

The Best of America Achiever Annuity[®]

Prospectus dated May 1, 2020

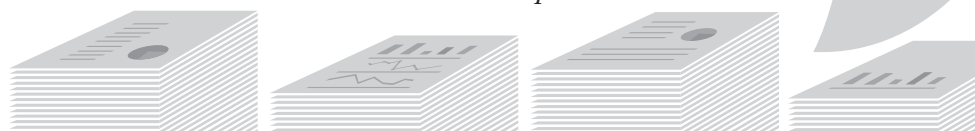
A Flexible Premium Deferred Variable Annuity Contract
Issued by Nationwide Life Insurance Company Through its
Nationwide Variable Account – II

A small change can help simplify life

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**Prospectus supplement dated September 28, 2020
to the following prospectus(es):**

BOA Achiever Annuity, America's Horizon Annuity, BOA IV, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination Architect 2.0, Nationwide Destination Future, Nationwide Destination Future NY, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, BOA Elite Venue Annuity, BOA America's Future Annuity II, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA America's Vision Annuity, Nationwide Destination Freedom+, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, BOA All American Annuity, M&T All American, BOA V, NEA Valuebuilder Select, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, Nationwide Advisory Retirement Income Annuity, Nationwide Advisory Retirement Income Annuity New York, NEA Valuebuilder, Monument Advisor, and Monument Advisor New York prospectuses dated May 1, 2020

Monument Advisor Select and Monument Advisor Select New York prospectuses dated May 1, 2020, as amended August 20, 2020

America's marketFLEX Annuity, BOA America's Exclusive Annuity II, and The One Investor Annuity prospectuses dated May 1, 2016

BOA America's Income Annuity and BOA Advisor Variable Annuity prospectuses dated May 1, 2014

BOA Choice Venue Annuity II, Nationwide Income Architect Annuity, Nationwide Destination EV, Nationwide Destination Navigator, Nationwide Destination Navigator (New York), BOA Choice Annuity, and Key Choice prospectuses dated May 1, 2013

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

Nationwide Enterprise The Best of America Annuity and Market Street VIP/2 Annuity (NLAIC) prospectuses dated May 1, 2008

America's Vision Plus Annuity, America's Vision Annuity and BOA Exclusive Annuity prospectuses dated May 1, 2004

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

At a meeting on September 15, 2020, the Board of Trustees of Nationwide Variable Insurance Trust approved the termination of WEDGE Capital L.L.P. ("WEDGE"), as a subadviser to the Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid-Cap Value Fund (the "Fund").

Effective on or about November 2, 2020 (the "Effective Date"), WEDGE will no longer serve as a subadviser to the Fund. American Century Investment Management, Inc. and Thompson, Siegel & Walmsley, LLC will continue to serve as the subadvisers to the Fund.

**Prospectus supplement dated September 9, 2020
to the following prospectus(es):**

BOA Achiever Annuity, Nationwide Destination All American Gold, Nationwide Destination Architect 2.0, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, BOA Elite Venue Annuity, BOA America's Future Annuity II, BOA Future Venue Annuity, Nationwide Destination Freedom+ prospectuses dated May 1, 2020

<p>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</p>

(1) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT Multi-Manager Large Cap Value Fund, approved the merger of the NVIT Multi-Manager Large Cap Value Fund (the "Target Fund") into the NVIT Mellon Dynamic U.S. Equity Income Fund (the "Surviving Fund"). The merger will be effective on or about September 11, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the contract:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

Accordingly, the following changes apply to the prospectus:

(1) Appendix A: Underlying Mutual Funds is amended to add the following:

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class Z

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks capital appreciation, and secondarily current income.

- (2) All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
- (3) Appendix A: Underlying Mutual Funds is amended to remove the following underlying mutual fund as an investment option under the contract:

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II (formerly, Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II)

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective September 11, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

(2) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT Multi-Manager International Value Fund, approved the merger of the NVIT Multi-Manager International Value Fund (the "Target Fund") into the NVIT Columbia Overseas Value Fund (the "Surviving Fund"). The merger will be effective on or about October 16, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the contract:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and

- the Surviving Fund will assume all liabilities of the Target Fund.

Accordingly, the following changes apply to the prospectus:

- (1) Appendix A: Underlying Mutual Funds is amended to add the following:

Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class Z

Investment Advisor: Nationwide Fund Advisors
 Sub-advisor: Columbia Management Investment Advisers, LLC
 Investment Objective: The fund seeks to maximize total return consisting of capital appreciation and/or current income.

- (2) All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.
 (3) Appendix A: Underlying Mutual Funds is amended to remove the following underlying mutual fund as an investment option under the contract:

Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I (formerly, Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I)

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective October 16, 2020

Investment Advisor: Nationwide Fund Advisors
 Sub-advisor: Columbia Management Investment Advisers, LLC
 Investment Objective: The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

(3) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT DFA Capital Appreciation Fund, approved the merger of the NVIT DFA Capital Appreciation Fund (the "Target Fund") into the NVIT Investor Destinations Capital Appreciation Fund (the "Surviving Fund"). The merger will be effective on or about October 23, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the contract:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.

(4) The Board of Trustees of Nationwide Variable Insurance Trust (the "Board"), on behalf of NVIT DFA Moderate Fund, approved the merger of the NVIT DFA Moderate Fund (the "Target Fund") into the NVIT Investor Destinations Moderate Fund (the "Surviving Fund"). The merger will be effective on or about October 23, 2020 (the "Effective Date").

As of the Effective Date, the following changes apply to the contract:

- the Target Fund will no longer be available to receive transfers or new purchase payments;
- the Target Fund will transfer all or substantially all of its assets to the Surviving Fund in exchange for shares of the Surviving Fund; and
- the Surviving Fund will assume all liabilities of the Target Fund.

All references in the prospectus to the Target Fund are deleted and replaced with the Surviving Fund.

**Prospectus supplement dated August 21, 2020
to the following prospectus(es):**

BOA Achiever Annuity prospectus dated May 1, 2020

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

1. The following section of the prospectus is deleted in its entirety and replaced with the following:

The Total Annual Mutual Fund Operating Expenses table, which shows the minimum and maximum total operating expenses, as of December 31, 2019, charged by the underlying mutual funds that a contract owner may periodically pay while the contract owner is in force. More detail concerning each mutual fund's fees and expenses is contained in the mutual fund's prospectus.

Total Annual Mutual Fund Operating Expenses		
	Minimum	Maximum
Total Annual Mutual Fund Operating Expenses (expenses that are deducted from the mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses)	0.40%	8.41%

2. The following section of the prospectus is deleted in its entirety and replaced with the following:

Example

This Example is intended to help Contract Owners compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, contract fees, Variable Account annual expenses, and underlying mutual fund fees and expenses. The Example does not reflect premium taxes which, if reflected, would result in higher expenses.

The Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the B Schedule CDSC Schedule; and
- the total Variable Account charges associated with the most expensive allowable combination of optional benefits that contains a CDSC (4.50%).

For those contracts that do not elect the most expensive combination of optional benefits, the expenses would be lower.

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (8.41%)	\$2,056	\$4,229	\$6,013	\$9,366	*	\$3,729	\$5,713	\$9,366	\$1,356	\$3,729	\$5,713	\$9,366
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%)	\$1,215	\$2,041	\$2,865	\$5,112	*	\$1,541	\$2,565	\$5,112	\$ 515	\$1,541	\$2,565	\$5,112

* The contracts sold under this prospectus do not permit annuitization during the first two Contract Years.

**Prospectus supplement dated August 3, 2020
to the following prospectus(es):**

BOA Achiever Annuity, America's Horizon Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, Nationwide Destination C, BOA Elite Venue Annuity, BOA America's Future Annuity II and BOA Future Venue Annuity prospectuses dated May 1, 2020

BOA Choice Venue Annuity II and BOA Choice Venue Annuity prospectuses dated May 1, 2013

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

The following disclosure changes are made to the prospectus:

The prospectus offers the following underlying mutual fund as an investment option under the contract.

Effective on or about September 25, 2020, the name of the investment option is updated as indicated below:

CURRENT NAME	UPDATED NAME
American Century Variable Portfolios, Inc. – American Century VP Income & Growth Fund: Class II	American Century Variable Portfolios, Inc. - American Century VP Disciplined Core Value Fund – Class II

**Prospectus supplement dated May 27, 2020
to the following prospectus(es):**

Nationwide Destination Future and Nationwide Destination Future NY dated May 15, 2020

Nationwide Destination Income Annuity, Soloist, BOA Achiever Annuity, America's Horizon Annuity, BOA IV, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination Architect 2.0, Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L, Nationwide Destination L 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, BOA Elite Venue Annuity, BOA America's Future Annuity II, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA America's Vision Annuity, Nationwide Destination Freedom+, America's marketFLEX Advisor Annuity, America's marketFLEX II Annuity, America's marketFlex Edge Annuity, BOA All American Annuity, Compass All American, M&T All American, Sun Trust All American, BOA V, NEA Valuebuilder Select, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, Waddell & Reed Advisors Select Plus Annuity, America's Future Horizon Annuity, The BB&T Future Annuity, Waddell & Reed Advisors Select Preferred, Nationwide Advisory Retirement Income Annuity New York, Nationwide Advisory Retirement Income Annuity, NEA Valuebuilder, Monument Advisor, Monument Advisor Select, Monument Advisor New York, and Monument Advisor Select New York dated May 1, 2020

<p>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</p>

The following disclosure changes are made to the prospectus:

Risks Associated with COVID-19

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic, which has resulted in market volatility and general economic uncertainty. To address disruptions in connection with the COVID-19 pandemic, Nationwide has implemented business continuity plans so that it can continue to provide products and services to its customers. While these efforts have been successful to date, Nationwide continues to be subject to certain risks that could negatively impact its operations, including system failures, mail delivery delays, unavailability of critical personnel due to illness or other reasons related to the pandemic, and disruptions to service providers.

Significant market volatility and negative investment returns in the market resulting from the COVID-19 pandemic could have a negative impact on returns of the underlying mutual funds in which the Separate Account invests. Additionally, prolonged current economic conditions and consumer behavior related to COVID-19 could affect the amount of sales and profitability of Nationwide's businesses and could have a negative impact on its financial condition and operations.

While we are confident in our ability to manage the financial risks related to COVID-19, the extent and duration of the risks related to the COVID-19 pandemic are unknown at this time. It is possible these risks could impact Nationwide's financial strength and claims-paying ability. There are many factors beyond Nationwide's control that cannot be mitigated or foreseen that could have a negative impact on Nationwide and the operation of the contract. Nationwide continues to monitor the economic situation and its business operations closely.

CARES Act

The CARES Act was enacted on March 27, 2020. The CARES Act made numerous changes to the Internal Revenue Code effective January 1, 2020, including the following:

- Waiving the 2020 minimum distribution requirement (RMD) from defined contribution plans and IRAs, including the 2019 RMD taken in 2020 for those individuals turning 70½ in 2019.
- Relief for coronavirus-related distributions and loans from qualified plans and IRAs, which includes an exception from the 10% penalty for early distribution and an exemption from the 20% mandatory withholding requirement.

Along with the passage of the CARES Act, the IRS extended the deadline to make a 2019 IRA or Roth IRA contribution to July 15, 2020 in order to coincide with the extended deadline for filing an individual's income tax return.

The Best of America Achiever Annuity[®]

Individual Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-II

The date of this prospectus is May 1, 2020.

This prospectus contains basic information about the contracts that should be understood before investing. Read this prospectus carefully and keep it for future reference. The contract described in this prospectus is no longer available for purchase.

Variable annuities are complex investment products with unique benefits and advantages that may be particularly useful in meeting long-term savings and retirement needs. There are costs and charges associated with these benefits and advantages - costs and charges that are different, or do not exist at all, within other investment products. With help from financial professionals, investors are encouraged to compare and contrast the costs and benefits of the variable annuity described in this prospectus against those of other investment products, especially other variable annuity and variable life insurance products offered by Nationwide and its affiliates. Nationwide offers a wide array of such products, many with different charges, benefit features, and investment options. This process of comparison and analysis should aid in determining whether the purchase of the contract described in this prospectus is consistent with the purchaser's investment objectives, risk tolerance, investment time horizon, marital status, tax situation, and other personal characteristics and needs.

The Statement of Additional Information (dated May 1, 2020), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 98. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in Contacting the Service Center.

The SEC maintains a web site (www.sec.gov) that contains the prospectus, the Statement of Additional Information, material incorporated by reference, and other information.

Variable annuities are not insured by the Federal Deposit Insurance Corporation or any other federal government agency, and are not deposits of, guaranteed by, or insured by the depository institution where offered or any of its affiliates. Variable annuity contracts involve investment risk and may lose value. These securities have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the prospectus. Any representation to the contrary is a criminal offense.

This contract contains features that apply credits to the Contract Value. The benefit of the credits may be more than offset by the additional fees that the Contract Owner will pay in connection with the credits. A contract without credits may cost less. Additionally, with respect to the Extra Value Option, the cost of electing the option and the recapture of the credits (in the event of a withdrawal) could exceed any benefit of receiving the Extra Value Option credits.

The Sub-Accounts offered through this contract invest in the underlying mutual funds listed below. For a complete list of underlying mutual funds, including underlying mutual funds available prior to the date of this prospectus, refer to *Appendix A: Underlying Mutual Fund Information*. For more information on the underlying mutual funds, refer to the prospectus for the underlying mutual fund. **To obtain free copies of prospectuses for the underlying mutual funds, Contract Owners can contact Nationwide using any of the methods described in *Contacting the Service Center*.**

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B
- American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II
- American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II
- American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II
- American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class II

- BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III
- BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III
- BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares
- BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares
- BNY Mellon Stock Index Fund, Inc.: Service Shares
- BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares
- BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares
- Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2
- Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class
- Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class
- Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares
- Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares
- Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Guggenheim Variable Funds - Multi-Hedge Strategies
- Invesco - Invesco V.I. American Franchise Fund: Series II Shares
- Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares
- Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series II
- Invesco Oppenheimer V.I. Global Fund: Series II
- Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II
- Invesco Oppenheimer V.I. International Growth Fund: Series II
- Invesco Oppenheimer V.I. Main Street Fund: Series II
- Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II
- Ivy Variable Insurance Portfolios - Asset Strategy: Class II
- Ivy Variable Insurance Portfolios - High Income: Class II
- Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II
- Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares
- Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares
- Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares
- Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares
- Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares
- Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares
- Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC
- MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class
- MFS® Variable Insurance Trust - MFS Value Series: Service Class
- MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class
- MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class
- MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class
- MFS® Variable Insurance Trust II - MFS Research International Portfolio: Service Class
- MFS® Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class
- Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II
- Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II
- Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II
- Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund
- Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

- Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I
- Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II
- Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II
- Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II
- Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I
- Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II
- Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II
- Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II
- Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II
- Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II
- Neuberger Berman Advisers Management Trust - Mid Cap Growth Portfolio: Class S
- Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I
- Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I
- PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class
- Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB
- Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB

- Putnam Variable Trust - Putnam VT International Equity Fund: Class IB
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- T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class
- Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A
- Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Purchase payments not allocated to the underlying mutual funds may be allocated to the Fixed Account and/or the Guaranteed Term Options.

Beginning on January 1, 2021, as permitted by regulations adopted by the SEC, Nationwide may discontinue mailing paper copies of shareholder reports for underlying mutual funds available under the contract unless the Contract Owner specifically requests that paper copies continue to be delivered. Instead, the shareholder reports will be made available on a website. Nationwide will notify Contract Owners by mail each time a shareholder report is posted and will provide a website link to access the report. Instructions for requesting paper copies will also be included in the notice.

Contracts where the Contract Owner already elected to receive shareholder reports electronically will not be affected by this change and no action is required. To elect to receive shareholder reports and other communications from Nationwide electronically, contact the Service Center (see *Contacting the Service Center*).

Contract Owners may elect to receive all future shareholder reports in paper free of charge. To do so, Contract Owners should contact the Service Center to inform Nationwide that paper copies of shareholder reports should continue to be delivered. Any election to receive shareholder reports in paper will apply to all underlying funds available under the contract.

Glossary of Special Terms

Accumulation Unit – An accounting unit of measure used to calculate the Contract Value allocated to the Variable Account before the Annuitization Date.

Annuitant – The person(s) whose length of life determines how long annuity payments are paid.

Annuitization Date – The date on which annuity payments begin.

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

Annuity Unit – An accounting unit of measure used to calculate the value of variable annuity payments.

Charitable Remainder Trust – A trust meeting the requirements of Section 664 of the Internal Revenue Code.

Co-Annuitant – The person designated by the Contract Owner to receive the benefit associated with the Spousal Protection Feature.

Contingent Annuitant – The individual who becomes the Annuitant if the Annuitant dies before the Annuitization Date.

Contract Anniversary – Each recurring one-year anniversary of the date the contract was issued.

Contract Owner(s) – The person(s) who owns all rights under the contract.

Contract Value – The value of all Accumulation Units in a contract plus any amount held in the Fixed Account, the GTOs, and the collateral fixed account.

Contract Year – Each year the contract is in force beginning with the date the contract is issued.

Current Income Benefit Base – For purposes of the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider, it is equal to the Original Income Benefit Base adjusted throughout the life of the contract to account for subsequent purchase payments, excess withdrawals, and reset opportunities. This amount is multiplied by the Lifetime Withdrawal Percentage to arrive at the Lifetime Withdrawal Amount for any given year.

Daily Net Assets – A figure that is calculated at the end of each Valuation Date and represents the sum of all the Contract Owners' interests in the Sub-Accounts after the deduction of underlying mutual fund expenses.

Fixed Account – An investment option that is funded by Nationwide's General Account. Amounts allocated to the Fixed Account will receive periodic interest subject to a guaranteed minimum crediting rate.

General Account – All assets of Nationwide other than those of the Variable Account or in other separate accounts of Nationwide.

Guaranteed Term Options ("GTOs") – Investment options that provide a guaranteed fixed interest rate paid over specific term duration and contain a market value adjustment feature.

Individual Retirement Account – An account that qualifies for favorable tax treatment under Section 408(a) of the Internal Revenue Code, but does not include Roth IRAs.

Individual Retirement Annuity or IRA – An annuity contract that qualifies for favorable tax treatment under Section 408(b) of the Internal Revenue Code, but does not include Roth IRAs or Simple IRAs.

Investment-Only Contract – A contract purchased by a qualified pension, profit-sharing, or stock bonus plan as defined by Section 401(a) of the Internal Revenue Code.

Lifetime Withdrawal – For purposes of the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider, it is a withdrawal of all or a portion of the Lifetime Withdrawal Amount.

Lifetime Withdrawal Amount – For purposes of the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider, the maximum amount that can be withdrawn between Contract Anniversaries without reducing the Current Income Benefit Base. It is calculated annually, on each Contract Anniversary, by multiplying the Current Income Benefit Base by the Lifetime Withdrawal Percentage.

Lifetime Withdrawal Percentage – An age-based percentage used to determine the Lifetime Withdrawal Amount under the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider. The applicable percentage is multiplied by the Current Income Benefit Base to arrive at the Lifetime Withdrawal Amount for any given year.

Monthly Contract Anniversary – Each recurring one-month anniversary of the date the contract was issued.

Nationwide – Nationwide Life Insurance Company.

Net Asset Value – The value of one share of an underlying mutual fund at the close of regular trading on the New York Stock Exchange.

Non-Qualified Contract – A contract which does not qualify for favorable tax treatment as a Qualified Plan, IRA, Roth IRA, SEP IRA, Simple IRA, or Tax Sheltered Annuity.

Original Income Benefit Base – For purposes of the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider, the initial benefit base calculated on the date the option is elected, which is equal to the Contract Value.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401 of the Internal Revenue Code, including Investment-Only Contracts. In this prospectus, all provisions applicable to Qualified Plans also apply to Investment-Only Contracts unless specifically stated otherwise.

Roth IRA – An annuity contract that qualifies for favorable tax treatment under Section 408A of the Internal Revenue Code.

SEC – Securities and Exchange Commission.

SEP IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(k) of the Internal Revenue Code.

Service Center – The department of Nationwide responsible for receiving all service and transaction requests relating to the contract. For service and transaction requests submitted other than by telephone (including fax requests), the Service Center is Nationwide's mail and document processing facility. For service and transaction requests communicated by telephone, the Service Center is Nationwide's operations processing facility. Information on how to contact the Service Center is in the *Contacting the Service Center* provision.

Simple IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(p) of the Internal Revenue Code.

Sub-Accounts – Divisions of the Variable Account, each of which invests in a single underlying mutual fund.

Target Term Option – Investment options that are, in all material respects, the same as Guaranteed Term Options. All references in this prospectus to Guaranteed Term Options will also mean Target Term Options (in applicable jurisdictions).

Tax Sheltered Annuity – An annuity that qualifies for favorable tax treatment under Section 403(b) of the Internal Revenue Code. The Tax Sheltered Annuities sold under this prospectus are not available in connection with investment plans that are subject to ERISA.

Valuation Date – Each day the New York Stock Exchange is open for business or any other day during which there is a sufficient degree of trading such that the current Net Asset Value of the underlying mutual fund shares might be materially affected. Values of the Variable Account are determined as of the close of regular trading on the New York Stock Exchange, which generally closes at 4:00 p.m. EST.

Valuation Period – The period of time commencing at the close of a Valuation Date and ending at the close of regular trading on the New York Stock Exchange for the next succeeding Valuation Date.

Variable Account – Nationwide Variable Account-II, a separate account that Nationwide established to hold Contract Owner assets allocated to variable investment options. The Variable Account is divided into Sub-Accounts, each of which invests in a separate underlying mutual fund.

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Contract Expenses

The following tables describe the fees and expenses that a Contract Owner will pay when buying, owning, or surrendering the contract.

The first table describes the fees and expenses a Contract Owner will pay at the time the contract is purchased, surrendered, or when cash value is transferred between investment options.

Contract Owner Transaction Expenses									
Maximum Contingent Deferred Sales Charge ("CDSC") (as a percentage of purchase payments surrendered)									8%
Contracts that contain the standard CDSC schedule will be referred to as "B Schedule" contracts.									
Range of CDSC over time:									
Number of Completed Years from Date of Purchase Payment	0	1	2	3	4	5	6	7	8
CDSC Percentage	8%	7%	6%	5%	4%	3%	2%	1%	0%
Some state jurisdictions require a lower CDSC schedule. Please refer to your contract for state specific information.									
Maximum Loan Processing Fee									\$25
Maximum Premium Tax Charge (as a percentage of purchase payments)									5% ¹

The next table describes the fees and expenses that a Contract Owner will pay periodically during the life of the contract (not including underlying mutual fund fees and expenses).

Recurring Contract Expenses	
Annual Loan Interest Charge	2.25% ²
Variable Account Annual Expenses (assessed as an annualized rate of total variable account charges as a percentage of the Daily Net Assets)	
Mortality and Expense Risk Charge	1.35%
Administrative Charge	0.20%
CDSC Options (eligible applicants may elect one)	
Four Year CDSC Option Charge ("L Schedule Option") (no longer available)	0.20% ³
Total Variable Account Charges (including this option only)	1.75%
No CDSC Option Charge ("C Schedule Option") (no longer available)	0.25% ⁴
Total Variable Account Charges (including this option only)	1.80%
Death Benefit Options (eligible applicants may elect one)	
One-Month Enhanced Death Benefit Option Charge	0.20%
Total Variable Account Charges (including this option only)	1.75%
Combination Enhanced Death Benefit Option Charge (available until state approval is received for the One-Month Enhanced Death Benefit Option)	0.30%
Total Variable Account Charges (including this option only)	1.85%
Combination Enhanced Death Benefit Option II Charge	0.45%
Total Variable Account Charges (including this option only)	2.00%
Beneficiary Protector II Option Charge	0.35%
Total Variable Account Charges (including this option only)	1.90%
In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account or to the Guaranteed Term Options will be assessed a fee of 0.35% by decreasing the interest we credit to amounts allocated to the Fixed Account or the Guaranteed Term Options.	
Extra Value Options (eligible applicants may purchase one)	
3% Extra Value Option Charge	0.10% ⁵
Total Variable Account Charges (including this option only)	1.65%
In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account and the Guaranteed Term Options/Target Term Options for the first eight Contract Years will be assessed a fee of 0.10% by decreasing the interest we credit to amounts allocated to the Fixed Account or the Guaranteed Term Options/Target Term Options.	
4% Extra Value Option Charge	0.25% ⁶
Total Variable Account Charges (including this option only)	1.80%

Recurring Contract Expenses

In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account and the Guaranteed Term Options/Target Term Options for the first eight Contract Years will be assessed a fee of 0.25% by decreasing the interest we credit to amounts allocated to the Fixed Account or the Guaranteed Term Options/Target Term Options.	
5% Extra Value Option Charge (non-New York)	0.45% ⁷
Total Variable Account Charges (including this option only)	2.00%
In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account and the Guaranteed Term Options/Target Term Options for the first eight Contract Years will be assessed a fee of 0.45% by decreasing the interest we credit to amounts allocated to the Fixed Account or the Guaranteed Term Options/Target Term Options.	
5% Extra Value Option Charge (New York)	0.55% ⁸
Total Variable Account Charges (including this option only)	2.10%
In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account and the Guaranteed Term Options for the first seven Contract Years will be assessed a fee of 0.55% by decreasing the interest we credit to amounts allocated to the Fixed Account or the Guaranteed Term Options/Target Term Options.	
Capital Preservation Plus Lifetime Income Option Charge	1.00% ⁹
Total Variable Account Charges (including this option only)	2.55%
In addition to the charge assessed to Variable Account allocations, allocations made to the Guaranteed Term Options/Target Term Options will be assessed a fee of no more than 1.00% by decreasing the interest credited to amounts allocated to the Guaranteed Term Options/Target Term Options.	
Capital Preservation Plus Option Charge	0.50%
Total Variable Account Charges (including this option only)	2.05%
In addition to the charge assessed to Variable Account allocations, allocations made to the Guaranteed Term Options/Target Term Options will be assessed a fee of 0.50% by decreasing the interest credited to amounts allocated to the Guaranteed Term Options/Target Term Options.	
Additional Optional Riders with charges assessed annually as a percentage of Current Income Benefit Base: ¹⁰	
Nationwide Lifetime Income Riders (an applicant may purchase one):	
5% Nationwide Lifetime Income Rider Charge (only available in NY)	1.00% ¹¹
7% Nationwide Lifetime Income Rider Charge (not available in NY)	1.00% ¹²
10% Nationwide Lifetime Income Rider Charge	1.20% ¹³
Joint Options (an applicant may purchase one only if the corresponding Nationwide Lifetime Income Rider is elected):	
Joint Option for the 5% Nationwide Lifetime Income Rider Charge (only available in NY)	0.15%
Joint Option for the 7% Nationwide Lifetime Income Rider Charge (not available in NY)	0.15%
Joint Option for the 10% Nationwide Lifetime Income Rider Charge (not available in NY)	0.30% ¹⁴

The next table shows the fees and expenses that a Contract Owner would pay if he/she elected all of the optional benefits under the contract (and the most expensive of mutually exclusive optional benefits).

Summary of Maximum Contract Expenses (maximum of mutually exclusive options)

Mortality and Expense Risk Charge (applicable to all contracts)	1.35%
Administrative Charge (applicable to all contracts)	0.20%
L Schedule Option Charge	0.20%
Combination Enhanced Death Benefit Option II Charge	0.45%
Beneficiary Protector II Option Charge	0.35%
5% Extra Value Option Charge (Non-New York)	0.45%
10% Nationwide Lifetime Income Rider Charge	1.20% ¹⁵
Joint Option for the 10% Nationwide Lifetime Income Rider Charge	0.30% ¹⁵
Maximum Possible Total Variable Account Charges	4.50%¹⁶

¹ Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or other government entities. The amount assessed to the contract will equal the amount assessed by the state or government entity.

² The loan interest rate is determined, based on market conditions, at the time of loan application or issuance. The loan balance in the collateral Fixed Account is credited with interest at 2.25% less than the loan interest rate. Thus, the net loan interest charge is an annual rate of 2.25%, which is applied against the outstanding loan balance.

³ Range of L Schedule Option CDSC over time:

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

- 4 Election of the C Schedule Option eliminates the B Schedule CDSC schedule; no CDSC will be assessed upon surrenders from the contract.
- 5 Nationwide will discontinue deducting the charge associated with the 3% Extra Value Option eight years from the date the contract was issued.
- 6 Nationwide will discontinue deducting the charge associated with the 4% Extra Value Option eight years from the date the contract was issued.
- 7 Nationwide will discontinue deducting the charge associated with the 5% Extra Value Option eight years from the date the contract was issued.
- 8 Nationwide will discontinue deducting the charge associated with the 5% Extra Value Option (New York) seven years from the date the contract was issued.
- 9 For contracts issued on or after September 15, 2008 or the date of state approval (whichever is later): the current Variable Account charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.75% of the Daily Net Assets of the Variable Account, and the Guaranteed Term Option/Target Term Option charge is equal to a reduction in crediting rates of 0.75%.
For contracts issued before September 15, 2008 or the date of state approval (whichever is later): the current Variable Account charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.60% of the Daily Net Assets of the Variable Account. Additionally, the Guaranteed Term Option/Target Term Option charge is equal to a reduction in crediting rates of 0.60%.
- 10 For information about how the Current Income Benefit Base is calculated, see *Determination of the Income Benefit Base Prior to the First Withdrawal*.
- 11 Currently, the charge associated with the 5% Nationwide Lifetime Income Rider is equal to 0.85% of the Current Income Benefit Base.
- 12 Currently, the charge associated with the 7% Nationwide Lifetime Income Rider is equal to 0.95% of the Current Income Benefit Base.
- 13 Currently, the charge associated with the 10% Nationwide Lifetime Income Rider is equal to 1.00% of the Current Income Benefit Base.
- 14 Currently, the charge associated with the Joint Option for the 10% Nationwide Lifetime Income Rider is 0.20% of the Current Income Benefit Base.
- 15 This charge is a percentage of the Current Income Benefit Base. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.
- 16 The Maximum Possible Total Variable Account Charges associated with a particular contract may be higher or lower than 4.50% depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2019, charged by the underlying mutual funds that the Contract Owner may pay periodically during the life of the contract. More detail concerning each underlying mutual fund's fees and expenses is contained in the prospectus for each underlying mutual fund.

Total Annual Underlying Mutual Fund Operating Expenses		
	Minimum	Maximum
(Expenses that are deducted from underlying mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average underlying mutual fund assets.)	0.40%	6.31%

The minimum and maximum underlying mutual fund operating expenses indicated above do not reflect voluntary or contractual reimbursements and/or waivers applied to some underlying mutual funds. Therefore, actual expenses could be lower. Refer to the underlying mutual fund prospectuses for specific expense information.

Example

This Example is intended to help Contract Owners compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, contract fees, Variable Account annual expenses, and underlying mutual fund fees and expenses. The Example does not reflect premium taxes which, if reflected, would result in higher expenses.

The Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the B Schedule CDSC Schedule; and
- the total Variable Account charges associated with the most expensive allowable combination of optional benefits that contains a CDSC (4.50%).

For those contracts that do not elect the most expensive combination of optional benefits, the expenses would be lower.

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (6.31%)	\$1,835	\$3,693	\$5,299	\$8,600	*	\$3,193	\$4,999	\$8,600	\$1,135	\$3,193	\$4,999	\$8,600
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%)	\$1,215	\$2,041	\$2,865	\$5,112	*	\$1,541	\$2,565	\$5,112	\$ 515	\$1,541	\$2,565	\$5,112

* The contracts sold under this prospectus do not permit annuitization during the first two Contract Years.

Synopsis of the Contracts

The annuity described in this prospectus is intended to provide benefits to a single or joint owner and his/her beneficiaries. The contracts described in this prospectus are Individual Deferred Variable Annuity Contracts.

The contracts can be categorized as:

- Charitable Remainder Trusts
- Individual Retirement Annuities ("IRAs")
- Investment-Only Contracts (Qualified Plans)
- Non-Qualified Contracts
- Roth IRAs
- Simplified Employee Pension IRAs ("SEP IRAs")
- Simple IRAs
- Tax Sheltered Annuities (Non-ERISA)

Nationwide no longer issues the contract as a Tax Sheltered Annuity, except to participants in ERISA and ORP plans that have purchased a Nationwide individual annuity contract before September 25, 2007.

For more detailed information about the differences in contract types, see *Appendix C: Contract Types and Tax Information*.

The contracts described in this prospectus are no longer available for purchase.

Surrenders/Withdrawals

Contract Owners may generally withdraw some or all of their Contract Value at any time prior to annuitization by notifying the Service Center in writing (see *Surrender/Withdrawal Prior to Annuitization*). After the Annuitization Date, withdrawals are not permitted (see *Surrender/Withdrawal After Annuitization*).

Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. The minimum initial purchase payment is \$15,000. The minimum subsequent purchase payment is \$1,000. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is \$150.

Some states have different minimum initial and subsequent purchase payment amounts, and subsequent purchase payments may not be permitted in all states. Contact the Service Center for information on initial and subsequent purchase payment requirements in a particular state.

Some optional benefits may restrict the Contract Owner's ability to make subsequent purchase payments.

Credits applied to the contract cannot be used to meet the minimum purchase payment requirements.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide or its affiliates or subsidiaries on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. Its decision as to whether or not to accept a purchase payment in excess of that amount will be based on one or more factors, including, but not limited to: age, spouse age (if applicable), Annuitant age, state of issue, total purchase payments, optional benefits elected, current market conditions, and current hedging costs. All such decisions will be based on internally established actuarial guidelines and will be applied in a non-discriminatory manner. In the event that Nationwide does not accept a purchase payment under these guidelines, the purchase payment will be immediately returned in its entirety in the same manner as it was received. If Nationwide accepts the purchase payment, it will be applied to the contract immediately and will receive the next calculated Accumulation Unit value. Any references in this prospectus to purchase payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide.

Nationwide prohibits subsequent purchase payments made after death of the Contract Owner(s), the Annuitant, or Co-Annuitant. If upon notification of death of the Contract Owner(s), the Annuitant, or Co-Annuitant, it is determined that death occurred prior to a subsequent purchase payment being made, Nationwide reserves the right to return the purchase payment.

Dollar Limit Restrictions

Certain features of the contract have additional purchase payment and/or Contract Value limitations associated with them:

Annuitization. Annuity payment options will be limited if the Contract Owner submits total purchase payments in excess of \$2,000,000. Furthermore, if the amount to be annuitized is greater than \$5,000,000, Nationwide may limit both the amount that can be annuitized on a single life and the annuity payment options (see *Annuity Payment Options*).

Death Benefit Calculations. Purchase payments up to \$3,000,000 may result in a higher death benefit payment than purchase payments in excess of \$3,000,000 (see *Death Benefit Calculations*).

Guaranteed Term Options. The minimum amount that may be allocated to a Guaranteed Term Option is \$1,000.

Subsequent Purchase Payments. If the Contract Owner elects the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, effective July 15, 2013, subsequent purchase payments are limited to an aggregate total of \$50,000 per calendar year.

Credits on Purchase Payments

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels. PPCs are available to all contracts except for those where the C Schedule Option has been elected.

Each time a Contract Owner submits a purchase payment, Nationwide will perform a calculation to determine if and how many PPCs are payable as a result of that particular deposit. For purposes of all benefits and taxes under these contracts, PPCs are considered earnings, not purchase payments, and they will be allocated in the same proportion that purchase payments are allocated on the date the PPCs are applied.

If the Contract Owner cancels the contract pursuant to the contractual free look provision, Nationwide will recapture all PPCs applied to the contract. In those states that require the return of purchase payments for IRAs that are surrendered pursuant to the contractual free look, Nationwide will recapture all PPCs, but under no circumstances will the amount returned to the Contract Owner be less than the purchase payments made to the contract. In those states that allow a return of Contract Value, the Contract Owner will retain any earnings attributable to the PPCs, but all losses attributable to the PPCs will be incurred by Nationwide. After the end of the contractual free look period, all PPCs are fully vested and not subject to recapture.

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.35% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contingent Deferred Sales Charge

Nationwide does not deduct a sales charge from purchase payments upon deposit into the contract. However, Nationwide may deduct a Contingent Deferred Sales Charge ("CDSC") if any amount is withdrawn from the contract. This CDSC reimburses Nationwide for sales expenses. The amount of the CDSC will not exceed 8% of purchase payments withdrawn.

CDSC Options

Prior to May 1, 2009, Contract Owners could elect the L Schedule Option at the time of application. The L Schedule Option reduces the standard CDSC schedule (the B Schedule) to a four-year CDSC schedule. In exchange, Nationwide assesses a charge at an annualized rate of 0.20% of the Daily Net Assets.

Prior to May 1, 2009, Contract Owners could elect the C Schedule Option at the time of application. The C Schedule Option eliminates the standard CDSC schedule (the B Schedule) from the contract. In exchange, Nationwide assesses a charge at an annualized rate of 0.25% of the Daily Net Assets.

Death Benefit Options

The contract contains a standard death benefit (the greatest of (i) Contract Value, (ii) net purchase payments, or (iii) the highest Contract Value on any Contract Anniversary before the Annuitant's 86th birthday) at no additional charge. Optional death benefits are also available for an additional charge, which may provide a greater death benefit than the standard death benefit.

In lieu of the standard death benefit, an applicant may elect one of the following death benefit options at the time of application:

- The One-Month Enhanced Death Benefit Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.20% of the Daily Net Assets.
- The Combination Enhanced Death Benefit Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.30% of the Daily Net Assets. The Combination Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit Option.

- The Combination Enhanced Death Benefit II Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.45% of the Daily Net Assets.

Extra Value Options

The contract offers Extra Value Options, one of which may be elected at the time of application. Each option credits an additional amount to the contract when purchase payments are applied during the first Contract Year. All credits are subject to recapture in the event of early withdrawal. The available options are:

- The 3% Extra Value Option applies a credit in the amount of 3% of purchase payments applied during the first Contract Year. The charge for this option is assessed for the first eight Contract Years and is equal to 0.10% of the Daily Net Assets. Allocations to the Fixed Account and the Guaranteed Term Options will also be assessed a charge of 0.10% for the first eight Contract Years.
- The 4% Extra Value Option applies a credit in the amount of 4% of purchase payments applied during the first Contract Year. The charge for this option is assessed for the first eight Contract Years and is equal to 0.25% of the Daily Net Assets. Allocations to the Fixed Account and the Guaranteed Term Options will also be assessed a charge of 0.25% for the first eight Contract Years.
- The 5% Extra Value Option (non-New York) applies a credit in the amount of 5% of purchase payments applied during the first Contract Year. The charge for this option is assessed for the first eight Contract Years and is equal to 0.45% of the Daily Net Assets. Allocations to the Fixed Account and the Guaranteed Term Options will also be assessed a charge of 0.45% for the first eight Contract Years. This option is not available for contracts issued in the State of New York.
- The 5% Extra Value Option (New York) applies a credit in the amount of 5% of purchase payments applied during the first Contract Year. The charge for this option is assessed for the first seven Contract Years and is equal to 0.55% of the Daily Net Assets. Allocations to the Fixed Account and the Guaranteed Term Options will also be assessed a charge of 0.55% for the first seven Contract Years. This option is only available for contracts issued in the State of New York.

Beneficiary Protector II Option

An applicant may elect the Beneficiary Protector II Option at the time of application. This option provides that upon the death of the Annuitant (and potentially, the Co-Annuitant, if one is named), and in addition to any death benefit payable, Nationwide will credit an additional amount to the contract (the "benefit"). This benefit would be advantageous if the Contract Owner anticipates the assessment of taxes in connection with payment of the death benefit proceeds. This option is only available for contracts with Annuitants age 75 or younger at the time of application. If the applicant elects the Beneficiary Protector II Option, Nationwide will deduct an additional charge at an annualized rate of 0.35% of the Daily Net Assets. Additionally, allocations made to the Fixed Account and the Guaranteed Term Options will be assessed a fee of 0.35%.

Capital Preservation Plus Option

The Capital Preservation Plus Option is no longer available for election under the contract and has been replaced with the Capital Preservation Plus Lifetime Income Option effective March 1, 2005 (or thereafter upon state approval of the Capital Preservation Plus Lifetime Income Option). For contracts with the Capital Preservation Plus Option, Nationwide will deduct an additional charge at an annualized rate of 0.50% of the Daily Net Assets. Additionally, allocations made to the GTOs will be assessed a fee of 0.50%.

Capital Preservation Plus Lifetime Income Option

The Capital Preservation Plus Lifetime Income Option is only available under the contract at the time of application for contracts issued prior to January 12, 2009. After January 12, 2009, the Capital Preservation Plus Lifetime Income Option is only available to those Contract Owners that previously elected the Capital Preservation Plus Option. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be age 35 or older at the time of application. The Capital Preservation Plus Lifetime Income Option may not be elected if any of the following benefits are elected: a Nationwide Lifetime Income Rider or the C Schedule Option.

If the Capital Preservation Plus Lifetime Income Option is elected, Nationwide will deduct an additional charge at an annualized rate not to exceed 1.00% of the Daily Net Assets. Additionally, allocations to the Guaranteed Term Options will be assessed a fee of not more than 1.00%.

- For contracts issued on or after September, 15, 2008 or the date of state approval (whichever is later), the current charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.75% of the Daily Net Assets and the Guaranteed Term Option charge is equal to 0.75%.
- For contracts issued before September 15, 2008 or the date of state approval (whichever is later), the current charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.60% of the Daily Net Assets and the Guaranteed Term Option charge is equal to 0.60%.

10% Nationwide Lifetime Income Rider (formerly the 10% Lifetime Income Option)

The 10% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. Additionally, if the Contract Owner delays taking withdrawals for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 10% annually for each of those 10 years. The 10% Nationwide Lifetime Income Rider is available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The 10% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

If the 10% Nationwide Lifetime Income Rider is elected, Nationwide will deduct an additional charge not to exceed 1.20% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the 10% Nationwide Lifetime Income Rider is 1.00% of the Current Income Benefit Base. The charge is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the 10% Nationwide Lifetime Income Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than \$0, Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than \$0, Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. **The cost of the 10% Nationwide Lifetime Income Rider may exceed the benefit.**

7% Nationwide Lifetime Income Rider (formerly the 7% Lifetime Income Option)

The 7% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. Additionally, if the Contract Owner delays taking Lifetime Withdrawals for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 7% annually for each of those 10 years. The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. However, upon state approval of the 10% Nationwide Lifetime Income Rider, the 7% Nationwide Lifetime Income Rider will no longer be available for election. The 7% Nationwide Lifetime Income Rider is not available in the State of New York. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The 7% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

If the 7% Nationwide Lifetime Income Rider is elected, Nationwide will deduct an additional charge not to exceed 1.00% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 0.95% of the Current Income Benefit Base. The charge is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the 7% Nationwide Lifetime Income Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than \$0, Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than \$0, Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. **The cost of the 7% Nationwide Lifetime Income Rider may exceed the benefit.**

5% Nationwide Lifetime Income Rider (formerly the 5% Lifetime Income Option)

The 5% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. Additionally, if the Contract Owner delays taking Lifetime Withdrawals for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 5% annually for each of those 10 years. For contracts issued in the State of New York, the 5% Nationwide Lifetime Income Rider is available under the contract at the time of application. For contracts issued before May 1, 2007, the 5% Nationwide Lifetime Income Rider is available for election at any time. For all other contracts, the 5% Nationwide Lifetime Income Rider is not available for election. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The 5% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

If the 5% Nationwide Lifetime Income Rider is elected, Nationwide will deduct an additional charge not to exceed 1.00% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the 5% Nationwide Lifetime Income Rider is 0.85% of the Current Income Benefit Base. The charge is deducted on each anniversary of the date the option was elected and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the 5% Nationwide Lifetime Income Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than \$0, Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than \$0, Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. **The cost of the 5% Nationwide Lifetime Income Rider may exceed the benefit.**

Joint Option for the 10% Nationwide Lifetime Income Rider (formerly the 10% Spousal Continuation Benefit)

The Joint Option for the 10% Nationwide Lifetime Income Rider ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 10% Nationwide Lifetime Income Rider, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the 10% Nationwide Lifetime Income Rider is elected. The Joint Option for the 10% Nationwide Lifetime Income Rider is not available for contracts issued in the State of New York.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.30% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.20% of the Current Income Benefit Base. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. If assessed, the charge is deducted at the same time and in the same manner as the 10% Nationwide Lifetime Income Rider charge. **The cost of the Joint Option may exceed the benefit.**

Joint Option for the 7% Nationwide Lifetime Income Rider (formerly the 7% Spousal Continuation Benefit)

The Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide Lifetime Income Rider, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the 7% Nationwide Lifetime Income Rider is elected. The Joint Option is not available in the State of New York.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.15% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. If assessed, the charge is deducted at the same time and in the same manner as the 7% Nationwide Lifetime Income Rider charge. **The cost of the Joint Option may exceed the benefit.**

Joint Option for the 5% Nationwide Lifetime Income Rider (formerly the 5% Spousal Continuation Benefit)

The Joint Option for the 5% Nationwide Lifetime Income Rider ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 5% Nationwide Lifetime Income Rider, provided that certain conditions are satisfied. The Joint Option is only available in the State of New York.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.15% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. If assessed, the charge is deducted at the same time and in the same manner as the 5% Nationwide Lifetime Income Rider charge. **The cost of the Joint Option may exceed the benefit.**

Charges for Optional Benefits

Generally, the charges associated with optional benefits are only assessed prior to annuitization. However, certain optional benefits will assess the charge for a specified duration, even if the contract is annuitized:

- The charge for the 3% Extra Value Option will be assessed for eight years from the date the contract was issued.
- The charge for the 4% Extra Value Option will be assessed for eight years from the date the contract was issued.
- The charge for the 5% Extra Value Option (non-New York) will be assessed for eight years from the date the contract was issued.
- The charge for the 5% Extra Value Option (New York) will be assessed for seven years from the date the contract was issued.
- The charge for the L Share Option will be assessed both before and after annuitization.
- The charge for the C Share Option will be assessed both before and after annuitization.

Underlying Mutual Fund Annual Expenses

The underlying mutual funds charge fees and expenses that are deducted from underlying mutual fund assets. These fees and expenses are in addition to the fees and expenses assessed by the contract. The prospectus for each underlying mutual fund provides information regarding the fees and expenses applicable to the fund.

Annuity Payments

On the Annuitization Date, annuity payments begin (see *Annuitizing the Contract*). Annuity payments will be based on the annuity payment option chosen prior to annuitization. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Taxation

How distributions from an annuity contract are taxed depends on the type of contract issued and the purpose for which the contract is purchased. Generally, distributions from an annuity contract, including the payment of death benefits, are taxable to the extent the cash value exceeds the investment in the contract (see *Appendix C: Contract Types and Tax Information*). Nationwide will charge against the contract any premium taxes levied by any governmental authority. Premium tax rates currently range from 0% to 5% (see *Premium Taxes and Appendix C: Contract Types and Tax Information*).

Death Benefit

An applicant may elect either the standard death benefit (One-Year Enhanced Death Benefit) or an available death benefit option that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

Cancellation of the Contract

Under state insurance laws, Contract Owners have the right, during a limited period of time, to examine their contract and decide if they want to keep it or cancel it. This right is referred to as a "free look" right. The length of this time period depends on state law and may vary depending on whether the purchase is a replacement of another annuity contract. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date (see *Right to Examine and Cancel* and *Contacting the Service Center*).

If the Contract Owner elects to cancel the contract pursuant to the free look provision, where required by law, Nationwide will return the greater of the Contract Value or the amount of purchase payment(s) applied during the free look period, less any Purchase Payment Credits, Extra Value Option credits, withdrawals from the contract, and applicable federal and state income tax withholding. Otherwise, Nationwide will return the Contract Value, less any Purchase Payment Credits, Extra Value Option credits, withdrawals from the contract, and applicable federal and state income tax withholding (see *Right to Examine and Cancel*).

Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the underlying mutual funds and the assessment of Variable Account charges which may vary from contract to contract (see *Determining the Contract Value*). Refer to *Appendix B: Condensed Financial Information* for information regarding the minimum and maximum class of Accumulation Unit values. All classes of Accumulation Unit values may be obtained free of charge by contacting the Service Center.

Financial Statements

Financial statements for the Variable Account and financial statements and schedules of Nationwide are located in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by contacting the Service Center.

Nationwide Life Insurance Company

Nationwide, the depositor, is a stock life insurance company organized under Ohio law in March 1929, with its home office at One Nationwide Plaza, Columbus, Ohio 43215. Nationwide is a provider of life insurance, annuities, and retirement products. Nationwide is admitted to do business in all states, the District of Columbia, Guam, the U.S. Virgin Islands, and Puerto Rico.

Nationwide is a member of the Nationwide group of companies. Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company (the "Companies") are the ultimate controlling persons of the Nationwide group of companies. The Companies were organized under Ohio law in December 1925 and 1933 respectively. The Companies engage in a general insurance and reinsurance business, except life insurance.

Nationwide intends to rely on the exemption provided by Rule 12h-7 under the Securities Exchange Act of 1934 ("1934 Act"). In reliance on the exemption provided by Rule 12h-7, Nationwide does not intend to file periodic reports as required under the 1934 Act.

Nationwide Investment Services Corporation

The contracts are distributed by the general distributor, Nationwide Investment Services Corporation ("NISC"), One Nationwide Plaza, Columbus, Ohio 43215. NISC is a wholly-owned subsidiary of Nationwide.

Investing in the Contract

The Variable Account and Underlying Mutual Funds

Nationwide Variable Account-II is a variable account that invests in the underlying mutual funds listed in *Appendix A: Underlying Mutual Fund Information*. Nationwide established the Variable Account on October 7, 1981 pursuant to Ohio law. Although the Variable Account is registered with the SEC as a unit investment trust pursuant to the Investment Company Act of 1940 ("1940 Act"), the SEC does not supervise the management of Nationwide or the Variable Account.

Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of Nationwide's other assets. The Variable Account's assets are held separately from Nationwide's assets and are not chargeable with liabilities incurred in any other business of Nationwide. Nationwide is obligated to pay all amounts promised to Contract Owners under the contracts.

The Variable Account is divided into Sub-Accounts, each of which invests in shares of a single underlying mutual fund. Nationwide uses the assets of each Sub-Account to buy shares of the underlying mutual funds based on Contract Owner instructions.

Contract Owners receive underlying mutual fund prospectuses when they make their initial Sub-Account allocations and any time they change those allocations. **Contract Owners can obtain prospectuses for underlying mutual funds free of charge at any time by contacting the Service Center. Contract Owners should read these prospectuses carefully before investing.**

Underlying mutual funds in the Variable Account are NOT publicly available mutual funds. They are only available as investment options in variable life insurance policies or variable annuity contracts issued by life insurance companies, or in some cases, through participation in certain qualified pension or retirement plans.

The investment advisers of the underlying mutual funds may manage publicly available mutual funds with similar names and investment objectives. However, the underlying mutual funds are NOT the same as any publicly available mutual fund. Contract Owners should not compare the performance of a publicly available fund with the performance of underlying mutual funds participating in the Variable Account. The performance of the underlying mutual funds could differ substantially from that of any publicly available funds.

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual fund share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts.

In the future, additional underlying mutual funds managed by certain financial institutions, brokerage firms, or their affiliates may be added to the Variable Account. These additional underlying mutual funds may be offered exclusively to purchasing customers of the particular financial institution or brokerage firm, or through other exclusive distribution arrangements.

Voting Rights

Contract Owners are not shareholders of the underlying mutual funds in which the Sub-Accounts invest; however, Contract Owners with assets allocated to Sub-Accounts are entitled to certain voting rights. Nationwide will vote underlying mutual fund shares at special shareholder meetings based on Contract Owner instructions. However, if the law changes and Nationwide is allowed to vote in its own right, it may elect to do so.

Contract Owners with voting interests in an underlying mutual fund will be notified of issues requiring shareholder vote as soon as possible before the shareholder meeting. Notification will contain proxy materials and a form with which to give Nationwide voting instructions. Nationwide will vote shares for which no instructions are received in the same proportion as those that are received. What this means is that when only a small number of Contract Owners vote, each vote has a greater impact on, and may control, the outcome.

The number of shares which a Contract Owner may vote is determined by dividing the cash value of the amount they have allocated to an underlying mutual fund by the Net Asset Value of that underlying mutual fund. Nationwide will designate a date for this determination not more than 90 days before the shareholder meeting.

Material Conflicts

The underlying mutual funds may be offered through separate accounts of other insurance companies, as well as through other separate accounts of Nationwide. Nationwide does not anticipate any disadvantages to this. However, it is possible that a conflict may arise between the interests of the Variable Account and one or more of the other separate accounts in which these underlying mutual funds participate.

Material conflicts may occur due to a change in law affecting the operations of variable life insurance policies and variable annuity contracts, or differences in the voting instructions of the Contract Owners and those of other companies. If a material conflict occurs, Nationwide will take whatever steps are necessary to protect Contract Owners and variable annuity payees, including withdrawal of the Variable Account from participation in the underlying mutual fund(s) involved in the conflict.

Substitution of Securities

Nationwide may substitute shares of another underlying mutual fund for shares already purchased or to be purchased in the future if either of the following occurs:

- (1) shares of a current underlying mutual fund are no longer available for investment; or
- (2) further investment in an underlying mutual fund is inappropriate.

Nationwide will not substitute shares of any underlying mutual fund in which the Sub-Accounts invest without any necessary prior approval of the appropriate state or federal regulatory authorities. All affected Contract Owners will be notified in the event there is a substitution, elimination, or combination of shares.

The substitute underlying mutual fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future purchase payments, or both. Nationwide may close Sub-Accounts to allocations of purchase payments or Contract Value, or both, at any time in its sole discretion. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts.

Deregistration of the Variable Account

Nationwide may deregister the Variable Account under the 1940 Act in the event the Variable Account meets an exemption from registration under the 1940 Act, if there are no shareholders in the separate account, or for any other purpose approved by the SEC.

No deregistration may take place without the prior approval of the SEC. All affected Contract Owners will be notified in the event Nationwide deregisters the Variable Account. If the Variable Account is deregistered, Nationwide's contractual obligations to the Contract Owner will continue.

If the Variable Account is deregistered, Nationwide's contractual obligations to the Contract Owner will continue.

Guaranteed Term Options

Guaranteed Term Options or GTOs are separate investment options under the contract. The minimum amount that may be allocated to a GTO is \$1,000. Allocations to a Guaranteed Term Option are held in a separate account, established by Nationwide pursuant to Ohio law, to aid in the reserving and accounting for Guaranteed Term Option obligations. The separate account's assets are held separately from Nationwide's other assets and are not chargeable with liabilities incurred in any other business of Nationwide. However, Nationwide's General Account assets are available for the purpose of meeting the guarantees of any Guaranteed Term Option, subject to Nationwide's claims-paying ability. A Guaranteed Term Option prospectus should be read along with this prospectus. Guaranteed Term Options may not be available in every state.

Guaranteed Term Options provide a guaranteed rate of interest over four different maturity durations: three (3), five (5), seven (7) or ten (10) years. **Note:** The guaranteed term may last for up to three months beyond the 3, 5, 7, or 10-year period since every guaranteed term will end on the final day of a calendar quarter.

For the duration selected, Nationwide will declare a guaranteed interest rate. The guaranteed interest rate will be credited to amounts allocated to the Guaranteed Term Option unless the Contract Owner takes a withdrawal from their GTO allocation before the maturity date. If a withdrawal is taken before the maturity date, the withdrawal will be subject to a market value adjustment. A market value adjustment can increase or decrease the amount withdrawn depending on fluctuations in constant maturity treasury rates. No market value adjustment will be applied if Guaranteed Term Option allocations are held to maturity.

Because a market value adjustment can affect the value of a withdrawal, its effects should be carefully considered before surrendering or transferring from Guaranteed Term Options. The prospectus for the Guaranteed Term Options contains additional information and can be obtained free of charge by contacting the Service Center.

Guaranteed Term Options are available only during the accumulation phase of a contract. They are not available after the Annuitization Date. In addition, Guaranteed Term Options are not available for use with Asset Rebalancing, Dollar Cost Averaging programs, or Systematic Withdrawals.

Target Term Options

Due to certain state requirements, in some states, Nationwide uses Target Term Options instead of Guaranteed Term Options in connection with the Capital Preservation Plus Option and the Capital Preservation Plus Lifetime Income Option. Target Term Options are not available separate from the Capital Preservation Plus Option and the Capital Preservation Plus Lifetime Income Option.

For all material purposes, Guaranteed Term Options and Target Term Options are the same. Target Term Options are managed and administered identically to Guaranteed Term Options. The distinction is that the interest rate associated with Target Term Options is not guaranteed as it is in Guaranteed Term Options. However, because the options are managed and administered identically, the result to the investor is the same.

All references in this prospectus to Guaranteed Term Options in connection with the Capital Preservation Plus Option and the Capital Preservation Plus Lifetime Income Option will also mean Target Term Options (in applicable jurisdictions). Refer to the prospectus for the Guaranteed Term Options for more information.

GTO Charges Assessed for Certain Optional Benefits

For contracts with certain optional benefits elected, a charge is assessed to assets allocated to the Guaranteed Term Options by reducing the guaranteed rate of return. Consequently, the charge assessed for the optional benefit will result in a lower guaranteed rate of return (reduced by the amount of the charge).

- The 3% Extra Value Option has a GTO charge equal to 0.10% for the first eight Contract Years.
- The 4% Extra Value Option has a GTO charge equal to 0.25% for the first eight Contract Years.
- The 5% Extra Value Option (non-New York) has a GTO charge equal to 0.45% for the first eight Contract Years.
- The 5% Extra Value Option (New York) has a GTO charge equal to 0.55% for the first seven Contract Years.
- The Beneficiary Protector II Option has a GTO charge equal to 0.35%.
- The Capital Preservation Plus Option has a GTO charge equal to 0.50%.
- The Capital Preservation Plus Option has a GTO charge that will not exceed 1.00%. For contracts issued on or after the later of September 15, 2008, or the date of state approval (which ever comes last), the current GTO charge is 0.75%. For contracts issued before September 15, 2008, or the date of state approval (whichever comes last), the current GTO charge is 0.60%.

The Fixed Account

The Fixed Account is an investment option that is funded by assets of Nationwide's General Account. The General Account contains all of Nationwide's assets other than those in this and other Nationwide separate accounts and is used to support Nationwide's annuity and insurance obligations. The General Account is not subject to the same laws as the Variable Account and the SEC has not reviewed material in this prospectus relating to the Fixed Account.

Purchase payments will be allocated to the Fixed Account by election of the Contract Owner. Nationwide reserves the right to limit or refuse purchase payments and/or transfers allocated to the Fixed Account at its sole discretion. Generally, Nationwide will invoke this right when interest rates are low by historical standards. Nationwide also reserves the right to limit the amount that can be transferred from the Fixed Account at the end of an interest rate guaranteed period. State law requires Nationwide to reserve the right to postpone payment or transfer out of the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request. The Fixed Account may not be available in every state.

Under certain circumstances, Nationwide may restrict the allocation of purchase payments to the Fixed Account when an Extra Value Option is elected. These restrictions may be imposed at Nationwide's sole discretion when economic conditions are such that Nationwide is unable to recoup the cost of providing the up-front Extra Value Option credits.

The investment income earned by the Fixed Account will be allocated to the contracts at varying guaranteed interest rate(s) depending on the following categories of Fixed Account allocations:

- **New Money Rate** – The rate credited on the Fixed Account allocation when the contract is purchased or when subsequent purchase payments are made. Subsequent purchase payments may receive different New Money Rates than the rate when the contract was issued, since the New Money Rate is subject to change based on market conditions.
- **Variable Account to Fixed Rate** – Allocations transferred from any of the Sub-Accounts to the Fixed Account may receive a different rate. The rate may be lower than the New Money Rate. There may be limits on the amount and frequency of movements from the Sub-Accounts to the Fixed Account.
- **Renewal Rate** – The rate available for maturing Fixed Account allocations which are entering a new guarantee period. The Contract Owner will be notified of this rate in a letter issued with the quarterly statements when a Contract Owner's Fixed Account allocation matures. At that time, the Contract Owner will have an opportunity to leave the money in the Fixed Account and receive the Renewal Rate or the Contract Owner can move the money to any of the other investment options.
- **Dollar Cost Averaging Rate** – From time to time, Nationwide may offer a more favorable rate for an initial purchase payment into a new contract when used in conjunction with a Dollar Cost Averaging program. Rates will vary depending on the Dollar Cost Averaging program elected (see *Contract Owner Services*).

All of these rates are subject to change on a daily basis; however, once applied to the Fixed Account, the interest rates are guaranteed until the end of the calendar quarter during which the 12-month anniversary of the Fixed Account allocation occurs.

Credited interest rates are annualized rates – the effective yield of interest over a one-year period. Interest is credited to each contract on a daily basis. As a result, the credited interest rate is compounded daily to achieve the stated effective yield.

The guaranteed rate for any purchase payment will be effective for not less than 12 months. Nationwide guarantees that the rate will not be less than the minimum interest rate required by applicable state law. Any interest in excess of the minimum interest rate required by applicable state law will be credited to Fixed Account allocations at Nationwide's sole discretion.

Nationwide guarantees that the value of Fixed Account allocations will not be less than the amount of the purchase payments allocated to the Fixed Account, plus interest credited as described above, less any withdrawals and any applicable charges including CDSC.

Fixed Account Interest Rate Guarantee Period

The Fixed Account interest rate guarantee period is the period of time that the Fixed Account interest rate is guaranteed to remain the same. During a Fixed Account interest rate guarantee period, transfers cannot be made from the Fixed Account, and amounts transferred to the Fixed Account must remain on deposit.

For new purchase payments allocated to the Fixed Account and transfers to the Fixed Account, the Fixed Account interest rate guarantee period begins on the date of deposit or transfer and ends on the one-year anniversary of the deposit or transfer. The guaranteed interest rate period may last for up to three months beyond the one-year anniversary because guaranteed terms end on the last day of a calendar quarter.

Fixed Account Charges Assessed for Certain Optional Benefits

All interest rates credited to the Fixed Account will be determined as previously described. However, for contracts with certain optional benefits elected, a charge is assessed to assets allocated to the Fixed Account by reducing the interest crediting rate. Consequently, the charge assessed for the optional benefit will result in a lower credited interest rate (reduced by the amount of the charge).

- The Beneficiary Protector II Option has a Fixed Account charge equal to 0.35%.
- The 3% Extra Value Option has a Fixed Account charge equal to 0.10% for the first eight Contract Years.
- The 4% Extra Value Option has a Fixed Account charge equal to 0.25% for the first eight Contract Years.
- The 5% Extra Value Option (non-New York) has a Fixed Account charge equal to 0.45% for the first eight Contract Years.
- The 5% Extra Value Option (New York) has a Fixed Account charge equal to 0.55% for the first seven Contract Years.

Even if the credited interest rate is reduced by an optional benefit charge, Nationwide guarantees that the interest rate credited to any assets in the Fixed Account will never be less than the minimum interest rate required by applicable state law.

Contacting the Service Center

All inquiries, paperwork, information requests, service requests, and transaction requests should be made to the Service Center:

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182021, Columbus, Ohio 43218-2021
- by fax at 1-888-634-4472
- by Internet at www.nationwide.com.

Nationwide reserves the right to restrict or remove the ability to submit service requests via Internet, phone, or fax upon written notice.

Not all methods of communication are available for all types of requests. To determine which methods are permitted for a particular request, refer to the specific transaction provision in this prospectus or call the Service Center. Requests submitted by means other than described in this prospectus could be returned or delayed.

Service and transaction requests will generally be processed on the Valuation Date they are received at the Service Center as long as the request is in good order. Good order generally means that all necessary information to process the request is complete and in a form acceptable to Nationwide. If a request is not in good order, Nationwide will take reasonable actions to obtain the information necessary to process the request. Requests that are not in good order may be delayed or returned. Nationwide reserves the right to process any purchase payment or withdrawal request sent to a location other than the Service Center on the Valuation Date it is received at the Service Center. On any day the post office is closed, Nationwide is unable to retrieve service and transaction requests that are submitted by mail. This will result in a delay of the delivery of those requests to the Service Center.

Nationwide will use reasonable procedures to confirm that instructions are genuine and will not be liable for following instructions that it reasonably determined to be genuine. Nationwide may record telephone requests. Telephone and computer systems may not always be available. Any telephone system or computer can experience outages or slowdowns for a variety of reasons. The outages or slowdowns could prevent or delay processing. Although Nationwide has taken precautions to support heavy use, it is still possible to incur an outage or delay. To avoid technical difficulties, submit transaction requests by mail.

The Contract in General

In order to comply with the USA PATRIOT Act and rules promulgated thereunder, Nationwide has implemented procedures designed to prevent contracts described in this prospectus from being used to facilitate money laundering or the financing of terrorist activities. If mandated under applicable law, Nationwide may be required to reject a purchase payment and/or block a Contract Owner's account and thereby refuse to process any request for transfers, withdrawals, surrenders, loans, or death benefits until instructions are received from the appropriate regulators. Nationwide may also be required to provide additional information about a Contract Owner or a Contract Owner's account to governmental regulators.

Due to state law variations, the options and benefits described in this prospectus may vary or may not be available depending on the state in which the contract is issued. Possible state law variations include, but are not limited to, minimum initial and subsequent purchase payment amounts, investment options, age issuance limitations, availability of certain optional benefits, free look rights, annuity payment options, transfer rights, ownership and interests in the contract, assignment, death benefit calculations, and CDSC-free withdrawal privileges. This prospectus describes all the material features of the contract. State variations are subject to change without notice at any time. To review a copy of the contract and any endorsements, contact the Service Center.

If the contract described in this prospectus is replacing another variable annuity, the mortality tables used to determine the amount of annuity payments for this contract may be less favorable than those in the contract being replaced. Additionally, upon replacement, all benefits accrued under the replaced contract are forfeited.

Nationwide will not contest the contract.

Nationwide will not pay insurance proceeds directly to minors. Contact a legal advisor for options to facilitate the timely availability of monies intended for a minor's benefit.

The annuity described in this prospectus is intended to provide benefits to a single individual and his/her beneficiaries. It is not intended to be used by institutional investors, in connection with other Nationwide contracts that have the same Annuitant, or in connection with other Nationwide contracts that have different Annuitants, but the same Contract Owner. If Nationwide determines that the risks it intended to assume in issuing the contract have been altered by misusing the contract as described above, Nationwide reserves the right to take any action it deems necessary to reduce or eliminate the altered risk. Nationwide also reserves the right to take any action it deems necessary to reduce or eliminate altered risk resulting from materially false, misleading, incomplete, or otherwise deficient information provided by the Contract Owner.

These contracts are offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for any of the contractual insurance benefits and features guaranteed under the contracts. *These guarantees are the sole responsibility of Nationwide.*

In general, deferred variable annuities are long-term investments; they are not intended as short-term investments. The contracts associated with this prospectus are not intended to be sold to a terminally ill Contract Owner or Annuitant. Accordingly, Nationwide has designed the contract to offer features, pricing, and investment options that encourage long-term ownership. It is very important that Contract Owners and prospective purchasers understand all the costs associated with owning a contract, and if and how those costs change during the lifetime of the contract. Contract charges may not be the same in later Contract Years as they are in early Contract Years. The various contract charges are assessed to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

Cybersecurity

Nationwide's businesses are highly dependent upon its computer systems and those of its business partners. This makes Nationwide potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include direct risks, such as theft, misuse, corruption, and destruction of data maintained by Nationwide, and indirect risks, such as denial of service, attacks on service provider websites and other operational disruptions that impede Nationwide's ability to electronically interact with service providers. Cyber-attacks affecting Nationwide, the underlying mutual funds, intermediaries, and other service providers may adversely affect Nationwide and Contract Values. In connection with any such cyber-attack, Nationwide and/or its service providers and intermediaries may be subject to regulatory fines and financial losses and/or reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying mutual funds invest, which may cause the underlying mutual funds to lose value. Although Nationwide undertakes substantial efforts to protect its computer systems from cyber-attacks, including internal processes and technological defenses that are preventative or detective, and other controls designed to provide multiple layers of security assurance, there can be no guarantee that Nationwide, its service providers, or the underlying mutual funds will avoid losses affecting contracts due to cyber-attacks or information security breaches in the future.

In the event that Contract Values are adversely affected as a result of the failure of Nationwide's cybersecurity controls, Nationwide will take reasonable steps to restore Contract Values to the levels that they would have been had the cyber-attack not occurred. Nationwide will not, however, be responsible for any adverse impact to Contract Values that result from the Contract Owner or its designee's negligent acts or failure to use reasonably appropriate safeguards to protect against cyber-attacks.

Reservation of Rights

In addition to rights that Nationwide specifically reserves elsewhere in this prospectus, Nationwide reserves the right, subject to any applicable regulatory approvals, to perform any or all of the following:

- close Sub-Accounts to additional purchase payments on existing contracts or close Sub-Accounts for contracts purchased on or after specified dates. Changes of this nature will be made as directed by the underlying mutual funds or because Nationwide determines that the underlying mutual fund is no longer suitable (see *Identification of Underlying Mutual Funds*);
- make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other changes to the Securities and Exchange Commission's rules and regulations thereunder or interpretations thereof;

- make any changes necessary to maintain the status of the contracts as annuities under the Internal Revenue Code;
- make any changes required by federal or state laws with respect to annuity contracts; and
- suspend or discontinue sale of the contracts. The decision to suspend or discontinue sale of the contracts is made at Nationwide's discretion. Any decision of this nature would not impact current Contract Owners.

Contract Owners will be notified of any resulting changes by way of a supplement to the prospectus.

Following is a discussion of some relevant factors that may be of particular interest to prospective investors.

Distribution, Promotional, and Sales Expenses

Nationwide pays commissions to the firms that sell the contracts. The maximum gross commission that Nationwide will pay on the sale of the contracts is 8.00% of purchase payments. **Note:** The individual financial professionals typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as "trails" or "residuals"), or a combination of the two.

In addition to or partially in lieu of commission, and to the extent permitted by SEC and FINRA rules and other applicable laws and regulations, Nationwide may also pay the selling firms a marketing allowance, which is based on the firm's ability and demonstrated willingness to promote and market Nationwide's products. How any marketing allowance is spent is determined by the firm, but generally will be used to finance firm activities that may contribute to the promotion and marketing of Nationwide's products, which may include but not be limited to providing conferences or seminars, sales or training programs, advertising and sales campaigns regarding the contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms.

Nationwide may also host training and/or educational meetings including the cost of travel, accommodations and meals for firms that sell the contracts as well as assist such firms with marketing or advertisement costs.

For more information on the exact compensation arrangement associated with this contract, consult your financial professional.

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

The underlying mutual funds incur expenses each time they sell, administer, or redeem their shares. The Variable Account aggregates Contract Owner purchase, redemption, and transfer requests and submits net or aggregated purchase/redemption requests to each underlying mutual fund on each Valuation Date. The Variable Account (not the Contract Owners) is the underlying mutual fund shareholder. When the Variable Account aggregates transactions, the underlying mutual fund does not incur the expense of processing individual transactions it would normally incur if it sold its shares directly to the public. Nationwide incurs these expenses instead.

Nationwide also incurs the distribution costs of selling the contract (as discussed above), which benefit the underlying mutual funds by providing Contract Owners with Sub-Account options that correspond to the underlying mutual funds.

An investment adviser or subadviser of an underlying mutual fund or its affiliates may provide Nationwide or its affiliates with wholesaling services that assist in the distribution of the contract and may pay Nationwide or its affiliates to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the contract.

Types of Payments Nationwide Receives

In light of the above, the underlying mutual funds and their affiliates make certain payments to Nationwide or its affiliates (the "payments"). The amount of these payments is typically based on a percentage of assets invested in the underlying mutual funds attributable to the contracts and other variable contracts Nationwide and its affiliates issue, but in some cases may involve a flat fee. These payments are made for various purposes, including payments for the services provided and expenses incurred by the Nationwide companies in promoting, marketing and administering the contracts and underlying funds. Nationwide may realize a profit on the payments received.

Nationwide or its affiliates receive the following types of payments:

- Underlying mutual fund 12b-1 fees, which are deducted from underlying mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the underlying mutual fund, which may be deducted from underlying mutual fund assets; and
- Payments by an underlying mutual fund's adviser or subadviser (or its affiliates), from their own revenues. Such payments are not from underlying mutual fund assets. However, the revenues from which such payments are made may be derived from advisory fees, which are deducted from underlying mutual fund assets and are reflected in mutual fund charges.

Furthermore, Nationwide benefits from assets invested in Nationwide's affiliated underlying mutual funds (*i.e.*, Nationwide Variable Insurance Trust) because its affiliates also receive compensation from the underlying mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services provided. Thus, Nationwide may receive more revenue with respect to affiliated underlying mutual funds than unaffiliated underlying mutual funds.

Nationwide took into consideration the anticipated mutual fund service fee payments from the underlying mutual funds when it determined the charges imposed under the contracts (apart from fees and expenses imposed by the underlying mutual funds). Without these mutual fund service fee payments, Nationwide would have imposed higher charges under the contract.

Amount of Payments Nationwide Receives

For the year end December 31, 2019, the underlying mutual fund service fee payments Nationwide and its affiliates received from the underlying mutual funds did not exceed 0.75% (as a percentage of the average Daily Net Assets invested in the underlying mutual funds) offered through the contract or other variable contracts that Nationwide and its affiliates issue. Payments from investment advisers or subadvisers to participate in educational and/or marketing activities have not been taken into account in this percentage.

Most underlying mutual funds or their affiliates have agreed to make payments to Nationwide or its affiliates, although the applicable percentages may vary from underlying mutual fund to underlying mutual fund and some may not make any payments at all. Because the amount of the actual payments Nationwide and its affiliates receive depends on the assets of the underlying mutual funds attributable to the contract, Nationwide and its affiliates may receive higher payments from underlying mutual funds with lower percentages (but greater assets) than from underlying mutual funds that have higher percentages (but fewer assets).

For contracts owned by an employer sponsored retirement plan subject to ERISA, upon a plan trustee's request, Nationwide will provide a best estimate of plan-specific, aggregate data regarding the amount of underlying mutual fund service fee payments Nationwide received in connection with the plan's investments either for the previous calendar year or plan year, if the plan year is not the same as the calendar year.

Identification of Underlying Mutual Funds

Nationwide may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, risk characteristics, investment capabilities, experience and resources, investment consistency, fund expenses, asset class coverage, the alignment of the investment objectives of the underlying mutual fund with Nationwide's hedging strategy, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, and the capability and qualification of each investment firm. Other factors Nationwide may consider during the identification process are: whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate; whether the underlying mutual fund or its service providers (e.g. the investment adviser or subadvisers), or its affiliates will make mutual fund service fee payments to Nationwide or its affiliates in connection with certain administrative, marketing, and support services; or whether affiliates of the underlying mutual fund can provide marketing and distribution support for sales of the contracts. For additional information on these arrangements, see *Types of Payments Nationwide Receives*. Nationwide reviews the funds periodically and may remove a fund or limit its availability to new contributions and/or transfers of account value if Nationwide determines that a fund no longer satisfies one or more of the selection criteria, and/or if the fund has not attracted significant allocations from Contract Owners.

Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.

There may be underlying mutual funds with lower fees and expenses, as well as other variable contracts that offer underlying mutual funds with lower fees and expenses. The purchaser should consider all of the fees and charges of the contract in relation to its features and benefits when making a decision to invest. **Note:** Higher contract and underlying mutual fund fees and expenses have a direct effect on and may lower investment performance.

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of three to five years from the contract's Annuity Commencement Date or the date Nationwide becomes informed that a death benefit is due and payable. For example, if the payment of a death benefit has been triggered, but, if after a thorough search, Nationwide is still unable to locate the beneficiary of the death benefit, or the beneficiary does not come forward to claim the death benefit in a timely manner, the death benefit will be surrendered and placed in a non-interest bearing account. While in the non-interest bearing account, Nationwide will continue to perform due diligence required by state law. Once the state mandated period has expired, Nationwide will escheat the death benefit to the abandoned property division or unclaimed property office of the state in which the beneficiary or the Contract Owner last resided, as shown on Nationwide's books and records, or to Ohio, Nationwide's state of domicile. If a claim is subsequently made, the state is obligated to pay any such amount (without interest) to the designated recipient upon presentation of proper documentation.

To prevent escheatment, it is important to update beneficiary designations - including complete names, complete addresses, phone numbers, and social security numbers - as they change. Such updates should be sent to the Service Center.

Profitability

Nationwide does consider profitability when determining the charges in the contract. In early Contract Years, Nationwide does not anticipate earning a profit, since that is a time when administrative and distribution expenses are typically higher. Nationwide does, however, anticipate earning a profit in later Contract Years. In general, Nationwide's profit will be greater the higher the investment return and the longer the contract is held.

Contract Modification

Nationwide may modify the contract, but no modification will affect the amount or term of any contract unless a modification is required to conform the contract to applicable federal or state law. No modification will affect the method by which Contract Value is determined.

Standard Charges and Deductions

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.35% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contingent Deferred Sales Charge

No sales charge deduction is made from purchase payments upon deposit into the contract. However, if any part of the contract is withdrawn, Nationwide may deduct a CDSC. The CDSC will not exceed 8% of purchase payments withdrawn.

The CDSC is calculated by multiplying the applicable CDSC percentage (noted in the following table) by the amount of purchase payments withdrawn. For purposes of calculating the CDSC, withdrawals are considered to come first from the oldest purchase payment made to the contract, then the next oldest purchase payment, and so forth. CDSC provisions vary by state. Refer to the contract for state specific information.

The CDSC applies as follows:

<u>Number of Completed Years from Date of Purchase Payment</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8+</u>
CDSC Percentage	8%	7%	6%	5%	4%	3%	2%	1%	0%

Earnings are not subject to the CDSC, but may not be distributed prior to the distribution of all purchase payments. (For tax purposes, a withdrawal is usually treated as a withdrawal of earnings first.)

The CDSC is used to cover sales expenses, including commissions, production of sales material, and other promotional expenses. If expenses are greater than the CDSC, the shortfall will be made up from Nationwide's general assets, which may indirectly include portions of the Variable Account charges, since Nationwide may generate a profit from these charges.

All or a portion of any withdrawal may be subject to federal income taxes. Contract Owners taking withdrawals before age 59½ may be subject to a 10% penalty tax.

Additional purchase payments made to the contract after receiving the benefit of the Spousal Protection Feature are subject to the same CDSC provisions that were applicable prior to receiving the benefit of the Spousal Protection Feature. However, no CDSC will apply to purchase payments made prior to the death of the first spouse.

Waiver of Contingent Deferred Sales Charge

The maximum amount that can be withdrawn annually without a CDSC is the greatest of:

- (1) 15% of the net difference of purchase payments that are subject to CDSC minus purchase payments previously withdrawn that were subject to CDSC;
- (2) any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code; or
- (3) for those contracts with the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, withdrawals up to the annual benefit amount.

This CDSC-free withdrawal privilege is non-cumulative. Free amounts not taken during any given Contract Year cannot be taken as free amounts in a subsequent Contract Year.

Note: CDSC-free withdrawals do not count as "purchase payments previously withdrawn that were subject to CDSC" and, therefore, do not reduce the amount used to calculate subsequent CDSC-free withdrawal amounts.

In addition, no CDSC will be deducted:

- (1) upon the annuitization of contracts which have been in force for at least two years;
- (2) upon payment of a death benefit; or
- (3) from any values which have been held under a contract for at least seven or eight years (four years if the L Schedule Option is elected).

No CDSC applies to transfers between or among the various investment options in the contract.

If the Contract Owner elected the C Share Option, no CDSC will be assessed on amounts withdrawn from the contract.

A contract held by a Charitable Remainder Trust (within the meaning of Internal Revenue Code Section 664) may withdraw the greater of (i) the amount available under the CDSC-free withdrawal privilege described above, and (ii) the difference between:

- (a) the Contract Value at the close of the day prior to the date of the withdrawal; and
- (b) the total purchase payments made to the contract as of the date of the withdrawal (less an adjustment for amounts previously withdrawn).

The CDSC will not be eliminated if to do so would be unfairly discriminatory or prohibited by state law.

The CDSC-free withdrawal privilege does not apply to full surrenders of the contract. For purposes of the CDSC-free withdrawal privilege, a full surrender is:

- multiple withdrawals taken within a Contract Year that deplete the entire Contract Value; or
- any single net withdrawal of 90% or more of the Contract Value.

Long-Term Care/Nursing Home and Terminal Illness Waiver

The contract includes a Long-Term Care/Nursing Home and Terminal Illness Waiver at no additional charge. This benefit may not be available in every state.

Under this provision, no CDSC will be charged if:

- (1) the third Contract Anniversary has passed and the Contract Owner has been confined to a long-term care facility or hospital for a continuous 90-day period that began after the contract issue date; or
- (2) the Contract Owner has been diagnosed by a physician at any time after contract issuance to have a terminal illness and Nationwide receives and records a letter from that physician indicating such diagnosis.

Written notice and proof of terminal illness or confinement for 90 days in a hospital or long-term care facility must be received in a form satisfactory to Nationwide and recorded at the Service Center prior to waiver of the CDSC.

In the case of joint ownership, the waivers will apply if either joint owner meets the qualifications listed above.

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

Note: The benefit associated with this feature is the waiver of CDSC under certain circumstances. This feature is not intended to provide or imply that the contract provides long-term care or nursing home insurance coverage.

Premium Taxes

Nationwide will charge against the Contract Value any premium taxes levied by a state or other government entity. Premium tax rates currently range from 0% to 5% and vary from state to state. This range is subject to change. Nationwide will assess premium taxes to the contract at the time Nationwide is assessed the premium taxes by the state. **Premium taxes may be deducted from death benefit proceeds.**

Optional Contract Benefits, Charges, and Deductions

For an additional charge, the following optional benefits are available to applicants. Not all optional benefits are available in every state.

Death Benefit Options

For an additional charge, the applicant may elect one of the following death benefit options in lieu of the standard death benefit.

One-Month Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The One-Month Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.30% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. The Combination Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit Option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The Combination Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit II Option

For an additional charge at an annualized rate of 0.45% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit II Option. The Combination Enhanced Death Benefit II Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

The Combination Enhanced Death Benefit II Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

CDSC Options

L Schedule Option

Prior to May 1, 2009, Contract Owners could elect the L Schedule Option, which reduces the standard CDSC schedule (the B Schedule) to a four-year CDSC schedule. The L Schedule Option must be elected at the time of application, and the option is irrevocable. In exchange, Nationwide assesses a charge at an annualized rate of 0.20% of the Daily Net Assets. The charge for this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and is assessed before and after annuitization (for the life of the contract). Nationwide may realize a profit from the charge assessed for this option.

The CDSC applies as follows:

Number of Completed Years from Date of Purchase Payment	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4+</u>
CDSC Percentage	7%	6%	5%	4%	0%

C Schedule Option

Prior to May 1, 2009, Contract Owners could elect the C Schedule Option, which eliminates the standard CDSC schedule (the B Schedule) from the contract. The C Schedule Option must be elected at the time of application, and the option is irrevocable. In exchange, Nationwide assesses a charge at an annualized rate of 0.25% of the Daily Net Assets. The charge for this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and is assessed before and after annuitization (for the life of the contract). Nationwide may realize a profit from the charge assessed for this option. Election of the C Schedule Option eliminates the Fixed Account as an investment option under the contract, and eliminates Enhanced Fixed Account Dollar Cost Averaging as a Contract Owner service.

Extra Value Options

Applicants should be aware of the following prior to electing an Extra Value Option:

- Nationwide may make a profit from the Extra Value Option charge.
- Because the Extra Value Option charge will be assessed against the entire Contract Value for the first seven or eight Contract Years, Contract Owners who anticipate making additional purchase payments after the first Contract Year (which will not receive the Extra Value Option credit(s) but will be assessed the Extra Value Option charge) should carefully examine the Extra Value Option and consult their financial professional regarding its desirability.
- Nationwide may take back or "recapture" all or part of the amount credited under the Extra Value Option in the event of early withdrawals, including revocation of the contract during the contractual free-look period.
- If the market declines during the period that the Extra Value Option credit(s) is subject to recapture, the amount subject to recapture could decrease the amount of Contract Value available for withdrawal.
- The cost of the Extra Value Option and the recapture of the credits (in the event of a withdrawal) could exceed any benefit of receiving the Extra Value Option credits.
- Under certain circumstances, Nationwide may restrict the allocation of purchase payments to the Fixed Account when the Contract Owner elects or has elected an Extra Value Option. These restrictions may be imposed at Nationwide's discretion when economic conditions are such that Nationwide is unable to recoup the cost of providing the up-front Extra Value Option credits.
- Nationwide believes that an Extra Value Option, even after the direct and indirect costs associated with the option, will benefit the majority of Contract Owners. However, if an Extra Value Option is elected, the individual financial professional and his/her firm will receive less commission. Consult your individual financial professional for further information.

An Extra Value Option may not be elected if either the CPPLI Option or a Nationwide Lifetime Income Rider is elected.

3% Extra Value Option

Applicants can elect the 3% Extra Value Option, in which case Nationwide will apply a credit to the contract equal to 3% of each purchase payment made to the contract for the first 12 months the contract is in force. The 3% Extra Value Option must be elected at the time of application, and the option is irrevocable. This credit, which is funded from Nationwide's General Account, will be allocated among the Sub-Accounts, the Fixed Account, and the GTOs in the same proportion that the purchase payment is allocated to the contract. For purposes of all benefits and taxes under these contracts, credits are considered earnings, not purchase payments.

In exchange, Nationwide will assess an additional charge at an annualized rate of 0.10% of the Daily Net Assets for the first eight Contract Years. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation.

In addition, allocations made to the Fixed Account and the GTOs will be assessed a fee of 0.10%.

4% Extra Value Option

Applicants can elect the 4% Extra Value Option, in which case Nationwide will apply a credit to the contract equal to 4% of each purchase payment made to the contract for the first 12 months the contract is in force. The 4% Extra Value Option must be elected at the time of application, and the option is irrevocable. This credit, which is funded from Nationwide's General Account, will be allocated among the Sub-Accounts, the Fixed Account, and the GTOs in the same proportion that the purchase payment is allocated to the contract. For purposes of all benefits and taxes under these contracts, credits are considered earnings, not purchase payments.

In exchange, Nationwide will assess an additional charge at an annualized rate of 0.25% of the Daily Net Assets for the first eight Contract Years. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation.

In addition, allocations made to the Fixed Account and the GTOs will be assessed a fee of 0.25%.

5% Extra Value Option (non-New York)

Applicants can elect the 5% Extra Value Option, in which case Nationwide will apply a credit to the contract equal to 5% of each purchase payment made to the contract for the first 12 months the contract is in force. This option must be elected at the time of application, and the option is irrevocable. This option is not available for contracts issued in the State of New

York. The credit, which is funded from Nationwide's General Account, will be allocated among the Sub-Accounts, the Fixed Account, and/or the GTOs in the same proportion that the purchase payment is allocated to the contract. For purposes of all benefits and taxes under these contracts, credits are considered earnings, not purchase payments.

In exchange, Nationwide will assess an additional charge at an annualized rate of 0.45% of the Daily Net Assets. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation. In addition, allocations made to the Fixed Account and the GTOs will be assessed a fee of 0.45%. After the end of eight Contract Years, Nationwide will discontinue assessing the charges associated with the 5% Extra Value Option and the amount credited under this option will be fully vested.

5% Extra Value Option (New York)

Applicants can elect the 5% Extra Value Option (New York), in which case Nationwide will apply a credit to the contract equal to 5% of each purchase payment made to the contract for the first 12 months the contract is in force. This option must be elected at the time of application, and the option is irrevocable. This option is only available for contracts issued in the State of New York. The credit, which is funded from Nationwide's General Account, will be allocated among the Sub-Accounts, the Fixed Account, and/or the GTOs in the same proportion that the purchase payment is allocated to the contract. For purposes of all benefits and taxes under these contracts, credits are considered earnings, not purchase payments.

In exchange, Nationwide will assess an additional charge at an annualized rate of 0.55% of the Daily Net Assets. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation. In addition, allocations made to the Fixed Account and the GTOs will be assessed a fee of 0.55%. After the end of seven Contract Years, Nationwide will discontinue assessing the charges associated with the the 5% Extra Value Option (New York) and the amount credited under this option will be fully vested.

Recapture of Extra Value Option Credits

For contracts issued on or after May 1, 2010, Nationwide will not recapture credits except as provided in the *Recapture Resulting from Exercising Free-Look Privilege* section.

For contracts issued before May 1, 2010, Nationwide will recapture amounts credited to the contract in connection with an Extra Value Option if:

- (a) the Contract Owner cancels the contract pursuant to the free look provision;
- (b) the Contract Owner takes a full withdrawal before the end of seven Contract Years; or
- (c) the Contract Owner takes a partial withdrawal that is subject to a CDSC or would be subject to a CDSC under the B Schedule before the end of seven Contract Years.

The amount of the Extra Value Option credit recaptured is determined based on a vesting schedule. The longer a Contract Owner waits to withdraw value from the contract, the smaller the amount of the credit that Nationwide will recapture. Some state jurisdictions require a reduced recapture schedule. Refer to the contract for state specific information.

Contract Owners should carefully consider the consequences of taking a withdrawal that subjects part or all of the credit to recapture. If Contract Value decreases due to poor market performance, the recapture provisions could decrease the amount of Contract Value available for withdrawal. In other words, the dollar amount of the credit Nationwide recaptures will remain the same, but this amount may be a higher percentage of the total Contract Value after a market decline.

Nationwide will not recapture credits under the Extra Value Option under any of the following circumstances:

- If the withdrawal is not subject to a CDSC or would not be subject to a CDSC under the B Schedule;
- If the distribution is taken as a result of a death, annuitization, or to meet minimum distribution requirements for this contract under the Internal Revenue Code; or
- If the withdrawal occurs after the end of seven Contract Years.

Recapture Resulting from Exercising Free-Look Privilege

If the Contract Owner cancels the contract pursuant to the free look provision, Nationwide will recapture the entire amount credited to the contract under this option. In those states that require the return of purchase payments for IRAs that are withdrawn pursuant to the free look right, Nationwide will recapture the entire amount credited to the contract under this

option, but under no circumstances will the amount returned be less than the purchase payments made to the contract. In those states that allow a return of Contract Value, the Contract Owner will retain any earnings attributable to the amount credited, but all losses attributable to the amount credited will be incurred by Nationwide.

Recapture Resulting from a Full Withdrawal

For contracts issued on or after May 1, 2010, Nationwide will not recapture amounts credited to the contract, except as provided in the *Recapture Resulting from Exercising Free-Look Privilege* section.

For contracts issued before May 1, 2010, with the 3% Extra Value Option or the 4% Extra Value Option, if the Contract Owner takes a full withdrawal of the contract before the end of the seventh Contract Year, Nationwide will recapture the entire amount credited to the contract under the option.

For contracts issued before May 1, 2010, with the 5% Extra Value Option or the 5% Extra Value Option (New York), if the Contract Owner takes a full withdrawal of contract before the end of the seventh Contract Year, Nationwide will recapture part or all of the amount credited to the contract under the option, according to the following vesting/recapture schedule:

Vesting and Recapture Schedule for the 5% Extra Value Option and the 5% Extra Value Option (New York)

<u>Contract Year</u>	<u>Credit Percentage Vested</u>	<u>Credit Percentage Subject to Recapture</u>
1	0%	5% (or all of the credit)
2	0.25%	4.75% (or 95% of the credit)
3	1%	4% (or 80% of the credit)
4	1%	4% (or 80% of the credit)
5	1%	4% (or 80% of the credit)
6	1%	4% (or 80% of the credit)
7	1%	4% (or 80% of the credit)
8 and thereafter	5% (fully vested)	0%

For example, Ms. R, who elected the 5% Extra Value Option, makes a \$100,000 initial deposit into her contract and receives a 5% credit of \$5,000. In Contract Year four, Ms. R takes a full withdrawal. For the recapture calculation, Nationwide will multiply the initial \$100,000 by 4% (refer to the vesting/recapture schedule) to get the portion of the original credit that Nationwide will recapture. Thus, the amount of the original credit recaptured as a result of the full withdrawal is \$4,000.

Recapture Resulting from a Partial Surrender

For contracts issued on or after May 1, 2010, Nationwide will not recapture amounts credited to the contract, except as provided in the *Recapture Resulting from Exercising Free-Look Privilege* section.

For contracts issued before May 1, 2010, with the 3% Extra Value Option or the 4% Extra Value Option, if the Contract Owner takes a partial surrender before the end of the seventh Contract Year that is subject to CDSC or would be subject to a CDSC under the B Schedule, Nationwide will recapture a proportional part of the amount credited to the contract under this option.

For example, Mr. X, who elected the 3% Extra Value Option, makes a \$100,000 initial deposit to his contract and receives a 3% credit of \$3,000. In Contract Year 2, Mr. X takes a \$20,000 withdrawal. Under the contract Mr. X is entitled to take 15% of purchase payments free of CDSC. Thus, he can take $(\$100,000 \times 15\%) = \$15,000$ without incurring a CDSC. That leaves \$5,000 of the withdrawal subject to a CDSC. For the recapture calculation, Nationwide will multiply that \$5,000 by 3% to get the portion of the original credit that Nationwide will recapture. Thus, the amount of the original credit recaptured as a result of the \$20,000 partial withdrawal is \$150.

The amount recaptured will be taken from the Sub-Accounts, the Fixed Account and/or the Guaranteed Term Options in the same proportion that purchase payments are allocated as of the withdrawal date.

For contracts issued before May 1, 2010, with the 5% Extra Value Option or the 5% Extra Value Option (New York), if the Contract Owner takes a partial withdrawal from the contract before the end of the seventh Contract Year, Nationwide will recapture a proportional part of the amount credited to the contract under the option, depending on when the withdrawal is taken, according to the vesting/recapture schedule described previously.

Beneficiary Protector II Option

The Beneficiary Protector II Option provides that upon the death of the Annuitant (and potentially, the Co-Annuitant, if one is named), and in addition to any death benefit payable, Nationwide will credit an additional amount to the contract (the "benefit"). This benefit would be advantageous if the Contract Owner anticipates the assessment of taxes in connection with the payment of the death benefit proceeds. Nationwide makes no assurances that the benefit associated with this option will offset all taxes. In addition, the Beneficiary Protector II Option will not provide a benefit if there are no earnings in connection with the payment of the death benefit proceeds. Consult a qualified tax advisor.

The amount of the benefit depends on the Annuitant's age at the time of application and, if applicable, the Co-Annuitant's age at the time of the first Annuitant's death.

The charge associated with the Beneficiary Protector II Option is equal to an annualized rate of 0.35% of the Daily Net Assets, calculated and deducted daily as part of the Accumulation Unit value calculation. In addition, allocations to the Fixed Account and the Guaranteed Term Options will be assessed a fee of 0.35%. The charge will be assessed until the earlier of annuitization or after all applicable benefits have been credited to the contract, as described below. Nationwide may realize a profit from the charge assessed for this option. The Beneficiary Protector II Option must be elected at the time of application, and the option is irrevocable. The Beneficiary Protector II Option is only available for contracts with Annuitants age 75 or younger at the time of application.

After the death of the last surviving Annuitant or after all applicable benefits have been credited to the contract, the charge associated with the Beneficiary Protector II Option will be removed and the beneficiary may:

- (a) take distribution of the contract in the form of the death benefit or required distributions as applicable; or
- (b) if the beneficiary is the deceased Annuitant's surviving spouse, continue the contract as the Contract Owner or new beneficial Contract Owner, and subject to any mandatory distribution rules.

Calculation of the First Benefit

The formula for determining the first benefit, which is paid upon the first Annuitant's death, is as follows:

$$\text{Earnings Percentage} \times \text{Adjusted Earnings}$$

If the Annuitant is age 70 or younger at the time of application, the Earnings Percentage will be 40%. If the Annuitant is age 71 through age 75 at the time of application, the Earnings Percentage will be 25%.

Adjusted Earnings = (a) – (b); where:

- a = the Contract Value on the date the death benefit is calculated and prior to any death benefit calculation; and
- b = purchase payments, proportionally adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce purchase payments in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

There is a limit on the amount of Adjusted Earnings used in the first benefit calculation.

Maximum Adjusted Earnings = 200% of the total of all purchase payments that were applied to the contract more than 12 months before the date of the Annuitant's death (if there are Co-Annuitants, then the date of death of the first Co-Annuitant to die) proportionally adjusted for any and all withdrawals taken before the Annuitant's death.

If there is no Co-Annuitant named, the benefit will be paid in addition to the death benefit.

If there is a Co-Annuitant named, the benefit will be credited to the contract. The Beneficiary Protector II Option will remain on the contract (including the associated charge) until the death of the Co-Annuitant.

Calculation of the Second Benefit

If a Co-Annuitant is named under the contract, a second benefit will be paid upon the death of the Co-Annuitant if the Co-Annuitant is age 75 or younger at the date of the first Annuitant's death. If the Co-Annuitant is older than age 75 at the date of the first Annuitant's death, no second benefit will be paid and the charge associated with the Beneficiary Protector II Option will be removed.

The calculation of the second benefit will be based on earnings to the contract after the first benefit was calculated. The formula for calculating the second benefit is as follows:

$$\text{Earnings Percentage} \times \text{Adjusted Earnings from the Date of the First Benefit}$$

If the Co-Annuitant is age 70 or younger at the time of the first Annuitant's death, the Earnings Percentage will be 40%. If the Co-Annuitant is age 71 through age 75 at the time of the first Annuitant's death, the Earnings Percentage will be 25%.

Adjusted Earnings from the Date of the First Benefit = (a) – (b) – (c), where:

- a = Contract Value on the date the second death benefit is calculated (before the second death benefit is calculated);
- b = the Contract Value on the date the first benefit and the first death benefit were calculated (after the first benefit and the first death benefit were applied), proportionately adjusted for withdrawals; and
- c = purchase payments made after the first benefit was applied, proportionately adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce the beginning Contract Value and purchase payments in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

There is a limit on the amount of Adjusted Earnings from the Date of the First Benefit used in the second benefit calculation.

Maximum Adjusted Earnings from the Date of the First Benefit = 200% of the total of all purchase payments that were applied to the contract more than 12 months before the date of the Co-Annuitant's death (regardless of the date of the first Annuitant's death), proportionally adjusted for any and all withdrawals taken from the contract.

After the second benefit is applied, the charge associated with the Beneficiary Protector II Option will be removed.

How the Benefit is Allocated

Any amounts credited to the contract pursuant to the Beneficiary Protector II Option will be allocated among the investment options in the same proportion as each purchase payment is allocated to the contract on the date the benefit is applied.

Capital Preservation Plus Option

The Capital Preservation Plus "CPP" Option provides a "return of principal" guarantee over an elected period of time (3, 5, 7, or 10 years – the "program period"). Effective May 1, 2011, the only program period available is the 10-year program period; program periods of other durations that were elected prior to May 1, 2011 will continue unchanged to the end of the current program period. Contract Value at the end of the program period will be no less than Contract Value at the beginning of the period, regardless of market performance. Note, however, that surrenders or contract charges that are deducted from the contract will reduce the value of the guarantee proportionally.

The guarantee is conditioned upon the allocation of Contract Value between two investment components:

- (1) A Guaranteed Term Option corresponding to the length of the elected program period;
- (2) Non-Guaranteed Term Option allocations, which consist of the Fixed Account and a limited list of investment options.

In some state jurisdictions, Nationwide uses Target Term Options instead of Guaranteed Term Options in connection with the Capital Preservation Plus Option. For all material purposes, Guaranteed Term Options and Target Term Options are the same. All references to Guaranteed Term Options in relation to the Capital Preservation Plus Option will also mean Target Term Options (in applicable jurisdictions). Refer to the prospectus for the Guaranteed Term Options for more information.

At the beginning of each program period, Nationwide will specify the percentage of the Contract Value that must be allocated to each of these two general components. Generally, when interest rates are higher, a greater portion of the Contract Value will be made available for allocation among Sub-Accounts; when interest rates are lower, lesser portions may be made available for allocation among Sub-Accounts. Also, longer program periods will typically permit greater allocations to the Sub-Accounts. Other general economic factors and market conditions may affect these determinations as well.

Charges

The charge associated with the Capital Preservation Plus Option is equal to an annualized rate not to exceed 0.50% of the Daily Net Assets. Allocations to the Guaranteed Term Options will also be assessed a charge not to exceed 0.50%. Nationwide may realize a profit from the charge assessed for this option.

All charges associated with the Capital Preservation Plus Option will remain the same for the duration of the program period. When the program period ends or an elected Capital Preservation Plus Option is terminated, the charges associated with the option will no longer be assessed.

The Advantage of Capital Preservation Plus

Without electing the option, Contract Owners may be able to approximate (without replicating) the benefits of the Capital Preservation Plus Option. To do this, Contract Owners would have to determine how much of their Contract Value would need to be allocated to a Guaranteed Term Option so that the amount at maturity (principal plus interest attributable to the Guaranteed Term Option allocation) would approximate the original total investment. The balance of the Contract Value would be available to be allocated among the Fixed Account and a limited list of investment options. This represents an investment allocation strategy aimed at capital preservation.

Election of the Capital Preservation Plus Option, however, generally permits a higher percentage of the Contract Value to be allocated outside of the Guaranteed Term Options. This provides Contract Owners with a greater opportunity to benefit from market appreciation that is reflected in the Sub-Accounts' performance, while preserving the return of principal guarantee.

Availability

The Capital Preservation Plus Option is only available for election at the time of application until state approval is received for the Capital Preservation Plus Lifetime Income Option.

For contracts that already elected the Capital Preservation Plus Option, at the end of any Capital Preservation Plus program period or after terminating a Capital Preservation Plus Option, and if the Capital Preservation Plus Option is still available in the applicable jurisdiction, the Contract Owner may elect to participate in a new Capital Preservation Plus Option at the charges, rates and allocation percentages in effect at that point in time.

Enhanced Capital Preservation Plus Option

From time to time, Nationwide may offer an enhanced version of the Capital Preservation Plus Option. The enhanced Capital Preservation Plus Option costs the same as the standard Capital Preservation Plus Option and operates similarly. The distinction between the two options is that the enhanced version provides Contract Owners with a larger Non-Guaranteed Term Option component than would be available under the standard Capital Preservation Plus Option in exchange for stricter allocation restrictions on the Non-Guaranteed Term Option component. Contact the Service Center for the list of investment options available under this benefit. It is possible, under certain enhanced versions of the option, for a Contract Owner to have 100% of their investment allocated to the Non-Guaranteed Term Option component.

Conditions Associated with the Capital Preservation Plus Option

A Contract Owner with an outstanding loan may not elect the Capital Preservation Plus Option.

During the program period, the following conditions apply:

- If withdrawals are taken or contract charges are deducted from the Contract Value, the value of the guarantee will be reduced proportionally.
- Only one Capital Preservation Plus Option program may be in effect at any given time.
- No new purchase payments may be applied to the contract.
- Transfers between and among permitted investment options may not be submitted via Internet.
- Enhanced Fixed Account Dollar Cost Averaging is not available as a Contract Owner service.
- Nationwide will not permit loans to be taken from the contract.
- No optional benefit that assesses a charge to the Guaranteed Term Options may be added to the contract.
- If Annuitant dies and the Annuitant's spouse elects to continue the contract, the option will remain in effect and will continue until the end of the original program period.

If the contract is annuitized, surrendered, or liquidated for any reason prior to the end of the program period, all guarantees are terminated. A market value adjustment may apply to amounts transferred from a Guaranteed Term Option due to annuitization. A market value adjustment may apply to amounts withdrawn or transferred from a GTO and the withdrawal will be subject to the CDSC provisions of the contract.

After the end of the program period or after termination of the option the above conditions will no longer apply.

Investments During the Program Period

When the option is elected and after Nationwide receives all required information, Nationwide will declare the amount of the Contract Value that is available for allocation to the Non-Guaranteed Term Option component. The remainder of the Contract Value must be allocated to a Guaranteed Term Option, the length of which corresponds to the length of the program period elected by the Contract Owner.

Only certain investment options are available when a Contract Owner elects the Capital Preservation Plus Option. Nationwide selected the available investment options on the basis of certain risk factors associated with the underlying mutual fund's investment objective. The investment options that are unavailable were excluded on the basis of similar risk considerations.

The Fixed Account and the limited set of investment options are the only investment options available while the Capital Preservation Plus Option is elected. Contact the Service Center for the list of available investment options.

Election of the Capital Preservation Plus Option will not be effective unless and until Nationwide receives allocation instructions based on the limited set of investment options. Allocations to investment options other than those listed are not permitted during the program period.

Nationwide reserves the right to modify the list of available investment options upon written notice to Contract Owners. If an investment option is deleted from the list of available investment options, such deletion will not affect Capital Preservation Plus Option programs already in effect.

Withdrawals During the Program Period

If the Contract Owner takes a withdrawal, Nationwide will surrender Accumulation Units from the Sub-Accounts and an amount from the Fixed Account and the GTO in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise. Withdrawals may not be taken exclusively from the Guaranteed Term Option. The partial withdrawal will cause a proportional negative adjustment to the guarantee. A market value adjustment may apply to amounts withdrawn from the GTO and the withdrawal will be subject to the CDSC provisions of the contract.

Transfers During the Program Period

Transfers to and from the Guaranteed Term Option are not permitted during the program period.

Transfers between and among the permitted investment options are subject to the terms and conditions in the *Transfers Prior to Annuitization* provision. During the program period, transfers to investment options that are not included in the Capital Preservation Plus Option program are not permitted.

Terminating the Capital Preservation Plus Option

Once elected, the Capital Preservation Plus Option cannot be revoked, except as provided below.

If the Contract Owner elected a program period matching a 7-year Guaranteed Term Option, upon reaching the fifth Contract Anniversary, the Contract Owner may terminate the Capital Preservation Plus Option. Any termination instructions must be received at the Service Center within 60 days after the fifth Contract Anniversary.

If the Contract Owner elected a program period matching a 10-year Guaranteed Term Option, upon reaching the seventh Contract Anniversary, the Contract Owner may terminate the Capital Preservation Plus Option. Any termination instructions must be received at the Service Center within 60 days after the seventh Contract Anniversary.

If the Contract Owner terminates the Capital Preservation Plus Option as described above, the charges associated with the option will no longer be assessed, all guarantees associated with the option will terminate, the contract's investment allocations will remain the same as when the program was in effect (unless Nationwide is instructed otherwise), and all conditions associated with the Capital Preservation Plus Option are removed.

Fulfilling the Return of Principal Guarantee

At the end of the program period, if the Contract Value is less than the guaranteed amount, Nationwide will credit an amount to the contract so that the Contract Value equals the guaranteed amount. Amounts credited under this option are considered, for purposes of other benefits under this contract, earnings, not purchase payments. If the Contract Owner does not elect to begin a new Capital Preservation Plus Option program, the amount previously allocated to the Guaranteed Term Option and any amounts credited under the guarantee will be allocated to the money market Sub-Account.

Election of a New Capital Preservation Plus Option

At the end of any program period or after terminating a Capital Preservation Plus Option, the Contract Owner may elect to participate in a new Capital Preservation Plus Option program at the charges, rates and allocation percentages in effect at that point in time. Nationwide will communicate the ensuing program period end to the Contract Owner approximately 75 days before the end of the period and this notice will include a list of the limited investment options available. If the Contract Owner elects to participate in a new program, such election and complete instructions must be received by Nationwide within 60 days before the end of the preceding program period or within 60 days before the program termination, whichever is applicable.

Conversion to the Capital Preservation Plus Lifetime Income Option

Upon state approval of the Capital Preservation Plus Lifetime Income Option, at the end of CCP program period or after terminating a Capital Preservation Plus Option, the Contract Owner may elect to replace the Capital Preservation Plus Option with the Capital Preservation Plus Lifetime Income Option (or an enhanced version thereof, if available) at the rates, conditions, allocation percentages, and prices in effect at that point in time. Any such election must be received by Nationwide within 60 days before the end of the preceding CCP program period or within 60 days before the Capital Preservation Plus Option termination, whichever is applicable.

Capital Preservation Plus Lifetime Income Option

The Capital Preservation Plus Lifetime Income Option ("CPPLI Option") is an optional benefit that provides both principal protection and the possibility of a lifetime income stream.

The CPPLI Option is a two-phase option. The first phase (the "preservation phase") is substantially the same as the Capital Preservation Plus Option (see *Capital Preservation Plus Option*). Part of the Contract Value may be allocated to a GTO and the remainder is allocated to available non-GTO investment options. At the end of the CPP program period, if the Contract Value is less than the Contract Value at the time the CPP program period began, Nationwide will credit the contract with an amount sufficient to equal the guaranteed amount. All conditions associated with the Capital Preservation Plus Option (including the limited investment options) also apply to the CPPLI Option during the preservation phase. Effective May 1, 2011, the only program period available in connection with the CPPLI Option is the 10-year term. Program periods of other durations that are in effect on May 1, 2011, will continue unchanged to the end of the existing program period.

Note: Contract Owners who are in the preservation phase of the option can elect the immediate withdrawal benefit and begin taking withdrawals of up to 6% of the guaranteed amount annually. Election of immediate withdrawals results in the forfeit of the second phase of the CPPLI Option and changes other important terms (see *Immediate Withdrawal Benefit Option*).

The second phase of the CPPLI Option (the "withdrawal phase") begins with establishing the lifetime withdrawal base. Thereafter, the Contract Owner may take withdrawals from the contract equal to a certain percentage of that lifetime withdrawal base for the remainder of his/her life, regardless of the actual Contract Value. This provides the Contract Owner with an available lifetime stream of income. This lifetime income stream is distinct from the annuitization phase of the contract.

In short, the preservation phase gives the Contract Owner the assurance of a principal guarantee and the withdrawal phase gives the Contract Owner the opportunity for a consistent lifetime income stream. The preservation phase and withdrawal phase are discussed more thoroughly later in this provision.

Charges

The CPPLI Option is provided for an additional charge at an annualized rate not to exceed 1.00% of the Daily Net Assets. Additionally, allocations to the Guaranteed Term Options will be charged not more than 1.00%. For contracts issued on or after September 15, 2008, or the date of state approval (whichever is later), the current charge for the CPPLI Option is equal to an annualized rate of 0.75% of the Daily Net Assets and the Guaranteed Term Option charge is 0.75%. For contracts issued before September 15, 2008, or the date of state approval (whichever is later), the current charge for the CPPLI Option is equal to an annualized rate of 0.60% of the Daily Net Assets and the Guaranteed Term Option charge is 0.60%. Nationwide may realize a profit from the charge assessed for this option. All charges associated with the CPPLI Option will be assessed until annuitization and the charge will remain the same (unless the Contract Owner elects a new CPP program or invokes the reset opportunity, discussed herein).

Availability

The CPPLI Option is no longer available for election for new contracts. However, contract owners who previously elected the Capital Preservation Plus Option may elect to convert to the CPPLI Option. Any such conversion must occur at the end of a CPP program period or after terminating a Capital Preservation Plus Option as described in the *Capital Preservation Plus Option* provision. The CPPLI Option will be added to the contract at the charges, rates, and allocation percentages in effect at that point in time and the Capital Preservation Plus Option will be removed (including the charge). Any election to switch from the CPP Option to the CPPLI Option and complete instructions must be received at the Service Center within 60 days before the end of the CPP program period or within 60 days before the CPP Option termination, whichever is applicable.

The person's life upon which the benefit depends (the "determining life") must be age 35 or older at the time the CPPLI Option is elected. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. The Capital Preservation Plus Lifetime Income Option may not be elected if any of the following benefits are elected: a Nationwide Lifetime Income Rider or the C Schedule Option. Additionally, the CPPLI Option may not be revoked or terminated except as described herein. The CPPLI Option is not available on beneficially owned contracts.

Enhanced CPPLI Option

Nationwide may offer an enhanced version of the CPPLI Option. The enhanced CPPLI Option costs the same as the standard CPPLI Option and operates similarly. The distinction between the two options lies in the preservation phase. During the preservation phase of the enhanced CPPLI Option, Contract Owners will have a larger non-GTO component than would be available during the preservation phase of the standard CPPLI Option. In exchange for this benefit, Nationwide will impose stricter allocation restrictions on the non-GTO component. Contact the Service Center for the list of investment options available under this benefit. It is possible, under certain enhanced versions of the option, for a Contract Owner to have 100% of their investment allocated to non-GTO investment options during the preservation phase. Any enhanced CPPLI Option that Nationwide offers will be subject to the rates, conditions, and allocation percentages in effect at that point in time. The Contract Owner may also elect Dollar Cost Averaging for Living Benefits (see *Contract Owner Services*).

Preservation Phase of the CPPLI Option

The first phase of the CPPLI Option, the preservation phase, is similar to the Capital Preservation Plus Option. It enables the Contract Owner to allocate part of his/her Contract Value to certain non-GTO investment options in order to benefit from possible market appreciation, while preserving a return of principal guarantee. The preservation phase of the CPPLI Option generally operates the same as the Capital Preservation Plus Option:

- all of the terms and conditions associated with the Capital Preservation Plus Option also apply to the preservation phase of the CPPLI Option except that Contract Owners may not terminate the CPPLI Option prior to the end of the CPP program period.
- market conditions determine the availability and allocation percentages of the various CPP program periods.
- withdrawals during the preservation phase will reduce the value of the guarantee proportionally.
- if at the end of any CPP program period the Contract Value is less than the guaranteed amount, Nationwide will credit an amount to the contract so that the Contract Value equals the guaranteed amount.
- amounts credited to fulfill the principal guarantee are considered, for the purposes of other benefits under this contract, earnings, not purchase payments.

The Contract Owner may also elect Dollar Cost Averaging for Living Benefits (see *Contract Owner Services*). During the preservation phase, for purposes of this option, Nationwide will consider a change in Contract Owner as a death of Contract Owner.

Options at the End of a CPP Program Period

Approximately 75 days before the end of a CPP program period, Nationwide will communicate the ensuing CPP program period end to the Contract Owner. The communication will inform the Contract Owner of his/her options relating to the CPPLI Option and will instruct him/her to elect how the contract should continue. The Contract Owner must elect one of the following options: remain in the preservation phase of the option by electing a new CPP program; move into the withdrawal phase of the option; or terminate the option. The Contract Owner's election is irrevocable. Each of the options is discussed more thoroughly below.

Remaining in the Preservation Phase of the CPP Lifetime Income Option

After Nationwide applies any credit that may be due on the maturing CPP program, the Contract Owner may elect to remain in the preservation phase of the CPPLI Option by beginning a new CPP program. If the Contract Owner elects this option, the new CPP program will be subject to the rates and conditions that are in effect at that point in time, and the guaranteed amount corresponding to the new CPP program will be the Contract Value as of the beginning of that CPP program period. The charge, from that point forward, will be the then current charge for the CPPLI Option.

Moving into the Withdrawal Phase of the CPPLI Option

After Nationwide applies any credit that may be due on the maturing CPP program, the Contract Owner may elect to begin the withdrawal phase of the CPPLI Option (see *Withdrawal Phase*). During the withdrawal phase, Nationwide will continue to assess the same charge that was assessed during the prior CPP program period.

Terminating the CPPLI Option

After Nationwide applies any credit that may be due on the maturing CPP program, the Contract Owner may elect to terminate the CPPLI Option. Upon such an election, Nationwide will no longer assess the charge associated with the option, all benefits associated the option will terminate, and all conditions associated with the option are removed. The contract's variable investment allocations will remain the same as they were prior to the termination (unless Nationwide is instructed otherwise) and the Contract Value previously allocated to the GTO and any amounts credited under the principal guarantee will be allocated to the money market Sub-Account.

If Nationwide does not receive the Contract Owner's instructions as to how the option/contract should continue prior to the end of the CPP program period, upon such CPP program period end, Nationwide will assume that the Contract Owner intends to terminate the CPPLI Option.

Withdrawal Phase

Upon electing to begin the withdrawal phase, the Contract Owner must instruct Nationwide how to allocate their Contract Value among a select group of investment options. A list of the investment options available during the withdrawal phase will be included in the election notice. The Contract Owner may reallocate only among the limited investment options for the remainder of the withdrawal phase. During the withdrawal phase of the option, Nationwide will not permit any additional purchase payments to the contract and Nationwide will not permit a change in Contract Owner (unless the change would result in using the same determining life).

At the beginning of the withdrawal phase of the CPPLI Option, Nationwide will determine the lifetime withdrawal base, which is equal to the Contract Value as of the end of the CPP program period (including any amounts credited under the principal guarantee).

At any point in the withdrawal phase, the Contract Owner may begin taking the lifetime income stream by requesting a withdrawal from the contract. All withdrawals taken from the contract during the withdrawal phase will be taken from each investment option in proportion to the value in each investment option at the time of the withdrawal request.

At the time the first withdrawal is requested during the withdrawal phase, Nationwide will determine the benefit amount under this option, referred to as the "lifetime withdrawal amount." The lifetime withdrawal amount is determined by multiplying the lifetime withdrawal base by the corresponding Lifetime Withdrawal Percentage in the chart that follows.

<u>Age of Determining Life</u>	<u>Lifetime Withdrawal Percentage</u>
age 35 up to age 59½	4%
age 59½ through 66	5%
age 67 through 71	6%
age 72 or older	7%

The Lifetime Withdrawal Percentage is based on the age of the determining life as of the date of the first withdrawal during the withdrawal phase and will not change, except as described in *Lifetime Withdrawal Base Reset Opportunity*.

Thereafter, on each anniversary of the beginning of the withdrawal phase, the Contract Owner is entitled to withdraw an amount equal to the lifetime withdrawal amount without reducing the lifetime withdrawal base. The Contract Owner may continue to take annual withdrawals that do not exceed the lifetime withdrawal amount until the earlier of the Contract Owner's death or annuitization regardless of the actual value of the contract. Thus, it is possible for the Contract Owner to

take annual withdrawals equal to the lifetime withdrawal amount after the Contract Value is \$0. After the Contract Value falls to \$0, the Contract Owner can continue to take annual withdrawals of no more than the lifetime withdrawal amount. Surrender requests may be submitted systematically or directly by the Contract Owner.

Although withdrawals of the lifetime income amount do not reduce the lifetime withdrawal base, they do reduce the Contract Value and death benefit, and are subject to the CDSC provisions of the contract. Lifetime withdrawal amounts not withdrawn in a given year are forfeited and may not be claimed in subsequent years. Withdrawals taken before the Contract Owner is age 59½ may be subject to additional tax penalties.

Contract Owners are permitted to take withdrawals in excess of the lifetime withdrawal amount (provided that the Contract Value is greater than \$0). However, to the extent that a withdrawal exceeds that year's lifetime withdrawal amount, Nationwide will proportionally reduce the lifetime withdrawal base, which will result in lower lifetime withdrawal amounts in subsequent years. The proportionate reduction will be equal to the amount withdrawn in excess of the lifetime withdrawal amount, divided by the Contract Value (after it is reduced by the lifetime withdrawal amount). Once the Contract Value falls to \$0, the Contract Owner is no longer permitted to take withdrawals in excess of the lifetime withdrawal amount.

Required Minimum Distribution Privilege

If a Contract Owner withdraws an amount greater than the lifetime withdrawal amount for the sole purpose of satisfying Internal Revenue Code minimum distribution requirements for this contract, Nationwide will not reduce the lifetime withdrawal base. This RMD privilege does not apply to beneficially owned contracts. Nationwide reserves the right to modify or eliminate this RMD privilege. Nationwide will notify Contract Owners if it discontinues or eliminates the RMD privilege. If Nationwide exercises its right to modify or eliminate this privilege, any distribution in excess of the lifetime withdrawal amount will reduce the remaining lifetime withdrawal base.

Lifetime Withdrawal Base Reset Opportunity

On the five-year anniversary of the beginning of the withdrawal phase, if the Contract Value exceeds the lifetime withdrawal base, Nationwide will reset the lifetime withdrawal base to equal the current Contract Value.

Annuitization and the CPPLI Option

Election of CPPLI Option does not restrict the Contract Owner's right to annuitize the contract. If the Contract Owner elects to annuitize during the preservation phase, any portion of the Contract Value allocated to a GTO must be reallocated and a market value adjustment may apply. Upon annuitization, all guarantees associated with the preservation phase are terminated, the charge is removed, and the conditions associated with the CPP program are no longer applicable. The amount to be annuitized will be the Contract Value after any market value adjustment has been applied.

If the Contract Owner elects to annuitize during the withdrawal phase, the charge is removed and the investment restrictions associated with the withdrawal phase are no longer applicable. The amount to be annuitized will be the Contract Value. Since withdrawals from the contract during the withdrawal phase reduce the Contract Value, and consequently, the amount to be annuitized, the Contract Owner should carefully weigh the option of annuitization against continuing with the lifetime income stream associated with the CPPLI Option.

Succession of Rights

The following events will trigger an automatic termination of the CPPLI Option:

- a full surrender of the contract;
- a full surrender of the death benefit proceeds; or
- an election to annuitize the contract.

If any of the events listed above occur, the CPPLI Option will terminate and Nationwide will no longer be obligated to fulfill the principal guarantee or to provide the lifetime withdrawal benefit.

Immediate Withdrawal Benefit Option

During the preservation phase of the CPPLI Option, the Contract Owner can invoke the immediate withdrawal benefit. This benefit permits the Contract Owner to take immediate withdrawals each Contract Year of up to 6% of the immediate withdrawal base until the remaining immediate withdrawal base is depleted (both discussed herein).

The benefit may only be invoked during the preservation phase, specifically during the current CPP program period. A Contract Owner wishing to invoke the immediate withdrawal benefit must affirmatively elect to do so by submitting an election form approved by Nationwide. **Note:** A withdrawal request alone will not invoke the immediate withdrawal benefit, but will, instead, be treated as an ordinary withdrawal under the contract.

Upon receipt of an election to invoke, Nationwide will calculate the immediate withdrawal base, which is equal to the current CPP program’s guarantee amount (determined as of the day the immediate withdrawal benefit is invoked). The immediate withdrawal base is the dollar amount that Nationwide will use as the basis for determining how much the Contract Owner can withdraw under the immediate withdrawal benefit each year. The immediate withdrawal base will not change unless the Contract Owner takes withdrawals in excess of 6% any given Contract Year.

After the benefit is invoked, the current CPP program period will remain in effect until its regular maturity date. However, at the end of the current CPP program period, Nationwide will not credit an amount to the contract – by invoking the immediate withdrawal benefit, the Contract Owner is forfeiting any guarantee associated with the current CPP program. In order to continue the right to take immediate withdrawals after the end of the current CPP program period, the Contract Owner must reallocate the Contract Value among a limited set of investment options that may not include GTOs. Approximately 60 days before the end of the CPP program period, Nationwide will provide a notice to the Contract Owner prompting them that the Contract Value must be reallocated in order to continue the CPPLI Option and providing them with a list of available investment options. If the Contract Owner fails to reallocate the Contract Value by the end of the current CPP program period, the CPPLI Option will terminate.

Once the immediate withdrawal benefit is invoked, the Contract Owner will not be permitted to enter the withdrawal phase of the CPPLI Option and no additional purchase payments may be applied to the contract. Furthermore, the *Succession of Rights* provision no longer applies.

Example: If the Contract Owner’s initial investment at the beginning of the current CPP program period was \$100,000, and no withdrawals were taken, the guarantee amount at the end of the CPP program period will be \$100,000. If the Contract Owner invokes the immediate withdrawal benefit, the immediate withdrawal base is calculated to equal the CPP guarantee amount (\$100,000). The contract will not be credited with any CPP guarantee amount at the end of the CPP program period.

After the immediate withdrawal benefit is invoked, in order to take an immediate withdrawal, the Contract Owner must submit a withdrawal request to Nationwide. To effectuate the withdrawal, Nationwide will surrender Accumulation Units from the Sub-Accounts and an amount from the Fixed Account and GTO in proportion to the value in each investment option at the time of the withdrawal request, unless otherwise directed. Immediate withdrawals cannot be taken exclusively from the GTO. Amounts withdrawn from the GTO could incur a market value adjustment, which will increase the gross amount of the withdrawal. Contract Owners can request to have the withdrawal taken entirely from non-GTO allocations in order to avoid a market value adjustment. Refer to the GTO prospectus for more information on market value adjustments. Immediate withdrawals are subject to the CDSC provisions of the contract. Application of a CDSC in addition to the requested withdrawal amount could result in the gross withdrawal being greater than 6%. To avoid this, Contract Owners have the option of requesting the withdrawal net of the CDSC.

The amount available or remaining for withdrawal under the immediate withdrawal benefit is referred to as the “remaining immediate withdrawal base.” This figure is used to track how much the Contract Owner has withdrawn and how much the Contract Owner has left to withdraw. For purposes of the remaining immediate withdrawal base, the gross withdrawal is what is tracked – the gross withdrawal will include any applicable CDSC, market value adjustments, and amounts withdrawn to meet required minimum distributions under the Internal Revenue Code.

Each immediate withdrawal reduces the the remaining immediate withdrawal base. Immediate withdrawals in excess of the 6% per Contract Year annual limit not only reduce the remaining immediate withdrawal base, but also reduce the immediate withdrawal base, thereby reducing the amount of all future immediate withdrawal benefit amounts. The immediate withdrawal benefit is non-cumulative. Withdrawals not taken in a Contract Year cannot be carried over to the following Contract Year.

Example: Assume the Contract Owner submits a gross immediate withdrawal request for \$6,000, which is within his 6% immediate withdrawal benefit limit. Contract status is as follows:

	<u>Contract Status Prior to \$6,000 Withdrawal:</u>	<u>Contract Status After \$6,000 Withdrawal:</u>
Immediate Withdrawal Base	\$100,000	\$100,000
Contract Value	\$ 31,000	\$ 25,000

	<u>Contract Status Prior to \$6,000 Withdrawal:</u>	<u>Contract Status After \$6,000 Withdrawal:</u>
Remaining Immediate Withdrawal Base	\$56,000	\$50,000

The withdrawal results in a dollar-for-dollar reduction of the gross withdrawal amount to both the Contract Value and the remaining immediate withdrawal base.

Withdrawals in excess of 6% in a given Contract Year will not only reduce the Contract Value and remaining immediate withdrawal base (as described previously), but will also have an additional negative impact on both the immediate withdrawal base and the remaining immediate withdrawal base, thereby reducing the amount of future immediate withdrawals available under the benefit. In addition to the dollar-for-dollar reduction to the remaining immediate withdrawal base, both the remaining immediate withdrawal base and the immediate withdrawal base will also be reduced by the greater of:

- (1) the dollar amount of the withdrawal in excess of the 6% withdrawal amount; or
- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

$$\frac{\text{dollar amount of the excess withdrawal}}{\text{Contract Value (reduced by the amount of any applicable market value adjustment and the amount of the withdrawal request up to 6\%)}} \times \text{Immediate withdrawal base prior to the withdrawal}$$

Example: Assume the Contract Owner submits a gross immediate withdrawal request for \$11,000, which exceeds his 6% immediate withdrawal benefit limit by \$5,000. Since there is an excess withdrawal, the impact to the contract will be calculated in two steps: the first step calculates the impact of the withdrawal that is within the 6% limit:

	<u>Contract Status Prior to \$6,000 Withdrawal:</u>	<u>Contract Status After \$6,000 Withdrawal:</u>
Immediate Withdrawal Base	\$100,000	\$100,000
Contract Value	\$ 31,000	\$ 25,000
Remaining Immediate Withdrawal Base	\$ 56,000	\$ 50,000

The second step calculates the secondary impact of the excess withdrawal, which is equal to \$5,000, using the excess withdrawal formula described previously:

$$\frac{\$5,000}{\$25,000} \times \$100,000 = \$20,000$$

This excess withdrawal adjustment is then applied to the contract status previously calculated:

	<u>Contract Status Prior to \$11,000 Withdrawal</u>	<u>Contract Status After Permitted Withdrawal (\$6,000)</u>	<u>Contract Status After Permitted and Excess Withdrawal (\$11,000)</u>
Immediate Withdrawal Base	\$100,000	\$100,000	\$80,000
Contract Value	\$ 31,000	\$ 25,000	\$20,000
Remaining Immediate Withdrawal Base	\$ 56,000	\$ 50,000	\$30,000

Once the Contract Value falls to \$0, the Contract Owner is not permitted to take withdrawals in excess of the annual benefit amount.

A Contract Owner can continue to take immediate withdrawals as long as the remaining immediate withdrawal base is greater than \$0 at which time the immediate withdrawal benefit is exhausted and the Contract Owner can no longer take withdrawals under the immediate withdrawal benefit. However, the Contract Owner can still take surrenders from the contract as long as there the Contract Value is greater than \$0 (subject to the CDSC provisions of the contract). The charge associated with the CPPLI Option will continue to be assessed until the contract is terminated or annuitized.

If Contract Value reaches \$0 and there is still a remaining immediate withdrawal base, the Contract Owner can continue to take immediate withdrawals up to the 6% limit each Contract Year until the remaining immediate withdrawal base is \$0. Additionally, if the Contract Owner has invoked the benefit but has not requested regular or Systematic Withdrawals,

Nationwide will automatically begin paying the Contract Owner the value of 6% of the remaining immediate withdrawal base until the remaining immediate withdrawal base is zero. Once the remaining immediate withdrawal base reaches \$0 and the Contract Value is \$0, the contract will automatically terminate.

Once the immediate withdrawal benefit is invoked, the CPPLI Option can only be terminated by failing to reallocate the Contract Value at the end of the current CPP program period.

The immediate withdrawal benefit provisions apply as long as the CPPLI Option is in force. If by the terms of the contract the death of the Contract Owner results in the contract being continued (i.e., does not result in payment of the death benefit), the CPPLI Option will continue in force with the immediate withdrawal benefit invoked. The values of the immediate withdrawal base and the remaining immediate withdrawal base remain the same as they were prior to the Contract Owner's death and the new owner will continue receiving withdrawals until the remaining immediate withdrawal base is \$0. If death of the Contract Owner occurs after the immediate withdrawal benefit was invoked but before the end of the CPP program period, the new owner will be required to reallocate the Contract Value no sooner than the expiration of the CPP program period in order to continue to receive the withdrawals and retain the benefit.

Taxation of Surrenders under the CPPLI Option

Although the tax treatment is not clear, when the Contract Owner takes a withdrawal from the contract before the Annuitization Date, Nationwide will treat the following amount of the withdrawal as a taxable distribution: the excess of the greater of (a) the Contract Value immediately before the withdrawal; or (b) the guaranteed benefit amount immediately before the withdrawal; over the remaining investment in the contract. In certain circumstances, this treatment could result in the Contract Value being less than the investment in the contract after the withdrawal. A subsequent withdrawal under such circumstances could result in a loss that may be deductible. Consult a qualified tax advisor.

10% Nationwide Lifetime Income Rider (formerly the 10% Lifetime Income Option)

The 10% Nationwide Lifetime Income Rider (the "10% Nationwide L.inc Rider") provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

The 10% Nationwide Lifetime Income Rider is available under the contract at the time of application. Once elected, the 10% Nationwide L.inc Rider is irrevocable. The 10% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 10% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 10% Nationwide L.inc Rider. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 10% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

10% Nationwide L.inc Rider Charge

In exchange for Lifetime Withdrawals, Nationwide will assess an annual charge not to exceed 1.20% of the Current Income Benefit Base. Currently, the charge for the 10% Nationwide Lifetime Income Rider is 1.00% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.20% of the Current Income Benefit Base.

The charge will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is

invested at the time the charge is taken. Amounts redeemed as the 10% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Lifetime Income Rider Investment Requirements

Election of the 10% Nationwide L.inc Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. Contact the Service Center for the list of available investment options. Allocation requests to investment options other than the limited set of investment options will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits). Allocation to a GTO is not permitted.

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the 10% Nationwide L.inc Rider as long as the Contract Value is greater than \$0. Effective July 15, 2013, subsequent purchase payments are limited to an aggregate total of \$50,000 in any calendar year. The \$50,000 threshold may take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If subsequent purchase payments are submitted in excess of \$50,000 in any calendar year, the entire purchase payment that causes the aggregate amount to exceed \$50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment. Nationwide may waive the \$50,000 limitation for subsequent purchase payments in the future.

Determination of the Income Benefit Base Prior to the First Withdrawal

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, Extra Value Option credits and Purchase Payment Credits, and reset opportunities, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the 10% Nationwide L.inc Rider will equal the greater of:

- (1) the highest Contract Value on any Contract Anniversary plus purchase payments submitted and any Extra Value Option credits and Purchase Payment Credits applied after that Contract Anniversary; or
- (2) the 10% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Original Income Benefit Base with Roll-up: the Original Income Benefit Base, plus 10% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, plus any Extra Value Option credits and Purchase Payment Credits applied, increased by simple interest at an annual rate of 10% each year from the date of the purchase payment through the 10th Contract Anniversary; plus
 - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary plus any Extra Value Option credits and Purchase Payment Credits applied.

When a purchase payment and any Extra Value Option credits and Purchase Payment Credits are applied on a date other than a Contract Anniversary, simple interest is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Contract Anniversary. However, if at any time prior to the first withdrawal the Contract Value equals \$0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Contract

Anniversary minus adjustments made for excess withdrawals after that date, and the Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up is only calculated for the first 10 Contract Years or prior to the first withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Lifetime Withdrawals

At any time after the 10% Nationwide L.inc Rider is elected, the Contract Owner may begin taking the Lifetime Withdrawal Amount by taking a withdrawal from the contract. **The first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees.** Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the Lifetime Withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the 10% roll-up amount terminates and the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. Additional purchase payments submitted after the first Lifetime Withdrawal from the contract will increase the Current Income Benefit Base by the amount of the purchase payment.

Simultaneously, the Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner as indicated in the following tables. State specific Lifetime Withdrawal Percentages, based on the approved table at the time of application, can be obtained from your financial professional or by contacting the Service Center.

For contracts issued on or after May 1, 2010, or the date of state approval (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>45 up to 59½</u>	<u>59½ through 64</u>	<u>65 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage.....	3.00%	4.00%	5.25%	6.25%

For contracts issued on or after May 1, 2009, or the date of state approval (whichever is later), but before May 1, 2010, or the date of state approval of the table above (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>45 up to 59½</u>	<u>59½ through 64</u>	<u>65 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage.....	3.00%	4.00%	5.00%	6.00%

For contracts issued before May 1, 2009, or the date of state approval of the table above (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>45 up to 59½</u>	<u>59½ through 66</u>	<u>67 through 71</u>	<u>72 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage.....	4.00%	5.00%	5.50%	6.00%	7.00%

A Contract Owner will receive the greatest lifetime withdrawal percentage only if he or she does not take a withdrawal from the contract prior to age 81.

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½ (age 72 for those Contract Owners who turn age 72 on or after January 1, 2020). **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, *i.e.*, they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each Contract Anniversary thereafter, the Lifetime Withdrawal Percentage is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Contract Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization.

The Contract Owner can elect to set up Systematic Withdrawals or can request each Lifetime Withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Percentage Limit

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than \$0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

- (1) the dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or
- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

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

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege does not apply to beneficially owned contracts. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least 70½ years old (72 years old for those Contract Owners who turn age 72 on or after January 1, 2020) as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to \$0, the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Contract Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until either the current price or the list of permitted investment options associated with the 10% Nationwide L.inc Rider changes.

In the event the current price or the list of permitted investment options of the 10% Nationwide L.inc Rider changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Contract Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the 10% Nationwide L.inc Rider; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Contract Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the 10% Nationwide L.inc Rider will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the 10% Nationwide L.inc Rider by notifying Nationwide as to such election. Nationwide reserves the right to modify or terminate the automatic reset feature at any time upon written notice to Contract Owners.

Settlement Options

If a Contract Owner's Contract Value falls to \$0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

- (1) The Contract Owner can take Lifetime Withdrawals of the Lifetime Withdrawal Amount until the death of the Contract Owner;
- (2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or
- (3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the 10% Nationwide L.inc Rider. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a financial professional to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner.** If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

<u>Contract Owner's Age*</u>	<u>Up to Age 70</u>	<u>71-75</u>	<u>76-80</u>	<u>81-85</u>	<u>86-90</u>	<u>91-95</u>	<u>96+</u>
Annual Benefit Multiplier.....	5.5	4.5	3.5	2.5	2.0	1.5	1.0

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the 10% Nationwide Lifetime Income Rider, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier. If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the 10% Nationwide Lifetime Income Rider is elected). Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the 10% Nationwide L.inc Rider will terminate.

Death of Determining Life

For contracts with no Joint Option for the 10% Nationwide Lifetime Income Rider, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option for the 10% Nationwide Lifetime Income Rider, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the 10% Nationwide L.inc Rider which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the 10% Nationwide L.inc Rider is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

7% Nationwide Lifetime Income Rider (formerly the 7% Lifetime Income Option)

The 7% Nationwide Lifetime Income (the "7% Nationwide L.inc") Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most

contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. However, upon state approval of the 10% Nationwide Lifetime Income Rider, the 7% Nationwide Lifetime Income Rider will no longer be available for election. The 7% Nationwide Lifetime Income Rider is not available in the State of New York. Once elected, the 7% Nationwide L.inc Rider is irrevocable. The 7% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 7% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 7% Nationwide L.inc Rider. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 7% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

7% Nationwide L.inc Rider Charge

In exchange for Lifetime Withdrawals, Nationwide will assess an annual charge not to exceed 1.00% of the Current Income Benefit Base. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 0.95% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.00% of the Current Income Benefit Base.

The charge will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the 7% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Lifetime Income Rider Investment Requirements

Election of the 7% Nationwide L.inc Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. Contact the Service Center for the list of available investment options. Allocation requests to investment options other than the limited set of investment options will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits). Allocation to a GTO is not permitted.

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the 7% Nationwide L.inc Rider as long as the Contract Value is greater than \$0. Effective July 15, 2013, subsequent purchase payments are limited to an aggregate total of \$50,000 in any calendar year. The \$50,000 threshold may take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If subsequent purchase payments are submitted in excess of \$50,000 in any calendar year, the entire purchase payment that causes the aggregate amount to exceed \$50,000 will be

immediately returned to the Contract Owner in the same form in which it was received. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment. Nationwide may waive the \$50,000 limitation for subsequent purchase payments in the future.

Determination of the Income Benefit Base Prior to the First Withdrawal

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the benefit amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, Extra Value Option credits and Purchase Payment Credits, and reset opportunities, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the 7% Nationwide L.inc Rider will equal the greater of:

- (1) the highest Contract Value on any Contract Anniversary plus purchase payments submitted and any Extra Value Option credits and Purchase Payment Credits applied after that Contract Anniversary; or
- (2) the 7% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Original Income Benefit Base with Roll-up: the Original Income Benefit Base, plus 7% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, plus any Extra Value Option credits and Purchase Payment Credits applied, increased by simple interest at an annual rate of 7% each year from the date of the purchase payment through the 10th Contract Anniversary; plus
 - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary plus any Extra Value Option credits and Purchase Payment Credits applied.

When a purchase payment and any Extra Value Option credits and Purchase Payment Credits are applied on a date other than a Contract Anniversary, simple interest is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Contract Anniversary. However, if at any time prior to the first Lifetime Withdrawal the Contract Value equals \$0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Contract Anniversary minus adjustments made for excess withdrawals after that date, and the Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up is only calculated for the first 10 Contract Years or prior to the first Lifetime Withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Lifetime Withdrawals

At any time after the 7% Nationwide L.inc Rider is elected, the Contract Owner may begin taking the lifetime income benefit by taking a Lifetime Withdrawal from the contract. **The first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees.** Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the 7% roll-up amount terminates and the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. Additional purchase payments submitted after the first Lifetime Withdrawal from the contract will increase the Current Income Benefit Base by the amount of the purchase payment.

Simultaneously, the Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner as indicated in the following tables. State specific Lifetime Withdrawal Percentages, based on the approved table at the time of application, can be obtained from your financial professional or by contacting the Service Center.

For contracts issued on or after May 1, 2009, or the date of state approval (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>45 up to 59½</u>	<u>59½ through 64</u>	<u>65 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage	3.00%	4.00%	5.00%	6.00%

For contracts issued before May 1, 2009, or the date of state approval (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>45 up to 59½</u>	<u>59½ through 66</u>	<u>67 through 71</u>	<u>72 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage	4.00%	5.00%	5.50%	6.00%	7.00%

A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a withdrawal from the contract prior to age 81.

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½ (age 72 for those Contract Owners who turn age 72 on or after January 1, 2020). **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, *i.e.*, they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each Contract Anniversary thereafter, the Lifetime Withdrawal Percentage is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Contract Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization.

The Contract Owner can elect to set up Systematic Withdrawals or can request each Lifetime Withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than \$0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

- (1) the dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or
- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

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

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least 70½ years old (72 years old for those Contract Owners who turn age 72 on or after January 1, 2020) as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to \$0, the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Contract Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until either the current charge for, or the list of permitted investment options associated with the 7% Nationwide L.inc Rider changes.

In the event the current charge for, or the list of permitted investment options of the 7% Nationwide L.inc Rider changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Contract Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the 7% Nationwide L.inc Rider; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Contract Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the 7% Nationwide L.inc Rider will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the 7% Nationwide L.inc Rider by notifying Nationwide as to such election. Nationwide reserves the right to modify or terminate the automatic reset feature at any time upon written notice to Contract Owners.

Settlement Options

If a Contract Owner's Contract Value falls to \$0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

- (1) The Contract Owner can take Lifetime Withdrawals of the Lifetime Withdrawal Amount until the death of the Contract Owner;
- (2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or
- (3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the 7% Nationwide L.inc Rider. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a financial professional to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide’s notification letter to make an election (“Notification Period”). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner.** If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period (“Settlement Payment Date”). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner’s address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner’s most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

<u>Contract Owner’s Age*</u>	<u>Up to Age 70</u>	<u>71-75</u>	<u>76-80</u>	<u>81-85</u>	<u>86-90</u>	<u>91-95</u>	<u>96+</u>
Annual Benefit Multiplier.....	5.5	4.5	3.5	2.5	2.0	1.5	1.0

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the 7% Nationwide Lifetime Income Rider, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier. If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the 7% Nationwide Lifetime Income Rider is elected). Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the 7% Nationwide L.inc Rider will terminate.

Death of Determining Life

For contracts with no Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the 7% Nationwide L.inc Rider which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the 7% Nationwide L.inc Rider is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

5% Nationwide Lifetime Income Rider (formerly the 5% Lifetime Income Option)

The 5% Nationwide Lifetime Income Rider (the "5% Nationwide L.inc Rider") provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

For contracts issued in the State of New York, the 5% Nationwide Lifetime Income Rider is available under the contract at the time of application. For contracts issued before May 1, 2007, the 5% Nationwide Lifetime Income Rider is available for election at any time. For all other contracts, the 5% Nationwide Lifetime Income Rider is not available for election. Once elected, the 5% Nationwide L.inc Rider is irrevocable. The 5% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 5% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 5% Nationwide L.inc Rider. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 5% Nationwide Lifetime Income Rider may not be elected if a loan is outstanding on the contract or if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider, the Capital Preservation Plus Lifetime Income Option, or the C Schedule Option.

5% Nationwide L.inc Rider Charge

In exchange for Lifetime Withdrawals, Nationwide will assess an annual charge not to exceed 1.00% of the Current Income Benefit Base. Currently, the charge for the 5% Nationwide Lifetime Income Rider is 0.85% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.00% of the Current Income Benefit Base.

The charge will be assessed on each anniversary of the date the 5% Nationwide L.inc Rider was elected (each a "5% Nationwide L.inc Anniversary") and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the 5% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Lifetime Income Rider Investment Requirements

Election of the 5% Nationwide L.inc Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. Contact the Service Center for the list of available investment options. Allocation requests to investment options other than the limited set of investment options will not be honored; they will be treated as though no allocation request was submitted. Nationwide may offer Dollar Cost Averaging for Living Benefits described in the *Contract Owner Services* provision. Allocation to the Fixed Account is not permitted (except as the originating account when the Contract Owner elects Dollar Cost Averaging for Living Benefits). Allocation to a GTO is not permitted.

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the 5% Nationwide L.inc Rider as long as the Contract Value is greater than \$0. Effective July 15, 2013, subsequent purchase payments are limited to an aggregate total of \$50,000 in any calendar year. The \$50,000 threshold may take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If subsequent purchase payments are submitted in excess of \$50,000 in any calendar year, the entire purchase payment that causes the aggregate amount to exceed \$50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment. Nationwide may waive the \$50,000 limitation for subsequent purchase payments in the future.

Determination of the Income Benefit Base Prior to the First Withdrawal

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, Extra Value Option credits and Purchase Payment Credits, and reset opportunities, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the 5% Nationwide L.inc Rider will equal the greater of:

- (1) the highest Contract Value on any Contract Anniversary plus purchase payments submitted and any Extra Value Option credits and Purchase Payment Credits applied after that Contract Anniversary; or
- (2) the 5% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Original Income Benefit Base with Roll-up: the Original Income Benefit Base, plus 5% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, plus any Extra Value Option credits and Purchase Payment Credits applied, increased by simple interest at an annual rate of 5% each year from the date of the purchase payment through the 10th Contract Anniversary; plus
 - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary plus any Extra Value Option credits and Purchase Payment Credits applied.

When a purchase payment and any Extra Value Option credits and Purchase Payment Credits are applied on a date other than a Contract Anniversary, simple interest is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Contract Anniversary. However, if at any time prior to the first withdrawal the Contract Value equals \$0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Contract Anniversary minus adjustments made for excess withdrawals after that date, and the Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up is only calculated for the first 10 Contract Years or prior to the first withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Lifetime Withdrawals

At any time after the 5% Nationwide L.inc Rider is elected, the Contract Owner may begin taking the Lifetime Withdrawal Amount by taking a withdrawal from the contract. **The first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees.** Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the 5% roll-up amount terminates and the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. Additional purchase payments submitted after the first Lifetime Withdrawal will increase the Current Income Benefit Base by the amount of the purchase payment.

Simultaneously, the Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner as indicated in the following tables. State specific Lifetime Withdrawal Percentages, based on the approved table at the time of application, can be obtained from your financial professional or by contacting the Service Center.

For contracts that elect this option on or after May 1, 2009, or the date of state approval (whichever is later):

Contract Owner's Age (at time of first lifetime income withdrawal)	<u>45 up to 59½</u>	<u>59½ through 64</u>	<u>65 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage	3.00%	4.00%	5.00%	6.00%

For contracts that elect this option before May 1, 2009, or the date of state approval (whichever is later):

Contract Owner's Age (at time of first lifetime income withdrawal)	<u>45 up to 59½</u>	<u>59½ through 66</u>	<u>67 through 71</u>	<u>72 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage	4.00%	5.00%	5.50%	6.00%	7.00%

A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a withdrawal from the contract prior to age 81.

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½ (age 72 for those Contract Owners who turn age 72 on or after January 1, 2020). **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, i.e., they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each 5% Nationwide L.inc Anniversary thereafter, the Lifetime Withdrawal Percentage is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next 5% Nationwide L.inc Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization.

The Contract Owner can elect to set up Systematic Withdrawals or can request each withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than \$0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

- (1) the dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or

- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

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

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege does not apply to beneficially owned contracts. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least 70½ years old (72 years old for those Contract Owners who turn age 72 on or after January 1, 2020) as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to \$0, the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the Lifetime Withdrawal Amount associated with this option the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any 5% Nationwide L.inc Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until either the current charge for or the list of permitted investment options associated with the 5% Nationwide L.inc Rider changes.

In the event the current charge for or the list of permitted investment options of the 5% Nationwide L.inc Rider changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each 5% Nationwide L.inc Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the 5% Nationwide L.inc Rider; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the 5% Nationwide L.inc Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the 5% Nationwide L.inc Rider will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the 5% Nationwide L.inc Rider by notifying Nationwide as to such election. Nationwide reserves the right to modify or terminate the automatic reset feature at any time upon written notice to Contract Owners.

Settlement Options

If a Contract Owner's Contract Value falls to \$0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

- (1) The Contract Owner can take Lifetime Withdrawals of the Lifetime Withdrawal Amount until the death of the Contract Owner;
- (2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or
- (3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the 5% Nationwide L.inc Rider. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a financial professional to determine which option is best based on the Contract Owner's individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. **If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner.** If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

Age Based Lump Sum Settlement Option

Under the Age Based Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

<u>Contract Owner's Age*</u>	<u>Up to Age 70</u>	<u>71-75</u>	<u>76-80</u>	<u>81-85</u>	<u>86-90</u>	<u>91-95</u>	<u>96+</u>
Annual Benefit Multiplier.....	5.5	4.5	3.5	2.5	2.0	1.5	1.0

* As of the date the Age Based Lump Sum Option is elected.

For contracts that have elected the Joint Option for the 5% Nationwide Lifetime Income Rider, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier. If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

Underwritten Lump Sum Settlement Option

Under the Underwritten Lump Sum Settlement Option, in lieu of taking Lifetime Withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the 5% Nationwide Lifetime Income Rider is elected). Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the 5% Nationwide L.inc Rider will terminate.

Death of Determining Life

For contracts with no Joint Option for the 5% Nationwide Lifetime Income Rider, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option for the 5% Nationwide Lifetime Income Rider, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the 5% Nationwide L.inc Rider which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection Feature.

Tax Treatment

Although the tax treatment for withdrawals under withdrawal benefits such as the 5% Nationwide Lifetime Income Rider is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Joint Option for the 10% Nationwide Lifetime Income Rider (formerly the 10% Spousal Continuation Benefit)

At the time the 10% Nationwide L.inc Rider is elected (at time of application), the Contract Owner may elect the Joint Option for the 10% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 10% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 10% Nationwide L.inc Rider will be that of the younger spouse. The Joint Option for the 10% Nationwide Lifetime Income Rider is not available for Contracts issued in the State of New York.

The annual charge for the Joint Option will not exceed 0.30% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.20% of the Current Income Benefit Base.

To be eligible for the Joint Option, the following conditions must be met:

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the 10% Nationwide L.inc Rider. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefit.

Marriage Termination

If, prior to taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

- (1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;
- (2) the contract is annuitized;
- (3) after the first withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or
- (4) the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary is changed.

Additionally, in the situations described in (1), (3) and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay the applicable charge until annuitization.

Joint Option for the 7% Nationwide Lifetime Income Rider (formerly the 7% Spousal Continuation Benefit)

At the time the 7% Nationwide Lifetime Income ("7% Nationwide L.inc") Rider is elected (at time of application), the Contract Owner may elect the Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 7% Nationwide L.inc Rider will be that of the younger spouse. The Joint Option is not available in the State of New York.

The annual charge for the Joint Option will not exceed 0.15% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base.

To be eligible for the Joint Option, the following conditions must be met:

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the 7% Nationwide L.inc Rider. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefit.

Marriage Termination

If, prior to taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

- (1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;
- (2) the contract is annuitized;
- (3) after the first withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or
- (4) the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary is changed.

Additionally, in the situations described in (1), (3), and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Joint Option for the 5% Nationwide Lifetime Income Rider (formerly the 5% Spousal Continuation Benefit)

At the time the 5% Nationwide Lifetime Income ("5% Nationwide L.inc") Rider is elected, the Contract Owner may elect the Joint Option for the 5% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 5% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 5% Nationwide L.inc Rider will be that of the younger spouse. The Joint Option is only available in the State of New York.

The annual charge for the Joint Option will not exceed 0.15% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base.

To be eligible for the Joint Option, the following conditions must be met:

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;

- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the 5% Nationwide L.inc Rider. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefit.

Marriage Termination

If, prior to taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

- (1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;
- (2) the contract is annuitized;
- (3) after the first withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or
- (4) the beneficiary is changed.

Additionally, in the situations described in (1), (3), and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Removal of Variable Account Charges

For certain optional benefits, a charge is assessed only for a specified period of time. To remove the charge, Nationwide systematically re-rates the contract. This re-rating results in lower contract charges, but no change in Contract Value or any other contractual benefit.

Re-rating involves two steps: the adjustment of contract expenses and the adjustment of the number of units in the contract.

The first step, the adjustment of contract expenses, involves removing the charge from the unit value calculation. For example, on a contract where the only optional benefit elected is the 3% Extra Value Option, the Variable Account value will be calculated using unit values with Variable Account charges of 1.65% for the first eight Contract Years. At the end of that period, the charge associated with the 3% Extra Value Option will be removed. From that point on, the Variable Account value will be calculated using the unit values with Variable Account charges at 1.55%. Thus, the 3% Extra Value Option charge is no longer included in the daily Sub-Account valuation for the contract.

The second step of the re-rating process, the adjustment of the number of units in the contract, is necessary in order to keep the re-rating process from altering the Contract Value. Generally, for any given Sub-Account, the higher the Variable Account charges, the lower the unit value, and vice versa. For example, Sub-Account X with charges of 1.65% will have a lower unit value than Sub-Account X with charges of 1.55% (higher expenses result in lower unit values). When, upon re-rating, the unit values used in calculating Variable Account value are dropped from the higher expense level to the lower

expense level, the higher unit values will cause an incidental increase in the Contract Value. In order to avoid this incidental increase, Nationwide adjusts the number of units in the contract down so that the Contract Value after the re-rating is the same as the Contract Value before the re-rating.

Ownership and Interests in the Contract

Contract Owner

Prior to the Annuitization Date, the Contract Owner has all rights under the contract, unless a joint owner is named. If a joint owner is named, each joint owner has all rights under the contract. **Purchasers who name someone other than themselves as the Contract Owner will have no rights under the contract.**

On the Annuitization Date, the Annuitant becomes the Contract Owner, unless the Contract Owner is a Charitable Remainder Trust. If the Contract Owner is a Charitable Remainder Trust, the Charitable Remainder Trust continues to be the Contract Owner after annuitization.

Contract Owners of Non-Qualified Contracts may name a new Contract Owner at any time before the Annuitization Date. Any change of Contract Owner automatically revokes any prior Contract Owner designation. Changes in contract ownership may result in federal income taxation and may be subject to state and federal gift taxes.

Joint Owner

Joint owners each own an undivided interest in the contract.

Non-Qualified Contract Owners can name a joint owner at any time before annuitization. However, joint owners must be spouses at the time joint ownership is requested, unless state law requires Nationwide to allow non-spousal joint owners. Joint ownership is not permitted on contracts owned by a non-natural Contract Owner.

Generally, the exercise of any ownership rights under the contract must be in writing and signed by both joint owners. However, if a written election, signed by both Contract Owners, authorizing Nationwide to allow the exercise of ownership rights independently by either joint owner is submitted, Nationwide will permit joint owners to act independently. If such an authorization is submitted, Nationwide will not be liable for any loss, liability, cost, or expense for acting in accordance with the instructions of either joint owner.

If either joint owner dies before the Annuitization Date, the contract continues with the surviving joint owner as the remaining Contract Owner.

Contingent Owner

The contingent owner succeeds to the rights of a Contract Owner if a Contract Owner who is not the Annuitant dies before the Annuitization Date and there is no surviving joint owner.

If a Contract Owner who is the Annuitant dies before the Annuitization Date, the contingent owner will not have any rights under the contract, unless such contingent owner is also the beneficiary.

The Contract Owner may name a contingent owner at any time before the Annuitization Date.

Annuitant

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

Only Non-Qualified Contract Owners may name someone other than himself/herself as the Annuitant.

The Contract Owner may not name a new Annuitant without Nationwide's consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for a Contingent Annuitant of greater age.

If a Contingent Annuitant is named, all provisions of the contract that are based on the Annuitant's death prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Only Non-Qualified Contract Owners may name a Contingent Annuitant.

Co-Annuitant

A Co-Annuitant, if named, must be the Annuitant's spouse. The Co-Annuitant may be named at any time prior to annuitization and will receive the benefit of the Spousal Protection Feature, provided all of the requirements set forth in the *Spousal Protection Feature* section are met.

If either Co-Annuitant dies before the Annuitization Date, the surviving Co-Annuitant may continue the contract and will receive the benefit of the Spousal Protection Feature.

Joint Annuitant

The joint Annuitant is designated as a second person (in addition to the Annuitant) upon whose continuation of life any annuity payment involving life contingencies depends. The joint Annuitant is named at the time of annuitization.

Beneficiary and Contingent Beneficiary

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and Contingent Annuitant, if applicable) dies before the Annuitization Date and there is no joint owner. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

A contingent beneficiary will succeed to the rights of the beneficiary if no beneficiary is alive when a death benefit is paid. The Contract Owner can name more than one contingent beneficiary. Multiple contingent beneficiaries will share the death benefit equally, unless otherwise specified.

Changes to the Parties to the Contract

Prior to the Annuitization Date (and subject to any existing assignments), the Contract Owner may request to change the following:

- Contract Owner (Non-Qualified Contracts only);
- joint owner (must be the Contract Owner's spouse);
- contingent owner;
- Annuitant (subject to Nationwide's underwriting and approval);
- Contingent Annuitant (subject to Nationwide's underwriting and approval);
- joint annuitant (subject to Nationwide's underwriting and approval);
- Co-Annuitant (must be the Annuitant's spouse);
- beneficiary; or
- contingent beneficiary.

The Contract Owner must submit the request to Nationwide in writing and Nationwide must receive the request at the Service Center before the Annuitization Date. Once Nationwide receives and records the change request, the change will be effective as of the date the written request was signed (unless otherwise specified by the Contract Owner), whether or not the Contract Owner or Annuitant is living at the time it was recorded. The change will not affect any action taken by Nationwide before the change was recorded.

Any request to change the Contract Owner must be signed by the existing Contract Owner and the person designated as the new Contract Owner. Nationwide may require a signature guarantee.

If the Contract Owner is not a natural person and there is a change of the Annuitant, distributions will be made as if the Contract Owner died at the time of the change, regardless of whether the Contract Owner named a Contingent Annuitant.

Nationwide reserves the right to reject any change request that would alter the nature of the risk that Nationwide assumed when it originally issued the contract.

Certain options and features under the contract have specific requirements as to who can be named as the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary in order to receive the benefit of the option or feature. Changes to the parties to the contract may result in the termination or loss of benefit of these options or features. Further, changes to the parties to the contract may result in the Contract Owner not receiving the benefit associated with an option while still continuing to pay any applicable charge for the option. Contract Owners contemplating changes to the parties to the contract should contact their financial professional to determine how the changes impact the options and features under the contract.

Operation of the Contract

Purchase Payment Credits

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels. PPCs are available to all contracts except for those where the C Schedule Option has been elected.

When determining PPCs Nationwide will include the purchase payments in this contract, and may include the purchase payments of other Nationwide annuity contracts issued to an immediate family member within the 12 months before the purchase of this contract. Immediate family members include spouses, children, or other family members living within the Contract Owner's household. In order to be considered for PPCs, the Contract Owner must notify Nationwide in writing of all Nationwide annuity contracts owned by the Contract Owner or immediate family members. Contact the Service Center to determine if another annuity contract can be considered in determining PPCs for this contract.

Each time a Contract Owner submits a purchase payment, Nationwide will perform a calculation to determine if and how many PPCs are payable as a result of that particular deposit.

The formula used to determine the amount of the PPC is as follows:

$$(\text{Cumulative Purchase Payments} \times \text{PPC}\%) - \text{PPCs Paid to Date} = \text{PPCs Payable}$$

Cumulative Purchase Payments = the total of all purchase payments applied to the contract(s) eligible to receive a PPC, including the current deposit, minus any withdrawals.

PPC% = either 0.0%, 0.5%, or 1.0%, depending on the level of Cumulative Purchase Payments as follows:

If Cumulative Purchase Payments are	Then the PPC% is
\$0 - \$499,999	0.0% (no PPC is payable)
\$500,000 - \$999,999	0.5%
\$1,000,000 or more	1.0%

PPCs Paid to Date = the total PPCs that Nationwide has already applied to this contract.

PPCs Payable = the PPCs that Nationwide will apply to the contract as a result of the current deposit.

For example, on March 1, Ms. Z makes an initial deposit of \$200,000 to her contract. Her contract is the only one eligible to receive PPCs. For this deposit, she does not receive a PPC since her Cumulative Purchase Payments are less than \$500,000.

On April 1, Ms. Z applies additional purchase payments of \$350,000. Cumulative Purchase Payments now equal \$550,000. Nationwide will apply PPCs to Ms. Z's contract equal to \$2,750, which is $(0.5\% \times \$550,000) - \0 .

On May 1, Ms. Z takes a withdrawal of \$150,000. Cumulative Purchase Payments now equal \$400,000.

On June 1, Ms. Z applies additional purchase payments of \$500,000. Cumulative Purchase Payments now equal \$900,000. Nationwide will apply PPCs to Ms. Z's contract equal to \$1,750, which is $(\$900,000 \times 0.5\%) - \$2,750$. At this point in time, a total of \$4,500 in PPCs have been applied to Ms. Z's contract.

On July 1, Ms. Z applies additional purchase payments of \$300,000. Cumulative Purchase Payments now equal \$1,200,000. Nationwide will apply PPCs to Ms. Z's contract equal to \$7,500, which is $(\$1,200,000 \times 1.0\%) - \$4,500$. At this point in time, a total of \$12,000 in PPCs have been applied to Ms. Z's contract. For purposes of all benefits and taxes under these contracts, PPCs are considered earnings, not purchase payments, and they will be allocated in the same proportion that purchase payments are allocated on the date the PPCs are applied.

Recapture of Purchase Payment Credits

If the Contract Owner cancels the contract pursuant to the contractual free look provision, Nationwide will recapture all PPCs applied to the contract. In those states that require the return of purchase payments for IRAs that are surrendered pursuant to the contractual free look, Nationwide will recapture all PPCs, but under no circumstances will the amount returned to the Contract Owner be less than the purchase payments made to the contract. In those states that allow a return of Contract Value, the Contract Owner will retain any earnings attributable to the PPCs, but all losses attributable to the PPCs will be incurred by Nationwide. After the end of the contractual free look period, all PPCs are fully vested and not subject to recapture.

Pricing

Generally, Nationwide prices Accumulation Units on each day that the New York Stock Exchange is open. (Pricing is the calculation of a new Accumulation Unit value that reflects that day's investment experience.)

Accumulation Units are not priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Nationwide also will not price purchase payments, withdrawals, or transfers if:

- (1) trading on the New York Stock Exchange is restricted;
- (2) an emergency exists making disposal or valuation of securities held in the Variable Account impracticable; or
- (3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

Rules and regulations of the SEC will govern as to when the conditions described in (2) and (3) exist. If Nationwide is closed on days when the New York Stock Exchange is open, Contract Value may change and Contract Owners will not have access to their accounts.

Application and Allocation of Purchase Payments

Initial Purchase Payments

Initial purchase payments will be priced at the Accumulation Unit value next determined no later than two business days after receipt of an order to purchase if the application and all necessary information are complete and are received at the Service Center before the close of regular trading on the New York Stock Exchange, which generally occurs at 4:00 p.m. EST. If the order is received after the close of regular trading on the New York Stock Exchange, the initial purchase payment will be priced within two business days after the next Valuation Date.

If an incomplete application is not completed within five business days after receipt at the Service Center, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically consents to allow Nationwide to hold the purchase payment until the application is completed.

Generally, initial purchase payments are allocated according to Contract Owner instructions on the application. However, in some states, Nationwide will allocate initial purchase payments to the money market Sub-Account during the free look period. After the free look period, Nationwide will reallocate the Contract Value among the investment options based on the instructions contained on the application. In other states, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application. Contact the Service Center or refer to your contract for state specific information on the allocation of initial purchase payments.

Subsequent Purchase Payments

Any subsequent purchase payment received at the Service Center (along with all necessary information) before the close of regular trading on the New York Stock Exchange on any Valuation Date will be priced at the Accumulation Unit value next determined after receipt of the purchase payment. If a subsequent purchase payment is received at the Service Center (along with all necessary information) after the close of regular trading on the New York Stock Exchange, it will be priced at the Accumulation Unit value determined on the following Valuation Date.

Allocation of Purchase Payments

Nationwide allocates purchase payments to Sub-Accounts as instructed by the Contract Owner. Shares of the underlying mutual funds in which the Sub-Accounts invest are purchased at Net Asset Value, then the Contract Owner receives Accumulation Units in the Sub-Account(s) to which the Contract Owner allocated purchase payments.

Contract Owners can change allocations or make exchanges among the Sub-Accounts after the time of application by submitting a written request to the Service Center. However, no change may be made that would result in an amount less than 1% of the purchase payments being allocated to any Sub-Account. In the event that Nationwide receives such a request, Nationwide will inform the Contract Owner that the allocation instructions are invalid and that the contract's allocations among the Sub-Accounts prior to the request will remain in effect. Certain transactions may be subject to conditions imposed by the underlying mutual funds.

Determining the Contract Value

The Contract Value is the sum of the value of amounts allocated to the Sub-Accounts plus any amount held in the Fixed Account, the GTOs, and the collateral fixed account. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account, the Fixed Account, and the GTOs based on current cash values.

Determining Variable Account Value - Valuing an Accumulation Unit

Sub-Account allocations are accounted for in Accumulation Units. Accumulation Unit values (for each Sub-Account) are determined by calculating the Net Investment Factor for the Sub-Accounts for the current Valuation Period and multiplying that result with the Accumulation Unit values determined on the previous Valuation Period. For each Sub-Account, the Net Investment Factor is the investment performance of the underlying mutual fund in which a particular Sub-Account invests, including the charges assessed against that Sub-Account for a Valuation Period.

Nationwide uses the Net Investment Factor as a way to calculate the investment performance of a Sub-Account from Valuation Period to Valuation Period.

The Net Investment Factor for any particular Sub-Account before the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily total Variable Account charges, which may include charges for optional benefits elected by the Contract Owner. The factor is equal to an annualized rate ranging from 1.55% to 4.00% of the Daily Net Assets, depending on which optional benefits the Contract Owner elects.

Note: The range shown above reflects only those Variable Account charges that are assessed daily as part of the daily Accumulation Unit calculation. It does not reflect the cost of other optional benefits that assess charges via the redemption of Accumulation Units.

Based on the change in the Net Investment Factor, the value of an Accumulation Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Accumulation Units will not change as a result of investment experience, the value of an Accumulation Unit may increase or decrease from Valuation Period to Valuation Period.

Determining Fixed Account Value

Nationwide determines the value of the Fixed Account by:

- (1) adding all amounts allocated to the Fixed Account (including any Extra Value Option credits and Purchase Payment Credits applied to the contract), minus amounts previously transferred or withdrawn from the Fixed Account;
- (2) adding any interest earned on the amounts allocated to the Fixed Account; and
- (3) subtracting charges deducted in accordance with the contract.

Determining Guaranteed Term Option Value

Nationwide determines the value of a Guaranteed Term Option by:

- (1) adding all amounts allocated to any Guaranteed Term Option (including any Extra Value Option credits and Purchase Payment Credits applied to the contract), minus amounts previously transferred or withdrawn from a Guaranteed Term Option (which may be subject to a market value adjustment);
- (2) adding any interest earned on the amounts allocated to a Guaranteed Term Option; and
- (3) subtracting charges deducted in accordance with the contract.

Transfer Requests

Contract Owners may submit transfer requests in writing, over the telephone, or via the Internet to the Service Center. Some benefits or features under the contract may limit the manner in which transfer requests can be submitted, as indicated in the respective provision. Nationwide may restrict or withdraw the telephone and/or Internet transfer privilege at any time.

Generally, Sub-Account transfers will receive the Accumulation Unit value next computed after the transfer request is received at the Service Center. However, if a contract that is limited to submitting transfer requests via U.S. mail submits a transfer request via the Internet or telephone pursuant to Nationwide's one-day delay policy, the transfer will be executed on the next Valuation Date after the exchange request is received at the Service Center (see *Managers of Multiple Contracts*).

Transfer Restrictions

Neither the contracts described in this prospectus nor the underlying mutual funds are designed to support active trading strategies that require frequent movement between or among Sub-Accounts (sometimes referred to as "market-timing" or "short-term trading"). A Contract Owner who intends to use an active trading strategy should consult his/her financial professional and request information on other Nationwide variable annuity contracts that offer investment in underlying mutual funds that are designed specifically to support active trading strategies.

Nationwide discourages (and will take action to deter) short-term trading in this contract because the frequent movement between or among Sub-Accounts may negatively impact other investors in the contract. Short-term trading can result in:

- the dilution of the value of the investors' interests in the underlying mutual fund;
- underlying mutual fund managers taking actions that negatively impact performance (keeping a larger portion of the underlying mutual fund assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- increased administrative costs due to frequent purchases and redemptions.

To protect investors in this contract from the negative impact of these practices, Nationwide has implemented, or reserves the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. Nationwide makes no assurances that all risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Nationwide cannot guarantee that its attempts to deter active trading strategies will be successful. If Nationwide is unable to deter active trading strategies, the performance of the Sub-Accounts that are actively traded may be adversely impacted.

Redemption Fees

Some underlying mutual funds assess a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of the allocation to the Sub-Account. The fee is assessed against the amount transferred and is paid to the underlying mutual fund. Redemption fees compensate the underlying mutual fund for any negative impact on fund performance resulting from short-term trading. If a short-term trading fee is assessed, the Contract Owner will receive a confirmation notice.

Currently, none of the underlying mutual funds assess a short-term trading fee.

U.S. Mail Restrictions

Nationwide monitors transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a contract may appear on these reports if the Contract Owner (or a third party acting on their behalf) engages in a certain number of "transfer events" in a given period. A "transfer event" is any transfer, or combination of transfers, occurring on a given trading day (Valuation Period). For example, if a Contract Owner executes multiple transfers involving 10 investment options in one day, this counts as one transfer event. A single transfer occurring on a given trading day and involving only two investment options will also count as one transfer event.

As a result of this monitoring process, Nationwide may restrict the method of communication by which transfer orders will be accepted. In general, Nationwide will adhere to the following guidelines:

Trading Behavior	Nationwide's Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: <ol style="list-style-type: none">(1) they have been identified as engaging in harmful trading practices; and(2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

For purposes of Nationwide's transfer policy, U.S. mail includes standard U.S. mail, overnight U.S. mail, and overnight delivery via private carrier.

Each January 1, Nationwide will start the monitoring anew, so that each contract starts with 0 transfer events each January 1. See, however, the *Other Restrictions* provision.

Managers of Multiple Contracts

Some financial professionals manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple Contract Owners. These multi-contract financial professionals will generally be required by Nationwide to submit all transfer requests via U.S. mail.

Nationwide may, as an administrative practice, implement a "one-day delay" program for these multi-contract financial professionals, which they can use in addition to or in lieu of submitting transfer requests via U.S. mail. The one-day delay option permits multi-contract financial professionals to continue to submit transfer requests via the Internet or telephone. However, transfer requests submitted by multi-contract financial professionals via the Internet or telephone will not receive the next available Accumulation Unit value. Rather, they will receive the Accumulation Unit value that is calculated on the following Valuation Date. Transfer requests submitted under the one-day delay program are irrevocable. Multi-contract financial professionals will receive advance notice of being subject to the one-day delay program.

Other Restrictions

Contract Owners that are required to submit transfer requests via U.S. mail will be required to use a Nationwide issued form for their transfer request. Nationwide will refuse transfer requests that either do not use the Nationwide issued form for their transfer request or fail to provide accurate and complete information on their transfer request form. In the event that a Contract Owner's transfer request is refused by Nationwide, they will receive notice in writing by U.S. mail and will be required to resubmit their transfer request on a Nationwide issued form.

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds which allow the underlying mutual funds to:

- (1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;
- (2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and
- (3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers from the Fixed Account

A Contract Owner may request to transfer allocations from the Fixed Account to the Sub-Accounts or a GTO only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

Normally, Nationwide will permit 100% of the maturing Fixed Account allocations to be transferred. However, Nationwide may limit the amount that can be transferred from the Fixed Account. Nationwide will determine the amount that may be transferred and will declare this amount at the end of the Fixed Account interest rate guarantee period. The maximum transferable amount will never be less than 10% of the Fixed Account allocation reaching the end of a Fixed Account interest rate guarantee period.

Contract Owners who use Dollar Cost Averaging may transfer from the Fixed Account under the terms of that program.

Nationwide reserves the right to limit the number of transfers from the Fixed Account to the Guaranteed Term Options to one per calendar year.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from a Guaranteed Term Option

Transfers from a Guaranteed Term Option prior to maturity are subject to a market value adjustment. Nationwide reserves the right to limit or refuse transfers to the Fixed Account and to limit the number of transfers out of the Guaranteed Term Options to one per calendar year.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from the Sub-Accounts

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account or a GTO at any time. Nationwide reserves the right to limit or refuse transfers to the Fixed Account and to limit the number of transfers from the Sub-Accounts to the Guaranteed Term Options to one per calendar year.

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Extra Value Option credits and Purchase Payment Credits applied to the contract, but under no circumstances will the amount returned be less than the purchase payments made to the contract.

Where state law requires the return of Contract Value upon cancellation of the contract during the free look period, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Extra Value Option credits and Purchase Payment Credits applied to the contract. The Contract Owner will retain any earnings attributable to the Extra Value Option credits and Purchase Payment Credits, but all losses attributable to the Extra Value Option credits and Purchase Payment Credits will be incurred by Nationwide.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of regular trading on the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of regular trading on the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

If an Extra Value Option has been elected, and the amount withdrawn is subject to a CDSC or would be subject to a CDSC under the B Schedule, then for the first seven Contract Years only, a portion of the amount credited under the Extra Value Option may be recaptured. No recapture will take place after the seventh Contract Year.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts and an amount from the Fixed Account and the GTOs. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial withdrawals are subject to the CDSC provisions of the contract. If a CDSC is assessed, the Contract Owner may elect to have the CDSC deducted from either:

- (a) the amount requested; or
- (b) the Contract Value remaining after the Contract Owner has received the amount requested.

If the Contract Owner does not make a specific election, any applicable CDSC will be deducted from the amount requested by the Contract Owner.

The CDSC deducted is a percentage of the amount requested by the Contract Owner. Amounts deducted for CDSC are not subject to subsequent CDSC.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees are subject to the CDSC provisions of the contract and may be subject to income tax and/or tax penalties. **In addition, withdrawals taken from the contract to pay advisory or investment management fees may negatively impact the benefit associated with the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider.**

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- amounts allocated to the Fixed Account and any interest credited
- amounts allocated to the GTOs plus or minus any market value adjustment

- charges associated with the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider and Joint Option (if elected)
- Purchase Payment Credits, if applicable
- application of any Extra Value Option credits (and any recapture of such credits, if applicable)
- any outstanding loan balance plus accrued interest

The CDSC-free withdrawal privilege does not apply to full surrenders of the contract. For purposes of the CDSC-free withdrawal privilege, a full surrender is:

- multiple withdrawals taken within a Contract Year that deplete the entire Contract Value; or
- any single net withdrawal of 90% or more of the Contract Value.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Withdrawals Under Certain Plan Types

Withdrawals Under a Texas Optional Retirement Program or a Louisiana Optional Retirement Plan

Redemption restrictions apply to contracts issued under the Texas Optional Retirement Program or the Louisiana Optional Retirement Plan.

The Texas Attorney General has ruled that participants in contracts issued under the Texas Optional Retirement Program may only take withdrawals if:

- the participant dies;
- the participant retires;
- the participant terminates employment due to total disability; or
- the participant that works in a Texas public institution of higher education terminates employment.

A participant under a contract issued under the Louisiana Optional Retirement Plan may only take distributions from the contract upon retirement or termination of employment. All retirement benefits under this type of plan must be paid as lifetime income; lump sum cash payments are not permitted, except for death benefits.

Due to these restrictions, a participant under either of these plans will not be able to withdraw Cash Value from the contract unless one of the applicable conditions is met. However, Contract Value may be transferred to other carriers, subject to any sales charges.

Nationwide issues this contract to participants in the Texas Optional Retirement Program in reliance upon and in compliance with Rule 6c-7 of the Investment Company Act of 1940. Nationwide issues this contract to participants in the Louisiana Optional Retirement Plan in reliance upon and in compliance with an exemptive order that Nationwide received from the SEC on August 22, 1990.

Withdrawals Under a Tax Sheltered Annuity

Contract Owners of a Tax Sheltered Annuity may withdraw part or all of their Contract Value before the earlier of the Annuitization Date or the Annuitant's death, except as provided below:

- (A) Contract Value attributable to contributions made under a qualified cash or deferred arrangement (within the meaning of Internal Revenue Code Section 402(g)(3)(A)), a salary reduction agreement (within the meaning of Internal Revenue Code Section 402(g)(3)(C)), or transfers from a Custodial Account (described in Section 403(b)(7) of the Internal Revenue Code), may be withdrawn only:
- (1) when the Contract Owner reaches age 59½, separates from service, dies, or becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7)); or
 - (2) in the case of hardship (as defined for purposes of Internal Revenue Code Section 401(k)), provided that any such hardship surrender may not include any income earned on salary reduction contributions.

- (B) The withdrawal limitations described previously also apply to:
- (1) salary reduction contributions to Tax Sheltered Annuities made for plan years beginning after December 31, 1988;
 - (2) earnings credited to such contracts after the last plan year beginning before January 1, 1989, on amounts attributable to salary reduction contributions; and
 - (3) all amounts transferred from Internal Revenue Code Section 403(b)(7) Custodial Accounts (except that earnings and employer contributions as of December 31, 1988 in such Custodial Accounts may be withdrawn in the case of hardship).

Any distribution other than the above, including a free look cancellation of the contract (when available) may result in taxes, penalties, and/or retroactive disqualification of a Tax Sheltered Annuity.

In order to prevent disqualification of a Tax Sheltered Annuity after a free look cancellation, Nationwide will transfer the proceeds to another Tax Sheltered Annuity upon proper direction by the Contract Owner.

These provisions explain Nationwide's understanding of current withdrawal restrictions. These restrictions may change.

Distributions pursuant to Qualified Domestic Relations Orders will not violate the restrictions stated previously.

Loan Privilege

The loan privilege is only available to Contract Owners of Tax Sheltered Annuities. Loans may be taken from the Contract Value after expiration of the free look period up to the Annuitization Date. Loans are subject to the terms of the contract, the plan, and the Internal Revenue Code. Nationwide may modify the terms of a loan to comply with changes in applicable law. Loans are not available in all states.

Minimum and Maximum Loan Amounts

Contract Owners may borrow a minimum of \$1,000, unless Nationwide is required by law to allow a lesser minimum amount. Each loan must individually satisfy the contract minimum amount.

The maximum nontaxable loan amount is based on information provided by the participant or the employer. This amount may be impacted if a participant has additional loans from other plans. The total of all outstanding loans must not exceed the following limits:

Contract Values	Maximum Outstanding Loan Balance Allowed
up to \$20,000	up to 80% of Contract Value (not more than \$10,000)
\$20,000 and over	up to 50% of Contract Value (not more than \$50,000*)

* The \$50,000 limits will be reduced by the highest outstanding balance owed during the previous 12 months.

For salary reduction Tax Sheltered Annuities, loans may be secured only by the Contract Value.

Maximum Loan Processing Fee

Nationwide charges a Loan Processing Fee at the time each new loan is processed. The Loan Processing Fee will not exceed \$25 per loan processed. This fee compensates Nationwide for expenses related to administering and processing loans. Loans are not available in all states. In addition, some states may not allow Nationwide to assess a Loan Processing Fee.

The fee is taken from all of the investment options in proportion to the Contract Value at the time the loan is processed.

How Loan Requests are Processed

All loans are made from assets in Nationwide's General Account. As collateral for the loan, Nationwide holds an amount equal to the loan in a collateral fixed account (which is part of Nationwide's General Account).

When a loan request is processed, Nationwide transfers Accumulation Units from the Sub-Accounts to the collateral fixed account until the requested amount is reached. The amount deducted from the Sub-Accounts will be in the same proportion as the Sub-Account allocations, unless the Contract Owner has instructed otherwise. If there are not enough

Accumulation Units available in the contract to reach the requested loan amount, Nationwide would then transfer Contract Value from the Fixed Account. Contract Value transferred from the Fixed Account to meet the requested loan amount is not subject to the Fixed Account transfer limitations otherwise applicable under the contract.

If the requested loan amount is not reached based on the transfers stated above, any remaining required collateral for the loan will be transferred from the Guaranteed Term Options. Transfers from the Guaranteed Term Options may be subject to a market value adjustment.

No CDSC will be deducted on transfers related to loan processing.

Interest Charged and Credited

Compound interest is charged on the outstanding loan balance consisting of outstanding principal plus accrued interest. The total interest rate is comprised of a collateral interest rate plus a finance interest rate. The total interest rate is disclosed at the time of loan application or loan issuance.

The finance interest rate will be 2.25%. The collateral interest rate will be the total interest rate minus the finance interest rate and will be no less than the guaranteed minimum interest rate stated in the contract.

When a loan is repaid in accordance with the payment schedule provided at the time the loan is issued, collateral interest and finance interest that accrue between scheduled payments are paid off. As payments are made, collateral interest is credited to the collateral fixed account, and finance interest is paid to Nationwide. Finance interest may provide revenue for risk charges and profit.

Accrual of Principal and Interest After Default

Upon default, unpaid principal and collateral interest, and finance interest, will separately accrue and compound at the total interest rate. When the total interest rate is applied to accruing finance interest after default, the entire amount of interest is added to the outstanding finance interest. This will cause the total amount of the outstanding loan balance to grow rapidly over time. Following is an example of how principal and collateral interest, and finance interest accrue over time after a total default of a \$50,000 loan.

After default, the first time interest is calculated:

1A. The total interest rate (collateral interest rate plus finance interest rate) is applied to the outstanding principal;

$$\begin{array}{rclcl}
 6.25\% & \times & \$50,000 & = & \$3,125 \\
 \text{(total interest rate)} & & \text{(outstanding principal)} & & \text{(\$2,000 = collateral interest} \\
 & & & & \text{\$1,125 = finance interest)}
 \end{array}$$

1B. The amount from 1A representing collateral interest is added to the outstanding principal;

$$\begin{array}{rclcl}
 \$2,000 & + & \$50,000 & = & \$52,000 \\
 \text{(collateral interest)} & & \text{(outstanding principal)} & & \text{(outstanding principal} \\
 & & & & \text{and collateral interest)}
 \end{array}$$

1C. The amount from 1A representing finance interest is held separately, and subsequently accrues interest at the total interest rate on a compound basis and will become the outstanding finance interest; and

$$\begin{array}{r}
 \$1,125 \\
 \text{(outstanding finance interest)}
 \end{array}$$

1D. The outstanding principal and collateral interest, and the outstanding finance interest, are added to determine the total outstanding principal and interest.

$$\begin{array}{rclcl}
 \$52,000 & + & \$1,125 & = & \$53,125 \\
 \text{(outstanding principal} & & \text{(outstanding finance interest)} & & \text{(total outstanding} \\
 \text{and collateral interest)} & & & & \text{principal and interest)}
 \end{array}$$

Thereafter, when interest is calculated:

2A. The total interest rate (collateral interest rate plus finance interest rate) is applied to the outstanding principal and collateral interest from 1A above;

$$\begin{array}{rcl}
 6.25\% & \times & \$52,000 & = & \$3,250 \\
 \text{(total interest rate)} & & \text{(1A outstanding principal and collateral interest)} & & \text{(\$2,080 = collateral interest \$1,170 = finance interest)}
 \end{array}$$

2B. The amount from step 2A representing collateral interest is added to the outstanding principal and collateral interest from 1A;

$$\begin{array}{rcl}
 \$2,080 & + & \$52,000 & = & \$54,080 \\
 \text{(collateral interest)} & & \text{(1A outstanding principal and collateral interest)} & & \text{(outstanding principal and collateral interest)}
 \end{array}$$

2C. The total interest rate is applied to the outstanding finance interest from 1C and added to that outstanding finance interest ;

$$\begin{array}{rcl}
 6.25\% & \times & \$1,125 & = & \$70.31 \\
 \text{(total interest rate)} & & \text{(outstanding finance interest)} & & \text{(finance interest)}
 \end{array}$$

$$\begin{array}{rcl}
 \$70.31 & + & \$1,125 & = & \$1,195.31 \\
 \text{(finance interest)} & & \text{(outstanding finance interest)} & & \text{(outstanding finance interest)}
 \end{array}$$

2D. The amount from step 2A representing finance interest is added to the outstanding finance interest amount in 2C;

$$\begin{array}{rcl}
 \$1,170 & + & \$1,195.31 & = & \$2,365.31 \\
 \text{(finance interest)} & & \text{(outstanding finance interest)} & & \text{(outstanding finance interest)}
 \end{array}$$

2E. The outstanding principal and collateral interest from 2B, and the outstanding finance interest from 2D are added together to determine the total outstanding principal and interest.

$$\begin{array}{rcl}
 \$54,080 & + & \$2,365.31 & = & \$56,445.31 \\
 \text{(total outstanding principal and collateral interest)} & & \text{(outstanding finance interest)} & & \text{(total outstanding principal and interest)}
 \end{array}$$

This method of interest calculation and accrual is applied to the total outstanding principal and collateral interest, and finance interest balances until the entire loan balance is paid. Under this method of interest calculation, after 15 years of default, a \$50,000 loan on which no payments were made will accrue as follows:

Outstanding Principal	\$50,000
Outstanding Collateral Interest	\$ 40,047
Outstanding Finance Interest	\$34,091
Total Outstanding Principal and Interest	\$124,138

Loan Repayment

Loans must be repaid in five years. However, if the loan is used to purchase the Contract Owner's principal residence, the Contract Owner has 15 years to repay the loan.

Contract Owners must identify loan repayments as loan repayments or they will be treated as purchase payments and will not reduce the outstanding loan balance. Payments must be substantially level and made at least quarterly. Over time, unpaid loan interest charges can cause the total amount of the outstanding loan balance to be significant, so it is advantageous to make a loan repayment at least quarterly. The Contract Owner should contact the Service Center to obtain loan pay-off amounts.

When the Contract Owner makes a loan repayment, the amount in the collateral fixed account will be reduced by the amount of the payment that represents loan principal. Additionally, the amount of the payment that represents loan principal and credited interest will be applied to the Sub-Accounts and the Fixed Account in accordance with the allocation instructions in effect at the time the payment is received, unless the Contract Owner directs otherwise.

Loan repayments to the Guaranteed Term Options must be at least \$1,000. If the proportional share of the repayment to the Guaranteed Term Option is less than \$1,000, that portion of the repayment will be allocated to the money market Sub-Account unless the Contract Owner directs otherwise.

Distributions and Annuity Payments

Distributions made from the contract while a loan is outstanding will be reduced by the amount of the outstanding loan plus accrued interest if:

- the contract is surrendered;
- the Contract Owner/Annuitant dies;
- the Contract Owner who is not the Annuitant dies prior to annuitization; or
- annuity payments begin.

Transferring the Contract

Nationwide reserves the right to restrict any transfer of the contract while the loan is outstanding.

Grace Period and Loan Default

If a loan payment is not made when due, interest will continue to accrue. A grace period may be available (refer to the terms of the loan agreement). During the grace period, the loan is considered outstanding, but not in default. If a loan payment is not made by the end of the applicable grace period and the Contract Owner is eligible for a distribution, the loan payment amount may be deducted from the Contract Value and applied as a loan payment, which will be treated as an actual distribution.

If the Contract Owner fails to make a full payment by the end of the applicable grace period, and is not eligible to take a distribution, the loan will default. In the year of a default, the entire outstanding loan balance, plus accrued interest, will be treated as a deemed distribution and will be taxable to the Contract Owner. This deemed distribution may also be subject to an early withdrawal tax penalty by the Internal Revenue Service. After default, the loan is still outstanding and interest will continue to accrue until the entire loan balance has been repaid. Additional loans are not available until all defaulted loans have been repaid.

Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract while the Annuitant is alive, subject to Nationwide's consent. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Amounts pledged or assigned will be treated as distributions and will be included in gross income to the extent that the cash value exceeds the investment in the contract for the taxable year in which it was pledged or assigned. Amounts assigned may be subject to a tax penalty equal to 10% of the amount included in gross income.

Assignment of the entire Contract Value may cause the portion of the Contract Value exceeding the total investment in the contract and previously taxed amounts to be included in gross income for federal income tax purposes each year that the assignment is in effect.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Asset Rebalancing is not available for assets held in the Fixed Account or the GTOs. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Asset Rebalancing may be subject to employer limitations or restrictions for contracts issued to a Tax Sheltered Annuity plan. Contract Owners should consult a financial professional to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs. Transfers from the Fixed Account must be equal to or less than 1/30th of the Fixed Account value at the time the program is requested. Contract Owners that wish to utilize Dollar Cost Averaging should first inquire whether any Enhanced Fixed Account Dollar Cost Averaging programs are available.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Fixed Account or Sub-Account will remain allocated to the Fixed Account or Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, periodically, offer Dollar Cost Averaging programs with an enhanced interest rate referred to as "Enhanced Fixed Account Dollar Cost Averaging." Enhanced Fixed Account Dollar Cost Averaging involves the automatic transfer of a specific amount from an enhanced rate Fixed Account into any Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Enhanced Fixed Account Dollar Cost Averaging. Enhanced Fixed Account Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs. Amounts allocated to the enhanced rate Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program earn a higher rate of interest than assets allocated to the standard Fixed Account. Each enhanced rate is guaranteed for as long as the corresponding program is in effect.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the enhanced rate Fixed Account according to future investment allocation instructions, unless directed otherwise. Enhanced Fixed Account Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Enhanced Fixed Account Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Dollar Cost Averaging for Living Benefits

Nationwide may periodically offer Dollar Cost Averaging programs with the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders referred to as "Dollar Cost Averaging for Living Benefits." Dollar Cost Averaging for Living Benefits involves the automatic transfer of a specific amount from the Fixed Account into another Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Account over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Dollar Cost Averaging for Living Benefits. Only those investment options available with the elected option are available for use in Dollar Cost Averaging for Living Benefits. If a Contract Owner elected Custom Portfolio, Dollar Cost Averaging for Living Benefits transfers into the elected model will be allocated to the Sub-Accounts in the same percentages as the model allocations to those Sub-Accounts. Contact the Service Center for the investment options available for the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders.

Once a Dollar Cost Averaging for Living Benefits program has begun, no transfers among or between Sub-Accounts are permitted until the Dollar Cost Averaging for Living Benefits program is completed or terminated. The interest rate credited on amounts applied to the Fixed Account as part of Dollar Cost Averaging for Living Benefits programs may vary depending on the optional benefit elected.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of a Dollar Cost Averaging for Living Benefits program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the Fixed Account according to future investment allocation instructions, unless directed otherwise. Dollar Cost Averaging for Living Benefits transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging for Living Benefits programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Fixed Account Interest Out Dollar Cost Averaging

Nationwide may, periodically, offer a Dollar Cost Averaging program that permits the transfer of interest earned on Fixed Account allocations referred to as "Fixed Account Interest Out Dollar Cost Averaging." Fixed Account Interest Out Dollar Cost Averaging involves the automatic transfer of the interest earned on Fixed Account allocations into any other Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Fixed Account Interest Out Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will continue to process transfers until the Contract Owner instructs Nationwide in writing to stop the transfers. Fixed Account Interest Out Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Fixed Account Interest Out Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least \$100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts and the Fixed Account proportionally unless Nationwide is instructed otherwise. Systematic Withdrawals are not available from the Guaranteed Term Options.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

A CDSC may apply to amounts taken through Systematic Withdrawals. If the Contract Owner takes Systematic Withdrawals, the maximum amount that can be withdrawn annually without a CDSC is the greater of the amount available under the CDSC-free withdrawal privilege (see *Contingent Deferred Sales Charge*), and a given percentage of the Contract Value that is based on the Contract Owner's age, as shown in the following table:

<u>Contract Owner's Age</u>	<u>Percentage of Contract Value</u>
Under age 59½	5%
59½ through age 61	7%
62 through age 64	8%
65 through age 74	10%
75 and over	13%

The Contract Owner's age is determined as of the date the request for Systematic Withdrawals is recorded by the Service Center. For joint owners, the older joint owner's age will be used.

The CDSC-free withdrawal privilege for Systematic Withdrawals is non-cumulative. Free amounts not taken during any Contract Year cannot be taken as free amounts in a subsequent Contract Year. In any given Contract Year, any amount withdrawn in excess of the amount permitted under this program will be subject to the CDSC provisions (see *Contingent Deferred Sales Charge*).

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Custom Portfolio Asset Rebalancing Service

For Contract Owners that have elected the CPP, CPPLI, or a Nationwide Lifetime Income Rider, Nationwide makes available the Custom Portfolio Asset Rebalancing Service ("Custom Portfolio") at no extra charge. Custom Portfolio is an asset allocation program that Contract Owners can use to build their own customized portfolio of investments, subject to

certain limitations. Asset allocation is the process of investing in different asset classes (such as equity funds, fixed income funds, and money market funds) and may reduce the risk and volatility of investing. There are no guarantees that Custom Portfolio will result in a profit or protect against loss.

Each model is comprised of different percentages of standardized asset categories designed to meet different investment goals, risk tolerances, and investment time horizons. The Contract Owner selects their model, then selects the specific Sub-Accounts (also classified according to standardized asset categories) and investment percentages within the model's parameters, enabling the Contract Owner to create their own unique "Custom Portfolio." Only one Custom Portfolio may be created and in effect at a time and the entire Variable Account Contract Value must participate in the model.

Note: Contract Owners should consult with a qualified financial professional regarding the use of Custom Portfolio and to determine which model is appropriate for them.

Once the Contract Owner creates their Custom Portfolio, that Contract Owner's model is static. This means that the percentage allocated to each Sub-Account will not change over time, except for quarterly rebalancing, as described below.

Note: Allocation percentages within a particular model may subsequently change, but any such changes will not apply to existing model participants; the changes will only apply to participants that elect the model after the change implementation date.

To participate in Custom Portfolio, eligible Contract Owners must submit the proper administrative form to the Service Center in good order. While Custom Portfolio is elected, Contract Owners cannot participate in Asset Rebalancing.

Asset Allocation Models Available with Custom Portfolio

The following models are available with Custom Portfolio:

Conservative:	Designed for Contract Owners that are willing to accept very little risk but still want to see a small amount of growth.
Moderately Conservative:	Designed for Contract Owners that are willing to accept some market volatility in exchange for greater potential income and growth.
Balanced:	Designed for Contract Owners that are willing to accept some market volatility in exchange for potential long-term returns.
Moderate:	Designed for Contract Owners that are willing to accept some short-term price fluctuations in exchange for potential long-term returns.
Capital Appreciation:	Designed for Contract Owners that are willing to accept more short-term price fluctuations in exchange for potential long-term returns.
Moderately Aggressive:	Designed for Contract Owners willing to accept sharp, short-term price fluctuations in exchange for potential long-term returns.
Aggressive:	Designed for Contract Owners that are willing to accept more sharp, short-term price fluctuations in exchange for potential higher long-term returns.

The specific Sub-Accounts available to comprise the equity and fixed income components of the models are contained in the election form, which is provided to Contract Owners at the time Custom Portfolio is elected. At that time, Contract Owners elect their model and the specific Sub-Accounts and percentages that will comprise their Custom Portfolio. The availability of some models may be restricted. Contact the Service Center for the available models.

Quarterly Rebalancing

At the end of each calendar quarter, Nationwide will reallocate the Sub-Account allocations so that the percentages allocated to each Sub-Account match the most recently provided percentages provided by the Contract Owner. If the end of a calendar quarter is a Saturday, Sunday, recognized holiday, or any other day that the New York Stock Exchange is closed, the quarterly rebalancing will occur on the next business day. Rebalancing will be priced using the unit value determined on the last Valuation Date of the calendar quarter. Each quarterly rebalancing is considered a transfer event.

Changing Models or Underlying Mutual Fund Allocations

Contract Owners who have elected 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider may change the Sub-Account allocations or percentages within their elected model or may change models and create a new Custom Portfolio within that new model. Contract Owners who have elected the CPPLI Option or the CPP Option are not permitted to change models but can change the Sub-Account allocations or

percentages within their elected model. To implement one of these changes, Contract Owners must submit new allocation instructions to the Service Center in good order and in writing on Nationwide's administrative form. Any model and percentage changes will count as a transfer event, as described in the *Transfer Restrictions* provision.

Nationwide reserves the right to limit the number of model changes a Contract Owner can make each year.

Terminating Participation in Custom Portfolio

Contract Owners can terminate participation in Custom Portfolio by submitting a written request to the Service Center. In order for the termination to be effective, the termination request must contain valid reallocation instructions that are in accordance with the terms and conditions of the CPP Lifetime Income Option or Nationwide Lifetime Income Rider, as applicable. Termination is effective on the date the termination request is received at the Service Center in good order.

Static Asset Allocation Models

For Contract Owners that have elected the CPP, CPPLI, or a Nationwide Lifetime Income Rider, Nationwide makes available as a permitted investment option the following Static Asset Allocation Model(s): American Funds Option (33% NVIT - American Funds NVIT Asset Allocation Fund, 33% NVIT - American Funds NVIT Bond Fund, and 34% NVIT - American Funds NVIT Growth-Income Fund), Balanced Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Conservative Fund), and Capital Appreciation Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Aggressive Fund). The availability of some models may be restricted. Contact the Service Center for the available models.

A Static Asset Allocation Model is an allocation strategy comprised of two or more underlying mutual funds that together provide a unique allocation mix not available as a single underlying mutual fund. Contract Owners that elect a Static Asset Allocation Model directly own Sub-Account units of the underlying mutual funds that comprise the particular model. In other words, a Static Asset Allocation Model is not a portfolio of underlying mutual funds with one Accumulation Unit value, but rather, direct investment in a certain allocation of Sub-Accounts. There is no additional charge associated with investing in a Static Asset Allocation Model.

A Static Asset Allocation Model is just that: static. The allocations or "split" between one or more Sub-Accounts is not monitored and adjusted to reflect changing market conditions. However, a Contract Owner's investment in a Static Asset Allocation Model is rebalanced quarterly to ensure that the assets are allocated to the percentages in the same proportion that they were allocated at the time of election. The entire Contract Value must be allocated to the elected model.

With respect to transferring into and out of a Static Asset Allocation Model, the model is treated like a Sub-Account and is subject to the *Transfers Prior to Annuitization* provision. The Contract Owner may request to transfer from a model to a permitted Sub-Account. Each transfer into or out of a Static Asset Allocation Model is considered one transfer event.

For additional information about the underlying mutual funds that comprise a Static Asset Allocation Model, see *Appendix A: Underlying Mutual Fund Information*.

Death Benefit

Death of Contract Owner

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitization Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the contingent owner becomes the Contract Owner. If there is no surviving contingent owner, the beneficiary becomes the Contract Owner. If there is no surviving beneficiary, the last surviving Contract Owner's estate becomes the Contract Owner.

A distribution of the Contract Value will be made in accordance with tax rules and as described in *Appendix C: Contract Types and Tax Information*. A CDSC may apply.

Death of Annuitant

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

Death of Contract Owner/Annuitant

If a Contract Owner (including a joint owner) who is also the Annuitant dies before the Annuitization Date, a death benefit is payable to the surviving joint owner. If there is no surviving joint owner, the death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

If the Contract Owner/Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

- (1) in a lump sum;
- (2) as an annuity (see *Annuity Payment Options*); or
- (3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

If the contract has multiple beneficiaries entitled to receive a portion of the death benefit, the Contract Value will continue to be allocated according to the most recent allocation instructions until the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Any Contract Value not allocated to the Sub-Accounts will remain invested and will not be reallocated to the available money market Sub-Account.

Death Benefit Calculations

An applicant may elect either the standard death benefit (One-Year Enhanced Death Benefit) or an available death benefit option that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

The value of each component of the applicable death benefit calculation will be determined as of the date of the Annuitant's death, except for the Contract Value component, which will be determined as of the date described in the applicable death benefit calculation.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide or its affiliates or subsidiaries on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply.

Standard Death Benefit (One-Year Enhanced Death Benefit)

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) and B above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The standard death benefit (One-Year Enhanced Death Benefit) also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

One-Month Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) and B above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The One-Month Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.30% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the

option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. The Combination Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit Option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If, after the first contract anniversary, the Fixed Account allocation becomes greater than 30% of the Contract Value due to the application of additional purchase payments, additional surrenders, or transfers among investment options, then for purposes of calculating the 5% interest anniversary value, 0% will accrue for that year. The 30% threshold will come into effect only as a result of an action or actions by the Contract Owner (e.g., additional purchase payment, surrender or transfers). If the 30% threshold is reached because of a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary before the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

If the contract was issued prior to February 1, 2005, the Contract Value in (1) and B above will be the greater of the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit or the Contract Value as of the date of the Annuitant's death.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The Combination Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Combination Enhanced Death Benefit II Option

For an additional charge at an annualized rate of 0.45% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit II Option. The Combination Enhanced Death Benefit II Option is only available for contracts with Annuitants age 75 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments, accumulated at 5% annual compound interest until the last Contract Anniversary prior to the Annuitant's 81st birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If, after the first contract anniversary, the Fixed Account allocation becomes greater than 30% of the Contract Value due to the application of additional purchase payments, additional surrenders, or transfers among investment options, then for purposes of calculating the 5% interest anniversary value, 0% will accrue for that year. The 30% threshold will come into effect only as a result of an action or actions by the Contract Owner (e.g., additional purchase payment, surrender or transfers). If the 30% threshold is reached because of a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn;
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 81st birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Items shown above that use Contract Value as a factor may include a market value adjustment for any amounts allocated to a GTO.

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The Combination Enhanced Death Benefit II Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Spousal Protection Feature

The standard death benefit and the death benefit options include a Spousal Protection Feature at no additional charge. The Spousal Protection Feature is not available for contracts issued as Charitable Remainder Trusts. The Spousal Protection Feature allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse, provided the conditions described below are satisfied:

- (1) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (2) The spouses must be Co-Annuitants;
- (3) Both spouses must be age 85 or younger at the time the contract is issued; however, if a death benefit option is elected, both spouses must meet the age requirements for the respective death benefit option at the time of application;
- (4) Both spouses must be named as beneficiaries;
- (5) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary;
- (6) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for an IRA or Roth IRA contract, this person must be the Contract Owner); and
- (7) If the Contract Owner requests to add a Co-Annuitant after contract issuance, the date of marriage must be after the contract issue date and Nationwide will require the Contract Owner to provide a copy of the marriage certificate.

If a Co-Annuitant dies before the Annuitization Date, the surviving spouse may continue the contract as its sole Contract Owner. Additionally, if the death benefit value is higher than the Contract Value at the time of the first Co-Annuitant's death, Nationwide will adjust the Contract Value to equal the death benefit value. The surviving Co-Annuitant may then name a new beneficiary but may not name another Co-Annuitant.

If the marriage of the Co-Annuitants terminates due to the death of a spouse, divorce, dissolution, or annulment, the Spousal Protection Feature terminates and the Contract Owner is not permitted to cover a subsequent spouse.

The Spousal Protection Feature may not apply if certain changes to the parties or assignments are made to the contract. Contract Owners contemplating changes to the parties to the contract, including assignments, should contact their financial professional to determine how the changes impact the Spousal Protection Feature.

Additional purchase payments made to the contract after receiving the benefit of the Spousal Protection Feature are subject to the same CDSC provisions that were applicable prior to receiving the benefit of the Spousal Protection Feature. However, no CDSC will apply to purchase payments made prior to the death of the first spouse.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint Annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted in good order to the Service Center, and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin. If the Contract Owner has elected the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, an election to begin annuity payments will terminate all benefits, conditions, guarantees, and charges associated with the elected option.

In addition, any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

If the contract is issued to fund a Tax Sheltered Annuity, annuitization may occur during the first two Contract Years subject to Nationwide's approval.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

- (1) an annuity payment option; and
- (2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

The Custom Portfolio Asset Rebalancing Service and the Static Asset Allocation Models are not available after annuitization.

Any allocations in the Fixed Account that are to be annuitized as a variable payment annuity must be transferred to one or more Sub-Accounts prior to the Annuitization Date. There are no restrictions on Fixed Account transfers made in anticipation of annuitization.

Any allocations in the Sub-Accounts that are to be annuitized as a fixed payment annuity must be transferred to the Fixed Account prior to the Annuitization Date.

Guaranteed Term Options are not available during annuitization. Any Guaranteed Term Option allocations must be transferred out of the Guaranteed Term Options prior to the Annuitization Date. A market value adjustment may apply.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and
- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

- (1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then
- (2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

The Net Investment Factor for any particular Sub-Account on or after the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily Variable Account charges, which is equal to 1.55% of the Daily Net Assets.

The charge used to calculate the Annuity Unit Value may be higher if the Contract Owner elected an optional benefit that assesses a charge after the Annuitization Date (see *Synopsis of the Contracts*).

Based on the change in the Net Investment Factor, the value of an Annuity Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Annuity Units will not change as a result of investment experience, the value of an Annuity Unit may increase or decrease from Valuation Period to Valuation Period.

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than \$2,000, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than \$100. The payment frequency will be changed to an interval that will result in payments of at least \$100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option by that date, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint Annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide or its affiliates or subsidiaries on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply. If the Contract Owner is permitted to submit purchase payments in excess of \$1,000,000, additional restrictions apply, as follows.

Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and the Contract Value annuitized is less than or equal to \$2,000,000, the annuity payment options available are:

- Single Life;
- Standard Joint and Survivor; and
- Single Life with a 10 or 20 Year Term Certain.

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint Annuitant. After the death of either the Annuitant or joint Annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint Annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Annuity Payment Options for Contracts with Total Purchase Payments and/or Contract Value Annuitized Greater Than \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and/or the Contract Value to be annuitized is greater than \$2,000,000, Nationwide may limit the annuity payment option to the longer of:

- (1) a Fixed Life Annuity with a 20 Year Term Certain; or
- (2) a Fixed Life Annuity with a Term Certain to Age 95.

Annuitization of Amounts Greater than \$5,000,000

Additionally, Nationwide may limit the amount that may be annuitized on a single life to \$5,000,000. If the total amount to be annuitized is greater than \$5,000,000 under this contract and/or for all Nationwide issued annuity contracts with the same Annuitant, the Contract Owner must:

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

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstitute individual delivery by contacting the Service Center. Nationwide will reinstitute individual delivery within 30 days after receiving such notification.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, (the "Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

Nationwide Investment Services Corporation

The general distributor, NISC (the "Company"), is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or its affiliates, the Company is cooperating with regulators.

Contents of Statement of Additional Information

General Information and History
Services
Purchase of Securities Being Offered

Underwriters
Advertising
Annuity Payments
Condensed Financial Information
Financial Statements

Investment Company Act of 1940 Registration File No. 811-03330
Securities Act of 1933 Registration File No. 333-103095

Appendix A: Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.

VOL: The underlying mutual fund uses a volatility management strategy to reduce a Contract Owner's exposure to equity investments when equity markets are volatile which may limit investment losses in a down market. However, use of such a strategy may also limit the growth of Contract Value. For contracts with a living benefit option elected, since the benefit base of a living benefit option is not decreased as a result of negative market performance, allocation to this type of underlying mutual fund may provide little or no additional benefit. For contracts without a living benefit option elected, allocation to this type of underlying mutual fund may result in foregone investment gains that could otherwise be realized by investing in riskier underlying mutual funds.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Maximize total return consistent with the Adviser's determination of reasonable risk.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: The fund pursues long-term total return using a strategy that seeks to protect against U.S. inflation.

American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Capital growth by investing in common stocks. Income is a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Financial Management, Inc.
Investment Objective: The Fund seeks to maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Financial Management, Inc.
Investment Objective: To maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: To seek long-term total return and current income.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seeks high total investment return.

BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index).

BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

BNY Mellon Stock Index Fund, Inc.: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks to match the total return of the S&P 500® Index.

BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Fayez Sarofim & Co.
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks capital growth.

Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2

Investment Advisor: Columbia Management Investment Advisors, LLC
Investment Objective: The Fund seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.

Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor: Delaware Management Company, Inc.
Investment Objective: The fund seeks capital appreciation.

Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class

Investment Advisor: Eaton Vance Management
Investment Objective: The fund seeks to provide a high level of current income.

Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares (formerly, Federated Insurance Series - Federated Managed Volatility Fund II: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Federated Global Investment Management Corp.
Sub-advisor: Federated Global Investment Management Corp., Federated Investment Management Company, Federated Equity Management Company of Pennsylvania
Investment Objective: To achieve high current income and moderate capital appreciation.

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares (formerly, Federated Insurance Series - Federated Quality Bond Fund II: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2008

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: The fund seeks capital appreciation.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Long-term capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: High total return through a combination of current income and capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc. (FMRC), FMR Investment Management (UK) Limited (FMR UK), and other investment advisers serve as sub-advisers for the fund.
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: The fund seeks above-average income and long-term capital growth, consistent with reasonable investment risk. The fund seeks to provide a yield that exceeds the composite yield of the S&P 500® Index.

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks capital appreciation with income as a secondary goal.
Designation: FF

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks to maximize income while maintaining prospects for capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term capital appreciation, with preservation of capital as an important consideration.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: Franklin Mutual Advisers, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: Seeks total return while seeking to provide volatility management

Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: Seeks long-term growth of capital.

Guggenheim Variable Funds - Multi-Hedge Strategies

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor: Guggenheim Investments
Investment Objective: Capital appreciation consistent with the return and risk characteristics of the hedge fund universe and, secondarily, to achieve these returns with low correlation to and less volatility than equity indices.

Invesco - Invesco V.I. American Franchise Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seek capital growth.

Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Long-term growth of capital.

Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series II

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2020

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Invesco Oppenheimer V.I. Global Fund: Series II

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks total return.

Invesco Oppenheimer V.I. International Growth Fund: Series II

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Main Street Fund: Series II

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Ivy Variable Insurance Portfolios - High Income: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return through a combination of high current income and capital appreciation.

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide growth of capital.

Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares (formerly, Janus Henderson VIT Balanced Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term capital growth, consistent with preservation of capital and balanced by current income.

Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares (formerly, Janus Henderson VIT Flexible Bond Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Maximum total return, consistent with preservation of capital.

Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares (formerly, Janus Henderson VIT Forty Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares (formerly, Janus Henderson VIT Global Technology Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares (formerly, Janus Henderson VIT Overseas Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares

Investment Advisor: Lazard Asset Management LLC
Investment Objective: Long-term capital appreciation.

Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC

Investment Advisor: Lord, Abbett & Co. LLC
Investment Objective: The Fund's investment objective is to seek income and capital appreciation to produce a high total return.

MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust - MFS Value Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class

This underlying mutual fund is only available in contracts for which good order applications were received before March 27, 2015

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS Research International Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.

Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II

Investment Advisor: Morgan Stanley Investment Management Inc.
Sub-advisor: Morgan Stanley Investment Management Limited
Investment Objective: Both capital appreciation and current income.

Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Rational Advisors, Inc.
Sub-advisor: Tuttle Tactical Management, LLC
Investment Objective: Seeks total return on investment with dividend income as an important component of that return

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to achieve long-term growth of capital and income.
Designation: MF

Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Amundi Pioneer Institutional Asset Management, Inc.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital growth and income through investments in equity securities, including common stocks and securities convertible into common stocks.

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks high total investment return consistent with preservation of capital over the long term.
Designation: FF, VOL

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: DoubleLine Capital LP
Investment Objective: The Fund seeks to maximize total return.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks to provide high current income.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Allianz Global Investors U.S. LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: AQR Capital Management, LLC
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks growth primarily and investment income secondarily consistent with the preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I (formerly, Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Columbia Management Investment Advisers, LLC
Investment Objective: The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks primarily to provide growth of capital, and secondarily current income.
Designation: FF

Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC and Standard Life Investments (Corporate Funds) Limited
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies located in emerging market countries.

Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the MSCI EAFE® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks growth primarily and investment income secondarily consistent with the preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The fund seeks total return.
Designation: FF

Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks long-term capital appreciation.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high total return (including income and capital gains) consistent with preservation of capital over the long term.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to achieve long-term growth of capital and income.
Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II (formerly, Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Dimensional Fund Advisors LP and Thompson, Siegel & Walmsley LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Mellon Investments Corporation; and Wellington Capital Management LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; and WEDGE Capital Management, L.L.P.
Investment Objective: The fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Invesco Advisers, Inc. and Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and WCM Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and Invesco Advisers, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II (formerly, Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Newton Investment Management Limited
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: The Fund seeks current income and long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: The Fund seeks long-term capital growth. The fund invests at least 80% of its net assets in equity securities issued by small- and medium-sized companies with market capitalization similar to those of companies included in the Russell 2500 index.

Neuberger Berman Advisers Management Trust - Mid Cap Growth Portfolio: Class S

This underlying mutual fund is only available in contracts for which good order applications were received before November 6, 2015

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2008

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class

Investment Advisor: PIMCO
Sub-advisor: Research Affiliates, LLC
Investment Objective: The Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management.

Designation: FF

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum current income, consistent with preservation of capital and daily liquidity.

PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited
Investment Objective: Seeks capital growth and current income.

Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB

This underlying mutual fund is only available in contracts for which good order applications were received before November 19, 2016

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited
Investment Objective: Seeks capital appreciation.

Putnam Variable Trust - Putnam VT International Equity Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: The Putnam Advisory Company, LLC
Investment Objective: Seeks capital appreciation.

Putnam Variable Trust - Putnam VT International Value Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited and The Putnam Advisory Company, LLC
Investment Objective: Seeks capital growth. Current income is a secondary objective.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Advisor: T. Rowe Price Associates, Inc.
Investment Objective: The fund seeks long-term capital appreciation.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2012

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A

Investment Advisor: Virtus Investment Advisers, Inc.
Sub-advisor: Duff & Phelps Investment Management Co.
Investment Objective: Capital appreciation and income with approximately equal emphasis.

Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Investment Advisor: Wells Fargo Funds Management, LLC
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts with no optional benefits (the minimum Variable Account charge of 1.55%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2019 (the maximum Variable Account charge of 4.00%). The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only. To obtain a copy of the Condensed Financial Information for any other Variable Account expense tier, contact the Service Center and request a copy of the Statement of Additional Information, which is available free of charge.

The following underlying mutual funds in which the Sub-Accounts invest were added to the Variable Account after December 31, 2019; therefore, no Condensed Financial Information is available:

- American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class II
- MFS(R) Variable Insurance Trust II - MFS Research International Portfolio: Service Class
- MFS(R) Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class
- Putnam Variable Trust - Putnam VT International Value Fund: Class IB

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2019	11.634504	13.199877	13.45%	2,574
2018	12.755951	11.634504	-8.79%	12,676
2017	11.332970	12.755951	12.56%	14,864
2016	11.136056	11.332970	1.77%	3,437
2015	11.460383	11.136056	-2.83%	3,988
2014	11.170882	11.460383	2.59%	10,636
2013	10.137071	11.170882	10.20%	4,576
2012*.....	10.000000	10.137071	1.37%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B - Q/NQ				
2019	28.589477	34.792092	21.70%	9,697
2018	30.845017	28.589477	-7.31%	10,881
2017	26.416455	30.845017	16.76%	11,913
2016	24.156939	26.416455	9.35%	18,088
2015	24.192123	24.156939	-0.15%	21,070
2014	22.484138	24.192123	7.60%	25,857
2013	16.968235	22.484138	32.51%	29,475
2012	14.700898	16.968235	15.42%	39,166
2011	14.077320	14.700898	4.43%	52,930
2010	12.676384	14.077320	11.05%	61,830
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ				
2019	7.645843	8.791147	14.98%	0
2018*.....	10.000000	7.645843	-23.54%	0

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2019	36.457031	43.035294	18.04%	68,839
2018	43.721849	36.457031	-16.62%	86,620
2017	39.351536	43.721849	11.11%	96,326
2016	32.028618	39.351536	22.86%	115,627
2015	34.497207	32.028618	-7.16%	134,594
2014	32.163015	34.497207	7.26%	138,228
2013	23.736041	32.163015	35.50%	181,412
2012	20.351798	23.736041	16.63%	171,655
2011	22.622118	20.351798	-10.04%	206,456
2010	18.151577	22.622118	24.63%	215,971

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2019	13.045066	13.986207	7.21%	743,736
2018	13.635939	13.045066	-4.33%	930,629
2017	13.359507	13.635939	2.07%	1,003,161
2016	12.998943	13.359507	2.77%	1,006,024
2015	13.537743	12.998943	-3.98%	1,102,346
2014	13.311629	13.537743	1.70%	1,177,877
2013	14.773974	13.311629	-9.90%	1,374,724
2012	13.974967	14.773974	5.72%	1,544,168
2011	12.702456	13.974967	10.02%	1,600,573
2010	12.274076	12.702456	3.49%	1,571,238

American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II - Q/NQ				
2019	27.138914	33.063426	21.83%	11,800
2018	29.705515	27.138914	-8.64%	13,015
2017	25.081027	29.705515	18.44%	14,679
2016	22.504337	25.081027	11.45%	17,409
2015	24.304548	22.504337	-7.41%	20,651
2014	21.977073	24.304548	10.59%	28,182
2013	16.476523	21.977073	33.38%	32,131
2012	14.622493	16.476523	12.68%	36,621
2011	14.439706	14.622493	1.27%	52,828
2010	12.881446	14.439706	12.10%	54,621

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2019	25.470951	32.346563	26.99%	170,101
2018	29.727674	25.470951	-14.32%	222,463
2017	27.088025	29.727674	9.74%	262,042
2016	22.419980	27.088025	20.82%	315,448
2015	23.138464	22.419980	-3.11%	314,839
2014	20.219387	23.138464	14.44%	343,531
2013	15.810296	20.219387	27.89%	371,597
2012	13.817561	15.810296	14.42%	437,186
2011	14.153980	13.817561	-2.38%	487,832
2010	12.083621	14.153980	17.13%	490,111

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2019	10.304133	11.652128	13.08%	76,300
2018	10.778600	10.304133	-4.40%	16,274
2017	10.224115	10.778600	5.42%	83,569
2016	9.204695	10.224115	11.08%	45,455
2015*	10.000000	9.204695	-7.95%	6,249
BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2019	9.795954	10.526281	7.46%	94,620
2018	10.023341	9.795954	-2.27%	97,631
2017	9.864440	10.023341	1.61%	77,142
2016	9.778841	9.864440	0.88%	56,138
2015*	10.000000	9.778841	-2.21%	29,370
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2019	11.646483	14.614644	25.49%	73,950
2018	12.778583	11.646483	-8.86%	68,922
2017	11.141837	12.778583	14.69%	61,287
2016	9.750852	11.141837	14.27%	43,926
2015*	10.000000	9.750852	-2.49%	19,276
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019	15.339257	17.782839	15.93%	402,876
2018	16.859917	15.339257	-9.02%	539,493
2017	15.060111	16.859917	11.95%	607,495
2016	14.735844	15.060111	2.20%	711,578
2015	15.119219	14.735844	-2.54%	836,995
2014	15.066151	15.119219	0.35%	866,318
2013	13.375164	15.066151	12.64%	795,626
2012	12.354851	13.375164	8.26%	839,219
2011	13.023023	12.354851	-5.13%	720,896
2010	12.051594	13.023023	8.06%	671,500
BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2019	11.124437	13.126548	18.00%	40,384
2018	13.402971	11.124437	-17.00%	40,597
2017	11.833554	13.402971	13.26%	47,416
2016	10.433286	11.833554	13.42%	45,136
2015	10.871107	10.433286	-4.03%	36,907
2014*	10.000000	10.871107	8.71%	14,097
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019	40.195079	48.362147	20.32%	114,042
2018	44.857817	40.195079	-10.39%	130,379
2017	40.534424	44.857817	10.67%	156,879
2016	32.746128	40.534424	23.78%	195,424
2015	34.055038	32.746128	-3.84%	227,890
2014	32.905931	34.055038	3.49%	246,402
2013	23.752825	32.905931	38.53%	261,950
2012	20.846103	23.752825	13.94%	261,885
2011	21.055151	20.846103	-0.99%	318,473
2010	16.996631	21.055151	23.88%	320,250

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ				
2019	30.050337	38.572542	28.36%	276,897
2018	32.083672	30.050337	-6.34%	354,009
2017	26.884464	32.083672	19.34%	408,124
2016	24.503137	26.884464	9.72%	491,638
2015	24.674634	24.503137	-0.70%	546,705
2014	22.159301	24.674634	11.35%	512,635
2013	17.089697	22.159301	29.66%	555,476
2012	15.033087	17.089697	13.68%	608,660
2011	15.025800	15.033087	0.05%	669,330
2010	13.325154	15.025800	12.76%	708,428
BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2019	25.848901	34.499720	33.47%	116,001
2018	28.265880	25.848901	-8.55%	147,368
2017	22.604266	28.265880	25.05%	180,586
2016	21.330827	22.604266	5.97%	202,154
2015	22.271050	21.330827	-4.22%	258,081
2014	20.979660	22.271050	6.16%	289,396
2013	17.636844	20.979660	18.95%	319,701
2012	16.266161	17.636844	8.43%	380,775
2011	15.193860	16.266161	7.06%	380,244
2010	13.414718	15.193860	13.26%	306,425
BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares - Q/NQ				
2019	21.293342	25.468552	19.61%	3,776
2018	26.799653	21.293342	-20.55%	3,887
2017	21.886397	26.799653	22.45%	4,798
2016	19.034306	21.886397	14.98%	4,401
2015	19.834285	19.034306	-4.03%	5,733
2014	19.883805	19.834285	-0.25%	5,950
2013	13.626244	19.883805	45.92%	6,960
2012	11.511420	13.626244	18.37%	17,996
2011	13.605022	11.511420	-15.39%	43,250
2010	10.563674	13.605022	28.79%	12,664
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2019	9.630215	11.047441	14.72%	2,170
2018	10.190161	9.630215	-5.49%	9,299
2017*	10.000000	10.190161	1.90%	12,807
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2019	13.578809	17.073984	25.74%	29,562
2018	16.607913	13.578809	-18.24%	55,310
2017	15.093906	16.607913	10.03%	68,405
2016	11.695287	15.093906	29.06%	61,951
2015	12.700163	11.695287	-7.91%	41,161
2014	12.213897	12.700163	3.98%	34,007
2013*	10.000000	12.213897	22.14%	9,836

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2019	10.426483	10.991497	5.42%	165,181
2018	10.600658	10.426483	-1.64%	240,357
2017	10.408777	10.600658	1.84%	165,642
2016	9.704090	10.408777	7.26%	143,495
2015	9.955652	9.704090	-2.53%	26,478
2014	10.054852	9.955652	-0.99%	96,587

Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares - Q/NQ				
2019	9.045813	10.679207	18.06%	9,607
2018*	10.000000	9.045813	-9.54%	8,012

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares - Q/NQ				
2019	13.721843	14.747848	7.48%	278,163
2018	14.049148	13.721843	-2.33%	313,188
2017	13.754037	14.049148	2.15%	338,698
2016	13.493432	13.754037	1.93%	230,671
2015	13.766370	13.493432	-1.98%	309,315
2014	13.508571	13.766370	1.91%	335,047
2013	13.619051	13.508571	-0.81%	356,845
2012	12.639973	13.619051	7.75%	401,860
2011	12.587881	12.639973	0.41%	390,276
2010	11.808077	12.587881	6.60%	424,840

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ				
2019	8.231051	10.469167	27.19%	7,564
2018*	10.000000	8.231051	-17.69%	1,013

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2019	16.024514	18.260869	13.96%	345,596
2018	17.002826	16.024514	-5.75%	392,680
2017	15.310482	17.002826	11.05%	447,666
2016	14.777946	15.310482	3.60%	499,015
2015	15.090651	14.777946	-2.07%	573,573
2014	14.708835	15.090651	2.60%	568,764
2013	13.198648	14.708835	11.44%	598,696
2012	12.015199	13.198648	9.85%	653,903
2011	12.256335	12.015199	-1.97%	579,493
2010	11.061456	12.256335	10.80%	470,720

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2019	16.903720	19.949932	18.02%	1,096,263
2018	18.282567	16.903720	-7.54%	1,249,317
2017	15.972377	18.282567	14.46%	1,310,205
2016	15.333394	15.972377	4.17%	1,391,795
2015	15.646628	15.333394	-2.00%	1,550,124
2014	15.194722	15.646628	2.97%	1,566,549
2013	13.347093	15.194722	13.84%	1,678,713
2012	11.990478	13.347093	11.31%	1,629,688
2011	12.331976	11.990478	-2.77%	1,549,965
2010	10.956123	12.331976	12.56%	1,563,431

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2019	18.010863	22.007237	22.19%	103,478
2018	19.898817	18.010863	-9.49%	114,506
2017	16.745783	19.898817	18.83%	141,144
2016	15.989548	16.745783	4.73%	200,042
2015	16.327768	15.989548	-2.07%	289,064
2014	15.833792	16.327768	3.12%	230,878
2013	13.247006	15.833792	19.53%	205,673
2012	11.682452	13.247006	13.39%	185,261
2011	12.211508	11.682452	-4.33%	182,774
2010	10.702903	12.211508	14.10%	186,854
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2019	11.203484	13.689717	22.19%	133,393
2018	11.909798	11.203484	-5.93%	113,801
2017	10.417793	11.909798	14.32%	50,494
2016*	10.000000	10.417793	4.18%	30,404
Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ				
2019	34.151438	44.137482	29.24%	3,491
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2019	12.369433	13.374075	8.12%	177,299
2018	16.702104	12.369433	-25.94%	231,648
2017	17.448583	16.702104	-4.28%	238,057
2016	13.274683	17.448583	31.44%	285,837
2015	17.014476	13.274683	-21.98%	302,953
2014	19.811770	17.014476	-14.12%	458,688
2013	16.209679	19.811770	22.22%	498,248
2012	15.721196	16.209679	3.11%	511,119
2011	16.844048	15.721196	-6.67%	575,247
2010	14.358399	16.844048	17.31%	564,074
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2019	25.038042	31.331878	25.14%	431,201
2018	27.808671	25.038042	-9.96%	514,748
2017	25.073395	27.808671	10.91%	560,344
2016	21.635545	25.073395	15.89%	649,274
2015	22.948871	21.635545	-5.72%	731,219
2014	21.488075	22.948871	6.80%	827,306
2013	17.074776	21.488075	25.85%	891,906
2012	14.817127	17.074776	15.24%	953,456
2011	14.952013	14.817127	-0.90%	969,687
2010	13.215817	14.952013	13.14%	1,010,044
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2019	11.539053	14.731978	27.67%	35,444
2018	12.908378	11.539053	-10.61%	36,829
2017	11.243311	12.908378	14.81%	26,016
2016*	10.000000	11.243311	12.43%	13,368

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2019	33.464877	44.140239	31.90%	240,448
2018	34.142338	33.464877	-1.98%	262,202
2017	25.722495	34.142338	32.73%	307,270
2016	25.983464	25.722495	-1.00%	322,301
2015	24.688001	25.983464	5.25%	394,618
2014	22.588955	24.688001	9.29%	392,894
2013	16.870846	22.588955	33.89%	380,261
2012	14.979593	16.870846	12.63%	406,581
2011	15.219885	14.979593	-1.58%	546,779
2010	12.481090	15.219885	21.94%	438,098
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2019	14.044829	15.127492	7.71%	1,699,443
2018	14.380368	14.044829	-2.33%	2,061,655
2017	14.045468	14.380368	2.38%	2,129,741
2016	13.654550	14.045468	2.86%	2,410,510
2015	13.988397	13.654550	-2.39%	2,609,150
2014	13.452867	13.988397	3.98%	2,620,287
2013	13.953200	13.452867	-3.59%	2,471,018
2012	13.421311	13.953200	3.96%	2,469,672
2011	12.736022	13.421311	5.38%	2,511,593
2010	12.028607	12.736022	5.88%	2,907,876
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2019	39.046143	47.348619	21.26%	339,432
2018	46.539652	39.046143	-16.10%	381,225
2017	39.216358	46.539652	18.67%	468,064
2016	35.588743	39.216358	10.19%	535,651
2015	36.747618	35.588743	-3.15%	622,251
2014	35.202866	36.747618	4.39%	677,957
2013	26.317025	35.202866	33.76%	758,815
2012	23.334246	26.317025	12.78%	863,783
2011	26.586313	23.334246	-12.23%	923,515
2010	21.003506	26.586313	26.58%	975,305
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2019	22.230759	27.905103	25.52%	142,263
2018	26.585923	22.230759	-16.38%	174,425
2017	20.773639	26.585923	27.98%	191,694
2016	22.273235	20.773639	-6.73%	231,293
2015	21.901938	22.273235	1.70%	250,823
2014	24.259602	21.901938	-9.72%	7,855
2013	18.930646	24.259602	28.15%	9,158
2012	15.974082	18.930646	18.51%	10,736
2011	19.628877	15.974082	-18.62%	14,747
2010	17.670650	19.628877	11.08%	11,501
Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ				
2019	11.324809	13.707960	21.04%	12,918
2018	12.297976	11.324809	-7.91%	6,645
2017	12.037067	12.297976	2.17%	2,239

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2 - Q/NQ				
2019	30.231909	39.912348	32.02%	28,698
2018	37.224363	30.231909	-18.78%	34,773
2017	31.749219	37.224363	17.24%	38,523
2016	29.511409	31.749219	7.58%	42,827
2015	30.963952	29.511409	-4.69%	46,550
2014	29.528270	30.963952	4.86%	56,611
2013	23.038865	29.528270	28.17%	60,711
2012	18.417692	23.038865	25.09%	65,732
2011	20.565803	18.417692	-10.45%	72,547
2010	16.534477	20.565803	24.38%	96,241

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019	12.561105	14.822297	18.00%	73,959
2018	14.122672	12.561105	-11.06%	104,287
2017	12.809929	14.122672	10.25%	122,192
2016	11.495830	12.809929	11.43%	139,639
2015	12.450425	11.495830	-7.67%	155,973
2014	12.296248	12.450425	1.25%	209,659
2013	10.091057	12.296248	21.85%	302,502
2012	8.887578	10.091057	13.54%	354,982
2011	9.168592	8.887578	-3.06%	437,846
2010	8.446738	9.168592	8.55%	393,407

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2019	15.692106	17.929814	14.26%	379,087
2018	16.657502	15.692106	-5.80%	427,878
2017	15.426755	16.657502	7.98%	508,514
2016	13.741864	15.426755	12.26%	620,292
2015	15.017640	13.741864	-8.50%	740,613
2014	14.581037	15.017640	2.99%	974,259
2013	12.998413	14.581037	12.18%	998,497
2012	11.720588	12.998413	10.90%	1,070,036
2011	11.627489	11.720588	0.80%	1,226,056
2010	10.482089	11.627489	10.93%	1,260,916

Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2 - Q/NQ				
2019	30.128523	38.332218	27.23%	220,619
2018	32.241819	30.128523	-6.55%	254,819
2017	27.163426	32.241819	18.70%	285,229
2016	23.775707	27.163426	14.25%	319,014
2015	25.064386	23.775707	-5.14%	366,635
2014	23.416383	25.064386	7.04%	500,431
2013	18.339944	23.416383	27.68%	547,727
2012	16.639034	18.339944	10.22%	545,943
2011	15.943958	16.639034	4.36%	541,695
2010	13.423611	15.943958	18.78%	558,201

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2019	35.235306	43.829126	24.39%	244,614
2018	41.083502	35.235306	-14.23%	285,894
2017	37.711520	41.083502	8.94%	338,743
2016	29.421740	37.711520	28.18%	409,641
2015	32.268717	29.421740	-8.82%	483,348
2014	32.590722	32.268717	-0.99%	473,752
2013	24.298298	32.590722	34.13%	485,140
2012	20.848172	24.298298	16.55%	572,616
2011	22.003150	20.848172	-5.25%	677,386
2010	17.430098	22.003150	26.24%	655,199
Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2 - Q/NQ				
2019	9.785330	12.205552	24.73%	99,013
2018	11.804949	9.785330	-17.11%	128,601
2017	8.539463	11.804949	38.24%	224,721
2016	7.385369	8.539463	15.63%	248,279
2015	9.330878	7.385369	-20.85%	284,161
2014*	10.000000	9.330878	-6.69%	346,511
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2019	20.153802	22.327364	10.78%	198,822
2018	24.211786	20.153802	-16.76%	212,612
2017	21.073959	24.211786	14.89%	230,080
2016	19.971817	21.073959	5.52%	289,399
2015	21.694907	19.971817	-7.94%	311,425
2014	24.796913	21.694907	-12.51%	381,933
2013	20.482248	24.796913	21.07%	14,675
2012	17.597006	20.482248	16.40%	15,535
2011	20.000636	17.597006	-12.02%	20,340
2010	18.739899	20.000636	6.73%	21,562
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2019	9.386191	9.426710	0.43%	307,121
2018	9.353549	9.386191	0.35%	409,299
2017	9.320909	9.353549	0.35%	461,090
2016	9.196995	9.320909	1.35%	580,666
2015	9.762040	9.196995	-5.79%	630,943
2014	9.737247	9.762040	0.25%	710,027
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2019	11.664364	12.854320	10.20%	238
2018	12.386080	11.664364	-5.83%	265
2017	11.122226	12.386080	11.36%	1,011
2016	10.827226	11.122226	2.72%	1,011
2015	11.676977	10.827226	-7.28%	4,073
2014	11.410617	11.676977	2.33%	6,322
2013	10.205677	11.410617	11.81%	4,210
2012*	10.000000	10.205677	2.06%	1,369

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ				
2019	9.389854	10.059830	7.14%	0
2018*	10.000000	9.389854	-6.10%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2019	9.550717	9.874056	3.39%	10,238
2018	10.220581	9.550717	-6.55%	9,838
2017	10.013106	10.220581	2.07%	21,267
2016	10.219744	10.013106	-2.02%	14,385
2015	10.192204	10.219744	0.27%	9,000
2014	9.891762	10.192204	3.04%	6,155
2013*	10.000000	9.891762	-1.08%	6,299
Invesco - Invesco V.I. American Franchise Fund: Series II Shares - Q/NQ				
2019	17.297200	23.232240	34.31%	33,434
2018	18.282338	17.297200	-5.39%	38,641
2017	14.618348	18.282338	25.06%	40,153
2016	14.554318	14.618348	0.44%	40,412
2015	14.113080	14.554318	3.13%	62,432
2014	13.252711	14.113080	6.49%	73,317
2013	9.629256	13.252711	37.63%	73,772
2012*	10.000000	9.629256	-3.71%	82,767
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2019	13.299307	16.371365	23.10%	10,340
2018	15.282648	13.299307	-12.98%	10,683
2017	13.538714	15.282648	12.88%	2,310
2016	12.151783	13.538714	11.41%	3,146
2015	12.895118	12.151783	-5.76%	4,323
2014	12.573861	12.895118	2.55%	3,910
2013	9.941884	12.573861	26.47%	6,532
2012*	10.000000	9.941884	-0.58%	567
Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ				
2019	34.068147	44.089911	29.42%	131,739
2018	39.959675	34.068147	-14.74%	151,072
2017	29.773211	39.959675	34.21%	186,503
2016	30.288258	29.773211	-1.70%	238,371
2015	29.675357	30.288258	2.07%	285,812
2014	29.535338	29.675357	0.47%	359,297
2013	23.623841	29.535338	25.02%	39,730
2012	19.839975	23.623841	19.07%	47,059
2011	22.030330	19.839975	-9.94%	54,707
2010	19.339947	22.030330	13.91%	54,037

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II - Q/NQ				
2019	9.895518	10.775438	8.89%	61,878
2018	10.530183	9.895518	-6.03%	74,481
2017	10.086630	10.530183	4.40%	104,235
2016	9.640989	10.086630	4.62%	109,048
2015	10.043051	9.640989	-4.00%	128,043
2014	9.953183	10.043051	0.90%	134,764
2013	10.147135	9.953183	-1.91%	167,509
2012*	10.000000	10.147135	1.47%	178,486
Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ				
2019	8.644728	10.889665	25.97%	32,676
2018	10.915915	8.644728	-20.81%	50,704
2017	8.768423	10.915915	24.49%	73,236
2016	9.154683	8.768423	-4.22%	49,276
2015	9.018701	9.154683	1.51%	43,635
2014*	10.000000	9.018701	-9.81%	20,134
Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ				
2019	27.004017	35.023111	29.70%	570,846
2018	29.848583	27.004017	-9.53%	688,584
2017	25.993004	29.848583	14.83%	811,195
2016	23.721000	25.993004	9.58%	1,024,899
2015	23.368437	23.721000	1.51%	1,201,601
2014	21.500193	23.368437	8.69%	1,210,198
2013	16.615011	21.500193	29.40%	1,198,606
2012	14.473280	16.615011	14.80%	1,295,417
2011	14.747056	14.473280	-1.86%	1,436,298
2010	12.932424	14.747056	14.03%	1,594,658
Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ				
2019	37.470448	46.530253	24.18%	115,860
2018	42.547833	37.470448	-11.93%	125,935
2017	37.938378	42.547833	12.15%	148,672
2016	32.746920	37.938378	15.85%	166,246
2015	35.421019	32.746920	-7.55%	202,084
2014	32.223189	35.421019	9.92%	219,979
2013	23.275125	32.223189	38.44%	250,569
2012	20.092105	23.275125	15.84%	288,510
2011	20.905984	20.092105	-3.89%	307,689
2010	17.256239	20.905984	21.15%	316,561

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019	14.639047	17.550854	19.89%	176,596
2018	15.726197	14.639047	-6.91%	232,282
2017	13.505250	15.726197	16.45%	290,808
2016	14.078872	13.505250	-4.07%	367,965
2015	15.602872	14.078872	-9.77%	456,495
2014	16.729397	15.602872	-6.73%	550,011
2013	13.579823	16.729397	23.19%	485,079
2012	11.574555	13.579823	17.32%	470,846
2011	12.669400	11.574555	-8.64%	582,059
2010	11.841463	12.669400	6.99%	501,739
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2019	12.557110	13.746189	9.47%	57,954
2018	13.031508	12.557110	-3.64%	95,806
2017	12.407450	13.031508	5.03%	129,432
2016	10.846524	12.407450	14.39%	134,991
2015	11.783849	10.846524	-7.95%	145,604
2014	11.745654	11.783849	0.33%	178,028
2013	10.796943	11.745654	8.79%	206,177
2012*	10.000000	10.796943	7.97%	128,775
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2019	16.265186	22.088627	35.80%	64,385
2018	16.532375	16.265186	-1.62%	59,914
2017	13.232761	16.532375	24.94%	38,752
2016	12.665917	13.232761	4.48%	37,969
2015	13.654603	12.665917	-7.24%	53,373
2014	12.857748	13.654603	6.20%	61,907
2013	10.051048	12.857748	27.92%	61,399
2012*	10.000000	10.051048	0.51%	30,600
Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares - Q/NQ				
2019	27.324086	32.892273	20.38%	19,078
2018	27.637470	27.324086	-1.13%	18,142
2017	23.762031	27.637470	16.31%	17,361
2016	23.134842	23.762031	2.71%	19,060
2015	23.403009	23.134842	-1.15%	20,884
2014	21.962131	23.403009	6.56%	27,721
2013	18.620463	21.962131	17.95%	28,421
2012	16.682956	18.620463	11.61%	43,936
2011	16.718524	16.682956	-0.21%	52,520
2010	15.706334	16.718524	6.44%	55,094
Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ				
2019	9.722146	10.459471	7.58%	64,470
2018	10.004767	9.722146	-2.82%	80,506
2017	9.832188	10.004767	1.76%	66,149
2016	9.769508	9.832188	0.64%	64,639
2015*	10.000000	9.769508	-2.30%	44,194

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ				
2019	41.717014	56.205835	34.73%	150,562
2018	41.661468	41.717014	0.13%	190,978
2017	32.551236	41.661468	27.99%	224,411
2016	32.432320	32.551236	0.37%	262,701
2015	29.429792	32.432320	10.20%	348,452
2014	27.559455	29.429792	6.79%	354,239
2013	21.387456	27.559455	28.86%	391,210
2012	17.540103	21.387456	21.93%	449,855
2011	19.144682	17.540103	-8.38%	463,680
2010	18.262625	19.144682	4.83%	577,239
Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ				
2019	23.352014	33.294237	42.58%	127,067
2018	23.508058	23.352014	-0.66%	140,733
2017	16.476604	23.508058	42.68%	175,196
2016	14.699211	16.476604	12.09%	110,962
2015	14.267806	14.699211	3.02%	205,729
2014	13.253541	14.267806	7.65%	61,111
2013	9.943153	13.253541	33.29%	59,472
2012*	10.000000	9.943153	-0.57%	62,631
Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ				
2019	26.004994	32.439391	24.74%	72,097
2018	31.128696	26.004994	-16.46%	86,586
2017	24.171333	31.128696	28.78%	114,773
2016	26.316033	24.171333	-8.15%	130,011
2015	29.311209	26.316033	-10.22%	156,390
2014	33.871823	29.311209	-13.46%	160,318
2013	30.105492	33.871823	12.51%	179,302
2012	27.019283	30.105492	11.42%	226,402
2011	40.560931	27.019283	-33.39%	6,514
2010	32.954500	40.560931	23.08%	5,714
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2019	8.711468	10.132384	16.31%	49,584
2018	10.865801	8.711468	-19.83%	123,555
2017	8.633840	10.865801	25.85%	178,417
2016	7.260617	8.633840	18.91%	96,029
2015	9.225222	7.260617	-21.30%	59,016
2014	9.826132	9.225222	-6.12%	23,606
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2019	9.920884	10.588522	6.73%	50,047
2018	10.182463	9.920884	-2.57%	61,974
2017	9.957597	10.182463	2.26%	30,402
2016*	10.000000	9.957597	-0.42%	30,167

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MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2019	16.054895	22.330063	39.09%	21,944
2018	16.594093	16.054895	-3.25%	27,760
2017	13.341466	16.594093	24.38%	20,302
2016	12.455044	13.341466	7.12%	16,713
2015	12.928562	12.455044	-3.66%	30,677
2014	14.196075	12.928562	-8.93%	48,216
2013	10.210748	14.196075	39.03%	64,500
2012*	10.000000	10.210748	2.11%	9,451

MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2019	30.764807	39.224747	27.50%	641,930
2018	34.862648	30.764807	-11.75%	793,212
2017	30.174995	34.862648	15.53%	930,109
2016	26.937803	30.174995	12.02%	1,131,989
2015	27.619897	26.937803	-2.47%	1,282,415
2014	25.457464	27.619897	8.49%	1,291,825
2013	19.069969	25.457464	33.50%	1,302,751
2012	16.715993	19.069969	14.08%	1,370,276
2011	17.058201	16.715993	-2.01%	1,482,808
2010	15.579184	17.058201	9.49%	1,630,493

MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ				
2019*	10.000000	10.839586	8.40%	4,069

MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019	17.595817	21.767033	23.71%	225,892
2018	19.799865	17.595817	-11.13%	265,149
2017	15.857691	19.799865	24.86%	326,678
2016	15.510831	15.857691	2.24%	362,291
2015	14.818475	15.510831	4.67%	400,839
2014	14.883196	14.818475	-0.43%	356,461
2013	11.844304	14.883196	25.66%	301,126
2012	10.377863	11.844304	14.13%	227,154
2011	10.731658	10.377863	-3.30%	174,273
2010*	10.000000	10.731658	7.32%	66,675

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class - Q/NQ				
2019	12.648308	17.381493	37.42%	52,659
2018	12.775008	12.648308	-0.99%	60,412
2017	10.129121	12.775008	26.12%	66,744
2016	9.720309	10.129121	4.21%	87,929
2015*	10.000000	9.720309	-2.80%	95,841

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Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ				
2019	13.376914	14.566955	8.90%	88,790
2018	13.713564	13.376914	-2.45%	103,760
2017	13.153525	13.713564	4.26%	122,023
2016	12.620477	13.153525	4.22%	139,460
2015	12.926754	12.620477	-2.37%	140,059
2014	12.206768	12.926754	5.90%	167,230
2013	12.471297	12.206768	-2.12%	206,222
2012	11.601585	12.471297	7.50%	231,020
2011	11.179657	11.601585	3.77%	251,881
2010	10.626812	11.179657	5.20%	268,288
Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II - Q/NQ				
2019	23.146567	26.016740	12.40%	1,119
2018	25.294966	23.146567	-8.49%	1,228
2017	23.444812	25.294966	7.89%	2,584
2016	21.534410	23.444812	8.87%	2,619
2015	22.133608	21.534410	-2.71%	2,623
2014	21.850525	22.133608	1.30%	2,634
2013	24.324544	21.850525	-10.17%	2,727
2012	20.961342	24.324544	16.04%	2,898
2011	19.919197	20.961342	5.23%	3,274
2010	18.436694	19.919197	8.04%	2,434
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2019	9.338938	11.756377	25.89%	28,222
2018	10.299360	9.338938	-9.33%	30,465
2017	9.295057	10.299360	10.80%	42,705
2016	8.211898	9.295057	13.19%	17,325
2015*	10.000000	8.211898	-17.88%	0
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2019	17.573035	21.453102	22.08%	20,560
2018	19.232452	17.573035	-8.63%	25,218
2017	16.622334	19.232452	15.70%	28,448
2016	15.209627	16.622334	9.29%	32,846
2015	16.641862	15.209627	-8.61%	39,132
2014	17.260147	16.641862	-3.58%	44,919
2013	13.289650	17.260147	29.88%	69,975
2012	11.008509	13.289650	20.72%	62,433
2011	11.284264	11.008509	-2.44%	66,192
2010*	10.000000	11.284264	12.84%	1,991

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2019	16.340608	19.430708	18.91%	13,562,750
2018	17.469143	16.340608	-6.46%	16,359,819
2017	15.323337	17.469143	14.00%	17,374,207
2016	14.278856	15.323337	7.31%	17,620,682
2015	14.362314	14.278856	-0.58%	18,127,126
2014	13.895004	14.362314	3.36%	18,819,574
2013	11.448043	13.895004	21.37%	19,692,639
2012	10.049284	11.448043	13.92%	19,936,865
2011	10.113208	10.049284	-0.63%	20,331,517
2010	9.170310	10.113208	10.28%	20,831,959
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019	11.322325	12.148184	7.29%	5,242,860
2018	11.626363	11.322325	-2.62%	6,526,211
2017	11.441434	11.626363	1.62%	6,680,535
2016	11.321018	11.441434	1.06%	6,603,606
2015	11.525887	11.321018	-1.78%	7,065,352
2014	11.152136	11.525887	3.35%	7,149,594
2013	11.626980	11.152136	-4.08%	7,640,303
2012	11.251651	11.626980	3.34%	7,010,297
2011	10.809588	11.251651	4.09%	6,833,016
2010	10.359202	10.809588	4.35%	6,986,244
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019	18.070199	23.977355	32.69%	431,635
2018	20.265918	18.070199	-10.83%	519,383
2017	15.716928	20.265918	28.94%	536,950
2016	15.933851	15.716928	-1.36%	713,245
2015	15.190783	15.933851	4.89%	770,815
2014	15.151816	15.190783	0.26%	839,547
2013	11.963698	15.151816	26.65%	933,347
2012	9.953969	11.963698	20.19%	959,622
2011	11.148227	9.953969	-10.71%	1,081,967
2010	10.173918	11.148227	9.58%	1,229,006
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019	20.110362	25.794913	28.27%	701,082
2018	20.563763	20.110362	-2.20%	874,431
2017	16.343498	20.563763	25.82%	987,079
2016	15.220537	16.343498	7.38%	1,215,428
2015	14.526530	15.220537	4.78%	1,395,895
2014	13.653806	14.526530	6.39%	1,571,234
2013	10.700274	13.653806	27.60%	1,706,453
2012	9.258052	10.700274	15.58%	1,892,579
2011	9.866054	9.258052	-6.16%	2,184,489
2010	8.478706	9.866054	16.36%	2,348,391

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2019	16.635799	20.581688	23.72%	3,605,387
2018	17.276705	16.635799	-3.71%	4,362,079
2017	14.392127	17.276705	20.04%	5,045,256
2016	13.159084	14.392127	9.37%	5,928,418
2015	13.222582	13.159084	-0.48%	6,404,575
2014	12.184579	13.222582	8.52%	6,780,728
2013	9.307720	12.184579	30.91%	7,851,187
2012	8.076510	9.307720	15.24%	8,836,965
2011	8.390989	8.076510	-3.75%	9,318,214
2010	7.680104	8.390989	9.26%	9,467,553
Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2019	15.642495	16.812022	7.48%	511,112
2018	16.271712	15.642495	-3.87%	633,610
2017	15.543086	16.271712	4.69%	655,093
2016	14.530681	15.543086	6.97%	727,162
2015	15.198754	14.530681	-4.40%	769,371
2014	14.860889	15.198754	2.27%	767,480
2013	15.266530	14.860889	-2.66%	779,054
2012	13.815131	15.266530	10.51%	824,017
2011	13.294533	13.815131	3.92%	790,300
2010	12.210949	13.294533	8.87%	813,167
Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2019	27.887982	34.870411	25.04%	332,654
2018	30.613339	27.887982	-8.90%	399,445
2017	26.420555	30.613339	15.87%	451,233
2016	22.824317	26.420555	15.76%	567,236
2015	24.799531	22.824317	-7.96%	676,867
2014	23.125702	24.799531	7.24%	666,732
2013	17.361137	23.125702	33.20%	689,057
2012	14.923373	17.361137	16.34%	716,026
2011	15.554410	14.923373	-4.06%	790,463
2010	13.685339	15.554410	13.66%	815,813
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2019	9.871658	11.171120	13.16%	0
2018	10.956060	9.871658	-9.90%	4,294
2017	9.396005	10.956060	16.60%	4,627
2016	9.267843	9.396005	1.38%	0
Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ				
2019	10.077605	10.574813	4.93%	1,760
2018*	10.000000	10.077605	0.78%	0

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Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019	21.697695	24.510227	12.96%	146,419
2018	22.722660	21.697695	-4.51%	178,693
2017	21.618635	22.722660	5.11%	192,922
2016	19.235057	21.618635	12.39%	259,240
2015	20.060978	19.235057	-4.12%	252,740
2014	19.870052	20.060978	0.96%	291,290
2013	18.849769	19.870052	5.41%	72,184
2012	16.714207	18.849769	12.78%	87,978
2011	16.352449	16.714207	2.21%	99,001
2010	14.678887	16.352449	11.40%	76,725
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019	16.163535	20.382422	26.10%	73,326
2018	17.285022	16.163535	-6.49%	94,313
2017	14.072091	17.285022	22.83%	125,797
2016	12.588143	14.072091	11.79%	134,012
2015	12.940693	12.588143	-2.72%	147,188
2014	12.335328	12.940693	4.91%	155,222
2013	8.729324	12.335328	41.31%	175,368
2012	7.589381	8.729324	15.02%	176,447
2011	8.725708	7.589381	-13.02%	224,985
2010	7.681195	8.725708	13.60%	228,507
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019	10.149431	13.273320	30.78%	1,130,877
2018	12.372682	10.149431	-17.97%	1,359,173
2017	10.010572	12.372682	23.60%	1,488,457
2016	10.425446	10.010572	-3.98%	1,842,162
2015	10.659366	10.425446	-2.19%	2,095,436
2014	10.975582	10.659366	-2.88%	1,921,585
2013	9.207623	10.975582	19.20%	1,712,424
2013	9.207623	10.975582	19.20%	1,712,424
2012	8.096336	9.207623	13.73%	1,752,342
2011	9.099245	8.096336	-11.02%	1,902,841
2010	8.121240	9.099245	12.04%	2,013,986
Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019	27.743433	35.240426	27.02%	452,699
2018	28.261086	27.743433	-1.83%	560,928
2017	23.871833	28.261086	18.39%	675,754
2016	21.812760	23.871833	9.44%	867,113
2015	22.010504	21.812760	-0.90%	1,032,857
2014	19.994403	22.010504	10.08%	994,350
2013	15.528004	19.994403	28.76%	955,834
2012	13.854561	15.528004	12.08%	1,016,495
2011	14.019214	13.854561	-1.17%	1,110,370
2010	12.576728	14.019214	11.47%	1,207,805

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Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ				
2019	13.503496	16.479542	22.04%	206,756
2018	15.368782	13.503496	-12.14%	204,354
2017	13.030207	15.368782	17.95%	222,417
2016	12.213314	13.030207	6.69%	313,137
2015	12.627076	12.213314	-3.28%	283,646
2014	12.273931	12.627076	2.88%	315,986
2013	9.628940	12.273931	27.47%	219,371
2012	8.420665	9.628940	14.35%	187,065
2011	9.135711	8.420665	-7.83%	178,411
2010	8.072182	9.135711	13.18%	169,083
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019	12.929779	14.788890	14.38%	3,972,781
2018	14.007687	12.929779	-7.70%	4,709,924
2017	12.697376	14.007687	10.32%	5,137,017
2016	12.154322	12.697376	4.47%	4,830,212
2015	12.477873	12.154322	-2.59%	4,985,967
2014	12.152091	12.477873	2.68%	5,396,114
2013	10.765460	12.152091	12.88%	5,281,136
2012	9.846262	10.765460	9.34%	5,516,846
2011	10.137305	9.846262	-2.87%	5,587,590
2010	9.326349	10.137305	8.70%	5,731,394
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019	13.454305	15.926776	18.38%	7,392,825
2018	14.881663	13.454305	-9.59%	8,622,308
2017	13.052276	14.881663	14.02%	9,337,067
2016	12.352767	13.052276	5.66%	8,888,342
2015	12.716222	12.352767	-2.86%	9,611,624
2014	12.336905	12.716222	3.07%	9,549,110
2013	10.335296	12.336905	19.37%	9,573,117
2012	9.238068	10.335296	11.88%	9,764,558
2011	9.718279	9.238068	-4.94%	10,167,552
2010	8.783074	9.718279	10.65%	9,906,795
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ				
2019	11.887751	12.952326	8.96%	2,267,224
2018	12.398961	11.887751	-4.12%	2,663,009
2017	11.840737	12.398961	4.71%	2,963,799
2016	11.496321	11.840737	3.00%	3,137,308
2015	11.763659	11.496321	-2.27%	3,224,696
2014	11.563059	11.763659	1.73%	3,640,440
2013	11.192977	11.563059	3.31%	3,669,140
2012	10.576522	11.192977	5.83%	4,264,380
2011	10.593192	10.576522	-0.16%	4,196,522
2010	10.074792	10.593192	5.15%	3,949,240

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Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2019	11.019769	12.351852	12.09%	27,099
2018	12.038435	11.019769	-8.46%	25,210
2017	10.654234	12.038435	12.99%	1,873
2016	10.251862	10.654234	3.92%	2,085
2015	10.880481	10.251862	-5.78%	13,263
2014	10.807523	10.880481	0.68%	18,522
2013*	10.000000	10.807523	8.08%	707

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ				
2019	11.308917	12.849922	13.63%	207,655
2018	12.362386	11.308917	-8.52%	224,365
2017	10.659935	12.362386	15.97%	155,836
2016	10.194006	10.659935	4.57%	158,627
2015	10.885359	10.194006	-6.35%	181,265
2014	10.945819	10.885359	-0.55%	189,339
2013*	10.000000	10.945819	9.46%	111,851

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019	13.246906	15.407918	16.31%	6,776,550
2018	14.482999	13.246906	-8.53%	7,945,462
2017	12.907325	14.482999	12.21%	8,521,464
2016	12.282256	12.907325	5.09%	8,800,764
2015	12.610045	12.282256	-2.60%	9,496,394
2014	12.248794	12.610045	2.95%	9,956,761
2013	10.561220	12.248794	15.98%	10,296,976
2012	9.546924	10.561220	10.62%	10,453,717
2011	9.928511	9.546924	-3.84%	10,757,170
2010	9.055130	9.928511	9.65%	10,651,431

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019	13.452810	16.188645	20.34%	2,584,887
2018	15.100930	13.452810	-10.91%	3,020,576
2017	12.990654	15.100930	16.24%	3,675,395
2016	12.263639	12.990654	5.93%	3,987,150
2015	12.647421	12.263639	-3.03%	3,907,576
2014	12.286076	12.647421	2.94%	3,604,294
2013	10.041662	12.286076	22.35%	3,491,375
2012	8.901724	10.041662	12.81%	3,503,545
2011	9.484680	8.901724	-6.15%	3,733,901
2010	8.502192	9.484680	11.56%	3,945,906

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Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019	12.680947	14.269877	12.53%	2,281,372
2018	13.525992	12.680947	-6.25%	2,635,418
2017	12.502409	13.525992	8.19%	2,879,484
2016	11.980164	12.502409	4.36%	3,166,687
2015	12.299802	11.980164	-2.60%	3,254,090
2014	12.003451	12.299802	2.47%	3,333,258
2013	10.960603	12.003451	9.51%	3,464,682
2012	10.117396	10.960603	8.33%	3,787,252
2011	10.304217	10.117396	-1.81%	3,822,480
2010	9.599226	10.304217	7.34%	3,814,862
Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ				
2019	13.839897	15.326726	10.74%	1,189,935
2018	16.675347	13.839897	-17.00%	1,282,586
2017	13.801637	16.675347	20.82%	1,366,108
2016	13.863729	13.801637	-0.45%	1,664,705
2015	14.653973	13.863729	-5.39%	1,777,378
2014	16.204933	14.653973	-9.57%	1,584,663
2013	13.705877	16.204933	18.23%	1,398,146
2012	11.644056	13.705877	17.71%	1,462,847
2011	13.505359	11.644056	-13.78%	1,536,013
2010	12.899269	13.505359	4.70%	1,531,843
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2019	12.270298	13.130783	7.01%	557,232
2018	12.550890	12.270298	-2.24%	715,638
2017	12.236518	12.550890	2.57%	813,974
2016	11.836204	12.236518	3.38%	912,900
2015	12.129348	11.836204	-2.42%	957,894
2014	11.769615	12.129348	3.06%	914,457
2013	12.214926	11.769615	-3.65%	841,494
2012	11.543894	12.214926	5.81%	844,081
2011	11.036643	11.543894	4.60%	834,681
2010	10.498770	11.036643	5.12%	878,651
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019	12.980376	14.005177	7.90%	187,797
2018	13.380348	12.980376	-2.99%	223,102
2017	13.097079	13.380348	2.16%	235,373
2016	12.873267	13.097079	1.74%	271,381
2015	13.143931	12.873267	-2.06%	270,617
2014	12.729470	13.143931	3.26%	288,760
2013	13.200346	12.729470	-3.57%	253,452
2012	12.517681	13.200346	5.45%	298,014
2011	11.989176	12.517681	4.41%	271,960
2010	11.263937	11.989176	6.44%	230,990

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Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2019	12.332009	14.540651	17.91%	17,042
2018	13.947972	12.332009	-11.59%	15,372
2017	12.017600	13.947972	16.06%	6,846
2016	10.958414	12.017600	9.67%	0
2015	11.494043	10.958414	-4.66%	0
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2019	11.755146	13.599767	15.69%	24,670
2018	12.954070	11.755146	-9.26%	24,131
2017	11.558638	12.954070	12.07%	0
2016	10.793613	11.558638	7.09%	0
2015	11.160144	10.793613	-3.28%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2019	29.727204	35.899720	20.76%	66,465
2018	36.672654	29.727204	-18.94%	79,097
2017	26.375640	36.672654	39.04%	100,932
2016	24.925672	26.375640	5.82%	101,878
2015	30.224686	24.925672	-17.53%	121,820
2014	32.566798	30.224686	-7.19%	137,223
2013	32.938255	32.566798	-1.13%	4,742
2012	28.598918	32.938255	15.17%	5,355
2011	37.529025	28.598918	-23.80%	6,766
2010	32.886343	37.529025	14.12%	5,269
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019	12.404752	12.978249	4.62%	1,286,429
2018	12.607189	12.404752	-1.61%	1,645,164
2017	12.543680	12.607189	0.51%	1,796,911
2016	12.646832	12.543680	-0.82%	2,001,809
2015	12.859938	12.646832	-1.66%	2,210,814
2014	12.491657	12.859938	2.95%	2,193,803
2013	13.224664	12.491657	-5.54%	2,131,646
2012	13.034945	13.224664	1.46%	2,201,379
2011	12.344017	13.034945	5.60%	2,148,193
2010	11.966145	12.344017	3.16%	2,423,011
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2019	9.242723	9.261561	0.20%	4,140,814
2018	9.260262	9.242723	-0.19%	4,702,116
2017	9.366180	9.260262	-1.13%	4,815,313
2016	9.512513	9.366180	-1.54%	5,272,605
2015	9.662273	9.512513	-1.55%	6,064,100
2014	9.814396	9.662273	-1.55%	6,119,301
2013	9.968910	9.814396	-1.55%	5,575,231
2012	10.126292	9.968910	-1.55%	5,866,506
2011	10.285273	10.126292	-1.55%	4,988,175
2010	10.447183	10.285273	-1.55%	3,860,154

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2019	8.704552	10.190449	17.07%	184,101
2018	10.378693	8.704552	-16.13%	214,219
2017	8.295598	10.378693	25.11%	217,189
2016	8.372784	8.295598	-0.92%	257,330
2015	8.787660	8.372784	-4.72%	282,845
2014	8.990730	8.787660	-2.26%	299,544
2013	7.767974	8.990730	15.74%	276,730
2012	6.847862	7.767974	13.44%	302,055
2011	7.728306	6.847862	-11.39%	324,461
2010	6.946617	7.728306	11.25%	291,568
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2019	9.582441	11.434106	19.32%	110,314
2018	11.335512	9.582441	-15.47%	136,523
2017	9.250980	11.335512	22.53%	136,099
2016	9.347340	9.250980	-1.03%	132,101
2015	9.628254	9.347340	-2.92%	140,132
2014	10.424930	9.628254	-7.64%	125,435
2013	8.750429	10.424930	19.14%	128,727
2012	7.519128	8.750429	16.38%	147,902
2011	8.763360	7.519128	-14.20%	185,816
2010	8.288047	8.763360	5.73%	156,538
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2019	26.530968	32.318522	21.81%	304,682
2018	29.569383	26.530968	-10.28%	304,970
2017	25.359857	29.569383	16.60%	385,764
2016	23.530220	25.359857	7.78%	404,924
2015	24.141659	23.530220	-2.53%	426,422
2014	23.357307	24.141659	3.36%	429,430
2013	18.644716	23.357307	25.28%	515,436
2012	16.340296	18.644716	14.10%	661,818
2011	17.276245	16.340296	-5.42%	650,832
2010	15.308593	17.276245	12.85%	622,577
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019	16.144913	18.333117	13.55%	988,815
2018	17.236395	16.144913	-6.33%	1,149,759
2017	15.753493	17.236395	9.41%	1,303,148
2016	15.052157	15.753493	4.66%	1,323,120
2015	15.315747	15.052157	-1.72%	1,332,194
2014	14.874829	15.315747	2.96%	1,237,190
2013	13.320802	14.874829	11.67%	1,301,013
2012	12.369957	13.320802	7.69%	1,305,738
2011	12.454099	12.369957	-0.68%	1,346,239
2010	11.519523	12.454099	8.11%	1,471,896

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019	18.913496	22.333354	18.08%	2,217,287
2018	20.542159	18.913496	-7.93%	2,622,040
2017	18.173412	20.542159	13.03%	2,737,491
2016	17.132782	18.173412	6.07%	2,780,203
2015	17.495582	17.132782	-2.07%	2,891,116
2014	16.890696	17.495582	3.58%	2,738,573
2013	14.357616	16.890696	17.64%	2,846,637
2012	12.992591	14.357616	10.51%	2,900,026
2011	13.321369	12.992591	-2.47%	2,983,363
2010	12.077950	13.321369	10.29%	2,755,464
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2019	14.272900	15.391219	7.84%	2,003,875
2018	14.765120	14.272900	-3.33%	2,113,898
2017	14.190534	14.765120	4.05%	2,284,415
2016	13.823930	14.190534	2.65%	2,467,394
2015	14.004489	13.823930	-1.29%	2,424,145
2014	13.692305	14.004489	2.28%	2,294,751
2013	13.266851	13.692305	3.21%	2,516,057
2012	12.813081	13.266851	3.54%	2,756,596
2011	12.643772	12.813081	1.34%	2,897,438
2010	12.128135	12.643772	4.25%	2,785,375
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2019	11.100294	12.348734	11.25%	20,895
2018	11.948195	11.100294	-7.10%	12,061
2017	10.642523	11.948195	12.27%	10,564
2016	10.225951	10.642523	4.07%	10,739
2015	10.734898	10.225951	-4.74%	10,924
2014	10.642548	10.734898	0.87%	11,096
2013*	10.000000	10.642548	6.43%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2019	11.396248	12.930415	13.46%	45,564
2018	12.322727	11.396248	-7.52%	43,569
2017	10.700974	12.322727	15.16%	27,704
2016	10.162604	10.700974	5.30%	28,787
2015	10.747688	10.162604	-5.44%	26,276
2014	10.730869	10.747688	0.16%	9,218
2013*	10.000000	10.730869	7.31%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2019	20.593377	23.871866	15.92%	6,035,250
2018	22.179204	20.593377	-7.15%	7,000,532
2017	19.948658	22.179204	11.18%	8,010,439
2016	18.911052	19.948658	5.49%	8,790,049
2015	19.273306	18.911052	-1.88%	9,551,523
2014	18.612407	19.273306	3.55%	10,083,847
2013	16.210068	18.612407	14.82%	10,571,323
2012	14.859284	16.210068	9.09%	10,548,334
2011	15.098842	14.859284	-1.59%	10,752,055
2010	13.827378	15.098842	9.20%	10,936,273

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2019	24.076341	28.877151	19.94%	3,819,520
2018	26.505556	24.076341	-9.16%	4,470,839
2017	23.073310	26.505556	14.88%	5,293,773
2016	21.603285	23.073310	6.80%	5,741,387
2015	22.104745	21.603285	-2.27%	6,111,051
2014	21.392336	22.104745	3.33%	6,638,775
2013	17.755746	21.392336	20.48%	6,858,546
2012	15.854346	17.755746	11.99%	6,827,653
2011	16.453346	15.854346	-3.64%	6,976,939
2010	14.811308	16.453346	11.09%	7,422,610

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2019	17.443329	19.488428	11.72%	2,077,938
2018	18.406395	17.443329	-5.23%	2,404,600
2017	17.118537	18.406395	7.52%	2,748,863
2016	16.449212	17.118537	4.07%	3,138,674
2015	16.713304	16.449212	-1.58%	3,403,387
2014	16.208260	16.713304	3.12%	3,722,336
2013	14.899704	16.208260	8.78%	3,337,423
2012	14.008562	14.899704	6.36%	3,328,408
2011	13.941083	14.008562	0.48%	3,284,086
2010	13.049164	13.941083	6.84%	3,470,362

Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ				
2019*	10.000000	10.455860	4.56%	0

Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ				
2019*	10.000000	10.756196	7.56%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ				
2019	17.650690	22.628272	28.20%	587,117
2018	18.551749	17.650690	-4.86%	673,092
2017	14.508064	18.551749	27.87%	834,928
2016	14.448317	14.508064	0.41%	999,198
2015	14.230439	14.448317	1.53%	1,187,468
2014	13.122740	14.230439	8.44%	1,203,323
2013	9.916584	13.122740	32.33%	1,225,999
2012	8.673194	9.916584	14.34%	1,269,085
2011	9.103739	8.673194	-4.73%	1,459,718
2010	8.015864	9.103739	13.57%	1,532,854

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2019	11.078280	12.975557	17.13%	169,495
2018	11.823630	11.078280	-6.30%	180,399
2017	10.216020	11.823630	15.74%	72,718
2016	9.559328	10.216020	6.87%	24,481
2015	9.933045	9.559328	-3.76%	10,078
2014*	10.000000	9.933045	-0.67%	693

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2019	12.432688	14.930687	20.09%	7,524
2018	12.963328	12.432688	-4.09%	7,504
2017	10.819380	12.963328	19.82%	3,333
2016	9.986137	10.819380	8.34%	2,409
2015	10.129021	9.986137	-1.41%	20,197
2014*	10.000000	10.129021	1.29%	0

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ				
2019	28.162334	38.076711	35.20%	784,814
2018	29.055924	28.162334	-3.08%	895,718
2017	23.225276	29.055924	25.10%	1,082,195
2016	22.830927	23.225276	1.73%	1,278,513
2015	22.123474	22.830927	3.20%	1,478,825
2014	20.699441	22.123474	6.88%	1,752,494
2013	15.427304	20.699441	34.17%	1,957,750
2012	13.232976	15.427304	16.58%	2,156,249
2011	13.784817	13.232976	-4.00%	2,326,501
2010	12.902816	13.784817	6.84%	2,586,813

Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019	23.552912	29.374987	24.72%	430,461
2018	26.428770	23.552912	-10.88%	501,677
2017	24.754875	26.428770	6.76%	555,692
2016	20.915913	24.754875	18.35%	655,487
2015	22.232778	20.915913	-5.92%	763,379
2014	19.994028	22.232778	11.20%	879,367
2013	15.423673	19.994028	29.63%	1,053,588
2012	13.689520	15.423673	12.67%	1,140,829
2011	13.837289	13.689520	-1.07%	1,234,543
2010	12.421404	13.837289	11.40%	1,354,840

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019	38.194749	47.248416	23.70%	114,968
2018	43.784069	38.194749	-12.77%	139,379
2017	38.410523	43.784069	13.99%	157,161
2016	32.433073	38.410523	18.43%	208,923
2015	33.800295	32.433073	-4.05%	213,000
2014	31.376655	33.800295	7.72%	254,102
2013	23.954075	31.376655	30.99%	259,248
2012	20.712894	23.954075	15.65%	273,425
2011	21.587606	20.712894	-4.05%	292,841
2010	17.374715	21.587606	24.25%	279,801
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2019	14.504369	16.601035	14.46%	250,742
2018	17.823971	14.504369	-18.62%	281,313
2017	14.774361	17.823971	20.64%	276,697
2016	14.294276	14.774361	3.36%	346,274
2015	15.339351	14.294276	-6.81%	372,305
2014	17.250240	15.339351	-11.08%	352,736
2013	14.474833	17.250240	19.17%	5,616
2012	12.561702	14.474833	15.23%	8,001
2011	15.264684	12.561702	-17.71%	11,128
2010	14.641768	15.264684	4.25%	12,218
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2019	14.344470	17.666597	23.16%	230,104
2018	16.519906	14.344470	-13.17%	258,725
2017	14.672069	16.519906	12.59%	282,737
2016	12.841877	14.672069	14.25%	399,005
2015	13.508297	12.841877	-4.93%	411,538
2014	12.446089	13.508297	8.53%	433,711
2013	9.362511	12.446089	32.94%	475,805
2012	8.087528	9.362511	15.76%	529,722
2011	8.747553	8.087528	-7.55%	603,130
2010	7.880723	8.747553	11.00%	630,984
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019	18.189109	22.177358	21.93%	467,397
2018	21.276104	18.189109	-14.51%	560,182
2017	18.983052	21.276104	12.08%	644,138
2016	16.396345	18.983052	15.78%	804,285
2015	17.149372	16.396345	-4.39%	957,816
2014	14.885793	17.149372	15.21%	966,725
2013	11.144104	14.885793	33.58%	933,389
2012	9.729590	11.144104	14.54%	951,741
2011	10.117338	9.729590	-3.83%	1,064,813
2010	8.590080	10.117338	17.78%	1,188,777

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2019	26.171651	34.881296	33.28%	53,978
2018	28.966064	26.171651	-9.65%	52,104
2017	23.603336	28.966064	22.72%	53,035
2016	22.186131	23.603336	6.39%	57,051
2015	22.416732	22.186131	-1.03%	66,802
2014	22.206047	22.416732	0.95%	75,776
2013	15.668920	22.206047	41.72%	96,989
2012	14.073543	15.668920	11.34%	135,785
2011	14.418846	14.073543	-2.39%	138,443
2010	11.706741	14.418846	23.17%	142,706
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2019	33.605022	39.267943	16.85%	55,086
2018	41.190423	33.605022	-18.42%	60,996
2017	38.469752	41.190423	7.07%	63,199
2016	31.106130	38.469752	23.67%	72,750
2015	33.716462	31.106130	-7.74%	80,612
2014	32.077198	33.716462	5.11%	94,881
2013	23.268839	32.077198	37.85%	110,128
2012	19.646755	23.268839	18.44%	111,947
2011	21.106459	19.646755	-6.92%	124,053
2010	16.950847	21.106459	24.52%	141,085
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2019	33.116038	40.868776	23.41%	78,007
2018	38.593479	33.116038	-14.19%	90,037
2017	34.628638	38.593479	11.45%	108,456
2016	28.701828	34.628638	20.65%	123,070
2015	29.716916	28.701828	-3.42%	151,784
2014	30.017921	29.716916	-1.00%	173,131
2013	21.693382	30.017921	38.37%	172,218
2012	19.123780	21.693382	13.44%	225,464
2011	20.620935	19.123780	-7.26%	231,662
2010	16.759011	20.620935	23.04%	230,687
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ				
2019	17.090473	21.208048	24.09%	696,537
2018	18.444712	17.090473	-7.34%	832,270
2017	15.827718	18.444712	16.53%	1,006,880
2016	14.600286	15.827718	8.41%	1,247,706
2015	14.892474	14.600286	-1.96%	1,448,833
2014	13.688335	14.892474	8.80%	1,395,634
2013	10.035019	13.688335	36.41%	1,371,458
2012	9.151616	10.035019	9.65%	1,416,345
2011	9.609219	9.151616	-4.76%	1,593,715
2010	7.899216	9.609219	21.65%	1,686,431

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019	13.479819	17.311260	28.42%	266,431
2018	14.272300	13.479819	-5.55%	325,789
2017	13.657356	14.272300	4.50%	394,787
2016	12.942850	13.657356	5.52%	480,062
2015	13.935441	12.942850	-7.12%	585,742
2014	11.006272	13.935441	26.61%	725,506
2013	10.885630	11.006272	1.11%	749,424
2012	9.566744	10.885630	13.79%	932,355
2011	9.155055	9.566744	4.50%	1,011,482
2010	7.162981	9.155055	27.81%	1,054,778
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2019	15.837988	20.401203	28.81%	288,504
2018	16.912990	15.837988	-6.36%	340,414
2017	14.170806	16.912990	19.35%	374,934
2016	12.920813	14.170806	9.67%	374,726
2015	13.001653	12.920813	-0.62%	189,969
2014	11.679044	13.001653	11.32%	125,333
2013*	10.000000	11.679044	16.79%	66,909
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019	10.190045	10.442135	2.47%	449,547
2018	10.267149	10.190045	-0.75%	540,745
2017	10.266224	10.267149	0.01%	545,900
2016	10.173900	10.266224	0.91%	572,000
2015	10.369443	10.173900	-1.89%	575,133
2014	10.480927	10.369443	-1.06%	596,625
2013	10.634719	10.480927	-1.45%	593,479
2012	10.434896	10.634719	1.91%	574,244
2011	10.462925	10.434896	-0.27%	543,306
2010	10.376547	10.462925	0.83%	625,771
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2019	14.121658	17.372941	23.02%	36,431
2018	16.180749	14.121658	-12.73%	35,471
2017	14.393608	16.180749	12.42%	29,984
2016	12.095210	14.393608	19.00%	29,482
2015	12.916211	12.095210	-6.36%	23,703
2014	12.548417	12.916211	2.93%	16,516
2013*	10.000000	12.548417	25.48%	5,924

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ				
2019	16.779686	22.605123	34.72%	531,885
2018	18.337870	16.779686	-8.50%	630,920
2017	14.605797	18.337870	25.55%	810,084
2016	13.988065	14.605797	4.42%	1,005,614
2015	14.257593	13.988065	-1.89%	1,154,636
2014	13.962704	14.257593	2.11%	1,160,146
2013	10.232209	13.962704	36.46%	1,087,671
2012	9.066008	10.232209	12.86%	1,185,916
2011	9.637421	9.066008	-5.93%	1,335,409
2010	7.740305	9.637421	24.51%	1,447,971
Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S - Q/NQ				
2019	34.155862	44.548764	30.43%	9,320
2018	37.131942	34.155862	-8.01%	12,286
2017	30.277713	37.131942	22.64%	13,001
2016	29.524392	30.277713	2.55%	13,877
2015	29.693842	29.524392	-0.57%	14,903
Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ				
2019	10.069254	10.278657	2.08%	748,231
2018	10.125289	10.069254	-0.55%	913,995
2017	10.193410	10.125289	-0.67%	932,600
2016	10.228737	10.193410	-0.35%	1,026,991
2015	10.370720	10.228737	-1.37%	1,147,142
2014	10.470129	10.370720	-0.95%	1,148,287
2013	10.569776	10.470129	-0.94%	1,342,640
2012	10.263924	10.569776	2.98%	1,226,836
2011	10.395049	10.263924	-1.26%	1,218,602
2010	10.028678	10.395049	3.65%	1,295,825
Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I - Q/NQ				
2019	27.985845	34.683982	23.93%	38,127
2018	30.155664	27.985845	-7.20%	45,983
2017	25.862685	30.155664	16.60%	48,849
2016	23.910654	25.862685	8.16%	79,499
2015	24.400235	23.910654	-2.01%	94,719
2014	22.453312	24.400235	8.67%	119,934
2013	16.574207	22.453312	35.47%	129,425
2012	15.170157	16.574207	9.26%	103,370
2011	15.898247	15.170157	-4.58%	122,267
2010	13.144222	15.898247	20.95%	115,995
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2019	10.675226	11.743997	10.01%	36,278
2018	11.468941	10.675226	-6.92%	47,744
2017	10.274414	11.468941	11.63%	60,825
2016	9.242912	10.274414	11.16%	47,966
2015	10.338337	9.242912	-10.60%	26,664
2014	10.453566	10.338337	-1.10%	54,627
2013	10.606557	10.453566	-1.44%	83,307
2012*	10.000000	10.606557	6.07%	54,868

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2019	9.899511	11.174117	12.88%	6,112
2018	10.566087	9.899511	-6.31%	3,623
2017	9.775882	10.566087	8.08%	12,077
2016	8.770513	9.775882	11.46%	11,968
2015	9.124414	8.770513	-3.88%	4,805
2014	9.139699	9.124414	-0.17%	4,942
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019	11.187734	11.776255	5.26%	26,914
2018	11.847452	11.187734	-5.57%	47,503
2017	10.866940	11.847452	9.02%	66,097
2016	10.726126	10.866940	1.31%	72,628
2015	11.737190	10.726126	-8.61%	82,332
2014	11.886205	11.737190	-1.25%	98,366
2013	12.921925	11.886205	-8.02%	108,301
2012	12.473254	12.921925	3.60%	121,221
2011	11.685600	12.473254	6.74%	135,756
2010	10.852457	11.685600	7.68%	149,972
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019	11.051564	11.307185	2.31%	1,220,640
2018	11.199964	11.051564	-1.33%	1,493,951
2017	11.235123	11.199964	-0.31%	1,503,445
2016	11.264522	11.235123	-0.26%	1,635,773
2015	11.418032	11.264522	-1.34%	1,839,040
2014	11.511662	11.418032	-0.81%	1,820,956
2013	11.720122	11.511662	-1.78%	1,789,319
2012	11.257793	11.720122	4.11%	1,916,249
2011	11.320459	11.257793	-0.55%	1,630,863
2010	10.931791	11.320459	3.56%	1,542,648
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2019	10.155113	10.267274	1.10%	85,355
2018	10.170728	10.155113	-0.15%	78,996
2017	10.097648	10.170728	0.72%	50,665
2016*	10.000000	10.097648	0.98%	16,472
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2019	10.721997	11.426367	6.57%	293,386
2018	10.961333	10.721997	-2.18%	366,861
2017	10.621784	10.961333	3.20%	403,081
2016	10.516847	10.621784	1.00%	388,145
2015	10.646686	10.516847	-1.22%	425,375
2014	10.381645	10.646686	2.55%	448,615
2013	10.766121	10.381645	-3.57%	464,232
2012	9.987223	10.766121	7.80%	476,449
2011*	10.000000	9.987223	-0.13%	179,466

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB - Q/NQ				
2019	10.130318	13.005670	28.38%	58,625
2018	11.245308	10.130318	-9.92%	64,063
2017*	10.000000	11.245308	12.45%	49,244
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019	13.417125	18.062585	34.62%	35,260
2018	13.312726	13.417125	0.78%	19,847
2017	10.329495	13.312726	28.88%	16,400
2016*	10.000000	10.329495	3.29%	12,339
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019	16.803660	20.704356	23.21%	7,241
2018	21.103472	16.803660	-20.37%	5,726
2017	16.933662	21.103472	24.62%	3,254
2016	17.632115	16.933662	-3.96%	2,304
2015	17.884671	17.632115	-1.41%	386
2014	19.487062	17.884671	-8.22%	497
2013	15.455309	19.487062	26.09%	576
2012	12.877022	15.455309	20.02%	641
2011	15.745956	12.877022	-18.22%	713
2010	14.536275	15.745956	8.32%	1,190
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2019	34.211434	43.324079	26.64%	142,199
2018	34.457750	34.211434	-0.71%	177,841
2017	27.491555	34.457750	25.34%	211,366
2016	31.274517	27.491555	-12.10%	282,379
2015	28.244689	31.274517	10.73%	437,589
2014	21.862749	28.244689	29.19%	394,204
2013	14.754064	21.862749	48.18%	374,157
2012	11.440381	14.754064	28.96%	243,677
2011	10.526842	11.440381	8.68%	119,747
2010*	10.000000	10.526842	5.27%	23,014
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019	5.206008	5.717076	9.82%	31,425
2018	7.388487	5.206008	-29.54%	49,154
2017	7.655398	7.388487	-3.49%	74,015
2016	5.421806	7.655398	41.20%	353,145
2015	8.297416	5.421806	-34.66%	47,264
2014	10.449910	8.297416	-20.60%	313,627
2013	9.623642	10.449910	8.59%	222,617
2012*	10.000000	9.623642	-3.76%	67,972

No Additional Contract Options Elected Total - 1.55%
Variable account charges of the daily net assets of the variable account - 1.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019	5.335977	5.876782	10.14%	22,936
2018	7.557622	5.335977	-29.40%	34,953
2017	7.808870	7.557622	-3.22%	38,621
2016	5.519062	7.808870	41.49%	55,212
2015	8.423515	5.519062	-34.48%	65,508
2014	10.576837	8.423515	-20.36%	133,123
2013	9.719512	10.576837	8.82%	124,489
2012*	10.000000	9.719512	-2.80%	153,347
Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A - Q/NQ				
2019*	10.000000	10.776223	7.76%	0
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019	29.168456	35.846396	22.89%	62,828
2018	29.247480	29.168456	-0.27%	64,545
2017	23.603195	29.247480	23.91%	63,625
2016	22.250117	23.603195	6.08%	111,499
2015	23.271260	22.250117	-4.39%	126,732
2014	24.090041	23.271260	-3.40%	174,601
2013	16.287702	24.090041	47.90%	176,105
2012	15.337524	16.287702	6.20%	176,620
2011	16.329136	15.337524	-6.07%	191,354
2010	13.083275	16.329136	24.81%	218,052

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2019.....	9.835289	10.880932	10.63%	0
2018.....	11.060198	9.835289	-11.07%	0
2017.....	10.076336	11.060198	9.76%	0
2016.....	10.153214	10.076336	-0.76%	0
2015.....	10.715639	10.153214	-5.25%	0
2014.....	10.711516	10.715639	0.04%	0
2013.....	9.968212	10.711516	7.46%	0
2012*.....	10.000000	9.968212	-0.32%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B - Q/NQ				
2019.....	13.339887	15.830167	18.67%	0
2018.....	14.761880	13.339887	-9.63%	0
2017.....	12.963952	14.761880	13.87%	0
2016.....	12.156733	12.963952	6.64%	0
2015.....	12.485145	12.156733	-2.63%	0
2014.....	11.899812	12.485145	4.92%	0
2013.....	9.209488	11.899812	29.21%	0
2012.....	8.182982	9.209488	12.54%	0
2011.....	8.035421	8.182982	1.84%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ				
2019.....	7.517885	8.428909	12.12%	0
2018*.....	10.000000	7.517885	-24.82%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2019.....	15.106718	17.388854	15.11%	0
2018.....	18.582515	15.106718	-18.70%	0
2017.....	17.150513	18.582515	8.35%	0
2016.....	14.314111	17.150513	19.82%	0
2015.....	15.810997	14.314111	-9.47%	0
2014.....	15.117439	15.810997	4.59%	0
2013.....	11.441040	15.117439	32.13%	0
2012.....	10.060730	11.441040	13.72%	0
2011.....	11.468085	10.060730	-12.27%	0
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2019.....	8.486975	8.872843	4.55%	0
2018.....	9.099098	8.486975	-6.73%	0
2017.....	9.141507	9.099098	-0.46%	0
2016.....	9.121175	9.141507	0.22%	0
2015.....	9.741775	9.121175	-6.37%	0
2014.....	9.823534	9.741775	-0.83%	0
2013.....	11.181058	9.823534	-12.14%	0
2012.....	10.846928	11.181058	3.08%	0
2011.....	10.110042	10.846928	7.29%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II - Q/NQ				
2019.....	12.865249	15.283796	18.80%	0
2018.....	14.443554	12.865249	-10.93%	0
2017.....	12.505126	14.443554	15.50%	0
2016.....	11.505819	12.505126	8.69%	0
2015.....	12.743417	11.505819	-9.71%	0
2014.....	11.817094	12.743417	7.84%	0
2013.....	9.085321	11.817094	30.07%	0
2012.....	8.269221	9.085321	9.87%	0
2011.....	8.373793	8.269221	-1.25%	0
American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2019.....	18.050233	22.352480	23.83%	0
2018.....	21.607895	18.050233	-16.46%	0
2017.....	20.190095	21.607895	7.02%	0
2016.....	17.135841	20.190095	17.82%	0
2015.....	18.136428	17.135841	-5.52%	0
2014.....	16.252717	18.136428	11.59%	0
2013.....	13.032705	16.252717	24.71%	0
2012.....	11.681415	13.032705	11.57%	0
2011.....	12.270637	11.681415	-4.80%	0
BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2019.....	9.394237	10.358833	10.27%	0
2018.....	10.078982	9.394237	-6.79%	0
2017.....	9.803808	10.078982	2.81%	0
2016.....	9.050931	9.803808	8.32%	0
2015*.....	10.000000	9.050931	-9.49%	0
BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2019.....	8.930920	9.357934	4.78%	0
2018.....	9.372744	8.930920	-4.71%	0
2017.....	9.458915	9.372744	-0.91%	0
2016.....	9.615484	9.458915	-1.63%	0
2015*.....	10.000000	9.615484	-3.85%	0
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2019.....	10.618049	12.992654	22.36%	0
2018.....	11.949342	10.618049	-11.14%	0
2017.....	10.683819	11.949342	11.85%	0
2016.....	9.587897	10.683819	11.43%	0
2015*.....	10.000000	9.587897	-4.12%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019.....	12.022598	13.591068	13.05%	0
2018.....	13.553775	12.022598	-11.30%	0
2017.....	12.414890	13.553775	9.17%	0
2016.....	12.456725	12.414890	-0.34%	0
2015.....	13.107093	12.456725	-4.96%	0
2014.....	13.394481	13.107093	-2.15%	0
2013.....	12.194515	13.394481	9.84%	0
2012.....	11.552419	12.194515	5.56%	0
2011.....	12.487354	11.552419	-7.49%	0
BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2019.....	9.889682	11.379112	15.06%	0
2018.....	12.221416	9.889682	-19.08%	0
2017.....	11.064822	12.221416	10.45%	0
2016.....	10.003696	11.064822	10.61%	0
2015.....	10.689575	10.003696	-6.42%	0
2014*.....	10.000000	10.689575	6.90%	0
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019.....	16.321133	19.148755	17.32%	0
2018.....	18.682287	16.321133	-12.64%	0
2017.....	17.311207	18.682287	7.92%	0
2016.....	14.340731	17.311207	20.71%	0
2015.....	15.294681	14.340731	-6.24%	0
2014.....	15.155791	15.294681	0.92%	0
2013.....	11.218958	15.155791	35.09%	0
2012.....	10.097869	11.218958	11.10%	0
2011.....	10.458936	10.097869	-3.45%	0
BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ				
2019.....	14.807559	18.534099	25.17%	0
2018.....	16.215471	14.807559	-8.68%	0
2017.....	13.933258	16.215471	16.38%	0
2016.....	13.022188	13.933258	7.00%	0
2015.....	13.448019	13.022188	-3.17%	0
2014.....	12.385290	13.448019	8.58%	0
2013.....	9.795375	12.385290	26.44%	0
2012.....	8.836975	9.795375	10.85%	0
2011.....	9.057625	8.836975	-2.44%	0
BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2019.....	13.728633	17.867387	30.15%	0
2018.....	15.397842	13.728633	-10.84%	0
2017.....	12.626768	15.397842	21.95%	0
2016.....	12.218603	12.626768	3.34%	0
2015.....	13.082818	12.218603	-6.61%	0
2014.....	12.638721	13.082818	3.51%	0
2013.....	10.895925	12.638721	15.99%	0
2012.....	10.306157	10.895925	5.72%	0
2011.....	9.871811	10.306157	4.40%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares - Q/NQ				
2019.....	10.202988	11.899947	16.63%	0
2018.....	13.171460	10.202988	-22.54%	0
2017.....	11.030293	13.171460	19.41%	0
2016.....	9.836960	11.030293	12.13%	0
2015.....	10.512052	9.836960	-6.42%	0
2014.....	10.807361	10.512052	-2.73%	0
2013.....	7.594983	10.807361	42.30%	0
2012.....	6.580355	7.594983	15.42%	0
2011.....	7.975465	6.580355	-17.49%	0
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2019.....	9.233699	10.329107	11.86%	0
2018.....	10.021359	9.233699	-7.86%	0
2017*.....	10.000000	10.021359	0.21%	0
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2019.....	11.771247	14.432976	22.61%	0
2018.....	14.767015	11.771247	-20.29%	0
2017.....	13.762251	14.767015	7.30%	0
2016.....	10.934701	13.762251	25.86%	0
2015.....	12.177421	10.934701	-10.21%	0
2014.....	12.010113	12.177421	1.39%	0
2013*.....	10.000000	12.010113	20.10%	0
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2019.....	9.212200	9.469736	2.80%	0
2018.....	9.606437	9.212200	-4.10%	0
2017.....	9.672612	9.606437	-0.68%	0
2016.....	9.247268	9.672612	4.60%	0
2015.....	9.729109	9.247268	-4.95%	0
2014*.....	10.000000	9.729109	-2.71%	0
Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares - Q/NQ				
2019.....	8.961183	10.316069	15.12%	0
2018*.....	10.000000	8.961183	-10.39%	0
Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares - Q/NQ				
2019.....	9.283999	9.729929	4.80%	0
2018.....	9.749405	9.283999	-4.77%	0
2017.....	9.787498	9.749405	-0.39%	0
2016.....	9.846408	9.787498	-0.60%	0
2015.....	10.301970	9.846408	-4.42%	0
2014.....	10.367034	10.301970	-0.63%	0
2013.....	10.718595	10.367034	-3.28%	0
2012.....	10.202555	10.718595	5.06%	0
2011.....	10.419093	10.202555	-2.08%	0
Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ				
2019.....	8.093258	10.037817	24.03%	0
2018*.....	10.000000	8.093258	-19.07%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2019.....	11.355957	12.618806	11.12%	0
2018.....	12.358571	11.355957	-8.11%	0
2017.....	11.411566	12.358571	8.30%	0
2016.....	11.294940	11.411566	1.03%	0
2015.....	11.828362	11.294940	-4.51%	0
2014.....	11.823323	11.828362	0.04%	0
2013.....	10.880077	11.823323	8.67%	0
2012.....	10.157885	10.880077	7.11%	0
2011.....	10.625599	10.157885	-4.40%	0
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2019.....	11.978839	13.785824	15.08%	0
2018.....	13.288626	11.978839	-9.86%	0
2017.....	11.904754	13.288626	11.62%	0
2016.....	11.719328	11.904754	1.58%	0
2015.....	12.264007	11.719328	-4.44%	0
2014.....	12.213774	12.264007	0.41%	0
2013.....	11.002314	12.213774	11.01%	0
2012.....	10.136851	11.002314	8.54%	0
2011.....	10.691060	10.136851	-5.18%	0
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2019.....	12.763278	15.207314	19.15%	0
2018.....	14.463276	12.763278	-11.75%	0
2017.....	12.481042	14.463276	15.88%	0
2016.....	12.220670	12.481042	2.13%	0
2015.....	12.797751	12.220670	-4.51%	0
2014.....	12.727339	12.797751	0.55%	0
2013.....	10.919655	12.727339	16.55%	0
2012.....	9.876283	10.919655	10.56%	0
2011.....	10.586515	9.876283	-6.71%	0
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2019.....	10.476153	12.482532	19.15%	0
2018.....	11.422525	10.476153	-8.29%	0
2017.....	10.245693	11.422525	11.49%	0
2016*.....	10.000000	10.245693	2.46%	0
Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ				
2019.....	15.763145	19.865505	26.03%	0
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2019.....	8.763681	9.239791	5.43%	0
2018.....	12.137459	8.763681	-27.80%	0
2017.....	13.002625	12.137459	-6.65%	0
2016.....	10.144154	13.002625	28.18%	0
2015.....	13.334573	10.144154	-23.93%	0
2014.....	15.923836	13.334573	-16.26%	0
2013.....	13.361001	15.923836	19.18%	0
2012.....	13.289932	13.361001	0.53%	0
2011.....	14.602000	13.289932	-8.99%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2019.....	11.810965	14.412217	22.02%	0
2018.....	13.454819	11.810965	-12.22%	0
2017.....	12.439961	13.454819	8.16%	0
2016.....	11.007406	12.439961	13.01%	0
2015.....	11.973659	11.007406	-8.07%	0
2014.....	11.497624	11.973659	4.14%	0
2013.....	9.369193	11.497624	22.72%	0
2012.....	8.338337	9.369193	12.36%	0
2011.....	8.628595	8.338337	-3.36%	0
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2019.....	10.789913	13.432887	24.49%	0
2018.....	12.380317	10.789913	-12.85%	0
2017.....	11.057613	12.380317	11.96%	0
2016*.....	10.000000	11.057613	10.58%	0
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2019.....	17.163697	22.075719	28.62%	0
2018.....	17.960821	17.163697	-4.44%	0
2017.....	13.875465	17.960821	29.44%	0
2016.....	14.372978	13.875465	-3.46%	0
2015.....	14.004898	14.372978	2.63%	0
2014.....	13.141183	14.004898	6.57%	0
2013.....	10.064934	13.141183	30.56%	0
2012.....	9.165165	10.064934	9.82%	0
2011.....	9.549337	9.165165	-4.02%	0
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2019.....	9.360936	9.831674	5.03%	0
2018.....	9.830559	9.360936	-4.78%	0
2017.....	9.845937	9.830559	-0.16%	0
2016.....	9.815500	9.845937	0.31%	0
2015.....	10.312161	9.815500	-4.82%	0
2014.....	10.170454	10.312161	1.39%	0
2013.....	10.817974	10.170454	-5.99%	0
2012.....	10.671829	10.817974	1.37%	0
2011.....	10.384604	10.671829	2.77%	0
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2019.....	15.341190	18.140325	18.25%	0
2018.....	18.755164	15.341190	-18.20%	0
2017.....	16.205829	18.755164	15.73%	0
2016.....	15.081006	16.205829	7.46%	0
2015.....	15.969634	15.081006	-5.56%	0
2014.....	15.688833	15.969634	1.79%	0
2013.....	12.027756	15.688833	30.44%	0
2012.....	10.937330	12.027756	9.97%	0
2011.....	12.779298	10.937330	-14.41%	0

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Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2019.....	9.525859	11.659844	22.40%	0
2018.....	11.684722	9.525859	-18.48%	0
2017.....	9.362311	11.684722	24.81%	0
2016.....	10.293673	9.362311	-9.05%	0
2015.....	10.380507	10.293673	-0.84%	0
2014.....	11.791546	10.380507	-11.97%	0
2013.....	9.435955	11.791546	24.96%	0
2012.....	8.165865	9.435955	15.55%	0
2011.....	10.290190	8.165865	-20.64%	0
Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2 - Q/NQ				
2019.....	11.909442	15.331846	28.74%	0
2018.....	15.040761	11.909442	-20.82%	0
2017.....	13.154717	15.040761	14.34%	0
2016.....	12.538747	13.154717	4.91%	0
2015.....	13.491780	12.538747	-7.06%	0
2014.....	13.194618	13.491780	2.25%	0
2013.....	10.557395	13.194618	24.98%	0
2012.....	8.655635	10.557395	21.97%	0
2011.....	9.911556	8.655635	-12.67%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019.....	9.600088	11.046411	15.07%	0
2018.....	11.070735	9.600088	-13.28%	0
2017.....	10.297106	11.070735	7.51%	0
2016.....	9.475914	10.297106	8.67%	0
2015.....	10.524843	9.475914	-9.97%	0
2014.....	10.659843	10.524843	-1.27%	0
2013.....	8.971223	10.659843	18.82%	0
2012.....	8.103401	8.971223	10.71%	0
2011.....	8.572581	8.103401	-5.47%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2019.....	11.403565	12.705547	11.42%	0
2018.....	12.415862	11.403565	-8.15%	0
2017.....	11.791031	12.415862	5.30%	0
2016.....	10.770416	11.791031	9.48%	0
2015.....	12.070868	10.770416	-10.77%	0
2014.....	12.019073	12.070868	0.43%	0
2013.....	10.987883	12.019073	9.38%	0
2012.....	10.161156	10.987883	8.14%	0
2011.....	10.337100	10.161156	-1.70%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2 - Q/NQ				
2019.....	14.857567	18.432765	24.06%	0
2018.....	16.308063	14.857567	-8.89%	0
2017.....	14.088820	16.308063	15.75%	0
2016.....	12.645452	14.088820	11.41%	0
2015.....	13.671139	12.645452	-7.50%	0
2014.....	13.098195	13.671139	4.37%	0
2013.....	10.520267	13.098195	24.50%	0
2012.....	9.788761	10.520267	7.47%	0
2011.....	9.618667	9.788761	1.77%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2019.....	13.997080	16.977735	21.29%	0
2018.....	16.739520	13.997080	-16.38%	0
2017.....	15.756551	16.739520	6.24%	0
2016.....	12.605566	15.756551	25.00%	0
2015.....	14.178348	12.605566	-11.09%	0
2014.....	14.685488	14.178348	-3.45%	0
2013.....	11.228119	14.685488	30.79%	0
2012.....	9.880225	11.228119	13.64%	0
2011.....	10.693264	9.880225	-7.60%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2 - Q/NQ				
2019.....	8.698451	10.579901	21.63%	0
2018.....	10.763386	8.698451	-19.18%	0
2017.....	7.983852	10.763386	34.81%	0
2016.....	7.080419	7.983852	12.76%	0
2015.....	9.174301	7.080419	-22.82%	0
2014*.....	10.000000	9.174301	-8.26%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2019.....	8.747695	9.449980	8.03%	0
2018.....	10.779012	8.747695	-18.85%	0
2017.....	9.620693	10.779012	12.04%	0
2016.....	9.349597	9.620693	2.90%	0
2015.....	10.415700	9.349597	-10.24%	0
2014.....	12.209094	10.415700	-14.69%	0
2013.....	10.341886	12.209094	18.05%	0
2012.....	9.112327	10.341886	13.49%	0
2011.....	10.621110	9.112327	-14.21%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2019.....	8.530355	8.353965	-2.07%	0
2018.....	8.718907	8.530355	-2.16%	0
2017.....	8.909593	8.718907	-2.14%	0
2016.....	9.014862	8.909593	-1.17%	0
2015.....	9.813066	9.014862	-8.13%	0
2014*.....	10.000000	9.813066	-1.87%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2019.....	9.860585	10.596143	7.46%	0
2018.....	10.739533	9.860585	-8.18%	0
2017.....	9.888993	10.739533	8.60%	0
2016.....	9.871631	9.888993	0.18%	0
2015.....	10.918227	9.871631	-9.59%	0
2014.....	10.941464	10.918227	-0.21%	0
2013.....	10.035690	10.941464	9.03%	0
2012*.....	10.000000	10.035690	0.36%	0
Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ				
2019.....	9.232902	9.645564	4.47%	0
2018*.....	10.000000	9.232902	-7.67%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2019.....	8.279349	8.346645	0.81%	0
2018.....	9.087444	8.279349	-8.89%	0
2017.....	9.129513	9.087444	-0.46%	0
2016.....	9.555063	9.129513	-4.45%	0
2015.....	9.772519	9.555063	-2.23%	0
2014.....	9.726485	9.772519	0.47%	0
2013*.....	10.000000	9.726485	-2.74%	0
Invesco - Invesco V.I. American Franchise Fund: Series II Shares - Q/NQ				
2019.....	14.618358	19.145800	30.97%	0
2018.....	15.847753	14.618358	-7.76%	0
2017.....	12.993880	15.847753	21.96%	0
2016.....	13.266199	12.993880	-2.05%	0
2015.....	13.192369	13.266199	0.56%	0
2014.....	12.704298	13.192369	3.84%	0
2013.....	9.466194	12.704298	34.21%	0
2012*.....	10.000000	9.466194	-5.34%	0
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2019.....	11.242497	13.495085	20.04%	0
2018.....	13.250919	11.242497	-15.16%	0
2017.....	12.037415	13.250919	10.08%	0
2016.....	11.079217	12.037415	8.65%	0
2015.....	12.057109	11.079217	-8.11%	0
2014.....	12.056867	12.057109	0.00%	0
2013.....	9.776240	12.056867	23.33%	0
2012*.....	10.000000	9.776240	-2.24%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ				
2019.....	13.899830	17.541187	26.20%	0
2018.....	16.722497	13.899830	-16.88%	0
2017.....	12.776371	16.722497	30.89%	0
2016.....	13.328220	12.776371	-4.14%	0
2015.....	13.391834	13.328220	-0.48%	0
2014.....	13.668863	13.391834	-2.03%	0
2013.....	11.211863	13.668863	21.91%	0
2012.....	9.656850	11.211863	16.10%	0
2011.....	10.996329	9.656850	-12.18%	0
Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II - Q/NQ				
2019.....	8.468240	8.991812	6.18%	0
2018.....	9.242686	8.468240	-8.38%	0
2017.....	9.078654	9.242686	1.81%	0
2016.....	8.898361	9.078654	2.03%	0
2015.....	9.506092	8.898361	-6.39%	0
2014.....	9.661467	9.506092	-1.61%	0
2013.....	10.101146	9.661467	-4.35%	0
2012*.....	10.000000	10.101146	1.01%	0
Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ				
2019.....	7.684989	9.439874	22.84%	0
2018.....	9.953406	7.684989	-22.79%	0
2017.....	8.198596	9.953406	21.40%	0
2016.....	8.777605	8.198596	-6.60%	0
2015.....	8.867977	8.777605	-1.02%	0
2014*.....	10.000000	8.867977	-11.32%	0
Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ				
2019.....	13.639069	17.249254	26.47%	0
2018.....	15.462949	13.639069	-11.80%	0
2017.....	13.808050	15.462949	11.99%	0
2016.....	12.921720	13.808050	6.86%	0
2015.....	13.054568	12.921720	-1.02%	0
2014.....	12.317402	13.054568	5.98%	0
2013.....	9.761410	12.317402	26.18%	0
2012.....	8.720574	9.761410	11.94%	0
2011.....	9.111845	8.720574	-4.29%	0
Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ				
2019.....	15.173694	18.373700	21.09%	0
2018.....	17.672416	15.173694	-14.14%	0
2017.....	16.158743	17.672416	9.37%	0
2016.....	14.302381	16.158743	12.98%	0
2015.....	15.865292	14.302381	-9.85%	0
2014.....	14.801290	15.865292	7.19%	0
2013.....	10.963654	14.801290	35.00%	0
2012.....	9.706372	10.963654	12.95%	0
2011.....	10.356846	9.706372	-6.28%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019.....	11.473604	13.413540	16.91%	0
2018.....	12.642173	11.473604	-9.24%	0
2017.....	11.132895	12.642173	13.56%	0
2016.....	11.901177	11.132895	-6.46%	0
2015.....	13.526302	11.901177	-12.01%	0
2014.....	14.873321	13.526302	-9.06%	0
2013.....	12.381105	14.873321	20.13%	0
2012.....	10.822733	12.381105	14.40%	0
2011.....	12.148338	10.822733	-10.91%	0
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2019.....	10.615473	11.331591	6.75%	0
2018.....	11.299256	10.615473	-6.05%	0
2017.....	11.031872	11.299256	2.42%	0
2016.....	9.889317	11.031872	11.55%	0
2015.....	11.018213	9.889317	-10.25%	0
2014.....	11.262750	11.018213	-2.17%	0
2013.....	10.617153	11.262750	6.08%	0
2012*.....	10.000000	10.617153	6.17%	0
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2019.....	13.749897	18.208251	32.42%	0
2018.....	14.334614	13.749897	-4.08%	0
2017.....	11.765414	14.334614	21.84%	0
2016.....	11.548069	11.765414	1.88%	0
2015.....	12.767379	11.548069	-9.55%	0
2014.....	12.329154	12.767379	3.55%	0
2013.....	9.883606	12.329154	24.74%	0
2012*.....	10.000000	9.883606	-1.16%	0
Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares - Q/NQ				
2019.....	15.837658	18.590767	17.38%	0
2018.....	16.430511	15.837658	-3.61%	0
2017.....	14.485852	16.430511	13.42%	0
2016.....	14.462423	14.485852	0.16%	0
2015.....	15.003485	14.462423	-3.61%	0
2014.....	14.439056	15.003485	3.91%	0
2013.....	12.554341	14.439056	15.01%	0
2012.....	11.535756	12.554341	8.83%	0
2011.....	11.854679	11.535756	-2.69%	0
Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ				
2019.....	8.863618	9.298567	4.91%	0
2018.....	9.355379	8.863618	-5.26%	0
2017.....	9.427978	9.355379	-0.77%	0
2016.....	9.606277	9.427978	-1.86%	0
2015*.....	10.000000	9.606277	-3.94%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ				
2019.....	20.944732	27.516977	31.38%	0
2018.....	21.453903	20.944732	-2.37%	0
2017.....	17.188716	21.453903	24.81%	0
2016.....	17.561799	17.188716	-2.12%	0
2015.....	16.342600	17.561799	7.46%	0
2014.....	15.694545	16.342600	4.13%	0
2013.....	12.490370	15.694545	25.65%	0
2012.....	10.505376	12.490370	18.90%	0
2011.....	11.758534	10.505376	-10.66%	0
Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ				
2019.....	19.736546	27.439614	39.03%	0
2018.....	20.378595	19.736546	-3.15%	0
2017.....	14.646164	20.378595	39.14%	0
2016.....	13.398564	14.646164	9.31%	0
2015.....	13.337253	13.398564	0.46%	0
2014.....	12.705240	13.337253	4.97%	0
2013.....	9.774821	12.705240	29.98%	0
2012*.....	10.000000	9.774821	-2.25%	0
Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ				
2019.....	10.662632	12.969962	21.64%	0
2018.....	13.091401	10.662632	-18.55%	0
2017.....	10.423878	13.091401	25.59%	0
2016.....	11.637757	10.423878	-10.43%	0
2015.....	13.293565	11.637757	-12.46%	0
2014.....	15.754475	13.293565	-15.62%	0
2013.....	14.359886	15.754475	9.71%	0
2012.....	13.217665	14.359886	8.64%	0
2011.....	20.348569	13.217665	-35.04%	0
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2019.....	7.922213	8.985065	13.42%	0
2018.....	10.135329	7.922213	-21.84%	0
2017.....	8.258118	10.135329	22.73%	0
2016.....	7.121234	8.258118	15.96%	0
2015.....	9.279480	7.121234	-23.26%	0
2014*.....	10.000000	9.279480	-7.21%	0
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2019.....	9.276726	9.654651	4.07%	0
2018.....	9.765702	9.276726	-5.01%	0
2017.....	9.793058	9.765702	-0.28%	0
2016*.....	10.000000	9.793058	-2.07%	0

Maximum Additional Contract Options Elected Total - 4.00%
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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2019.....	13.571956	18.407140	35.63%	0
2018.....	14.388071	13.571956	-5.67%	0
2017.....	11.862036	14.388071	21.30%	0
2016.....	11.355706	11.862036	4.46%	0
2015.....	12.088386	11.355706	-6.06%	0
2014.....	13.612555	12.088386	-11.20%	0
2013.....	10.040642	13.612555	35.57%	0
2012*.....	10.000000	10.040642	0.41%	0
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2019.....	14.514340	18.045185	24.33%	0
2018.....	16.870096	14.514340	-13.96%	0
2017.....	14.973088	16.870096	12.67%	0
2016.....	13.706866	14.973088	9.24%	0
2015.....	14.412642	13.706866	-4.90%	0
2014.....	13.623229	14.412642	5.79%	0
2013.....	10.465246	13.623229	30.18%	0
2012.....	9.408072	10.465246	11.24%	0
2011.....	9.845207	9.408072	-4.44%	0
MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ				
2019*.....	10.000000	10.658497	6.58%	0
MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019.....	14.145256	17.063175	20.63%	0
2018.....	16.325971	14.145256	-13.36%	0
2017.....	13.407969	16.325971	21.76%	0
2016.....	13.448345	13.407969	-0.30%	0
2015.....	13.175880	13.448345	2.07%	0
2014.....	13.571171	13.175880	-2.91%	0
2013.....	11.075504	13.571171	22.53%	0
2012.....	9.952454	11.075504	11.28%	0
2011.....	10.553972	9.952454	-5.70%	0
MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class - Q/NQ				
2019.....	11.503646	15.415208	34.00%	0
2018.....	11.917230	11.503646	-3.47%	0
2017.....	9.689253	11.917230	22.99%	0
2016.....	9.534811	9.689253	1.62%	0
2015*.....	10.000000	9.534811	-4.65%	0
Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ				
2019.....	9.069631	9.630762	6.19%	0
2018.....	9.536519	9.069631	-4.90%	0
2017.....	9.379817	9.536519	1.67%	0
2016.....	9.228707	9.379817	1.64%	0
2015.....	9.693950	9.228707	-4.80%	0
2014.....	9.387603	9.693950	3.26%	0
2013.....	9.835857	9.387603	-4.56%	0
2012.....	9.384016	9.835857	4.82%	0
2011.....	9.272835	9.384016	1.20%	0

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Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II - Q/NQ				
2019.....	11.785379	12.917216	9.60%	0
2018.....	13.209970	11.785379	-10.78%	0
2017.....	12.555230	13.209970	5.21%	0
2016.....	11.825571	12.555230	6.17%	0
2015.....	12.464953	11.825571	-5.13%	0
2014.....	12.619640	12.464953	-1.23%	0
2013.....	14.407234	12.619640	-12.41%	0
2012.....	12.732769	14.407234	13.15%	0
2011.....	12.407669	12.732769	2.62%	0
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2019.....	8.514149	10.451434	22.75%	0
2018.....	9.630864	8.514149	-11.60%	0
2017.....	8.912842	9.630864	8.06%	0
2016.....	8.074487	8.912842	10.38%	0
2015*.....	10.000000	8.074487	-19.26%	0
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2019.....	14.304953	17.028700	19.04%	0
2018.....	16.057916	14.304953	-10.92%	0
2017.....	14.231629	16.057916	12.83%	0
2016.....	13.353461	14.231629	6.58%	0
2015.....	14.984006	13.353461	-10.88%	0
2014.....	15.937528	14.984006	-5.98%	0
2013.....	12.584259	15.937528	26.65%	0
2012.....	10.690803	12.584259	17.71%	0
2011.....	11.237723	10.690803	-4.87%	0
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2019.....	11.874489	13.768737	15.95%	0
2018.....	13.020498	11.874489	-8.80%	0
2017.....	11.711637	13.020498	11.18%	0
2016.....	11.191035	11.711637	4.65%	0
2015.....	11.543750	11.191035	-3.06%	0
2014.....	11.453192	11.543750	0.79%	0
2013.....	9.676940	11.453192	18.36%	0
2012.....	8.711845	9.676940	11.08%	0
2011.....	8.990500	8.711845	-3.10%	0
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019.....	8.228062	8.608568	4.62%	0
2018.....	8.665843	8.228062	-5.05%	0
2017.....	8.745029	8.665843	-0.91%	0
2016.....	8.873212	8.745029	-1.44%	0
2015.....	9.264376	8.873212	-4.22%	0
2014.....	9.192699	9.264376	0.78%	0
2013.....	9.828732	9.192699	-6.47%	0
2012.....	9.754812	9.828732	0.76%	0
2011.....	9.610001	9.754812	1.51%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019.....	13.131242	16.990448	29.39%	0
2018.....	15.105084	13.131242	-13.07%	0
2017.....	12.012351	15.105084	25.75%	0
2016.....	12.488043	12.012351	-3.81%	0
2015.....	12.209543	12.488043	2.28%	0
2014.....	12.489077	12.209543	-2.24%	0
2013.....	10.112740	12.489077	23.50%	0
2012.....	8.629108	10.112740	17.19%	0
2011.....	9.910740	8.629108	-12.93%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019.....	14.613521	18.277975	25.08%	0
2018.....	15.326650	14.613521	-4.65%	0
2017.....	12.490910	15.326650	22.70%	0
2016.....	11.928625	12.490910	4.71%	0
2015.....	11.675291	11.928625	2.17%	0
2014.....	11.253950	11.675291	3.74%	0
2013.....	9.044481	11.253950	24.43%	0
2012.....	8.025562	9.044481	12.70%	0
2011.....	8.770488	8.025562	-8.49%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2019.....	12.397244	14.956174	20.64%	0
2018.....	13.205431	12.397244	-6.12%	0
2017.....	11.280343	13.205431	17.07%	0
2016.....	10.576309	11.280343	6.66%	0
2015.....	10.898622	10.576309	-2.96%	0
2014.....	10.299359	10.898622	5.82%	0
2013.....	8.068255	10.299359	27.65%	0
2012.....	7.180065	8.068255	12.37%	0
2011.....	7.649649	7.180065	-6.14%	0
Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2019.....	9.623462	10.085653	4.80%	0
2018.....	10.267521	9.623462	-6.27%	0
2017.....	10.057316	10.267521	2.09%	0
2016.....	9.641455	10.057316	4.31%	0
2015.....	10.342181	9.641455	-6.78%	0
2014.....	10.370357	10.342181	-0.27%	0
2013.....	10.925354	10.370357	-5.08%	0
2012.....	10.139584	10.925354	7.75%	0
2011.....	10.005788	10.139584	1.34%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2019.....	12.644149	15.416631	21.93%	0
2018.....	14.236205	12.644149	-11.18%	0
2017.....	12.598912	14.236205	13.00%	0
2016.....	11.160977	12.598912	12.88%	0
2015.....	12.436506	11.160977	-10.26%	0
2014.....	11.893116	12.436506	4.57%	0
2013.....	9.156194	11.893116	29.89%	0
2012.....	8.071835	9.156194	13.43%	0
2011.....	8.627495	8.071835	-6.44%	0
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2019.....	9.896823	10.920939	10.35%	0
2018.....	11.266029	9.896823	-12.15%	0
2017.....	9.907575	11.266029	13.71%	0
2016*.....	10.000000	9.907575	-0.92%	0
Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ				
2019.....	9.909271	10.139442	2.32%	0
2018*.....	10.000000	9.909271	-0.91%	0
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019.....	11.746016	12.938499	10.15%	0
2018.....	12.616612	11.746016	-6.90%	0
2017.....	12.309042	12.616612	2.50%	0
2016.....	11.230516	12.309042	9.60%	0
2015.....	12.011790	11.230516	-6.50%	0
2014.....	12.201126	12.011790	-1.55%	0
2013.....	11.869984	12.201126	2.79%	0
2012.....	10.794438	11.869984	9.96%	0
2011.....	10.829621	10.794438	-0.32%	0
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019.....	12.352833	15.189525	22.96%	0
2018.....	13.549187	12.352833	-8.83%	0
2017.....	11.311168	13.549187	19.79%	0
2016.....	10.375801	11.311168	9.01%	0
2015.....	10.938659	10.375801	-5.15%	0
2014.....	10.693103	10.938659	2.30%	0
2013.....	7.760083	10.693103	37.80%	0
2012.....	6.919276	7.760083	12.15%	0
2011.....	8.158038	6.919276	-15.18%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019.....	7.756582	9.891660	27.53%	0
2018.....	9.698634	7.756582	-20.02%	0
2017.....	8.046568	9.698634	20.53%	0
2016.....	8.593352	8.046568	-6.36%	0
2015.....	9.010513	8.593352	-4.63%	0
2014.....	9.514697	9.010513	-5.30%	0
2013.....	8.185656	9.514697	16.24%	0
2013.....	8.185656	9.514697	16.24%	0
2012.....	7.381798	8.185656	10.89%	0
2011.....	8.507686	7.381798	-13.23%	0
Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019.....	13.814944	17.111484	23.86%	0
2018.....	14.434052	13.814944	-4.29%	0
2017.....	12.502348	14.434052	15.45%	0
2016.....	11.714590	12.502348	6.72%	0
2015.....	12.122510	11.714590	-3.36%	0
2014.....	11.293162	12.122510	7.34%	0
2013.....	8.994143	11.293162	25.56%	0
2012.....	8.230126	8.994143	9.28%	0
2011.....	8.540056	8.230126	-3.63%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ				
2019.....	10.320045	12.281144	19.00%	0
2018.....	12.047287	10.320045	-14.34%	0
2017.....	10.473901	12.047287	15.02%	0
2016.....	10.067075	10.473901	4.04%	0
2015.....	10.673844	10.067075	-5.68%	0
2014.....	10.640160	10.673844	0.32%	0
2013.....	8.560112	10.640160	24.30%	0
2012.....	7.677428	8.560112	11.50%	0
2011.....	8.541617	7.677428	-10.12%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019.....	9.882019	11.021689	11.53%	0
2018.....	10.980726	9.882019	-10.01%	0
2017.....	10.206767	10.980726	7.58%	0
2016.....	10.018856	10.206767	1.88%	0
2015.....	10.548127	10.018856	-5.02%	0
2014.....	10.534914	10.548127	0.13%	0
2013.....	9.570922	10.534914	10.07%	0
2012.....	8.977648	9.570922	6.61%	0
2011.....	9.478391	8.977648	-5.28%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019.....	10.282757	11.869559	15.43%	0
2018.....	11.665728	10.282757	-11.85%	0
2017.....	10.491919	11.665728	11.19%	0
2016.....	10.182312	10.491919	3.04%	0
2015.....	10.749491	10.182312	-5.28%	0
2014.....	10.695021	10.749491	0.51%	0
2013.....	9.188343	10.695021	16.40%	0
2012.....	8.422942	9.188343	9.09%	0
2011.....	9.086483	8.422942	-7.30%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ				
2019.....	9.085740	9.653086	6.24%	0
2018.....	9.719720	9.085740	-6.52%	0
2017.....	9.518302	9.719720	2.12%	0
2016.....	9.476622	9.518302	0.44%	0
2015.....	9.944504	9.476622	-4.70%	0
2014.....	10.024390	9.944504	-0.80%	0
2013.....	9.951188	10.024390	0.74%	0
2012.....	9.643712	9.951188	3.19%	0
2011.....	9.904770	9.643712	-2.64%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	9.552871	10.441214	9.30%	0
2018.....	10.703893	9.552871	-10.75%	0
2017.....	9.714097	10.703893	10.19%	0
2016.....	9.585069	9.714097	1.35%	0
2015.....	10.432529	9.585069	-8.12%	0
2014.....	10.627067	10.432529	-1.83%	0
2013*.....	10.000000	10.627067	6.27%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ				
2019.....	9.803508	10.862199	10.80%	0
2018.....	10.991928	9.803508	-10.81%	0
2017.....	9.719272	10.991928	13.09%	0
2016.....	9.530961	9.719272	1.98%	0
2015.....	10.437202	9.530961	-8.68%	0
2014.....	10.763061	10.437202	-3.03%	0
2013*.....	10.000000	10.763061	7.63%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019.....	10.124329	11.482957	13.42%	0
2018.....	11.353286	10.124329	-10.82%	0
2017.....	10.375493	11.353286	9.42%	0
2016.....	10.124271	10.375493	2.48%	0
2015.....	10.659810	10.124271	-5.02%	0
2014.....	10.618701	10.659810	0.39%	0
2013.....	9.389273	10.618701	13.09%	0
2012.....	8.704643	9.389273	7.87%	0
2011.....	9.283113	8.704643	-6.23%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	10.281451	12.064525	17.34%	0
2018.....	11.837447	10.281451	-13.14%	0
2017.....	10.442227	11.837447	13.36%	0
2016.....	10.108701	10.442227	3.30%	0
2015.....	10.691196	10.108701	-5.45%	0
2014.....	10.650837	10.691196	0.38%	0
2013.....	8.927182	10.650837	19.31%	0
2012.....	8.116181	8.927182	9.99%	0
2011.....	8.868008	8.116181	-8.48%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019.....	9.691899	10.634936	9.73%	0
2018.....	10.603159	9.691899	-8.59%	0
2017.....	10.050111	10.603159	5.50%	0
2016.....	9.875361	10.050111	1.77%	0
2015.....	10.397661	9.875361	-5.02%	0
2014.....	10.406110	10.397661	-0.08%	0
2013.....	9.744485	10.406110	6.79%	0
2012.....	9.224954	9.744485	5.63%	0
2011.....	9.634496	9.224954	-4.25%	0
Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ				
2019.....	10.847008	11.713380	7.99%	0
2018.....	13.405018	10.847008	-19.08%	0
2017.....	11.377007	13.405018	17.83%	0
2016.....	11.719134	11.377007	-2.92%	0
2015.....	12.703521	11.719134	-7.75%	0
2014.....	14.406826	12.703521	-11.82%	0
2013.....	12.495905	14.406826	15.29%	0
2012.....	10.887616	12.495905	14.77%	0
2011.....	12.950058	10.887616	-15.93%	0
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2019.....	9.378338	9.786309	4.35%	0
2018.....	9.839002	9.378338	-4.68%	0
2017.....	9.836641	9.839002	0.02%	0
2016.....	9.756965	9.836641	0.82%	0
2015.....	10.253826	9.756965	-4.85%	0
2014.....	10.203628	10.253826	0.49%	0
2013.....	10.860014	10.203628	-6.04%	0
2012.....	10.525996	10.860014	3.17%	0
2011.....	10.319517	10.525996	2.00%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019.....	9.921096	10.438041	5.21%	0
2018.....	10.489283	9.921096	-5.42%	0
2017.....	10.528487	10.489283	-0.37%	0
2016.....	10.611926	10.528487	-0.79%	0
2015.....	11.111612	10.611926	-4.50%	0
2014.....	11.035843	11.111612	0.69%	0
2013.....	11.736195	11.035843	-5.97%	0
2012.....	11.413984	11.736195	2.82%	0
2011.....	11.210258	11.413984	1.82%	0
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2019.....	9.397205	10.804550	14.98%	0
2018.....	10.901572	9.397205	-13.80%	0
2017.....	9.631700	10.901572	13.18%	0
2016.....	9.006251	9.631700	6.94%	0
2015*.....	10.000000	9.006251	-9.94%	0
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2019.....	9.291396	10.481968	12.81%	0
2018.....	10.501955	9.291396	-11.53%	0
2017.....	9.609023	10.501955	9.29%	0
2016.....	9.201355	9.609023	4.43%	0
2015*.....	10.000000	9.201355	-7.99%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2019.....	10.152774	11.955804	17.76%	0
2018.....	12.846754	10.152774	-20.97%	0
2017.....	9.474369	12.846754	35.59%	0
2016.....	9.181290	9.474369	3.19%	0
2015.....	11.417683	9.181290	-19.59%	0
2014.....	12.616644	11.417683	-9.50%	0
2013.....	13.086309	12.616644	-3.59%	0
2012.....	11.652971	13.086309	12.30%	0
2011.....	15.681667	11.652971	-25.69%	0
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019.....	8.532690	8.705042	2.02%	0
2018.....	8.894488	8.532690	-4.07%	0
2017.....	9.074891	8.894488	-1.99%	0
2016.....	9.382367	9.074891	-3.28%	0
2015.....	9.783984	9.382367	-4.10%	0
2014.....	9.746318	9.783984	0.39%	0
2013.....	10.581638	9.746318	-7.89%	0
2012.....	10.696697	10.581638	-1.08%	0
2011.....	10.387425	10.696697	2.98%	0

Maximum Additional Contract Options Elected Total - 4.00%
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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2019.....	6.615240	6.463762	-2.29%	0
2018.....	6.797886	6.615240	-2.69%	0
2017.....	7.050621	6.797886	-3.58%	0
2016.....	7.343018	7.050621	-3.98%	0
2015.....	7.648972	7.343018	-4.00%	0
2014.....	7.967677	7.648972	-4.00%	0
2013.....	8.299660	7.967677	-4.00%	0
2012.....	8.646443	8.299660	-4.01%	0
2011.....	9.005698	8.646443	-3.99%	0
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2019.....	6.652282	7.594071	14.16%	0
2018.....	8.135459	6.652282	-18.23%	0
2017.....	6.667923	8.135459	22.01%	0
2016.....	6.901255	6.667923	-3.38%	0
2015.....	7.428176	6.901255	-7.09%	0
2014.....	7.793853	7.428176	-4.69%	0
2013.....	6.905655	7.793853	12.86%	0
2012.....	6.243363	6.905655	10.61%	0
2011.....	7.225698	6.243363	-13.60%	0
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2019.....	6.962698	8.101434	16.35%	0
2018.....	8.448085	6.962698	-17.58%	0
2017.....	7.069860	8.448085	19.49%	0
2016.....	7.325296	7.069860	-3.49%	0
2015.....	7.738119	7.325296	-5.33%	0
2014.....	8.592329	7.738119	-9.94%	0
2013.....	7.396144	8.592329	16.17%	0
2012.....	6.517932	7.396144	13.47%	0
2011.....	7.790246	6.517932	-16.33%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2019.....	12.191836	14.481906	18.78%	0
2018.....	13.937067	12.191836	-12.52%	0
2017.....	12.256977	13.937067	13.71%	0
2016.....	11.662022	12.256977	5.10%	0
2015.....	12.270491	11.662022	-4.96%	0
2014.....	12.174840	12.270491	0.79%	0
2013.....	9.966282	12.174840	22.16%	0
2012.....	8.957876	9.966282	11.26%	0
2011.....	9.712286	8.957876	-7.77%	0

Maximum Additional Contract Options Elected Total - 4.00%
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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019.....	12.654323	14.011912	10.73%	0
2018.....	13.856671	12.654323	-8.68%	0
2017.....	12.986737	13.856671	6.70%	0
2016.....	12.724316	12.986737	2.06%	0
2015.....	13.277595	12.724316	-4.17%	0
2014.....	13.224443	13.277595	0.40%	0
2013.....	12.144989	13.224443	8.89%	0
2012.....	11.566593	12.144989	5.00%	0
2011.....	11.941778	11.566593	-3.14%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019.....	14.824441	17.069395	15.14%	0
2018.....	16.514436	14.824441	-10.23%	0
2017.....	14.981773	16.514436	10.23%	0
2016.....	14.483272	14.981773	3.44%	0
2015.....	15.167486	14.483272	-4.51%	0
2014.....	15.016820	15.167486	1.00%	0
2013.....	13.090372	15.016820	14.72%	0
2012.....	12.148848	13.090372	7.75%	0
2011.....	12.773538	12.148848	-4.89%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2019.....	9.094643	9.563206	5.15%	0
2018.....	9.649768	9.094643	-5.75%	0
2017.....	9.510243	9.649768	1.47%	0
2016.....	9.500291	9.510243	0.10%	0
2015.....	9.870041	9.500291	-3.75%	0
2014.....	9.896292	9.870041	-0.27%	0
2013.....	9.833507	9.896292	0.64%	0
2012.....	9.740165	9.833507	0.96%	0
2011.....	9.856082	9.740165	-1.18%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	9.622702	10.438595	8.48%	0
2018.....	10.623675	9.622702	-9.42%	0
2017.....	9.703449	10.623675	9.48%	0
2016.....	9.560859	9.703449	1.49%	0
2015.....	10.292925	9.560859	-7.11%	0
2014.....	10.464834	10.292925	-1.64%	0
2013*.....	10.000000	10.464834	4.65%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2019.....	9.879283	10.930321	10.64%	0
2018.....	10.956726	9.879283	-9.83%	0
2017.....	9.756736	10.956726	12.30%	0
2016.....	9.501629	9.756736	2.68%	0
2015.....	10.305193	9.501629	-7.80%	0
2014.....	10.551691	10.305193	-2.34%	0
2013*.....	10.000000	10.551691	5.52%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2019.....	11.057065	12.498461	13.04%	0
2018.....	12.214296	11.057065	-9.47%	0
2017.....	11.265377	12.214296	8.42%	0
2016.....	10.951147	11.265377	2.87%	0
2015.....	11.445796	10.951147	-4.32%	0
2014.....	11.335405	11.445796	0.97%	0
2013.....	10.124182	11.335405	11.96%	0
2012.....	9.517948	10.124182	6.37%	0
2011.....	9.917673	9.517948	-4.03%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	11.812171	13.815027	16.96%	0
2018.....	13.337922	11.812171	-11.44%	0
2017.....	11.906098	13.337922	12.03%	0
2016.....	11.431178	11.906098	4.15%	0
2015.....	11.995091	11.431178	-4.70%	0
2014.....	11.904781	11.995091	0.76%	0
2013.....	10.133068	11.904781	17.48%	0
2012.....	9.279370	10.133068	9.20%	0
2011.....	9.875258	9.279370	-6.03%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2019.....	10.186577	11.097699	8.94%	0
2018.....	11.024946	10.186577	-7.60%	0
2017.....	10.514419	11.024946	4.86%	0
2016.....	10.360404	10.514419	1.49%	0
2015.....	10.795423	10.360404	-4.03%	0
2014.....	10.736391	10.795423	0.55%	0
2013.....	10.121433	10.736391	6.08%	0
2012.....	9.759536	10.121433	3.71%	0
2011.....	9.959787	9.759536	-2.01%	0
Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.281214	2.81%	0
Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.576468	5.76%	0
Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ				
2019.....	13.490162	16.864165	25.01%	0
2018.....	14.542937	13.490162	-7.24%	0
2017.....	11.662177	14.542937	24.70%	0
2016.....	11.909693	11.662177	-2.08%	0
2015.....	12.029468	11.909693	-1.00%	0
2014.....	11.376186	12.029468	5.74%	0
2013.....	8.815971	11.376186	29.04%	0
2012.....	7.907773	8.815971	11.48%	0
2011.....	8.511731	7.907773	-7.10%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2019.....	9.899129	11.305989	14.21%	0
2018.....	10.836394	9.899129	-8.65%	0
2017.....	9.601151	10.836394	12.87%	0
2016.....	9.212566	9.601151	4.22%	0
2015.....	9.817095	9.212566	-6.16%	0
2014*.....	10.000000	9.817095	-1.83%	0
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2019.....	11.109427	13.009610	17.10%	0
2018.....	11.880999	11.109427	-6.49%	0
2017.....	10.168222	11.880999	16.84%	0
2016.....	9.623903	10.168222	5.66%	0
2015.....	10.010806	9.623903	-3.86%	0
2014*.....	10.000000	10.010806	0.11%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ				
2019.....	22.074602	29.103432	31.84%	0
2018.....	23.359786	22.074602	-5.50%	0
2017.....	19.146904	23.359786	22.00%	0
2016.....	19.300755	19.146904	-0.80%	0
2015.....	19.179992	19.300755	0.63%	0
2014.....	18.403412	19.179992	4.22%	0
2013.....	14.065886	18.403412	30.84%	0
2012.....	12.373742	14.065886	13.68%	0
2011.....	13.218044	12.373742	-6.39%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019.....	18.461082	22.451814	21.62%	0
2018.....	21.247189	18.461082	-13.11%	0
2017.....	20.407767	21.247189	4.11%	0
2016.....	17.681628	20.407767	15.42%	0
2015.....	19.274703	17.681628	-8.27%	0
2014.....	17.776110	19.274703	8.43%	0
2013.....	14.062412	17.776110	26.41%	0
2012.....	12.800590	14.062412	9.86%	0
2011.....	13.268333	12.800590	-3.53%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019.....	16.567700	19.984941	20.63%	0
2018.....	19.480004	16.567700	-14.95%	0
2017.....	17.523922	19.480004	11.16%	0
2016.....	15.173216	17.523922	15.49%	0
2015.....	16.216473	15.173216	-6.43%	0
2014.....	15.437889	16.216473	5.04%	0
2013.....	12.086388	15.437889	27.73%	0
2012.....	10.718317	12.086388	12.76%	0
2011.....	11.455559	10.718317	-6.44%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2019.....	6.208752	6.929430	11.61%	0
2018.....	7.825763	6.208752	-20.66%	0
2017.....	6.651770	7.825763	17.65%	0
2016.....	6.599431	6.651770	0.79%	0
2015.....	7.262816	6.599431	-9.13%	0
2014.....	8.376187	7.262816	-13.29%	0
2013.....	7.207825	8.376187	16.21%	0
2012.....	6.415168	7.207825	12.36%	0
2011.....	7.994470	6.415168	-19.75%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2019.....	10.962627	13.165634	20.10%	0
2018.....	12.949458	10.962627	-15.34%	0
2017.....	11.793516	12.949458	9.80%	0
2016.....	10.585039	11.793516	11.42%	0
2015.....	11.418629	10.585039	-7.30%	0
2014.....	10.789241	11.418629	5.83%	0
2013.....	8.323106	10.789241	29.63%	0
2012.....	7.373580	8.323106	12.88%	0
2011.....	8.178567	7.373580	-9.84%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019.....	13.901391	16.527792	18.89%	0
2018.....	16.678405	13.901391	-16.65%	0
2017.....	15.259382	16.678405	9.30%	0
2016.....	13.515361	15.259382	12.90%	0
2015.....	14.496948	13.515361	-6.77%	0
2014.....	12.904507	14.496948	12.34%	0
2013.....	9.907187	12.904507	30.25%	0
2012.....	8.870933	9.907187	11.68%	0
2011.....	9.459446	8.870933	-6.22%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2019.....	12.648230	16.438022	29.96%	0
2018.....	14.358353	12.648230	-11.91%	0
2017.....	11.997635	14.358353	19.68%	0
2016.....	11.564258	11.997635	3.75%	0
2015.....	11.982734	11.564258	-3.49%	0
2014.....	12.173119	11.982734	-1.56%	0
2013.....	8.808479	12.173119	38.20%	0
2012.....	8.114017	8.808479	8.56%	0
2011.....	8.524880	8.114017	-4.82%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2019.....	12.656969	14.421815	13.94%	0
2018.....	15.912519	12.656969	-20.46%	0
2017.....	15.239602	15.912519	4.42%	0
2016.....	12.635988	15.239602	20.60%	0
2015.....	14.046070	12.635988	-10.04%	0
2014.....	13.704204	14.046070	2.49%	0
2013.....	10.194475	13.704204	34.43%	0
2012.....	8.827693	10.194475	15.48%	0
2011.....	9.725216	8.827693	-9.23%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2019.....	13.670955	16.451645	20.34%	0
2018.....	16.341487	13.670955	-16.34%	0
2017.....	15.035692	16.341487	8.68%	0
2016.....	12.779292	15.035692	17.66%	0
2015.....	13.569030	12.779292	-5.82%	0
2014.....	14.056382	13.569030	-3.47%	0
2013.....	10.417258	14.056382	34.93%	0
2012.....	9.418222	10.417258	10.61%	0
2011.....	10.414312	9.418222	-9.56%	0
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ				
2019.....	13.061540	15.805171	21.01%	0
2018.....	14.458527	13.061540	-9.66%	0
2017.....	12.722661	14.458527	13.64%	0
2016.....	12.034669	12.722661	5.72%	0
2015.....	12.588823	12.034669	-4.40%	0
2014.....	11.866219	12.588823	6.09%	0
2013.....	8.921018	11.866219	33.01%	0
2012.....	8.343822	8.921018	6.92%	0
2011.....	8.984225	8.343822	-7.13%	0
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019.....	10.301450	12.900396	25.23%	0
2018.....	11.187197	10.301450	-7.92%	0
2017.....	10.977462	11.187197	1.91%	0
2016.....	10.667659	10.977462	2.90%	0
2015.....	11.778978	10.667659	-9.43%	0
2014.....	9.540244	11.778978	23.47%	0
2013.....	9.676515	9.540244	-1.41%	0
2012.....	8.721604	9.676515	10.95%	0
2011.....	8.558764	8.721604	1.90%	0
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2019.....	13.730143	17.246081	25.61%	0
2018.....	15.038567	13.730143	-8.70%	0
2017.....	12.920710	15.038567	16.39%	0
2016.....	12.080714	12.920710	6.95%	0
2015.....	12.466551	12.080714	-3.09%	0
2014.....	11.484113	12.466551	8.55%	0
2013*.....	10.000000	11.484113	14.84%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019.....	7.788132	7.782219	-0.08%	0
2018.....	8.048448	7.788132	-3.23%	0
2017.....	8.252546	8.048448	-2.47%	0
2016.....	8.386475	8.252546	-1.60%	0
2015.....	8.765843	8.386475	-4.33%	0
2014.....	9.086211	8.765843	-3.53%	0
2013.....	9.454863	9.086211	-3.90%	0
2012.....	9.514608	9.454863	-0.63%	0
2011.....	9.782966	9.514608	-2.74%	0
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2019.....	12.241910	14.685690	19.96%	0
2018.....	14.387268	12.241910	-14.91%	0
2017.....	13.123792	14.387268	9.63%	0
2016.....	11.308695	13.123792	16.05%	0
2015.....	12.384635	11.308695	-8.69%	0
2014.....	12.339103	12.384635	0.37%	0
2013*.....	10.000000	12.339103	23.39%	0
Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ				
2019.....	12.823893	16.846119	31.37%	0
2018.....	14.374751	12.823893	-10.79%	0
2017.....	11.740422	14.374751	22.44%	0
2016.....	11.530003	11.740422	1.82%	0
2015.....	12.052205	11.530003	-4.33%	0
2014.....	12.104258	12.052205	-0.43%	0
2013.....	9.096464	12.104258	33.07%	0
2012.....	8.265892	9.096464	10.05%	0
2011.....	9.010731	8.265892	-8.27%	0
Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S - Q/NQ				
2019.....	16.894850	21.487243	27.18%	0
2018.....	18.838739	16.894850	-10.32%	0
2017.....	15.751958	18.838739	19.60%	0
2016.....	15.750965	15.751958	0.01%	0
2015.....	16.245765	15.750965	-3.05%	0
Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ				
2019.....	7.134753	7.101902	-0.46%	0
2018.....	7.358565	7.134753	-3.04%	0
2017.....	7.596624	7.358565	-3.13%	0
2016.....	7.816965	7.596624	-2.82%	0
2015.....	8.127757	7.816965	-3.82%	0
2014.....	8.415088	8.127757	-3.41%	0
2013.....	8.711994	8.415088	-3.41%	0
2012.....	8.676395	8.711994	0.41%	0
2011.....	9.010896	8.676395	-3.71%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I - Q/NQ				
2019.....	14.624237	17.673473	20.85%	0
2018.....	16.162778	14.624237	-9.52%	0
2017.....	14.214380	16.162778	13.71%	0
2016.....	13.475943	14.214380	5.48%	0
2015.....	14.102851	13.475943	-4.45%	0
2014.....	13.308734	14.102851	5.97%	0
2013.....	10.074517	13.308734	32.10%	0
2012.....	9.456985	10.074517	6.53%	0
2011.....	10.163342	9.456985	-6.95%	0
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2019.....	9.024240	9.680689	7.27%	0
2018.....	9.944110	9.024240	-9.25%	0
2017.....	9.134994	9.944110	8.86%	0
2016.....	8.426939	9.134994	8.40%	0
2015.....	9.666416	8.426939	-12.82%	0
2014.....	10.023640	9.666416	-3.56%	0
2013.....	10.429913	10.023640	-3.90%	0
2012*.....	10.000000	10.429913	4.30%	0
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2019.....	9.340247	10.280485	10.07%	0
2018.....	10.224993	9.340247	-8.65%	0
2017.....	9.701064	10.224993	5.40%	0
2016.....	8.924891	9.701064	8.70%	0
2015.....	9.521981	8.924891	-6.27%	0
2014*.....	10.000000	9.521981	-4.78%	0
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019.....	8.768494	9.000062	2.64%	0
2018.....	9.523838	8.768494	-7.93%	0
2017.....	8.957946	9.523838	6.32%	0
2016.....	9.066905	8.957946	-1.20%	0
2015.....	10.174769	9.066905	-10.89%	0
2014.....	10.566918	10.174769	-3.71%	0
2013.....	11.780858	10.566918	-10.30%	0
2012.....	11.662833	11.780858	1.01%	0
2011.....	11.204438	11.662833	4.09%	0
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019.....	8.661784	8.641592	-0.23%	0
2018.....	9.003364	8.661784	-3.79%	0
2017.....	9.261483	9.003364	-2.79%	0
2016.....	9.522047	9.261483	-2.74%	0
2015.....	9.898126	9.522047	-3.80%	0
2014.....	10.233969	9.898126	-3.28%	0
2013.....	10.685205	10.233969	-4.22%	0
2012.....	10.526363	10.685205	1.51%	0
2011.....	10.854336	10.526363	-3.02%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2019.....	9.493787	9.359776	-1.41%	0
2018.....	9.752402	9.493787	-2.65%	0
2017.....	9.928735	9.752402	-1.78%	0
2016*.....	10.000000	9.928735	-0.71%	0
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2019.....	8.838473	9.184701	3.92%	0
2018.....	9.267653	8.838473	-4.63%	0
2017.....	9.209116	9.267653	0.64%	0
2016.....	9.350189	9.209116	-1.51%	0
2015.....	9.707198	9.350189	-3.68%	0
2014.....	9.707123	9.707198	0.00%	0
2013.....	10.323538	9.707123	-5.97%	0
2012.....	9.821738	10.323538	5.11%	0
2011*.....	10.000000	9.821738	-1.78%	0
Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB - Q/NQ				
2019.....	9.713155	12.159920	25.19%	0
2018.....	11.059114	9.713155	-12.17%	0
2017*.....	10.000000	11.059114	10.59%	0
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019.....	12.610354	16.554135	31.27%	0
2018.....	12.833482	12.610354	-1.74%	0
2017.....	10.210787	12.833482	25.69%	0
2016*.....	10.000000	10.210787	2.11%	0
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019.....	8.116156	9.751377	20.15%	0
2018.....	10.454913	8.116156	-22.37%	0
2017.....	8.602477	10.454913	21.53%	0
2016.....	9.185326	8.602477	-6.35%	0
2015.....	9.554749	9.185326	-3.87%	0
2014.....	10.676656	9.554749	-10.51%	0
2013.....	8.683644	10.676656	22.95%	0
2012.....	7.420051	8.683644	17.03%	0
2011.....	9.304694	7.420051	-20.25%	0
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2019.....	27.503194	33.962315	23.48%	0
2018.....	28.412696	27.503194	-3.20%	0
2017.....	23.245205	28.412696	22.23%	0
2016.....	27.117172	23.245205	-14.28%	0
2015.....	25.115095	27.117172	7.97%	0
2014.....	19.935939	25.115095	25.98%	0
2013.....	13.796650	19.935939	44.50%	0
2012.....	10.971485	13.796650	25.75%	0
2011.....	10.352428	10.971485	5.98%	0

Maximum Additional Contract Options Elected Total - 4.00%
Variable account charges of the daily net assets of the variable account - 4.00%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019.....	4.400135	4.711875	7.08%	0
2018.....	6.405302	4.400135	-31.30%	0
2017.....	6.805547	6.405302	-5.88%	0
2016.....	4.942540	6.805547	37.69%	0
2015.....	7.757586	4.942540	-36.29%	0
2014.....	10.019965	7.757586	-22.58%	0
2013.....	9.463223	10.019965	5.88%	0
2012*.....	10.000000	9.463223	-5.37%	0
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019.....	4.509669	4.843155	7.39%	0
2018.....	6.551481	4.509669	-31.17%	0
2017.....	6.941526	6.551481	-5.62%	0
2016.....	5.030863	6.941526	37.98%	0
2015.....	7.874939	5.030863	-36.12%	0
2014.....	10.140961	7.874939	-22.35%	0
2013.....	9.556824	10.140961	6.11%	0
2012*.....	10.000000	9.556824	-4.43%	0
Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A - Q/NQ				
2019*.....	10.000000	10.596210	5.96%	0
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019.....	20.317031	24.347023	19.84%	0
2018.....	20.895290	20.317031	-2.77%	0
2017.....	17.291729	20.895290	20.84%	0
2016.....	16.715288	17.291729	3.45%	0
2015.....	17.928792	16.715288	-6.77%	0
2014.....	19.033556	17.928792	-5.80%	0
2013.....	13.196918	19.033556	44.23%	0
2012.....	12.745064	13.196918	3.55%	0
2011.....	13.914797	12.745064	-8.41%	0

Appendix C: Contract Types and Tax Information

Types of Contracts

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue Code (the "Code"). Following is a general description of the various contract types. Eligibility requirements, tax benefits (if any), limitations, and other features of the contracts will differ depending on contract type.

Non-Qualified Contracts

A non-qualified contract is a contract that does not qualify for certain tax benefits under the Code, such as deductibility of purchase payments, and which is not an IRA, Roth IRA, SEP IRA, Simple IRA, or tax sheltered annuity.

Upon the death of the owner of a non-qualified contract, mandatory distribution requirements are imposed to ensure distribution of the entire balance in the contract within a required period.

Non-qualified contracts that are owned by natural persons allow the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed. Non-qualified contracts that are owned by non-natural persons, such as trusts, corporations, and partnerships are generally subject to current income tax on the income earned inside the contract, unless the non-natural person owns the contract as an agent of a natural person.

Charitable Remainder Trusts

Charitable Remainder Trusts are trusts that meet the requirements of Section 664 of the Code. Non-Qualified Contracts that are issued to Charitable Remainder Trusts will differ from other Non-Qualified Contracts in three respects:

- (1) Waiver of sales charges. In addition to any sales load waivers included in the contract, Charitable Remainder Trusts may also withdraw the difference between:
 - (a) the contract value on the day before the withdrawal; and
 - (b) the total amount of purchase payments made to the contract (less an adjustment for amounts surrendered).
- (2) Contract ownership at annuitization. On the annuitization date, if the contract owner is a Charitable Remainder Trust, the Charitable Remainder Trust will continue to be the contract owner and the annuitant will NOT become the contract owner.
- (3) Recipient of death benefit proceeds. With respect to the death benefit proceeds, if the contract owner is a Charitable Remainder Trust, the death benefit is payable to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

While these provisions are intended to facilitate a Charitable Remainder Trust's ownership of this contract, the rules governing Charitable Remainder Trusts are numerous and complex. A Charitable Remainder Trust that is considering purchasing this contract should seek the advice of a qualified tax and/or financial professional prior to purchasing the contract. An annuity that has a Charitable Remainder Trust endorsement is not a Charitable Remainder Trust; the endorsement is merely to facilitate ownership of the contract by a Charitable Remainder Trust.

Individual Retirement Annuities (IRAs)

IRAs are contracts that satisfy the provisions of Section 408(b) of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$6,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$7,000 (although rollovers of greater amounts from Qualified Plans, Tax Sheltered Annuities, certain 457 governmental plans, and other IRAs can be received);
- certain minimum distribution requirements must be satisfied after the owner attains the age of 70½ prior to January 1, 2020. See *Tax Changes* for the change the SECURE Act made to this requirement;
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

Depending on the circumstance of the owner, all or a portion of the contributions made to the account may be deducted for federal income tax purposes.

IRAs may receive rollover contributions from other individual retirement accounts, other individual retirement annuities, tax sheltered annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

When the owner of an IRA attains the age of 70½ prior to January 1, 2020, the Code requires that certain minimum distributions be made. The SECURE Act was enacted on December 20, 2019 and increased the age an IRA owner is required to begin certain minimum distributions from age 70½ to age 72. However, the change only applies to an IRA owner who attains age 72 on or after January 1, 2020. In addition, upon the death of the owner of an IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period. Due to recent changes in Treasury Regulations, the amount used to compute the mandatory distributions may exceed the contract value.

Failure to make the mandatory distributions can result in an additional penalty tax of 50% of the excess of the amount required to be distributed over the amount that was actually distributed.

For further details regarding IRAs, refer to the disclosure statement provided when the IRA was established and the annuity contract's IRA endorsement.

As used herein, the term "individual retirement plans" shall refer to both individual retirement annuities and individual retirement accounts that are described in Section 408 of the Code.

One-Rollover-Per-Year Limitation

A contract owner can receive a distribution from an IRA and roll it into another IRA within 60 days from the date of the distribution and not have the amount of the distribution included in taxable income. Only one rollover per year from a contract owner's IRA is allowed. The one-year period begins on the date the contract owner receives the IRA distribution, and not on the date the IRA was rolled over. The Internal Revenue Service ("IRS") has interpreted this one-rollover-per-year limitation as applying separately to each IRA a contract owner owns.

However, on March 20, 2014, the IRS issued Announcement 2014-15 in which it decided to follow the Tax Court's interpretation of the one rollover per year rule in the Bobrow case. In Bobrow, the Tax Court interpreted the one-rollover-per-year limitation as applying in the aggregate to all the IRAs that a taxpayer owns. This means that a contract owner cannot make an IRA rollover distribution if, within the previous one year period, an IRA rollover distribution was taken from any other IRAs owned. Also, rollovers between an individual's Roth IRAs would prevent a separate rollover within the 1-year period between the individual's traditional IRAs, and vice versa.

Direct transfers IRA funds between IRA trustees are not subject to the one rollover per year limitation because such transfers are not considered rollover distributions. Also, a rollover from a traditional IRA to a Roth IRA (a conversion) is not subject to the one roll over per year limitation, and such a rollover is disregarded in applying the one rollover per year limitation to other rollovers.

Roth IRAs

Roth IRA contracts are contracts that satisfy the provisions of Section 408A of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$6,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$7,000 (although rollovers of greater amounts from other Roth IRAs and other individual retirement plans can be received);
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, certain distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

A Roth IRA can receive a rollover from an individual retirement plan or another eligible retirement plan; however, the amount rolled over from the individual retirement plan or other eligible retirement plan to the Roth IRA is required to be included in the owner's federal gross income at the time of the rollover, and will be subject to federal income tax. However, a rollover or conversion of an amount from an IRA or eligible retirement plan after December 31, 2017 cannot be recharacterized back to an IRA.

For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established and the annuity contract's IRA endorsement.

Simplified Employee Pension IRAs (SEP IRA)

A SEP IRA is a written plan established by an employer for the benefit of employees which permits the employer to make contributions to an IRA established for the benefit of each employee.

An employee may make deductible contributions to a SEP IRA subject to the same restrictions and limitations as an IRA. In addition, the employer may make contributions to the SEP IRA, subject to dollar and percentage limitations imposed by both the Code and the written plan.

A SEP IRA plan must satisfy:

- minimum participation rules;
- top-heavy contribution rules;
- nondiscriminatory allocation rules; and
- requirements regarding a written allocation formula.

In addition, the plan cannot restrict withdrawals of non-elective contributions, and must restrict withdrawals of elective contributions before March 15th of the following year.

When the owner of a SEP IRA attains the age of 70½ prior to January 1, 2020, the Code requires that certain minimum distributions be made. The SECURE Act enacted on December 20, 2019 increased the age an IRA owner is required to begin certain minimum distributions from age 70½ to age 72. However, the change only applies to an IRA owner who attains age 72 on or after January 1, 2020. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a SEP IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Simple IRAs

A Simple IRA is an Individual Retirement Annuity that is funded exclusively by a qualified salary reduction arrangement and satisfies:

- vesting requirements;
- participation requirements; and
- administrative requirements.

The funds contributed to a Simple IRA cannot be commingled with funds in other individual retirement plans or SEP IRAs.

A Simple IRA cannot receive rollover distributions except from another Simple IRA.

When the owner of a Simple IRA attains the age of 70½ prior to January 1, 2020, the Code requires that certain minimum distributions be made. The SECURE Act enacted on December 20, 2019 increased the age an IRA owner is required to begin certain minimum distributions from age 70½ to age 72. However, the change only applies to an IRA owner who attains age 72 on or after January 1, 2020. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Simple IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Tax Sheltered Annuities

Certain tax-exempt organizations (described in Section 501(c)(3) of the Code) and public school systems may establish a plan under which annuity contracts can be purchased for their employees. These annuity contracts are often referred to as Tax Sheltered Annuities.

Purchase payments made to Tax Sheltered Annuities are excludable from the income of the employee, up to statutory maximum amounts. These amounts should be set forth in the plan adopted by the employer.

Tax Sheltered Annuities may receive rollover contributions from Individual Retirement Accounts, Individual Retirement Annuities, other Tax Sheltered Annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

The owner's interest in the contract is nonforfeitable (except for failure to pay premiums) and cannot be transferred.

When the owner of a Tax Sheltered Annuity attains the age of 70½ (age 72 for those contract owners who turn age 72 on or after January 1, 2020), the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Tax Sheltered Annuity, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Final 403(b) Regulations issued by the Internal Revenue Service impose certain restrictions on non-taxable transfers or exchanges of one 403(b) Tax Sheltered Annuity contract for another. Nationwide will no longer issue or accept applications for new and/or in-service transfers to new or existing Nationwide individual 403(b) Tax Sheltered Annuity contracts used for salary reduction plans not subject to ERISA. Nationwide will continue to accept applications and in-service transfers for individual 403(b) Tax Sheltered Annuity contracts used for 403(b) plans that are subject to ERISA and certain state Optional Retirement Plans and/or Programs that have purchased at least one individual annuity contract issued by Nationwide prior to September 25, 2007.

Commencing in 2009, Tax Sheltered Annuities must be issued pursuant to a written plan, and the plan must satisfy various administrative requirements. Check with your employer to ensure that these requirements will be satisfied in a timely manner.

Investment Only (Qualified Plans)

Contracts that are owned by Qualified Plans are not intended to confer tax benefits on the beneficiaries of the plan; they are used as investment vehicles for the plan. The income tax consequences to the beneficiary of a Qualified Plan are controlled by the operation of the plan, not by operation of the assets in which the plan invests.

Beneficiaries of Qualified Plans should contact their employer and/or trustee of the plan to obtain and review the plan, trust, summary plan description and other documents for the tax and other consequences of being a participant in a Qualified Plan.

Federal Tax Considerations

Federal Income Taxes

The tax consequences of purchasing a contract described in this prospectus will depend on:

- the type of contract purchased;
- the purposes for which the contract is purchased; and
- the personal circumstances of individual investors having interests in the contracts.

Existing tax rules are subject to change and may affect individuals differently depending on their situation. Nationwide does not guarantee the tax status of any contracts or any transactions involving the contracts.

The following is a brief summary of some of the federal income tax considerations related to the types of contracts sold in connection with this prospectus. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. Nothing in this prospectus should be considered to be tax advice. Purchasers and prospective purchasers of the contract should consult a financial professional, tax advisor, or legal counsel to discuss the taxation and use of the contracts.

IRAs, SEP IRAs, and Simple IRAs

Distributions from IRAs, SEP IRAs, and Simple IRAs are generally taxed as ordinary income when received. If any of the amounts contributed to the Individual Retirement Annuity was non-deductible for federal income tax purposes, then a portion of each distribution is excludable from income.

If distributions of income from an IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to an additional penalty tax of 10% unless an exception applies. (For Simple IRAs, the 10% penalty is increased to 25% if the distribution is made during the 2-year period beginning on the date that the individual first participated in the Simple IRA.) The 10% penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);

- part of a series of substantially equal periodic payments made not less frequently than annually for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- used for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Roth IRAs

Distributions of earnings from Roth IRAs are taxable or nontaxable depending upon whether they are "qualified distributions" or "non-qualified distributions." A "qualified distribution" is one that is made after the Roth IRA has satisfied the five-year rule and meets one of the following requirements:

- it is made on or after the date on which the contract owner attains age 59½;
- it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- it is attributable to the contract owner's disability; or
- it is used for expenses attributable to the purchase of a home for a qualified first-time buyer.

The five-year rule is satisfied if a five tax-year period has passed beginning with the first tax year in which a contribution is made to any Roth IRA established by the owner.

A qualified distribution is not included in gross income for federal income tax purposes.

A non-qualified distribution is not includable in gross income to the extent that the distribution, when added to all previous distributions, does not exceed the total amount of contributions made to the Roth IRA. Any non-qualified distribution in excess of total contributions is includable in the contract owner's gross income as ordinary income in the year that it is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from an individual retirement plan prior to January 1, 1999 if the owner elected the special four-year income averaging provisions that were in effect for 1998.

If non-qualified distributions of income from a Roth IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to an additional penalty tax of 10% unless an exception applies. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Tax Sheltered Annuities

Distributions from Tax Sheltered Annuities are generally taxed when received. If nondeductible contributions are made, then a portion of each distribution after the annuitization date is excludable from income based on a formula established pursuant to the Code. The formula excludes from income the amount invested in the contract divided by the number of anticipated payments until the full investment in the contract is recovered. Thereafter all distributions are fully taxable.

If a distribution of income is made from a Tax Sheltered Annuity prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);

- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary; or
- made to the owner after separation from service with his or her employer after age 55.

When the owner of a Tax Shelter Annuity attains the age of 70½ prior to January 1, 2020, the Code requires that certain minimum distributions be made. The SECURE Act enacted on December 20, 2019 increased the age an owner of a Tax Sheltered Annuity is required to begin certain minimum distributions from age 70 ½ to age 72. However, the change only applies to an owner of a Tax Sheltered annuity who attains age 72 on or after January 1, 2020. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Tax Sheltered Annuity, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

A loan from a Tax Sheltered Annuity generally is not considered to be a distribution, and is therefore generally not taxable. However, if the loan is not repaid in accordance with the repayment schedule, the entire balance of the loan would be treated as being in default, and the defaulted amount would be treated as being distributed to the participant as a taxable distribution.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Natural Persons as Contract Owners

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any prior nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments in the contract that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;
- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Non-Natural Persons as Contract Owners

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

Exchanges

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a

distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-24 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

Taxation of Lifetime Withdrawals Under the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders

While the tax treatment for withdrawals for benefits such as Enhanced CPPLI Option and the Nationwide Lifetime Income Riders is not clear under federal tax law, Nationwide intends to treat withdrawals under these options as taxable to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the withdrawal. Specifically, Nationwide intends to treat the following amount of each withdrawal as a taxable distribution:

The greater of:

- (1) A–C; or
- (2) B–C,

Where:

- A = the contract value immediately before the withdrawal;
- B = the guaranteed annual benefit amount immediately before the withdrawal; and
- C = the remaining investment in the contract.

In certain circumstances, this treatment could result in the contract value being less than the investment in the contract after such a withdrawal. If the Contract Owner subsequently takes withdrawals from the contract under such circumstances, the Contract Owner would have a loss that may be deductible. If the Contract Owner purchases one of these options in an IRA, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships

The Treasury issued final regulations that address what relationships are considered marriages for federal tax purposes. The final regulations definition of a marriage reflects the United States Supreme Court holdings in Windsor and Obergefell, as well as Rev. Proc. 2017-13.

The final regulations define the terms "spouse", "husband", "wife", and "husband and wife" to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. In addition, the regulations adopt the "place of celebration" rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopt the holding of Rev. Proc. 2013-17 that relationships entered into as civil unions, or registered domestic partnerships that are not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

Withholding

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or
- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the portion of the distribution that represents income will be subject to withholding rates established by Section 3405 of the Code.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

Non-Resident Aliens

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to non-resident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

- (1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and
- (2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

- (1) the distribution is connected to the non-resident alien's conduct of business in the United States;
- (2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and
- (3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial professional, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

FATCA

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (e.g., Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

Additional Medicare Tax

Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is \$250,000 (married filing jointly); \$125,000 (married filing separately); or \$200,000 (other individuals). The threshold for an estate or trust for 2020 is \$7,500.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. Net investment income does not include, among other things, distributions from certain qualified plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includable in income for federal income tax purposes, are includable in modified adjusted gross income.

Federal Estate, Gift and Generation Skipping Transfer Taxes

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a "direct skip" and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

- (a) an individual who is two or more generations younger than the contract owner; or
- (b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, "contract owner" refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

Charge for Tax

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

Diversification

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was inadvertent;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial professional for more specific required distribution information.

If the Contract Owner purchases the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Required Distributions - General Information

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between "beneficiary" and "designated beneficiary" when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from non-qualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determination of the distribution period do not have to be determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

For IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax-Sheltered Annuities, the SECURE Act that was enacted on December 20, 2019 generally eliminated the option to take required minimum distributions over a designated beneficiary's life expectancy. In the case of a contract owner who dies on or after January 1, 2020, an individual beneficiary under a qualified contract must withdraw the entire balance of the contract by December 31 of the tenth year following the contract owner's death. There are limited exceptions to this rule and a prospective purchaser contemplating the purchase of the contract should consult a qualified tax advisor.

Required Distributions for Non-Qualified Contracts

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

- (1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.
- (2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:
 - (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and
 - (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

- (a) the death of the annuitant will be treated as the death of a contract owner;
- (b) any change of annuitant will be treated as the death of a contract owner; and
- (c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

Required Distributions for Tax Sheltered Annuities, IRAs, SEP IRAs, Simple IRAs, and Roth IRAs

Required Distributions During the Life of the Contract Owner

For those contract owners who attained the age of 70 ½ prior to January 1, 2020, distributions from a Tax Sheltered Annuity, IRA, SEP IRA or Simple IRA must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. The SECURE Act raised the age that distributions from IRA, SEP IRA, or Simple IRA must begin. For contract owners who attain age 72 on or after 1/1/2020, distributions must begin no later than April 1 of the calendar year in which the contract owner turns age 72. Distributions may be paid in a lump sum or in substantially equal payments over:

- (a) the life of the contract owner or the joint lives of the contract owner and the contract owner's designated beneficiary; or
- (b) a period not longer than the period determined under the table in Treasury Regulation 1.401(a)(9)-9, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract owner, the period may not exceed the longer of the period determined under such table or the joint life expectancy of the contract owner and the contract owner's spouse, determined in accordance with Treasury Regulation 1.72-9, or such additional guidance as may be provided pursuant to Treasury Regulation 1.401(a)(9)-9.

For Tax Sheltered Annuities, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another Tax Sheltered Annuity of the contract owner.

For IRAs, SEP IRAs, and Simple IRAs, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another IRA, SEP IRA, or Simple IRA of the contract owner.

If the contract owner's entire interest in a Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA will be distributed in equal or substantially equal payments over a period described in (a) or (b) above, the payments must begin on or before the required beginning date. The required beginning date is April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½ (age 72 for those contract owners who turn age 72 on or after January 1, 2020). The rules for Roth IRAs do not require distributions to begin during the contract owner's lifetime, therefore, the required beginning date is not applicable to Roth IRAs.

Due to recent changes in Treasury Regulations, the amount used to compute the minimum distribution requirement may exceed the contract value. *Required Distributions Upon Death of a Contract Owner Before January 1, 2020*

If the contract owner dies before January 1, 2020 and before the required beginning date (in the case of a Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of Roth IRAs), any remaining interest in the contract must be distributed by December 31 of the fifth year following the contract owner's death or over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse occurring before January 1, 2020, the applicable distribution period is the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death. Such distributions must begin on or before the later of (a) the end of the calendar year immediately following the calendar year in which the contract owner died; or (b) the end of the calendar year in which the contract owner would have attained 70½ (age 72 for those contract owners who turn age 72 on or after January 1, 2020). For death of the contract owner's spouse on or after January 1, 2020, the entire value of the contract must be withdrawn by December 31 of the tenth year following the death of the contract owner's spouse;

- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter. Such distributions must begin on or before the end of the calendar year immediately following the calendar year in which the contract owner died. If the designated beneficiary dies on or after January 1, 2020, the entire value of the contract must be withdrawn by December 31 of the tenth year following the death of the designated beneficiary; and
- (c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

If the contract owner dies before January 1, 2020 and on or after the required beginning date, the interest in the Tax Sheltered Annuity, IRA, SEP IRA, or Simple IRA must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse occurring before January 1, 2020, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death. For death of the contract owner's spouse on or after January 1, 2020, the entire value of the contract must be withdrawn by December 31 of the tenth year following the death of the contract owner's spouse;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter. If the designated beneficiary dies on or after January 1, 2020, the entire value of the contract must be withdrawn by December 31 of the tenth year following the death of the designated beneficiary; and
- (c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

Required Distributions Upon Death of a Contract Owner On or After January 1, 2020

If the contract owner dies on or after January 1, 2020 and the designated beneficiary is not an eligible designated beneficiary as defined under Code Section 401(a)(9)(E)(ii), then the entire balance of the contract must be distributed by December 31 of the tenth year following the contract owner's death. In the case of an eligible designated beneficiary as defined under Code Section 401(a)(9)(E)(ii), the entire balance of the contract will be distributed by December 31 of the tenth year following the contract owner's death unless otherwise permitted by law and approved by Nationwide. Purchasers and prospective purchasers should consult a financial professional, tax advisor or legal counsel to discuss the taxation and use of the contracts.

If distribution requirements are not met, a penalty tax of 50% is levied on the difference between the amount that should have been distributed for that year and the amount that actually was distributed for that year.

For IRAs, SEP IRAs, and Simple IRAs, all or a portion of each distribution will be included in the recipient's gross income and taxed at ordinary income tax rates. The portion of a distribution that is taxable is based on the ratio between the amount by which non-deductible purchase payments exceed prior non-taxable distributions and total account balances at the time of the distribution. The owner of an IRA, SEP IRA, or Simple IRA must annually report the amount of non-deductible purchase payments, the amount of any distribution, the amount by which non-deductible purchase payments for all years exceed non taxable distributions for all years, and the total balance of all IRAs, SEP IRAs, or Simple IRAs.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are "qualified distributions" or "non-qualified distributions."

Tax Changes

The SECURE Act was enacted on December 20, 2019. The SECURE Act made numerous changes to the Code effective January 1, 2020, including the following:

- Increasing the age a contract owner must begin RMDs under IRAs and certain qualified plans from age 70½ to age 72.
- Requiring an individual beneficiary of an inherited IRA and certain qualified plans to withdraw their entire inherited interest within 10 years of the original contract owner's death.
- Repealing the 70½ age limitation that prohibited an individual from making an IRA contribution.

The Tax Cuts and Jobs Act (the "Act") was enacted on December 22, 2017. The Act made numerous changes to the Code effective January 1, 2018, including the following:

- Lowered the federal individual and corporate income tax rates;
- Doubled the federal estate and gift tax exclusion amount to \$10 million;
- Eliminated the ability to recharacterize the rollover or conversion of amounts from IRAs or eligible retirement plans to a Roth IRA.

State Taxation

The tax rules across the various states and localities are not uniform and therefore are not discussed in this prospectus. Tax rules that may apply to contracts issued in U.S. territories such as Puerto Rico and Guam are also not discussed. Purchasers and prospective purchasers should consult a financial professional, tax advisor or legal counsel to discuss the taxation and use of the contracts.



All individuals selling this product must be licensed insurance agents and registered representatives.

The Best of America Achiever Annuity is issued by Nationwide Life Insurance Company, Columbus, Ohio. The general distributor is Nationwide Investment Services Corporation, member FINRA.

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