
- I understand Nationwide will not be liable for any loss, liability, cost or expense for acting in accordance with the requests or instructions of the Contract Owner or Joint Owner.

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: November 12, 2012



6. Primary Registered Representative Information

6a. 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?

6b. 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:

7. Additional Registered Representative Information

7a. 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?

7b. 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 AND ANNUITY INSURANCE COMPANY

[P.O. Box 182021, Columbus, OH 43218-2021]

[1-800-321-6064]

Application and Acknowledgement

[Individual Single Purchase Payment Deferred Fixed Annuity]

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

[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 favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, of the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

CONTRACT INFORMATION

Product Name: [Nationwide Platinum III]
Date of Issue: [November 12, 2012]
Contract Type: [Non-Qualified]

Contract Number: [12-34567890]
Annuity Commencement Date: [January 1, 2067]
Initial Purchase Payment: [\$10,000]

Contract Owner Information

Name: [John Q. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [123-45-6789]
Birth Date:[January 1, 1956]
Gender: [Male]

Annuitant Information

Name: [John Q. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [123-45-6789]
Birth Date:[January 1, 1956]
Gender: [Male]

[X] Joint or [] Contingent Owner Information

Name: [Jane M. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [987-65-4321]
Birth Date:[December 1, 1961]
Gender: [Female]

Contingent Annuitant Information

Name: []
Address: []
SSN: []
Birth Date: []
Gender: []

Contract Options Elected

[Return of Purchase Payment Guarantee Option]

Beneficiaries

<u>Name</u>	<u>Primary or Contingent</u>	<u>Percentage Allocation</u>
[Jane Doe]	[Primary]	[100%]
[]	[]	[]
[]	[]	[]

Initial Interest Guarantee Period(s)

[1 Year 100%
3 Year 0%
5 Year 0%
7 Year 0%]

Remarks

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.

CONTRACT OWNER SIGNATURES

State In Which The Application Is Signed: [Any State]

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?

My signature below represents that 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.

By signing and dating this application, I am confirming the following: (1) to the best of my knowledge and belief the information outlined above is true and correct; (2) I have received the annuity contract referenced above. In purchasing this annuity, I agree and acknowledge that I am not an institutional investor nor do I represent the interests of an institutional investor.

Contract Owner John O. Doe 11/12/2012 Joint Owner Jane M. Doe 11/12/2012
(Signature) (Date) (Signature) (Date)

REGISTERED REPRESENTATIVE INFORMATION

Yes No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

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

Registered Representative¹: Thomas Moore 11/12/2012 Firm Name: ABC Brokerage
(Signature) (Date)

Print Reg. Rep. Name: Thomas Moore Phone No.: (555) 555-5555

Address: 444 Anystreet
Anycity, Anystate 12345-6789

¹ Registered Representatives are Insurance Agents

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

[P.O. Box 182021, Columbus, OH 43218-2021]

[1-800-321-6064]

Application and Acknowledgement

[Individual Single Purchase Payment Deferred Fixed Annuity]

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

[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 favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner, surviving domestic partner, of the surviving spouse of a same gender married couple. For information regarding federal tax laws please consult a tax advisor.

CONTRACT INFORMATION

Product Name: [Nationwide Platinum III]
Date of Issue: [November 12, 2012]
Contract Type: [Non-Qualified]

Contract Number: [12-34567890]
Annuity Commencement Date: [January 1, 2067]
Initial Purchase Payment: [\$10,000]

Contract Owner Information

Name: [John Q. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [123-45-6789]
Birth Date:[January 1, 1956]
Gender: [Male]

Annuitant Information

Name: [John Q. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [123-45-6789]
Birth Date:[January 1, 1956]
Gender: [Male]

[X] Joint or [] Contingent Owner Information

Name: [Jane M. Doe]
Address: [123 Anystreet Anycity, Any State 12345-6789]
SSN: [987-65-4321]
Birth Date:[December 1, 1961]
Gender: [Female]

Contingent Annuitant Information

Name: []
Address: []
SSN: []
Birth Date: []
Gender: []

Contract Options Elected

[Return of Purchase Payment Guarantee Option]

Beneficiaries

<u>Name</u>	<u>Primary or Contingent</u>	<u>Percentage Allocation</u>
[Jane Doe]	[Primary]	[100%]
[]	[]	[]
[]	[]	[]

Initial Interest Guarantee Period(s)

[1 Year 100%
3 Year 0%
5 Year 0%
7 Year 0%]

Remarks

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.

CONTRACT OWNER SIGNATURES

State In Which The Application Is Signed: [Any State]

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?

My signature below represents that 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.

By signing and dating this application, I am confirming the following: (1) to the best of my knowledge and belief the information outlined above is true and correct; (2) I have received the annuity contract referenced above. In purchasing this annuity, I agree and acknowledge that I am not an institutional investor nor do I represent the interests of an institutional investor.

Contract Owner John O. Doe 11/12/2012 Joint Owner Jane M. Doe 11/12/2012
(Signature) (Date) (Signature) (Date)

REGISTERED REPRESENTATIVE INFORMATION

Yes No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

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

Registered Representative¹: Thomas Moore 11/12/2012 Firm Name: ABC Brokerage
(Signature) (Date)

Print Reg. Rep. Name: Thomas Moore Phone No.: (555) 555-5555

Address: 444 Anystreet
Anycity, Anystate 12345-6789

¹ Registered Representatives are Insurance Agents

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

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

To Individual Fixed Annuity Contract

General Information Regarding this Endorsement

The following provisions apply only to Contracts issued as IRAs. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Transfers and Assignments

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant, except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Contingent Owners, and Contingent Annuitants are not permitted.

Surrenders Required by the Internal Revenue Code - IRAs

- A. Notwithstanding any provision of this IRA endorsement to the contrary, the Distribution of the Contract Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If the Distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then Distribution of the interest in the IRA (as determined under paragraph G. below) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs B., C., and D. below and paragraphs E. through I.
- B. The entire interest of an Contract Owner under an IRA will commence to be distributed no later than the first day of April following the calendar year in which such Contract Owner attains age 70½ (the "required beginning date") over a period not exceeding:

1. the life of the Contract Owner or the lives of the Contract Owner and the Contract Owner's designated Beneficiary; or
2. a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor life expectancy of the Contract Owner and the Contract Owner's designated Beneficiary.

Payments must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulation. In addition, any Distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph B. and paragraphs C. and D. below do not apply.

- C. The Distribution periods described in B. above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- D. The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- E. Death On or After Minimum Distributions have Begun. If the Contract Owner dies on or after the date Minimum Distributions have begun, the remaining portion of the Contract Owner's interest will continue to be distributed under the contract option chosen.
- F. Death Before Minimum Distributions have Begun. If the Contract Owner dies before Minimum Distributions have begun, the Contract Owner's interest will be distributed at least as rapidly as follows:

1. If there is no designated Beneficiary, or if applicable by operation of F.2. or F.3. below, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before Distributions are required to begin under paragraph F.3. below.
 2. If the Contract Owner's designated Beneficiary is someone other than the Contract Owner's surviving spouse the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death, over the remaining life or life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Contract Owner's death, or if elected in accordance with F.1. above. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) established for the benefit of a non-spouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated Beneficiary may elect to have Distributions made under this paragraph F.1 if the transfer is made no later than the end of the year following the year of death.
 3. If the sole designated Beneficiary is the Contract Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Contract Owner's death (or by the end of the calendar year in which the Contract Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with F.1. above. If the surviving spouse dies before Minimum Distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph F.1. above. If the surviving spouse dies after required Distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If Distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph F.2. or F.3. and reduced by 1 for each subsequent year.
- G. The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
 - H. For purposes of E. and F., above, Minimum Distributions are considered to commence on the Contract Owner's required beginning date or, if applicable, on the date Distributions are required to begin to the surviving spouse under F.3 above. However, if Distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required Distributions are considered to commence on the annuity starting date.
 - I. If the sole designated Beneficiary under the IRA is Contract Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take Minimum Distributions as a Beneficiary.

- J. The required Minimum Distributions payable to a designated Beneficiary from this IRA may be Surrendered from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of 1.408-8 of the Income Tax Regulations.

Restriction on Surrenders for IRAs

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuity Date or the death of the Annuitant.

A Distribution from an IRA, including exercise of a contractual Right to Examine and Cancel period may result in the immediate application of taxes and penalties under Section 72 of the Code. A premature Distribution may not be eligible for rollover treatment. To assist in preventing disqualification in the event of a Surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Section 408, 403(b), 401 or 457 of the Code, upon proper direction by the Contract Owner.

Contract Expenses

In the event a Contingent Deferred Sales Charge ("CDSC") applies to the Contract to which this endorsement is issued, the following will apply.

In the case of an IRA issued as a Simplified Employer Pension ("SEP") as described in Code Section 408(k) CDSC will be waived when:

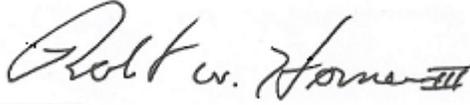
- A. the Contract Owner becomes disabled (within the meaning of Code Section 72(m)(7));
- B. the Contract Owner attains age 59½ and has participated in the Contract for at least 5 years, as determined from the Contract Anniversary Date immediately preceding the Distribution;
- C. the Contract Owner has participated in the Contract for at least 15 years as determined on the Contract Anniversary date immediately preceding the Distribution;
- D. the Contract Owner dies; or
- E. the Contract annuitizes.

Additional IRA Requirements

- A. The Contract is established for the exclusive benefit of the Contract Owner or his or her beneficiaries. The entire interest of the Contract Owner in the Contract shall be nonforfeitable.
- B. Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 408(b)(10), 408(d)(3) or 457(e)(16) of the Code) or a contribution made in accordance with the terms of a Simplified Employee Pension ("SEP") as described in Section 408(k) of the Code, no contributions will be accepted unless they are in cash, and the total of such contributions do not exceed the limit in Section 219(b)(1)(A) of the Code for any taxable year. Any refund of Purchase Payments (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Purchase Payments or the purchase of additional benefits.
- C. In the case of a Contract Owner who is 50 years of age or older prior to the end of the taxable year, the annual cash contribution limit shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- D. In addition to the amounts described in B. and C. above, a Contract Owner may make a repayment of a qualified reservist Distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
- E. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- F. Nationwide as issuer of the Contract shall furnish to the Contract Owner annual calendar year reports concerning the status of the Contract and such information concerning Minimum Distributions as is prescribed by the Commissioner of the Internal Revenue.

- G. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be deemed void and all contributions paid will be refunded without any reduction. It should be sent to Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.
- H. No Purchase Payments are required after the minimum Purchase Payment has been met. This Contract will not lapse for failure to make additional Purchase Payments.
- I. Both Nationwide and the Contract Owner agree to amend this Contract to comply with any changes in the Code and with any Department of Labor and Treasury Regulations. All other changes to this Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.
- J. If an Annuity Commencement Date is not chosen by the Contract Owner, the Annuity Commencement Date established on the Date of Issue of the Contract will be the date on which the Annuitant reaches 70½.
- K. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) no contributions will be accepted.

Executed for Nationwide by:


Secretary


President

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

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

To Individual Fixed Annuity Contract

General Information Regarding this Endorsement

The following provisions apply only to Contracts issued as Roth IRAs. To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Transfers and Assignments

This Contract is not transferable and may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation to any person other than to the Contract Owner. The Contract Owner of this Contract must be the Annuitant, except for Contracts under custodial ownership within an individual retirement account. Joint Owners, Contingent Owners, and Contingent Annuitants are not permitted.

Definitions

The following definitions are added to the Contract:

IRA Conversion Contributions - Amounts rolled over, transferred, or considered transferred from a non-Roth IRA to a Roth IRA. A non-Roth IRA is an individual retirement account or annuity described in Code Sections 408(a) or 408(b), other than a Roth IRA.

Qualified Distribution - A Distribution from the Contract as defined in Section 408A(d)(2) of the Code.

Qualified Rollover Contribution - A rollover (as defined in Code Section 408A(e)) to a Roth IRA from another Roth IRA, from an individual retirement plan where the rollover contribution meets the requirements of Code Section 408(d)(3), or from an eligible retirement plan where the rollover contribution meets the requirements of Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable.

Surrenders Required by the Internal Revenue Code - Roth IRAs

If the Contract Owner dies before his or her entire interest is distributed to him or her and the Contract Owner's surviving spouse is not the sole Beneficiary, the entire remaining interest will, at the election of the Contract Owner/Annuitant or, if the Contract Owner has not so elected, at the election of the Beneficiary or beneficiaries, either:

1. Be distributed by December 31 of the year containing the fifth anniversary of the Contract Owner's death, or
2. Be distributed over the life expectancy of the designated Beneficiary starting no later than December 31 of the year following the year of the Contract Owner's death, in accordance with Q&A-5(c)(3) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

If Distributions do not begin by the date described in (2.), Distribution method (1.) will apply.

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) established for the benefit of a non-spouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated Beneficiary may elect to have Distributions made under Distribution method (2.) above if the transfer is made no later than the end of the year following the year of the Contract Owner's death.

In the case of Distribution method (2.) above, to determine the minimum annual payment for each year, divide the Contract Owner's entire interest in the contract as of the close of business on December 31 of the preceding year by the applicable Distribution period as described in Q&A-5(c)(3) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

If the Contract Owner's spouse is the sole Beneficiary on the Contract Owner's date of death, such spouse will then be treated as the Contract Owner.

The required Minimum Distributions payable to a designated Beneficiary from this IRA may be Surrendered from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-19 of Section 1.408-8 of the Income Tax Regulations.

Restriction on Surrenders for Roth IRAs

The Contract Owner may Surrender part or all of the Contract Value at any time this Contract is in force prior to the Annuitization Date or the death of the Annuitant.

A Surrender from a Roth IRA, including exercise of a contractual Right to Examine and Cancel period, may result in the immediate application of taxes under Code Section 72 pursuant to Code Section 408A(d) and penalties under Code Section 72. A premature Distribution may not meet the requirements for a Qualified Distribution. A premature Distribution may not be eligible for Qualified Rollover Contribution treatment. To assist in preventing disqualification in the event of a Surrender during the Right to Examine and Cancel period, Nationwide will agree to transfer the proceeds to another contract which meets the requirements of Code Section 408A, upon proper direction by the Contract Owner.

Additional Roth IRA Requirements

The following shall all apply:

- A. The Contract is established for the exclusive benefit of the Contract Owner or his or her beneficiaries. The entire interest of the Annuitant in the Contract shall be nonforfeitable.
- B. Except in the case of a Qualified Rollover Contribution, no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed the limit in Section 219(b)(1)(A) of the Code for any taxable year. Any refund of Purchase Payments (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Purchase Payments or the purchase of additional benefits.

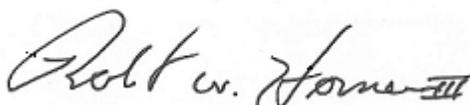
- C. In the case of a Contract Owner who is 50 years of age or older prior to the end of the taxable year, the annual cash contribution limit shall not exceed the deductible amount described in Code Sections 219(b)(1)(A) and 219(b)(5).
- D. The limit described in Paragraph B. is gradually reduced to \$0 between certain levels of adjusted gross income ("AGI"). For a single Contract Owner, the annual contribution is phased out between AGI of \$95,000 and \$110,000; for a married Contract Owner who files jointly, between AGI of \$150,000 and \$160,000; and for a married Contract Owner who files separately, between \$0 and \$10,000.

In the case of a conversion, the custodian will not accept IRA Conversion Contributions in a tax year if the Contract Owner's AGI for that tax year exceeds \$100,000 or if the Contract Owner is married and files a separate return. Adjusted gross income is defined in Code Section 408A(c)(3) and does not include IRA Conversion Contributions.

- E. Nationwide shall provide annual calendar year reports to the Contract Owner/Annuitant concerning the status of the Contract.
- F. The Contract Owner agrees to provide the custodian with information necessary for the custodian to prepare any reports required under Sections 408(i) and 408A(d)(3)(E). Treasury Regulation sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service.
- G. In the event the Contract is cancelled during the Right to Examine and Cancel period, upon receipt of such Contract by Nationwide it will be deemed void and all contributions paid will be refunded without any reduction. It should be sent to Nationwide Life and Annuity Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215. Letters shall be deemed to be mailed on the date of the postmark, registration, or certification, if mailed in the U.S. in an envelope properly addressed, with first class postage affixed.
- H. No Purchase Payments are required after the minimum Purchase Payment has been met. This Contract will not lapse for failure to make additional Purchase Payments.

- I. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c), no contributions will be accepted.
- J. Both Nationwide and the Contract Owner agree to amend the Contract to comply with any changes in the Code, with any changes in Department of Labor and Treasury Regulations, and with changes in other applicable law. All other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner and will be subject to the conditions stated in this Contract. A copy of each amendment will be furnished to the Contract Owner.
- K. Notwithstanding any other articles that may be added or incorporated, the provisions of this endorsement and this sentence will be controlling. Any additional articles that are not consistent with Code Section 408A, the related regulations, and other published guidance will be invalid.

Executed for Nationwide by:



Secretary



President

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

RETURN OF PURCHASE PAYMENT GUARANTEE OPTION

General Information Regarding this Option

This option is made a part of the Contract to which it is attached. It shall become effective upon the Date of Issue and is only available at the time of application.

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

The benefits described in this option will cease upon termination of the Contract, including full Surrender of the Contract Value.

This option is irrevocable.

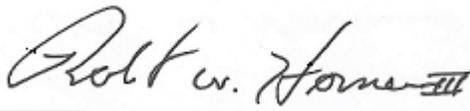
Benefit Provided by this Option

If the entire Contract Value is Surrendered, the Contract Owner is guaranteed to receive at least the total of all Purchase Payments deposited into the Contract, less any previous Surrenders. This means, in the event of a full Surrender, the CDSC taken can never be greater than the total amount of interest that has been credited to the Contract.

Rate Reduction Associated with the Election of this Option

In exchange for electing this option, Nationwide reduces the Annualized Interest Rate. The rate reduction attributable to this option is listed on the Contract Specifications Page and is guaranteed not to change for the life of the Contract. The reduction will apply to all Annualized Interest Rates declared for all Interest Rate Guarantee Periods throughout the life of the Contract.

Executed for Nationwide by:



Secretary



President

SERFF Tracking #:

NWFA-128603839

State Tracking #:

Company Tracking #:

FACC-0104AOPP

State:

Arkansas

Filing Company:

Nationwide Life and Annuity Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

Nationwide Platinum III and Nationwide Platinum V Plus

Project Name/Number:

Nationwide Platinum III and Nationwide Platinum V Plus/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Readability Cert Plat III and Plat V Plus.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variabilty		
Comments:			
Attachment(s):			
Memo of Variables _Non-Compact_.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Life and Disability Insurance Guaranty Association Act Notice		
Comments:			
Attachment(s):			
Life 3940-B.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Important Information for Contract Owners		
Comments:			
Attachment(s):			
FHL-768-2 Important Notice NLAIC (08-2012).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certificate of Compliance Reg 19		
Comments:			
Attachment(s):			

SERFF Tracking #:

NWFA-128603839

State Tracking #:

Company Tracking #:

FACC-0104AOPP

State:

Arkansas

Filing Company:

Nationwide Life and Annuity Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

Nationwide Platinum III and Nationwide Platinum V Plus

Project Name/Number:

Nationwide Platinum III and Nationwide Platinum V Plus/

Certificate of Compliance Reg 19 Plat III and Plat V Plus.pdf

Certification

This is to certify that the attached Form No.: FACC-0104AOPP, FACC-0105AOPP and FARR-0101AO
has achieved a Flesch Reading Score of 51.6, 52.5 and 59.5 and complies with the requirements of Ark.
Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and Disability Insurance Policy Language
Simplification Act.



Signature

James J. Rabenstine, Vice President
Officer and Title

Nationwide Life and Annuity Insurance Company
Name of Company

August 3, 2012
Date

Memorandum of Variables

Contracts

FACC-0104AOPP

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as they may change over time.

Interest Adjustments are set at issue.

Interest Adjustment for contract years two and three

- Range of variability: 0.05%-1.00%

Interest Adjustment for contract years five and six

- Range of variability: 0.05%-1.00%

FACC-0105AOPP

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as they may change over time.

Interest Adjustments are set at issue.

Interest Adjustment for contract years two through five

- Range of variability: 0.05%-1.00%

Interest Adjustment for contract years seven through ten

- Range of variability: 0.05%-1.00%

Contract Specifications Pages

FABB-0101AO and FABB-0102AO

ALL TEXT WITHIN HARD BRACKETS LOCATED ON THE CONTRACT SPECIFICATIONS PAGES DENOTE VARIABLE INFORMATION WHICH IS LISTED BELOW.

Contract Information

The information is specific to the contract owner at the time of application. The Contract Specifications Page will be inserted into the contract behind the cover page when the Contract is issued.

ANNUALIZED INTEREST RATE

The Annualized Interest Rate is set at issue.

- Range of variability: 0.10% - N/A

GUARANTEED MINIMUM ANNUALIZED INTEREST RATE

The Guaranteed Minimum Annualized Interest Rate is set at issue.

- Range of variability: 0.10% - 2.00%

NONFORFEITURE RATE

The Nonforfeiture Rate is set at issue and is valid for the life of the contract.

- Current rate: 1.00%
- Range of variability: 1.00% - 3.00%

Options Elected

The Return of Purchase Payment Guarantee Option is bracketed. Nationwide reserves the right to not offer this option.

Election of the Return of Purchase Payment Guarantee Option reduces the Base Interest Rate by

- Range of variability: 0.00% - 2.00%

FABB-0101AO

INTEREST ADJUSTMENT

Interest Adjustments are set at issue.

Interest Adjustment for contract years two and three

- Range of variability: 0.05%-1.00%

Interest Adjustment for contract years five and six

- Range of variability: 0.05%-1.00%

FABB-0102AO

INTEREST ADJUSTMENT

Interest Adjustments are set at issue.

Interest Adjustment for contract years two through five

- Range of variability: 0.05%-1.00%

Interest Adjustment for contract years seven through ten

- Range of variability: 0.05%-1.00%

Return of Purchase Payment Guarantee Options – FARR-0101AO

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

IRA Endorsement – FAZZ-0104AO

Nationwide officers' signatures on the last page of the endorsement are bracketed as they may change over time.

Roth IRA Endorsement – FAZZ-0105AO

Nationwide officers' signatures on the last page of the endorsement are bracketed as they may change over time.

Applications – FAAA-0101M3 and FAAA-0102M3

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.

- (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.

Section 2a. Contract Type

Below is a list of current Contract Types the Contract can be sold as.

• Non-Qualified	• Beneficially Owned Non-Qualified
• CRT (Charitable Remainder Trust)	• Traditional IRA
• Beneficially Owned/Inherited IRA	• Custodial Owned IRA
• Roth IRA	• Beneficially Owned/Inherited Roth IRA

Section 3. Return of Purchase Payment Guarantee Option

The Return of Purchase Payment Guarantee Option is bracketed. Nationwide reserves the right to not offer this option.

Application – FAAA-0107M3

The Application will be generated based on customer specific information. The Application will be customized to reflect only the information provided by the Contract Owner. Once the Application has been reviewed by the Contract Owner, they will sign the Application verifying the option(s) elected.

- (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 product type in the top right hand corner is bracketed as it may change based on the product sold.
- (3) The product identifier number in the bottom right-hand corner is bracketed, as other proprietary relationships may decide to market this product.
- (4) 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.

Application – FAAA-0109M3

The Application will be generated based on customer specific information received electronically. The Application will be customized to reflect the product and optional features selected. The customized Application will then be sent for applicant review, signature and return acknowledging the purchase and selections.

- (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 product type in the top right hand corner is bracketed as it may change based on the product sold.
- (3) The product identifier number in the bottom right-hand corner is bracketed, as other proprietary relationships may decide to market this product.
- (4) 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.

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



IMPORTANT INFORMATION FOR CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life and Annuity Insurance Company
P.O. Box 182021
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1(800) 321-6064

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s): FACC-0104AOPP, FABB-0101AO, FAAA-0101M3, FACC-0105AOPP, FABB-0102AO, FAAA-0102M3, FAAA-0107M3, FAAA-0109M3, FAZZ-0104AO, FAZZ-0105AO, FARR-0101AO

We certify that this form complies with Regulation 19s10B, as well as all applicable requirements by the Department.

So certified this 3rd day of August, 2012.



Signature

James J. Rabenstine Vice President
Officer and Title

Nationwide Life and Annuity Insurance Company
Name of Company