

M&T Variable Annuity Portfolio

Prospectus dated May 1, 2020

A Modified Single Premium Deferred Variable Annuity Contract Issued by Nationwide Life Insurance Company Through its Nationwide Variable Account – 7

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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):**

M&T All American 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 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 X

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.

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

M&T Variable 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)	0.27%	1.43%

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 seven year CDSC schedule; and
- the total Variable Account charges associated with the most expensive combination of optional benefits (3.65%).

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 (1.43%)	\$1,233	\$2,095	\$2,949	\$5,255	*	\$1,595	\$2,649	\$5,255	\$533	\$1,595	\$2,649	\$5,255
Minimum Total Underlying Mutual Fund Operating Expenses (0.27%)	\$1,112	\$1,746	\$2,395	\$4,284	*	\$1,246	\$2,095	\$4,284	\$412	\$1,246	\$2,095	\$4,284

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

**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.

M&T Variable Annuity Portfolio

Individual Modified Single Premium Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-7

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 62. 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 Small/Mid Cap Value Portfolio: Class B
- BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III
- BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares
- BNY Mellon Stock Index Fund, Inc.: Initial Shares
- BNY Mellon Sustainable U.S. Equity Portfolio, Inc.: Initial Shares
- Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Primary Shares
- Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class
- Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class

- Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class
- Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 1
- Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 1
- Invesco - Invesco V.I. Core Equity Fund: Series I Shares
- Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series I Shares
- Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series I
- Invesco Oppenheimer V.I. Global Fund: Series I
- Invesco Oppenheimer V.I. Global Strategic Income Fund: Series I
- Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series I
- Ivy Variable Insurance Portfolios - Asset Strategy: Class II
- MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class
- 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 - 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) 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 I
- 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 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 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 Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class I
- 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 I
- 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 Value Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II
- PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB
- Putnam Variable Trust - Putnam VT International Equity Fund: Class IB
- Putnam Variable Trust - Putnam VT Small Cap Value Fund: Class IB
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class
- 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.

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.

ERISA – The Employee Retirement Income Security Act of 1974, as amended.

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.

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.

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.

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-7, 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)								7% ¹
Range of CDSC over time:								
Number of Completed Years from Date of Purchase Payment	0	1	2	3	4	5	6	7
CDSC Percentage	7%	7%	6%	5%	4%	3%	2%	0%
Some state jurisdictions require a lower CDSC schedule.								
Loan Processing Fee								\$25 ²
Maximum Premium Tax Charge (as a percentage of purchase payments)								5% ³

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% ⁴
Variable Account Annual Expenses (assessed as an annualized percentage of the Daily Net Assets) ⁵	
Mortality and Expense Risk Charge	0.95%
Reduced Purchase Payment Option	0.25% ⁶
Total Variable Account Charges (including this option only)	1.20%
Five Year CDSC Option	0.15% ⁷
Total Variable Account Charges (including this option only)	1.10%
CDSC Waiver Options (an applicant may elect one or more)	
Additional Withdrawal Without Charge and Disability Waiver	0.10% ⁸
Total Variable Account Charges (including this option only)	1.05%
10 Year and Disability Waiver (available for Tax Sheltered Annuities only)	0.05%
Total Variable Account Charges (including this option only)	1.00%
Hardship Waiver (available for Tax Sheltered Annuities only)	0.15%
Total Variable Account Charges (including this option only)	1.10%
Death Benefit Options (an applicant may elect one or two)	
One-Year Enhanced Death Benefit with Long Term Care/Nursing Home Waiver and Spousal Protection	
Option ⁹ (available beginning January 2, 2001 or a later date if state law requires)	0.15%
Total Variable Account Charges (including this option only)	1.10%
One-Year Step Up Death Benefit Option ¹⁰ (available until state approval is received for the One-Year Enhanced Death Benefit with Long Term Care/Nursing Home Waiver and Spousal Protection Option)	
Total Variable Account Charges (including this option only)	0.05%
Total Variable Account Charges (including this option only)	1.00%
Greater of One-Year or 5% Enhanced Death Benefit with Long Term Care/Nursing Home Waiver and Spousal Protection Option ¹¹ (available beginning January 2, 2001 or a later date if state law requires)	
Total Variable Account Charges (including this option only)	0.20%
Total Variable Account Charges (including this option only)	1.15%
5% Enhanced Death Benefit Option ¹² (available until state approval is received for the Greater of One-Year or 5% Enhanced Death Benefit with Long Term Care/Nursing Home Waiver and Spousal Protection Option)	
Total Variable Account Charges (including this option only)	0.10%
Total Variable Account Charges (including this option only)	1.05%
Guaranteed Minimum Income Benefit Options (no longer available effective May 1, 2003)	
Guaranteed Minimum Income Benefit Option 1	0.45%
Total Variable Account Charges (including this option only)	1.40%
Guaranteed Minimum Income Benefit Option 2	0.30%
Total Variable Account Charges (including this option only)	1.25%
Extra Value Option	0.45% ¹³
Total Variable Account Charges (including this option only)	1.40%
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 0.45%.	

Recurring Contract Expenses	
Beneficiary Protector Option¹⁴	0.40%
Total Variable Account Charges (including this option only)	1.35%
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 0.40%.	
Capital Preservation Plus Option	0.50% ¹⁵
Total Variable Account Charges (including this option only)	1.45%
In addition to the charge assessed to Variable Account allocations, allocations made to the Guaranteed Term Options or Target Term Options will be assessed a fee of 0.50%.	

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	
Mortality and Expense Risk Charge (applicable to all contracts)	0.95%
Reduced Purchase Payment Option	0.25%
Five Year CDSC Option	0.15%
Additional Withdrawal Without Charge and Disability Waiver	0.10%
10 Year and Disability Waiver	0.05%
Hardship Waiver	0.15%
Greater of One-Year or 5% Enhanced Death Benefit with Long Term Care/Nursing Home Waiver and Spousal Protection Option	0.20%
Guaranteed Minimum Income Benefit Option 1	0.45%
Extra Value Option	0.45%
Beneficiary Protector Option	0.40%
Capital Preservation Plus Option	0.50%
Maximum Possible Total Variable Account Charges	3.65%

- 1 Each Contract Year, the Contract Owner may withdraw without a CDSC the greater of:
 - 10% of all purchase payments made to the contract (15% of all purchase payments made to the contract if the Contract Owner elected the Additional Withdrawal Without Charge and Disability Waiver); or
 - any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code.

This 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. The Internal Revenue Code may impose restrictions on withdrawals from contracts issued as Tax Sheltered Annuities.
- 2 Nationwide assesses a Loan Processing Fee at the time each new loan is processed. Loans are only available for contracts issued as Tax Sheltered Annuities. Loans are not available in all states. In addition, some states may not permit Nationwide to assess a Loan Processing Fee.
- 3 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.
- 4 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.
- 5 These charges apply only to Sub-Account allocations. They do not apply to allocations made to the Fixed Account or to the Guaranteed Term Options.
- 6 If this option is elected, Nationwide will lower an applicant's minimum initial purchase payment to \$1,000 and subsequent purchase payments to \$25. This option is not available to contracts issued as Investment-only Contracts.
- 7 Range of Five Year CDSC over time:

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

For contracts issued in the State of New York, this option is available only for contracts issued as Roth IRAs and is not available when the Extra Value Option is elected.
- 8 If this option is elected, the applicant will receive an additional 5% CDSC-free withdrawal privilege, which also includes a disability waiver. This 5% is in addition to the standard 10% CDSC-free withdrawal privilege that applies to every contract.
- 9 This option may not be elected with another death benefit option.

- ¹⁰ This option may be elected alone or along with the 5% Enhanced Death Benefit Option. If both options are elected, the death benefit will be the greater of the two options.
- ¹¹ This option may not be elected with another death benefit option.
- ¹² This option may be elected alone or along with the One-Year Step Up Death Benefit Option. If both options are elected, the death benefit will be the greater of the two options.
- ¹³ Nationwide will discontinue deducting the charge associated with the Extra Value Option seven years from the date the contract was issued. Under certain circumstances, Nationwide may restrict the allocation of purchase payments to the Fixed Account when the Contract Owner elects or has elected the Extra Value Option.
- ¹⁴ This option may be elected at any time.
- ¹⁵ Nationwide will discontinue deducting the charges associated with the Capital Preservation Plus Option at the end of the Guaranteed Term Option/Target Term Option that corresponds to the end of the program period elected by the Contract Owner.

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.)	0.27%	1.40%

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 seven year CDSC schedule; and
- the total Variable Account charges associated with the most expensive combination of optional benefits (3.65%).

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 (1.40%)	\$1,230	\$2,086	\$2,935	\$5,231	*	\$1,586	\$2,635	\$5,231	\$530	\$1,586	\$2,635	\$5,231
Minimum Total Underlying Mutual Fund Operating Expenses (0.27%)	\$1,112	\$1,746	\$2,395	\$4,284	*	\$1,246	\$2,095	\$4,284	\$412	\$1,246	\$2,095	\$4,284

* 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 Modified Single Premium Deferred Variable Annuity Contracts.

The contracts may be issued as either individual or group contracts. In those states where contracts are issued as group contracts, references throughout this prospectus to "contract(s)" will also mean "certificate(s)" and "Contract Owner" will mean "participant" unless the plan permits or requires the Contract Owner to exercise contract rights under the terms of the plan.

The contracts can be categorized as:

- Charitable Remainder Trusts
- Individual Retirement Annuities ("IRAs") with contributions rolled over or transferred from certain tax-qualified plans*
- Investment-Only Contracts (Qualified Plans)
- Non-Qualified Contracts
- Roth IRAs
- Simplified Employee Pension IRAs ("SEP IRAs")
- Simple IRAs
- Tax Sheltered Annuities with contributions rolled over or transferred from certain Tax Sheltered Annuities*

* Contributions are not required to be rolled over or transferred if the Contract Owner elects the Reduced Purchase Payment Option.

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.

If the Contract Owner elects the Reduced Purchase Payment Option, minimum initial and subsequent purchase payment requirements will be reduced accordingly.

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.

Extra Value Option credits may not be used to meet 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:

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

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 0.95% 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.

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 7% of purchase payments withdrawn.

There are several CDSC options that a Contract Owner can elect at the time of application to replace the standard CDSC schedule. Each CDSC option has different characteristics and costs. They are as follows:

CDSC Option	Contract Type	Annual Charge (as a percentage of the Daily Net Assets)
Five Year CDSC Option	All	0.15%
Additional Withdrawal Without Charge and Disability Waiver	All	0.10%
10 Year and Disability Waiver	Tax Sheltered Annuities	0.05%
Hardship Waiver	Tax Sheltered Annuities	0.15%

In the State of New York, the Five Year CDSC Option is available only for contracts issued as Roth IRAs and is not available when the Extra Value Option is elected.

Reduced Purchase Payment Option

A Reduced Purchase Payment Option is available at the time of application. If an applicant elects this option, Nationwide will reduce the minimum initial purchase payment requirement to \$1,000 and subsequent purchase payment requirement to \$25. In return for this reduction, Nationwide will deduct an additional charge at an annualized rate of 0.25% of the Daily Net Assets. This option is not available for contracts issued as Investment-Only Contracts.

Death Benefit Options

The contract contains a standard death benefit (the greatest of (i) Contract Value, (ii) net purchase payments, or (iii) Contract Value as of the most recent five-year 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-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option is available at the time of application. The charge for this option is equal to 0.15% of the Daily Net Assets.
- The One-Year Step Up Death Benefit Option is available at the time of application. The charge for this option is equal to 0.05% of the Daily Net Assets. The One-Year Step Up Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option.
- The Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option is available at the time of application. The charge for this option is equal to 0.20% of the Daily Net Assets.
- The 5% Enhanced Death Benefit Option is available at the time of application. The charge for this option is equal to 0.10% of the Daily Net Assets. The 5% Enhanced Death Benefit Option is only available until state approval is received for the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option.

The One-Year Step Up Death Benefit Option may be elected along with the 5% Enhanced Death Benefit Option. If both options are elected, the death benefit will be the greater of the two benefits.

Guaranteed Minimum Income Benefit Options

For contracts issued prior to May 1, 2003, two Guaranteed Minimum Income Benefit Options were available at the time of application. If the applicant elected one or both of the Guaranteed Minimum Income Benefit Options, Nationwide will deduct an additional charge at an annualized rate of 0.45% and/or 0.30% of the Daily Net Assets, depending on the option chosen.

Extra Value Option

An Extra Value Option is available under the contract at the time of application. If the applicant elects the Extra Value Option, Nationwide will apply a credit of 3% of the purchase payment(s) made during the first 12 months the contract is in force. In exchange, Nationwide will deduct an additional charge at an annualized rate of 0.45% of the Daily Net Assets. Nationwide will discontinue deducting this charge seven years from the date the contract was issued.

Additionally, allocations made to the Fixed Account or to the Guaranteed Term Options for the first seven Contract Years will be assessed a fee of 0.45%.

Beneficiary Protector Option

An applicant may elect the Beneficiary Protector Option at the time of application. This option provides that upon the death of the Annuitant, 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 70 or younger at the time of application. If the applicant elects the Beneficiary Protector Option, Nationwide will deduct an additional charge at an annualized rate of 0.40% of the Daily Net Assets. Additionally, allocations made to the Fixed Account or to the Guaranteed Term Options will be assessed a fee of 0.40%.

Capital Preservation Plus Option

An applicant may elect the Capital Preservation Plus Option at the time of application. If the applicant elects 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 Guaranteed Term Options will be assessed a fee of 0.50%.

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 Extra Value Option will be assessed for seven years from the date the contract was issued.

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 (Five-Year Reset 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 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 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-7 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 July 22, 1994 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. Target Term Options are not available separate from the Capital Preservation Plus 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 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 Extra Value Option has a GTO charge equal to 0.45% for the first seven Contract Years.
- The Beneficiary Protector Option has a GTO charge equal to 0.40%.
- The Capital Preservation Plus Option has a GTO charge equal to 0.50%.

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 the 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 and Extra Value Option credits 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 Option has a Fixed Account charge equal to 0.40%.
- The Extra Value Option has a Fixed Account charge equal to 0.45% 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, 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 6.50% 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 0.95% 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.

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 7% 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>
CDSC Percentage.....	7%	7%	6%	5%	4%	3%	2%	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 greater of:

- (1) 10% of all purchase payments (15% of all purchase payments made to the contract if the Contract Owner elected the Additional Withdrawal Without Charge and Disability Waiver); or
- (2) any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code.

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;
- (3) from any values which have been held under a contract for at least seven years (five years if the Five-Year CDSC Option is elected); or
- (4) if an optional death benefit is elected and the conditions described in the Long-Term Care/Nursing Home and Terminal Illness Waiver section are met.

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

Long-Term Care/Nursing Home and Terminal Illness Waiver

The death benefit options (but not the standard death benefit) include a Long-Term Care/Nursing Home and Terminal Illness Waiver. 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.

Reduced Purchase Payment Option

If the applicant elects the Reduced Purchase Payment Option, Nationwide will deduct an additional charge equal to an annualized rate of 0.25% of the Daily Net Assets. This option must be elected at the time of application. 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, unless the Contract Owner terminates the option as described below. In return, the minimum initial purchase payment for that contract will be \$1,000 and minimum subsequent purchase payment will be \$25. This option is not available for Investment-Only Contracts. Nationwide may realize a profit from the charge assessed for this option.

The Contract Owner may terminate this option if, throughout a period of at least two years and continuing until such termination election, the total of all purchase payments, less surrenders is maintained at \$25,000 or more.

The election to terminate the option must be submitted in writing to the Service Center on a form provided by Nationwide. Termination will occur as of the date on the election form, and after the termination, the charge for this option will no longer be assessed. Subsequent purchase payments, if any, will be subject to the terms of the contract and must be at least \$1,000.

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-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option

For an additional charge at an annualized rate of 0.15% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option. 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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.

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

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).

The One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met, and 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-Year Step Up Death Benefit Option

For an additional charge at an annualized rate of 0.05% of the Daily Net Assets, an applicant can elect the One-Year Step-Up Death Benefit Option. 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 One-Year Step Up Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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).

The One-Year Step-Up Death Benefit Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met.

The One-Year Step-Up Death Benefit Option and the 5% Enhanced Death Benefit Option may both be elected, in which case the death benefit will be the greater of the two benefits.

Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option. 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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 86th 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 minus amounts withdrawn, accumulated at 5% compound interest until the last Contract Anniversary prior to the Annuitant's 86th birthday. Such total accumulated amount shall not exceed 200% of the net of purchase payments and amounts withdrawn. The adjustment for amounts subsequently surrendered after the most recent Contract Anniversary will reduce the 5% interest anniversary value 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.

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).

The Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option also includes a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met, and 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.

5% Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.10% of the Daily Net Assets, an applicant can elect the 5% Enhanced Death Benefit Option. 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 5% Enhanced Death Benefit Option is only available until state approval is received for the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection 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, the death benefit will be the greatest of:

- (1) the Contract Value; or
- (2) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments minus amounts withdrawn, accumulated at 5% simple interest until the last Contract Anniversary prior to the Annuitant's 86th birthday. Such total accumulated amount shall not exceed 200% of the net of purchase payments and amounts withdrawn. The adjustment for amounts subsequently surrendered after the most recent Contract Anniversary will reduce the 5% interest anniversary value 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.

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).

The 5% Enhanced Death Benefit Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met.

The One-Year Step-Up Death Benefit Option and the 5% Enhanced Death Benefit Option may both be elected, in which case the death benefit will be the greater of the two benefits.

CDSC Options

Five Year CDSC Option

Applicants can elect the Five-Year CDSC Option, which reduces the standard seven-year CDSC Schedule to a five-year CDSC schedule. The Five-Year CDSC 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 0.15% of the Daily Net Assets. 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.

The CDSC schedule applicable if the Five Year CDSC Option is elected is:

<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>
CDSC Percentage	7%	7%	6%	4%	2%	0%

Under this option, CDSC will not exceed 7% of purchase payments surrendered.

Nationwide may realize a profit from the charge assessed for this option.

In the State of New York, the Five Year CDSC Option is available only for contracts issued as Roth IRAs and is not available when the Extra Value Option is elected.

Additional Withdrawal Without Charge and Disability Waiver

Each contract has a standard 10% CDSC-free withdrawal privilege each year. For an additional charge at an annualized rate of 0.10% of the Daily Net Assets, the Contract Owner can, each year, withdraw an additional 5% of total purchase payments without incurring a CDSC. This would allow the Contract Owner to withdraw a total of 15% of the total of all purchase payments each year free of CDSC. Like the standard 10% CDSC-free privilege, this additional withdrawal benefit is non-cumulative.

This option also contains a disability waiver. Nationwide will waive CDSC if a Contract Owner (or Annuitant if the contract is owned by a non-natural owner) is disabled after the contract is issued but before reaching age 65. If this waiver becomes effective due to disability, no additional purchase payments may be made to the contract.

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.

10 Year and Disability Waiver

For an additional charge at an annualized rate of 0.05% of the Daily Net Assets, an applicant for a Tax Sheltered Annuity can elect the 10 Year and Disability Waiver. Under this option, Nationwide will waive CDSC if two conditions are met:

- (1) the Contract Owner has been the owner of the contract for at least 10 years; and
- (2) the Contract Owner has made regular payroll deferrals during the entire Contract Year for at least five of those 10 years.

This option also contains a disability waiver. Nationwide will waive CDSC if the Contract Owner is disabled after the contract is issued but before reaching age 65. If this waiver becomes effective due to disability, no additional purchase payments may be made to the contract.

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.

Hardship Waiver

For an additional charge at an annualized rate of 0.15% of the Daily Net Assets, an applicant for a Tax Sheltered Annuity can purchase the Hardship Waiver. Under this option, Nationwide will waive CDSC if the Contract Owner experiences a hardship (as defined for purposes of Internal Revenue Code Section 401(k)). The Contract Owner may be required to provide proof of hardship.

If this waiver becomes effective, no additional purchase payments may be made to the contract.

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.

Guaranteed Minimum Income Benefit Options

For contracts issued prior to May 1, 2003, an applicant could have elected one of the Guaranteed Minimum Income Benefit Options at the time of application. Once elected, the Guaranteed Minimum Income Benefit Options are irrevocable. If elected, Nationwide will deduct an additional charge at an annualized rate of 0.45% if GMIB Option 1 is elected and 0.30% of the Daily Net Assets if GMIB Option 2 is elected. The charges associated with these options are 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 charges assessed for these options.

Guaranteed Minimum Income Benefit Options provide for a minimum guaranteed value that may replace the Contract Value as the amount to be annuitized under certain circumstances. A Guaranteed Minimum Income Benefit Option may afford protection against unfavorable investment performance.

Extra Value Option

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 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.

Applicants can elect the 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 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 investment options 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 seven Contract Years, Nationwide will discontinue assessing the charges associated with the Extra Value Option and the amount credited under this option will be fully vested.

Recapture of Extra Value Option Credits

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.

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 Contract Value.

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

- If the withdrawal is not subject to a CDSC;
- 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 seven Contract Years.

Recapture Resulting from Exercising Free-Look Privilege

If the Contract Owner cancels the contract pursuant to the contractual 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 surrendered pursuant to the contractual free-look, 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

If the Contract Owner takes a full withdrawal of the contract before the end of seven Contract Years, Nationwide will recapture the entire amount credited to the contract under the option.

Recapture Resulting from a Partial Withdrawal

If the Contract Owner takes a partial withdrawal before the end of seven Contract Years that is subject to CDSC, Nationwide will recapture a proportional part of the amount credited to the contract under this option.

Beneficiary Protector Option

For an additional charge at an annualized rate of 0.40% of the Daily Net Assets, the Beneficiary Protector Option may be elected. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation. This option may be elected at the time of application or after the contract has been issued, and the option is irrevocable. Allocations made to the Fixed Account or to the Guaranteed Term Options will be assessed a charge of 0.40%. The Beneficiary Protector Option is only available for contracts with Annuitants who are age 70 or younger at the time of election. Nationwide may realize a profit from the charge assessed for this option.

The Beneficiary Protector Option provides that upon the death of the Annuitant, in addition to any death benefit payable, Nationwide will credit an additional amount to the contract (the "benefit"). If the Beneficiary Protector Option is elected with a contract that has spouses designated as Annuitant and Co-Annuitant, the term Annuitant shall mean the person designated as the Annuitant on the application; the person designated as the Co-Annuitant does not have any rights under this benefit unless the Co-Annuitant is also the beneficiary.

The benefit is credited to the contract upon the death of the Annuitant. After the benefit is credited to the contract, the beneficiary(ies) 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 new beneficial Contract Owner, subject to any mandatory distribution rules.

Once the credit is applied to the contract, charges associated with the Beneficiary Protector Option will no longer be assessed.

How Credits are Calculated

If the Beneficiary Protector Option was elected at the time of application and the Annuitant dies prior to the first Contract Anniversary after the Annuitant's 85th birthday, the amount credited to the contract will be equal to:

40% x Adjusted Earnings

Adjusted Earnings = (a) – (b) – (c); where:

- a = the Contract Value on the date the death benefit is calculated (prior to any death benefit calculation);
- b = purchase payments, proportionately adjusted for withdrawals; and
- c = any adjustment for a death benefit previously credited, proportionately adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce purchase payments and any death benefit previously credited to the contract in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If the Beneficiary Protector Option was elected after the contract issue date and the Annuitant dies prior to the first Contract Anniversary after the Annuitant's 85th birthday, the amount credited to the contract will be equal to:

40% x Adjusted Earnings from the Date the Option is Elected

Adjusted Earnings from the Date the Option is Elected = (a) – (b) – (c) – (d), where:

- a = Contract Value on the date the death benefit is calculated (prior to any death benefit calculation);
- b = the Contract Value on the date the option is elected, proportionately adjusted for withdrawals;
- c = purchase payments made after the option is elected, proportionately adjusted for withdrawals;
- d = any adjustment for a death benefit previously credited to the contract after the option is elected, proportionately adjusted for withdrawals.

The adjustment for amounts withdrawn will reduce purchase payments and any death benefit previously credited to the contract in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If no benefits have been paid under this option by the first contract anniversary following the Annuitant's 85th birthday, then:

- (a) Nationwide will credit an amount equal to 4% of the Contract Value on the Contract Anniversary to the contract;
- (b) the Beneficiary Protector Option will terminate and will no longer be in effect; and
- (c) the charge associated with the Beneficiary Protector Option will no longer be assessed.

How Amounts Are Credited

Any amounts credited to the contract pursuant to this 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 credit 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.

Note: The Capital Preservation Plus Option was not available before May 1, 2003.

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 following investment options are the only investment options permitted while the CPP Option is elected:

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B
- Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class
- 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 Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income 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) 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 Core Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Core Plus 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 Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I
- 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 Newton Sustainable U.S. Equity Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II

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.

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 Extra Value Option, the Variable Account value will be calculated using unit values with Variable Account charges of 1.40% for the first seven Contract Years. At the end of that period, the charge associated with the 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 0.95%. Thus, the 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 1.40% will have a lower unit value than Sub-Account X with charges of 0.95% (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.

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. 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.

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.

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.

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. 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

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 (including any Extra Value Option credits applied to the contract) 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 0.95% to 3.65% of the Daily Net Assets, depending on which optional benefits the Contract Owner elects.

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 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 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: (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 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.

Transfers to the Fixed Account

Normally, Nationwide will not restrict transfers to the Fixed Account; however, Nationwide may establish a maximum transfer limit for transfers to the Fixed Account. Except as noted below, the transfer limit will not be less than 10% of the current value of Sub-Account allocations, less any transfers made in the 12 months preceding the date the transfer is requested, but not including transfers made prior to the imposition of the transfer limit.

Nationwide reserves the right to limit or refuse transfers to the Fixed Account. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

Transfers from a Guaranteed Term Option

Transfers from a Guaranteed Term Option prior to maturity are subject to a market value adjustment.

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.

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 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 for free look cancellations, 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 applied to the contract. The Contract Owner will retain any earnings attributable to the Extra Value Option credits, but all losses attributable to the Extra Value Option 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.

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.

If the Extra Value Option has been elected, and the amount withdrawn is subject to a CDSC, 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 end of the seventh Contract Year.

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.

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
- application of any Extra Value Option credits (and any recapture of such credits, if applicable)

- any outstanding loan balance plus accrued interest

A CDSC may apply.

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 CDSC.

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.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Loan Privilege

The loan privilege is only available to 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
Non-ERISA Plans	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*)
ERISA Plans	All	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;

$$\begin{array}{rclcl} 6.25\% & \times & \$52,000 & = & \$3,250 \\ \text{(total interest rate)} & & \text{(1A outstanding} & & \text{(\$2,080 = collateral interest} \\ & & \text{principal and} & & \text{\$1,170 = finance interest)} \\ & & \text{collateral interest)} & & \end{array}$$

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 Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account or the 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 the 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.

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 for assets held in 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.

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 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 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

The value of each component of the death benefit calculation will be determined as of the date Nationwide receives:

- (1) proper proof of the Annuitant's death;
- (2) an election specifying the distribution method; and
- (3) any state required form(s).

An applicant may elect either the standard death benefit (Five-Year Reset 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.

Standard Death Benefit (Five-Year Reset Death Benefit)

If the Annuitant dies before the Annuitization Date, the death benefit will be the greatest of:

- (1) the Contract Value;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the Contract Value as of the most recent five-year Contract Anniversary before the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that five-year Contract Anniversary.

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

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).

One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option

For an additional charge at an annualized rate of 0.15% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option. 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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.

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

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).

The One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met, and 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-Year Step Up Death Benefit Option

For an additional charge at an annualized rate of 0.05% of the Daily Net Assets, an applicant can elect the One-Year Step-Up Death Benefit Option. 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 One-Year Step Up Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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).

The One-Year Step-Up Death Benefit Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met.

The One-Year Step-Up Death Benefit Option and the 5% Enhanced Death Benefit Option may both be elected, in which case the death benefit will be the greater of the two benefits.

Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option. 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, the death benefit will be the greatest of:

- (1) the Contract Value;
- (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 86th 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 minus amounts withdrawn, accumulated at 5% compound interest until the last Contract Anniversary prior to the Annuitant's 86th birthday. Such total accumulated amount shall not exceed 200% of the net of purchase payments and amounts withdrawn. The adjustment for amounts subsequently surrendered after the most recent Contract Anniversary will reduce the 5% interest anniversary value 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.

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).

The Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option also includes a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met, and 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.

5% Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.10% of the Daily Net Assets, an applicant can elect the 5% Enhanced Death Benefit Option. 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 5% Enhanced Death Benefit Option is only available until state approval is received for the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection 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, the death benefit will be the greatest of:

- (1) the Contract Value; or
- (2) the 5% interest anniversary value.

The 5% interest anniversary value is equal to purchase payments minus amounts withdrawn, accumulated at 5% simple interest until the last Contract Anniversary prior to the Annuitant's 86th birthday. Such total accumulated amount shall not exceed 200% of the net of purchase payments and amounts withdrawn. The adjustment for amounts subsequently surrendered after the most recent Contract Anniversary will reduce the 5% interest anniversary value 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.

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).

The 5% Enhanced Death Benefit Option also includes the a Long-Term Care/Nursing Home and Terminal Illness Waiver which allows for the withdrawals without CDSC if certain conditions are met.

The One-Year Step-Up Death Benefit Option and the 5% Enhanced Death Benefit Option may both be elected, in which case the death benefit will be the greater of the two benefits.

Spousal Protection Feature

The One Year Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option and the Greater of One-Year or 5% Enhanced Death Benefit with Long-Term Care/Nursing Home Waiver and Spousal Protection Option include a Spousal Protection Feature. 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;
- (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.

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.

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.

A variable payment annuity may not be elected when exercising a Guaranteed Minimum Income Benefit option.

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.

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 0.95% 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 \$5,000, 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.

Guaranteed Minimum Income Benefit Options

Guaranteed Minimum Income Benefit Options or GMIBs are only available for contracts issued prior to May 1, 2003, and must have been elected at the time of application. The GMIBs may not be approved in all state jurisdictions.

A GMIB is a benefit that ensures the availability of a minimum amount when the Contract Owner wishes to annuitize the contract. This minimum amount, referred to as the Guaranteed Annuitization Value, may be used at specified times to provide a guaranteed level of determinable lifetime annuity payments. The GMIB may provide protection in the event of lower Contract Values that may result from the investment performance of the contract.

How the Guaranteed Annuitization Value is Determined

There are two options available at the time of application. The Guaranteed Annuitization Value is determined differently based on the option the Contract Owner elects.

Calculation Under GMIB Option 1

The Guaranteed Annuitization Value is equal to (a) – (b), but will never be greater than 200% of all purchase payments, where:

- (a) is the sum of all purchase payments, plus interest accumulated at a compounded annual rate of 5% starting at the date of issue and ending on the Contract Anniversary occurring immediately prior to the Annuitant's 86th birthday; and
- (b) is the reduction to (a) due to withdrawals made from the contract. All such reductions will be proportionately the same as reductions to the Contract Value caused by withdrawals. For example, a surrender that reduces the Contract Value by 25% will also reduce the Guaranteed Annuitization Value by 25%.

Special Restrictions for GMIB Option 1

After the first Contract Year, if the value of the Contract Owner's Fixed Account allocation becomes greater than 30% of the Contract Value in any Contract Year due to:

- (1) the application of additional purchase payments;
- (2) surrenders; or
- (3) transfers from the Sub-Accounts;

then 0% interest will accrue in that Contract Year for purposes of calculating the Guaranteed Annuitization Value.

If the Contract Owner's Fixed Account allocation becomes greater than 30% of the Contract Value solely as a result of fluctuations in the value of Sub-Account allocations, interest will continue to accrue for the purposes of the Guaranteed Annuitization Value at 5% annually, subject to the other terms and conditions outlined herein.

Calculation Under GMIB Option 2

The Guaranteed Annuitization Value will be equal to the highest Contract Value on any Contract Anniversary occurring prior to the Annuitant's 86th birthday, less an adjustment for amounts withdrawn, plus purchase payments received after that Contract Anniversary.

When the Guaranteed Annuitization Value May Be Used

The Contract Owner may use the Guaranteed Annuitization Value by annuitizing the contract during the 30-day period following any Contract Anniversary, provided the contract has been in effect for seven years and the Annuitant has attained age 60.

Annuity Payment Options That May Be Used With the Guaranteed Annuitization Value

The Contract Owner may elect any life contingent fixed annuity payment option described in this provision, calculated using the guaranteed annuity purchase rates set forth in the contract. The permitted fixed annuity payment options include:

- Single Life;
- Standard Joint and Survivor; and
- Single Life with 10 or 20 Year Term Certain.

Other GMIB Terms and Conditions

While a GMIB does provide a Guaranteed Annuitization Value, a GMIB may not be appropriate for all investors.

- A GMIB does NOT in any way guarantee the performance of any Sub-Account or any other investment option available under the contract.
- Once elected, the GMIB is irrevocable, meaning that even if the investment performance of the selected investment options surpasses the minimum guarantees associated with the GMIB, the GMIB charges will continue to be assessed.

- The GMIB in no way restricts or limits the rights of Contract Owners to annuitize the contract at other times permitted under the contract, nor will it in any way restrict the right to annuitize the contract using Contract Values that may be higher than the Guaranteed Annuitization Value.

Consult a qualified financial advisor in evaluating the GMIB options.

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.

Annuity Payment Options Available to All Contracts

- 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.

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 reinstate individual delivery by contacting the Service Center. Nationwide will reinstate 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

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Investment Company Act of 1940 Registration File No. 811-08666

Securities Act of 1933 Registration File No. 033-89560

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.

MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

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.

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 - Small Cap Stock Index Portfolio: Service Shares

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.: Initial Shares

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 Sustainable U.S. Equity Portfolio, Inc.: Initial Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2008

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Newton Investment Management Limited
Investment Objective: The fund seeks long-term capital appreciation.

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Primary Shares (formerly, Federated Insurance Series - Federated Quality Bond Fund II: Primary 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 Fund - VIP Equity-Income Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class

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 Value Strategies Portfolio: Service Class

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 Rising Dividends VIP Fund: Class 1

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 - Templeton Foreign VIP Fund: Class 1

Effective May 1, 2004 this underlying mutual fund is no longer available to receive transfers or new purchase payments

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

Invesco - Invesco V.I. Core Equity Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Long-term growth of capital.

Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series I Shares

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Long-term growth of capital.

Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital appreciation.

Invesco Oppenheimer V.I. Global Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks capital appreciation.

Invesco Oppenheimer V.I. Global Strategic Income Fund: Series I

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: The Fund seeks total return.

Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series I

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.

MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

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 - 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) 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 I

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 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 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 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 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 Mellon Dynamic U.S. Core Fund: Class I (formerly, Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class I)

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 I

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 Value Fund: Class I

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 I

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 I (formerly, Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class I)

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 I

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 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.

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.

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

Effective May 1, 2004 this underlying mutual fund is no longer available to receive transfers or new purchase payments

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: The Putnam Advisory Company, LLC
Investment Objective: Seeks capital appreciation.

Putnam Variable Trust - Putnam VT Small Cap Value Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited
Investment Objective: Seeks 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.

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 0.95%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2019 (the maximum Variable Account charge of 3.65%). 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:

- Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT S&P 500 Index Fund: Class I

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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.....	34.231529	40.654432	18.76%	15,266
2018.....	40.802556	34.231529	-16.10%	16,462
2017.....	36.502315	40.802556	11.78%	18,998
2016.....	29.530209	36.502315	23.61%	21,019
2015.....	31.613490	29.530209	-6.59%	24,754
2014.....	29.295867	31.613490	7.91%	27,990
2013.....	21.489258	29.295867	36.33%	35,119
2012.....	18.313487	21.489258	17.34%	39,999
2011.....	20.233263	18.313487	-9.49%	43,615
2010.....	16.136600	20.233263	25.39%	65,258
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019.....	16.267208	18.973520	16.64%	9,801
2018.....	17.770901	16.267208	-8.46%	11,559
2017.....	15.778010	17.770901	12.63%	15,486
2016.....	15.345042	15.778010	2.82%	32,485
2015.....	15.648868	15.345042	-1.94%	39,080
2014.....	15.499469	15.648868	0.96%	25,690
2013.....	13.676520	15.499469	13.33%	30,616
2012.....	12.556505	13.676520	8.92%	38,118
2011.....	13.155568	12.556505	-4.55%	81,063
2010.....	12.100570	13.155568	8.72%	60,522
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019.....	33.915848	41.055703	21.05%	1,163
2018.....	37.619454	33.915848	-9.84%	1,233
2017.....	33.788410	37.619454	11.34%	1,098
2016.....	27.131505	33.788410	24.54%	1,217
2015.....	28.045037	27.131505	-3.26%	2,072
2014.....	26.934559	28.045037	4.12%	1,913
2013.....	19.324800	26.934559	39.38%	2,939
2012.....	16.857002	19.324800	14.64%	2,743
2011.....	16.923108	16.857002	-0.39%	5,255
2010.....	13.578413	16.923108	24.63%	8,581

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BNY Mellon Stock Index Fund, Inc.: Initial Shares - Q/NQ				
2019.....	27.731942	35.884698	29.40%	3,893
2018.....	29.360325	27.731942	-5.55%	3,891
2017.....	24.388078	29.360325	20.39%	4,570
2016.....	22.041032	24.388078	10.65%	8,472
2015.....	22.008764	22.041032	0.15%	10,114
2014.....	19.590016	22.008764	12.35%	9,882
2013.....	14.980081	19.590016	30.77%	10,188
2012.....	13.067548	14.980081	14.64%	13,946
2011.....	12.949479	13.067548	0.91%	15,229
2010.....	11.384371	12.949479	13.75%	23,822
BNY Mellon Sustainable U.S. Equity Portfolio, Inc.: Initial Shares - Q/NQ				
2019.....	22.797083	30.338866	33.08%	0
2018.....	24.076786	22.797083	-5.32%	0
2017.....	21.075431	24.076786	14.24%	156
2016.....	19.277327	21.075431	9.33%	182
2015.....	20.104491	19.277327	-4.11%	239
2014.....	17.890549	20.104491	12.37%	473
2013.....	13.444660	17.890549	33.07%	698
2012.....	12.122275	13.444660	10.91%	1,464
2011.....	12.128991	12.122275	-0.06%	2,170
2010.....	10.665140	12.128991	13.73%	2,826
Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Primary Shares - Q/NQ				
2019.....	16.761527	18.170125	8.40%	7,911
2018.....	17.024117	16.761527	-1.54%	10,265
2017.....	16.520281	17.024117	3.05%	30,592
2016.....	16.063979	16.520281	2.84%	13,877
2015.....	16.257638	16.063979	-1.19%	17,532
2014.....	15.813732	16.257638	2.81%	19,998
2013.....	15.801862	15.813732	0.08%	22,282
2012.....	14.540187	15.801862	8.68%	28,312
2011.....	14.353103	14.540187	1.30%	33,606
2010.....	13.354986	14.353103	7.47%	55,713
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class - Q/NQ				
2019.....	24.791920	31.266362	26.12%	102,734
2018.....	27.326548	24.791920	-9.28%	116,677
2017.....	24.456413	27.326548	11.74%	145,284
2016.....	20.941271	24.456413	16.79%	157,581
2015.....	22.043383	20.941271	-5.00%	180,843
2014.....	20.483652	22.043383	7.61%	198,752
2013.....	16.154794	20.483652	26.80%	222,110
2012.....	13.917919	16.154794	16.07%	241,216
2011.....	13.931478	13.917919	-0.10%	286,532
2010.....	12.221108	13.931478	14.00%	349,358

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class - Q/NQ				
2019.....	17.592638	22.247800	26.46%	43,514
2018.....	20.868571	17.592638	-15.70%	46,777
2017.....	16.193399	20.868571	28.87%	52,203
2016.....	17.230760	16.193399	-6.02%	55,827
2015.....	16.809297	17.230760	2.51%	63,252
Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class - Q/NQ				
2019.....	25.267978	33.610320	33.02%	2,540
2018.....	30.860026	25.267978	-18.12%	2,554
2017.....	26.134635	30.860026	18.08%	2,530
2016.....	24.100222	26.134635	8.44%	2,557
2015.....	25.098058	24.100222	-3.98%	3,643
2014.....	23.749369	25.098058	5.68%	3,448
2013.....	18.380961	23.749369	29.21%	5,904
2012.....	14.600683	18.380961	25.89%	5,926
2011.....	16.171310	14.600683	-9.71%	8,006
2010.....	12.910819	16.171310	25.25%	9,861
Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019.....	13.402159	15.911110	18.72%	3,678
2018.....	14.976455	13.402159	-10.51%	3,690
2017.....	13.502325	14.976455	10.92%	7,388
2016.....	12.044022	13.502325	12.11%	7,401
2015.....	12.965069	12.044022	-7.10%	8,507
2014.....	12.726936	12.965069	1.87%	8,520
2013.....	10.381296	12.726936	22.59%	8,392
2012.....	9.087691	10.381296	14.23%	6,038
2011.....	9.318350	9.087691	-2.48%	3,981
2010.....	8.532754	9.318350	9.21%	18,393
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 1 - Q/NQ				
2019.....	28.756583	36.910225	28.35%	4,635
2018.....	30.511328	28.756583	-5.75%	5,847
2017.....	25.488968	30.511328	19.70%	7,104
2016.....	22.120829	25.488968	15.23%	4,757
2015.....	23.122840	22.120829	-4.33%	8,241
2014.....	21.415918	23.122840	7.97%	9,759
2013.....	16.625133	21.415918	28.82%	10,866
2012.....	14.963121	16.625133	11.11%	17,947
2011.....	14.211959	14.963121	5.29%	18,664
2010.....	11.863902	14.211959	19.79%	25,238

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 1 - Q/NQ				
2019.....	17.009626	19.010875	11.77%	118
2018.....	20.268479	17.009626	-16.08%	118
2017.....	17.486180	20.268479	15.91%	119
2016.....	16.423349	17.486180	6.47%	119
2015.....	17.697243	16.423349	-7.20%	616
2014.....	20.049744	17.697243	-11.73%	621
2013.....	16.420393	20.049744	22.10%	763
2012.....	13.978713	16.420393	17.47%	1,162
2011.....	15.758464	13.978713	-11.29%	2,697
2010.....	14.639518	15.758464	7.64%	3,045
Invesco - Invesco V.I. Core Equity Fund: Series I Shares - Q/NQ				
2019.....	17.402749	22.230120	27.74%	0
2018.....	19.392615	17.402749	-10.26%	210
2017.....	17.298981	19.392615	12.10%	420
2016.....	15.838781	17.298981	9.22%	472
2015.....	16.969861	15.838781	-6.67%	535
2014.....	15.842096	16.969861	7.12%	893
2013.....	12.374558	15.842096	28.02%	4,384
2012.....	10.970568	12.374558	12.80%	4,491
2011.....	11.082583	10.970568	-1.01%	6,452
2010.....	10.212931	11.082583	8.52%	8,864
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series I Shares - Q/NQ				
2019.....	23.093267	28.655734	24.09%	0
2018.....	26.301385	23.093267	-12.20%	0
2017.....	23.105888	26.301385	13.83%	8
2016.....	20.564254	23.105888	12.36%	25
2015.....	21.632927	20.564254	-4.94%	43
2014.....	20.913072	21.632927	3.44%	212
2013.....	16.390720	20.913072	27.59%	642
2012.....	14.914403	16.390720	9.90%	1,454
2011.....	16.082935	14.914403	-7.27%	2,563
2010.....	14.229016	16.082935	13.03%	4,670
Invesco Oppenheimer V.I. Global Fund: Series I - Q/NQ				
2019.....	28.726829	37.498717	30.54%	749
2018.....	33.406970	28.726829	-14.01%	867
2017.....	24.678170	33.406970	35.37%	2,839
2016.....	24.893806	24.678170	-0.87%	2,907
2015.....	24.178931	24.893806	2.96%	3,275
2014.....	23.863814	24.178931	1.32%	3,346
2013.....	18.924842	23.863814	26.10%	138
2012.....	15.756216	18.924842	20.11%	941
2011.....	17.344963	15.756216	-9.16%	1,374
2010.....	15.100440	17.344963	14.86%	2,719

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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 I - Q/NQ				
2019.....	10.426350	11.443019	9.75%	1,043
2018.....	11.011129	10.426350	-5.31%	4,195
2017.....	10.460330	11.011129	5.27%	4,134
2016.....	9.912785	10.460330	5.52%	4,289
2015.....	10.239328	9.912785	-3.19%	5,003
2014.....	10.052187	10.239328	1.86%	4,815
2013.....	10.162036	10.052187	-1.08%	6,395
2012*.....	10.000000	10.162036	1.62%	8,902
Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series I - Q/NQ				
2019.....	33.693615	42.207758	25.27%	310
2018.....	37.934839	33.693615	-11.18%	310
2017.....	33.548432	37.934839	13.07%	615
2016.....	28.689929	33.548432	16.93%	628
2015.....	30.780901	28.689929	-6.79%	956
2014.....	27.763020	30.780901	10.87%	2,044
2013.....	19.876628	27.763020	39.68%	2,719
2012.....	17.008379	19.876628	16.86%	4,747
2011.....	17.559654	17.008379	-3.14%	8,211
2010.....	14.365542	17.559654	22.23%	9,632
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019.....	15.524690	18.726062	20.62%	5,504
2018.....	16.575972	15.524690	-6.34%	5,718
2017.....	14.149082	16.575972	17.15%	9,068
2016.....	14.660939	14.149082	-3.49%	11,693
2015.....	16.149455	14.660939	-9.22%	18,344
2014.....	17.210480	16.149455	-6.16%	20,818
2013.....	13.885775	17.210480	23.94%	23,037
2012.....	11.763500	13.885775	18.04%	28,105
2011.....	12.798332	11.763500	-8.09%	30,029
2010.....	11.889585	12.798332	7.64%	20,301
MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019.....	18.546590	23.082956	24.46%	14,044
2018.....	20.742507	18.546590	-10.59%	16,020
2017.....	16.512381	20.742507	25.62%	13,608
2016.....	16.053670	16.512381	2.86%	15,486
2015.....	15.244199	16.053670	5.31%	20,863
2014.....	15.218030	15.244199	0.17%	21,257
2013.....	12.037490	15.218030	26.42%	26,197
2012.....	10.483109	12.037490	14.83%	13,788
2011.....	10.774935	10.483109	-2.71%	8,518
2010*.....	10.000000	10.774935	7.75%	2,588

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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.....	17.647976	21.113174	19.64%	67,291
2018.....	18.751843	17.647976	-5.89%	69,103
2017.....	16.349187	18.751843	14.70%	83,847
2016.....	15.142775	16.349187	7.97%	79,070
2015.....	15.139024	15.142775	0.02%	64,131
2014.....	14.557717	15.139024	3.99%	82,039
2013.....	11.921435	14.557717	22.11%	90,211
2012.....	10.401319	11.921435	14.61%	89,178
2011.....	10.404216	10.401319	-0.03%	113,135
2010.....	9.377085	10.404216	10.95%	160,451
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019.....	12.228134	13.199997	7.95%	13,275
2018.....	12.480021	12.228134	-2.02%	13,062
2017.....	12.207335	12.480021	2.23%	14,453
2016.....	12.005894	12.207335	1.68%	24,188
2015.....	12.149105	12.005894	-1.18%	34,165
2014.....	11.683962	12.149105	3.98%	36,764
2013.....	12.107662	11.683962	-3.50%	54,094
2012.....	11.645656	12.107662	3.97%	65,166
2011.....	11.120547	11.645656	4.72%	70,756
2010.....	10.592676	11.120547	4.98%	102,999
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019.....	19.516057	26.053607	33.50%	27,995
2018.....	21.754035	19.516057	-10.29%	31,217
2017.....	16.769207	21.754035	29.73%	30,555
2016.....	16.897976	16.769207	-0.76%	33,986
2015.....	16.012366	16.897976	5.53%	36,551
2014.....	15.874540	16.012366	0.87%	41,364
2013.....	12.458485	15.874540	27.42%	54,314
2012.....	10.302734	12.458485	20.92%	63,710
2011.....	11.469029	10.302734	-10.17%	65,586
2010.....	10.403352	11.469029	10.24%	68,363
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019.....	21.719537	28.028673	29.05%	63,513
2018.....	22.073897	21.719537	-1.61%	64,585
2017.....	17.437829	22.073897	26.59%	65,152
2016.....	16.141606	17.437829	8.03%	83,542
2015.....	15.312284	16.141606	5.42%	89,553
2014.....	14.305178	15.312284	7.04%	93,513
2013.....	11.142876	14.305178	28.38%	114,764
2012.....	9.582479	11.142876	16.28%	121,155
2011.....	10.150050	9.582479	-5.59%	128,099
2010.....	8.669986	10.150050	17.07%	129,399

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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.....	17.858065	22.228472	24.47%	10,235
2018.....	18.433049	17.858065	-3.12%	11,803
2017.....	15.262722	18.433049	20.77%	13,369
2016.....	13.870826	15.262722	10.03%	11,972
2015.....	13.853317	13.870826	0.13%	25,076
2014.....	12.688489	13.853317	9.18%	25,397
2013.....	9.633985	12.688489	31.71%	31,221
2012.....	8.308872	9.633985	15.95%	34,358
2011.....	8.580214	8.308872	-3.16%	32,808
2010.....	7.805765	8.580214	9.92%	34,884
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019.....	10.936436	12.429323	13.65%	2,502
2018.....	11.383294	10.936436	-3.93%	2,502
2017.....	10.764806	11.383294	5.75%	2,502
2016.....	9.520084	10.764806	13.07%	2,502
2015.....	9.868689	9.520084	-3.53%	872
2014*.....	10.000000	9.868689	-1.31%	1,304
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019.....	17.246059	21.880005	26.87%	3,261
2018.....	18.330244	17.246059	-5.91%	3,368
2017.....	14.832949	18.330244	23.58%	3,483
2016.....	13.188631	14.832949	12.47%	3,592
2015.....	13.475852	13.188631	-2.13%	3,592
2014.....	12.767628	13.475852	5.55%	3,356
2013.....	8.980577	12.767628	42.17%	3,356
2012.....	7.760436	8.980577	15.72%	0
2011.....	8.868399	7.760436	-12.49%	0
2010.....	7.759548	8.868399	14.29%	2,385
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019.....	10.829167	14.248549	31.58%	0
2018.....	13.120811	10.829167	-17.47%	0
2017.....	10.551799	13.120811	24.35%	0
2016.....	10.922704	10.551799	-3.40%	0
2015.....	11.100099	10.922704	-1.60%	0
2014.....	11.360141	11.100099	-2.29%	0
2013.....	9.472551	11.360141	19.93%	2,772
2012.....	8.278737	9.472551	14.42%	1,331
2011.....	9.247941	8.278737	-10.48%	152
2010.....	8.204016	9.247941	12.72%	1,472

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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 AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019.....	19.151333	24.474728	27.80%	110
2018.....	19.389776	19.151333	-1.23%	107
2017.....	16.279474	19.389776	19.11%	104
2016.....	14.785456	16.279474	10.10%	331
2015.....	14.829101	14.785456	-0.29%	1,219
2014.....	13.389207	14.829101	10.75%	1,257
2013.....	10.335338	13.389207	29.55%	1,292
2012.....	9.165522	10.335338	12.76%	3,462
2011.....	9.218391	9.165522	-0.57%	4,854
2010.....	8.219829	9.218391	12.15%	5,414
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ				
2019.....	14.407792	17.690258	22.78%	3,726
2018.....	16.298033	14.407792	-11.60%	3,653
2017.....	13.734644	16.298033	18.66%	3,578
2016.....	12.795829	13.734644	7.34%	3,578
2015.....	13.149156	12.795829	-2.69%	3,578
2014.....	12.703984	13.149156	3.50%	3,578
2013.....	9.905989	12.703984	28.25%	3,578
2012.....	8.610358	9.905989	15.05%	3,578
2011.....	9.285006	8.610358	-7.27%	3,799
2010.....	8.154464	9.285006	13.86%	221
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019.....	13.795504	15.875232	15.08%	7,114
2018.....	14.854509	13.795504	-7.13%	7,600
2017.....	13.383683	14.854509	10.99%	8,093
2016.....	12.733900	13.383683	5.10%	11,635
2015.....	12.993669	12.733900	-2.00%	15,339
2014.....	12.577768	12.993669	3.31%	16,442
2013.....	11.075101	12.577768	13.57%	13,214
2012.....	10.067963	11.075101	10.00%	28,886
2011.....	10.302913	10.067963	-2.28%	31,009
2010.....	9.421327	10.302913	9.36%	34,497
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019.....	14.355239	17.096805	19.10%	42
2018.....	15.781409	14.355239	-9.04%	45
2017.....	13.757858	15.781409	14.71%	4,972
2016.....	12.941897	13.757858	6.30%	6,138
2015.....	13.241957	12.941897	-2.27%	10,978
2014.....	12.769136	13.241957	3.70%	12,085
2013.....	10.632627	12.769136	20.09%	9,658
2012.....	9.446137	10.632627	12.56%	9,661
2011.....	9.877084	9.446137	-4.36%	10,063
2010.....	8.872557	9.877084	11.32%	6,497

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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) Conservative Fund: Class II - Q/NQ				
2019.....	12.683671	13.903723	9.62%	0
2018.....	13.148522	12.683671	-3.54%	0
2017.....	12.480726	13.148522	5.35%	0
2016.....	12.044507	12.480726	3.62%	0
2015.....	12.249919	12.044507	-1.68%	633
2014.....	11.968096	12.249919	2.35%	455
2013.....	11.514872	11.968096	3.94%	8,645
2012.....	10.814610	11.514872	6.48%	455
2011.....	10.766211	10.814610	0.45%	3,733
2010.....	10.177342	10.766211	5.79%	5,758
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019.....	14.133926	16.539801	17.02%	14,339
2018.....	15.358614	14.133926	-7.97%	15,725
2017.....	13.605030	15.358614	12.89%	15,827
2016.....	12.867981	13.605030	5.73%	19,620
2015.....	13.131352	12.867981	-2.01%	20,148
2014.....	12.677907	13.131352	3.58%	19,250
2013.....	10.865022	12.677907	16.69%	58,309
2012.....	9.761924	10.865022	11.30%	101,843
2011.....	10.090736	9.761924	-3.26%	89,717
2010.....	9.147371	10.090736	10.31%	117,310
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	14.353630	17.377904	21.07%	4,472
2018.....	16.013900	14.353630	-10.37%	4,475
2017.....	13.692879	16.013900	16.95%	4,479
2016.....	12.848490	13.692879	6.57%	4,482
2015.....	13.170287	12.848490	-2.44%	4,486
2014.....	12.716502	13.170287	3.57%	4,490
2013.....	10.330540	12.716502	23.10%	4,493
2012.....	9.102215	10.330540	13.49%	4,497
2011.....	9.639659	9.102215	-5.58%	4,708
2010.....	8.588829	9.639659	12.23%	4,712
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019.....	13.530026	15.318109	13.22%	1,022
2018.....	14.343726	13.530026	-5.67%	1,057
2017.....	13.178203	14.343726	8.84%	1,095
2016.....	12.551452	13.178203	4.99%	1,133
2015.....	12.808258	12.551452	-2.01%	5,231
2014.....	12.423929	12.808258	3.09%	5,890
2013.....	11.275842	12.423929	10.18%	6,157
2012.....	10.345184	11.275842	9.00%	23,254
2011.....	10.472530	10.345184	-1.22%	9,203
2010.....	9.696966	10.472530	8.00%	50,564

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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 Columbia Overseas Value Fund: Class I - Q/NQ				
2019.....	14.677302	16.353146	11.42%	158
2018.....	17.576499	14.677302	-16.49%	0
2017.....	14.459678	17.576499	21.56%	0
2016.....	14.436952	14.459678	0.16%	0
2015.....	15.167356	14.436952	-4.82%	0
2014.....	16.670988	15.167356	-9.02%	2,019
2013.....	14.014699	16.670988	18.95%	3,870
2012.....	11.834153	14.014699	18.43%	166
2011.....	13.642767	11.834153	-13.26%	360
2010.....	12.951641	13.642767	5.34%	144
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I - Q/NQ				
2019.....	13.462346	14.526973	7.91%	0
2018.....	13.649390	13.462346	-1.37%	0
2017.....	13.199590	13.649390	3.41%	0
2016.....	12.649579	13.199590	4.35%	0
2015.....	12.863549	12.649579	-1.66%	0
2014.....	12.361997	12.863549	4.06%	36
2013.....	12.723774	12.361997	-2.84%	767
2012.....	11.921719	12.723774	6.73%	330
2011.....	11.291133	11.921719	5.58%	0
2010.....	10.648045	11.291133	6.04%	0
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019.....	13.849343	15.033801	8.55%	10,524
2018.....	14.189139	13.849343	-2.39%	10,984
2017.....	13.804843	14.189139	2.78%	12,342
2016.....	13.486986	13.804843	2.36%	13,136
2015.....	13.687124	13.486986	-1.46%	11,339
2014.....	13.175242	13.687124	3.89%	13,088
2013.....	13.579823	13.175242	-2.98%	17,589
2012.....	12.799331	13.579823	6.10%	15,503
2011.....	12.184889	12.799331	5.04%	18,177
2010.....	11.378498	12.184889	7.09%	8,868
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019.....	14.839155	15.619806	5.26%	110,206
2018.....	14.989455	14.839155	-1.00%	117,984
2017.....	14.823863	14.989455	1.12%	132,337
2016.....	14.855480	14.823863	-0.21%	147,752
2015.....	15.014283	14.855480	-1.06%	156,453
2014.....	14.495959	15.014283	3.58%	163,148
2013.....	15.253589	14.495959	-4.97%	190,250
2012.....	14.943453	15.253589	2.08%	224,614
2011.....	14.065910	14.943453	6.24%	257,972
2010.....	13.552752	14.065910	3.79%	304,341

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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.....	10.202836	10.285934	0.81%	480,552
2018.....	10.159938	10.202836	0.42%	557,777
2017.....	10.214070	10.159938	-0.53%	620,397
2016.....	10.310992	10.214070	-0.94%	547,084
2015.....	10.409884	10.310992	-0.95%	623,993
2014.....	10.509725	10.409884	-0.95%	778,650
2013.....	10.610515	10.509725	-0.95%	882,285
2012.....	10.712556	10.610515	-0.95%	946,940
2011.....	10.815010	10.712556	-0.95%	757,951
2010.....	10.918718	10.815010	-0.95%	891,385
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2019.....	9.287531	10.939197	17.78%	2,426
2018.....	11.006292	9.287531	-15.62%	2,426
2017.....	8.744139	11.006292	25.87%	2,678
2016.....	8.772183	8.744139	-0.32%	9,290
2015.....	9.151031	8.772183	-4.14%	9,422
2014.....	9.305772	9.151031	-1.66%	5,017
2013.....	7.991492	9.305772	16.45%	5,178
2012.....	7.002154	7.991492	14.13%	5,326
2011.....	7.854623	7.002154	-10.85%	5,558
2010.....	7.017451	7.854623	11.93%	6,037
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019.....	17.121496	19.560519	14.25%	10,623
2018.....	18.167622	17.121496	-5.76%	10,378
2017.....	16.504352	18.167622	10.08%	10,438
2016.....	15.674341	16.504352	5.30%	10,304
2015.....	15.852202	15.674341	-1.12%	10,777
2014.....	15.302587	15.852202	3.59%	13,415
2013.....	13.620887	15.302587	12.35%	10,010
2012.....	12.571832	13.620887	8.34%	6,083
2011.....	12.580870	12.571832	-0.07%	3,067
2010.....	11.566339	12.580870	8.77%	1,998
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019.....	20.057508	23.828517	18.80%	11
2018.....	21.651935	20.057508	-7.36%	11
2017.....	19.039571	21.651935	13.72%	11
2016.....	17.840940	19.039571	6.72%	11
2015.....	18.108358	17.840940	-1.48%	0
2014.....	17.376392	18.108358	4.21%	0
2013.....	14.681050	17.376392	18.36%	0
2012.....	13.204625	14.681050	11.18%	0
2011.....	13.456927	13.204625	-1.87%	0
2010.....	12.127012	13.456927	10.97%	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.....	18.832549	24.290522	28.98%	1,252
2018.....	19.673312	18.832549	-4.27%	233
2017.....	15.292322	19.673312	28.65%	233
2016.....	15.137350	15.292322	1.02%	233
2015.....	14.818766	15.137350	2.15%	233
2014.....	13.582497	14.818766	9.10%	0
2013.....	10.201893	13.582497	33.14%	0
2012.....	8.868570	10.201893	15.03%	0
2011.....	9.252540	8.868570	-4.15%	0
2010.....	8.097584	9.252540	14.26%	526
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class I - Q/NQ				
2019.....	30.610186	41.724285	36.31%	12,315
2018.....	31.303822	30.610186	-2.22%	12,611
2017.....	24.823350	31.303822	26.11%	15,054
2016.....	24.182398	24.823350	2.65%	14,039
2015.....	23.231190	24.182398	4.09%	14,714
2014.....	21.557023	23.231190	7.77%	17,262
2013.....	15.920407	21.557023	35.40%	21,975
2012.....	13.542915	15.920407	17.56%	29,869
2011.....	13.984922	13.542915	-3.16%	57,902
2010.....	12.977046	13.984922	7.77%	74,238
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019.....	24.977542	31.341511	25.48%	2,055
2018.....	27.856536	24.977542	-10.34%	2,055
2017.....	25.934657	27.856536	7.41%	2,055
2016.....	21.780415	25.934657	19.07%	2,003
2015.....	23.011426	21.780415	-5.35%	0
2014.....	20.568918	23.011426	11.87%	0
2013.....	15.771114	20.568918	30.42%	0
2012.....	13.912906	15.771114	13.36%	0
2011.....	13.978078	13.912906	-0.47%	0
2010.....	12.471844	13.978078	12.08%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019.....	32.376177	40.294644	24.46%	2,116
2018.....	36.887771	32.376177	-12.23%	2,136
2017.....	32.165225	36.887771	14.68%	2,327
2016.....	26.995692	32.165225	19.15%	2,377
2015.....	27.963257	26.995692	-3.46%	1,841
2014.....	25.800905	27.963257	8.38%	2,616
2013.....	19.578121	25.800905	31.78%	2,730
2012.....	16.826274	19.578121	16.35%	3,871
2011.....	17.430797	16.826274	-3.47%	7,062
2010.....	13.944249	17.430797	25.00%	12,986

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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 I - Q/NQ				
2019.....	8.854420	10.221701	15.44%	0
2018.....	10.791949	8.854420	-17.95%	0
2017.....	8.863277	10.791949	21.76%	0
2016.....	8.503704	8.863277	4.23%	0
2015.....	9.048485	8.503704	-6.02%	0
2014*.....	10.000000	9.048485	-9.52%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2019.....	15.305118	18.964564	23.91%	45,069
2018.....	17.518813	15.305118	-12.64%	51,119
2017.....	15.465315	17.518813	13.28%	52,838
2016.....	13.454417	15.465315	14.95%	60,448
2015.....	14.066855	13.454417	-4.35%	71,144
2014.....	12.882216	14.066855	9.20%	84,997
2013.....	9.631938	12.882216	33.74%	103,171
2012.....	8.269755	9.631938	16.47%	108,842
2011.....	8.890554	8.269755	-6.98%	123,853
2010.....	7.961084	8.890554	11.68%	144,277
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019.....	19.407100	23.806590	22.67%	1,700
2018.....	22.562411	19.407100	-13.98%	923
2017.....	20.009185	22.562411	12.76%	4,651
2016.....	17.178293	20.009185	16.48%	5,896
2015.....	17.858366	17.178293	-3.81%	5,975
2014.....	15.407339	17.858366	15.91%	5,495
2013.....	11.464750	15.407339	34.39%	4,237
2012.....	9.948767	11.464750	15.24%	3,249
2011.....	10.282687	9.948767	-3.25%	5,080
2010.....	8.677644	10.282687	18.50%	6,256
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I - Q/NQ				
2019.....	27.262874	32.134793	17.87%	401
2018.....	33.144993	27.262874	-17.75%	417
2017.....	30.681291	33.144993	8.03%	437
2016.....	24.596313	30.681291	24.74%	457
2015.....	26.423570	24.596313	-6.92%	498
2014.....	24.926637	26.423570	6.01%	538
2013.....	17.924191	24.926637	39.07%	618
2012.....	15.024668	17.924191	19.30%	901
2011.....	15.978661	15.024668	-5.97%	1,309
2010.....	12.741890	15.978661	25.40%	1,591

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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 Company Fund: Class I - Q/NQ				
2019.....	29.532743	36.754812	24.45%	4,767
2018.....	34.129554	29.532743	-13.47%	4,917
2017.....	30.361032	34.129554	12.41%	4,931
2016.....	24.953937	30.361032	21.67%	4,949
2015.....	25.612084	24.953937	-2.57%	5,486
2014.....	25.648656	25.612084	-0.14%	5,540
2013.....	18.377099	25.648656	39.57%	5,597
2012.....	16.063510	18.377099	14.40%	6,233
2011.....	17.171834	16.063510	-6.45%	7,290
2010.....	13.833774	17.171834	24.13%	10,285
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class I - Q/NQ				
2019.....	18.433106	23.006425	24.81%	0
2018.....	19.754804	18.433106	-6.69%	0
2017.....	16.813371	19.754804	17.49%	0
2016.....	15.415411	16.813371	9.07%	0
2015.....	15.613840	15.415411	-1.27%	0
2014.....	14.252451	15.613840	9.55%	0
2013.....	10.369312	14.252451	37.45%	0
2012.....	9.389325	10.369312	10.44%	0
2011.....	9.790510	9.389325	-4.10%	389
2010.....	7.998316	9.790510	22.41%	0
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019.....	14.382705	18.583298	29.21%	49,870
2018.....	15.135445	14.382705	-4.97%	53,573
2017.....	14.395865	15.135445	5.14%	37,221
2016.....	13.560391	14.395865	6.16%	41,810
2015.....	14.511870	13.560391	-6.56%	47,819
2014.....	11.392190	14.511870	27.38%	53,226
2013.....	11.199051	11.392190	1.72%	51,407
2012.....	9.782450	11.199051	14.48%	54,642
2011.....	9.304917	9.782450	5.13%	62,640
2010.....	7.236225	9.304917	28.59%	86,880
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019.....	10.872293	11.209157	3.10%	2,565
2018.....	10.887834	10.872293	-0.14%	3,693
2017.....	10.821095	10.887834	0.62%	3,730
2016.....	10.659012	10.821095	1.52%	4,192
2015.....	10.798073	10.659012	-1.29%	6,221
2014.....	10.848061	10.798073	-0.46%	8,862
2013.....	10.940564	10.848061	-0.85%	13,155
2012.....	10.669788	10.940564	2.54%	12,741
2011.....	10.633816	10.669788	0.34%	16,594
2010.....	10.482149	10.633816	1.45%	25,499

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<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.....	17.903398	24.265923	35.54%	2,087
2018.....	19.446642	17.903398	-7.94%	1,680
2017.....	15.395424	19.446642	26.31%	989
2016.....	14.655235	15.395424	5.05%	1,083
2015.....	14.847112	14.655235	-1.29%	1,739
2014.....	14.451923	14.847112	2.73%	1,154
2013.....	10.526617	14.451923	37.29%	1,267
2012.....	9.270232	10.526617	13.55%	5,685
2011.....	9.794929	9.270232	-5.36%	6,876
2010.....	7.819220	9.794929	25.27%	11,760
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019.....	11.864624	12.564860	5.90%	1,885
2018.....	12.487731	11.864624	-4.99%	1,885
2017.....	11.385025	12.487731	9.69%	5,863
2016.....	11.169624	11.385025	1.93%	6,818
2015.....	12.148449	11.169624	-8.06%	1,885
2014.....	12.228168	12.148449	-0.65%	4,400
2013.....	13.213159	12.228168	-7.45%	4,722
2012.....	12.676918	13.213159	4.23%	5,915
2011.....	11.804664	12.676918	7.39%	6,723
2010.....	10.896626	11.804664	8.33%	4,513
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019.....	11.720256	12.064424	2.94%	29,225
2018.....	11.805296	11.720256	-0.72%	25,226
2017.....	11.770823	11.805296	0.29%	24,031
2016.....	11.730320	11.770823	0.35%	19,881
2015.....	11.818150	11.730320	-0.74%	26,051
2014.....	11.842883	11.818150	-0.21%	32,009
2013.....	11.984302	11.842883	-1.18%	37,981
2012.....	11.441627	11.984302	4.74%	35,617
2011.....	11.435807	11.441627	0.05%	42,731
2010.....	10.976283	11.435807	4.19%	24,834
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019.....	13.619232	18.446360	35.44%	3,810
2018.....	13.430930	13.619232	1.40%	4,200
2017.....	10.358323	13.430930	29.66%	4,539
2016*.....	10.000000	10.358323	3.58%	5,275

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019.....	15.047296	18.653233	23.96%	648
2018.....	18.782424	15.047296	-19.89%	668
2017.....	14.980256	18.782424	25.38%	691
2016.....	15.503893	14.980256	-3.38%	816
2015.....	15.630681	15.503893	-0.81%	978
2014.....	16.927908	15.630681	-7.66%	1,075
2013.....	13.344365	16.927908	26.85%	1,150
2012.....	11.050745	13.344365	20.76%	2,368
2011.....	13.430954	11.050745	-17.72%	1,297
2010.....	12.324108	13.430954	8.98%	3,693
Putnam Variable Trust - Putnam VT Small Cap Value Fund: Class IB - Q/NQ				
2019.....	23.616791	29.062962	23.06%	342
2018.....	29.778763	23.616791	-20.69%	313
2017.....	27.869792	29.778763	6.85%	387
2016.....	22.068902	27.869792	26.29%	569
2015.....	23.266849	22.068902	-5.15%	875
2014.....	22.710119	23.266849	2.45%	1,130
2013.....	16.423100	22.710119	38.28%	1,318
2012.....	14.112983	16.423100	16.37%	2,412
2011.....	14.954891	14.112983	-5.63%	3,221
2010.....	11.984274	14.954891	24.79%	3,484
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019.....	5.421436	5.989938	10.49%	754
2018.....	7.647271	5.421436	-29.11%	1,948
2017.....	7.875679	7.647271	-2.90%	36,473
2016.....	5.544135	7.875679	42.05%	37,581
2015.....	8.433083	5.544135	-34.26%	5,189
2014.....	10.556304	8.433083	-20.11%	11,657
2013.....	9.662724	10.556304	9.25%	7,433
2012*.....	10.000000	9.662724	-3.37%	7,395
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019.....	5.556865	6.157343	10.81%	1,515
2018.....	7.822457	5.556865	-28.96%	1,515
2017.....	8.033694	7.822457	-2.63%	3,699
2016.....	5.643680	8.033694	42.35%	3,699
2015.....	8.561375	5.643680	-34.08%	3,699
2014.....	10.684685	8.561375	-19.87%	18,237
2013.....	9.759140	10.684685	9.48%	19,524
2012*.....	10.000000	9.759140	-2.41%	19,696

No Additional Contract Options Elected Total - 0.95%
Variable account charges of the daily net assets of the variable account - 0.95%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019.....	30.889306	38.192591	23.64%	1,798
2018.....	30.784208	30.889306	0.34%	1,702
2017.....	24.693383	30.784208	24.67%	1,516
2016.....	23.137199	24.693383	6.73%	1,533
2015.....	24.052410	23.137199	-3.81%	1,626
2014.....	24.747755	24.052410	-2.81%	3,033
2013.....	16.631164	24.747755	48.80%	4,022
2012.....	15.565826	16.631164	6.84%	4,518
2011.....	16.471980	15.565826	-5.50%	1,903
2010.....	13.117881	16.471980	25.57%	723

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<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.....	20.240686	23.383324	15.53%	0
2018.....	24.806682	20.240686	-18.41%	0
2017.....	22.812132	24.806682	8.74%	0
2016.....	18.970449	22.812132	20.25%	0
2015.....	20.878126	18.970449	-9.14%	0
2014.....	19.889776	20.878126	4.97%	0
2013.....	14.998153	19.889776	32.61%	0
2012.....	13.140681	14.998153	14.14%	0
2011.....	14.924531	13.140681	-11.95%	0
2010.....	12.235825	14.924531	21.97%	0
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019.....	12.453128	14.129073	13.46%	0
2018.....	13.987817	12.453128	-10.97%	0
2017.....	12.766068	13.987817	9.57%	0
2016.....	12.762681	12.766068	0.03%	0
2015.....	13.380220	12.762681	-4.62%	0
2014.....	13.623919	13.380220	-1.79%	0
2013.....	12.358348	13.623919	10.24%	0
2012.....	11.664995	12.358348	5.94%	0
2011.....	12.563323	11.664995	-7.15%	0
2010.....	11.879392	12.563323	5.76%	0
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019.....	22.121926	26.049154	17.75%	0
2018.....	25.229695	22.121926	-12.32%	0
2017.....	23.293428	25.229695	8.31%	0
2016.....	19.226573	23.293428	21.15%	0
2015.....	20.431004	19.226573	-5.90%	0
2014.....	20.171917	20.431004	1.28%	0
2013.....	14.877923	20.171917	35.58%	0
2012.....	13.342436	14.877923	11.51%	0
2011.....	13.769400	13.342436	-3.10%	0
2010.....	11.357234	13.769400	21.24%	0
BNY Mellon Stock Index Fund, Inc.: Initial Shares - Q/NQ				
2019.....	18.459595	23.235534	25.87%	0
2018.....	20.094556	18.459595	-8.14%	0
2017.....	17.157550	20.094556	17.12%	0
2016.....	15.939528	17.157550	7.64%	0
2015.....	16.362235	15.939528	-2.58%	0
2014.....	14.972083	16.362235	9.28%	0
2013.....	11.769422	14.972083	27.21%	0
2012.....	10.555139	11.769422	11.50%	0
2011.....	10.752259	10.555139	-1.83%	0
2010.....	9.717322	10.752259	10.65%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BNY Mellon Sustainable U.S. Equity Portfolio, Inc.: Initial Shares - Q/NQ				
2019.....	16.337110	21.149368	29.46%	0
2018.....	17.740644	16.337110	-7.91%	0
2017.....	15.962852	17.740644	11.14%	0
2016.....	15.008863	15.962852	6.36%	0
2015.....	16.091605	15.008863	-6.73%	0
2014.....	14.720808	16.091605	9.31%	0
2013.....	11.372360	14.720808	29.44%	0
2012.....	10.541826	11.372360	7.88%	0
2011.....	10.842618	10.541826	-2.77%	0
2010.....	9.800908	10.842618	10.63%	0
Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Primary Shares - Q/NQ				
2019.....	9.988322	10.532641	5.45%	0
2018.....	10.430684	9.988322	-4.24%	0
2017.....	10.404800	10.430684	0.25%	0
2016.....	10.400122	10.404800	0.04%	0
2015.....	10.820492	10.400122	-3.88%	0
2014.....	10.819984	10.820492	0.00%	0
2013.....	11.114866	10.819984	-2.65%	0
2012.....	10.514735	11.114866	5.71%	0
2011.....	10.669487	10.514735	-1.45%	0
2010.....	10.205641	10.669487	4.54%	0
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class - Q/NQ				
2019.....	14.997087	18.398207	22.68%	0
2018.....	16.996474	14.997087	-11.76%	0
2017.....	15.636147	16.996474	8.70%	0
2016.....	13.762766	15.636147	13.61%	0
2015.....	14.893181	13.762766	-7.59%	0
2014.....	14.227203	14.893181	4.68%	0
2013.....	11.534720	14.227203	23.34%	0
2012.....	10.216640	11.534720	12.90%	0
2011.....	10.512630	10.216640	-2.82%	0
2010.....	9.480158	10.512630	10.89%	0
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class - Q/NQ				
2019.....	12.575486	15.469728	23.01%	0
2018.....	15.337992	12.575486	-18.01%	0
2017.....	12.234103	15.337992	25.37%	0
2016.....	13.381688	12.234103	-8.58%	0
2015.....	13.420323	13.381688	-0.29%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<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 - Q/NQ				
2019.....	14.813287	19.167155	29.39%	0
2018.....	18.601968	14.813287	-20.37%	0
2017.....	16.193445	18.601968	14.87%	0
2016.....	15.350234	16.193445	5.49%	0
2015.....	16.433901	15.350234	-6.59%	0
2014.....	15.986634	16.433901	2.80%	0
2013.....	12.719429	15.986634	25.69%	0
2012.....	10.387260	12.719429	22.45%	0
2011.....	11.826649	10.387260	-12.17%	0
2010.....	9.706378	11.826649	21.84%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019.....	9.980114	11.525552	15.49%	0
2018.....	11.466905	9.980114	-12.97%	0
2017.....	10.626975	11.466905	7.90%	0
2016.....	9.744054	10.626975	9.06%	0
2015.....	10.783332	9.744054	-9.64%	0
2014.....	10.881961	10.783332	-0.91%	0
2013.....	9.124909	10.881961	19.26%	0
2012.....	8.212223	9.124909	11.11%	0
2011.....	8.656203	8.212223	-5.13%	0
2010.....	8.148358	8.656203	6.23%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 1 - Q/NQ				
2019.....	18.440639	23.024198	24.86%	0
2018.....	20.117650	18.440639	-8.34%	0
2017.....	17.275472	20.117650	16.45%	0
2016.....	15.411507	17.275472	12.09%	0
2015.....	16.561096	15.411507	-6.94%	0
2014.....	15.768370	16.561096	5.03%	0
2013.....	12.583741	15.768370	25.31%	0
2012.....	11.643875	12.583741	8.07%	0
2011.....	11.368511	11.643875	2.42%	0
2010.....	9.755880	11.368511	16.53%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 1 - Q/NQ				
2019.....	12.178210	13.240048	8.72%	0
2018.....	14.920740	12.178210	-18.38%	0
2017.....	13.232020	14.920740	12.76%	0
2016.....	12.775055	13.232020	3.58%	0
2015.....	14.152085	12.775055	-9.73%	0
2014.....	16.483053	14.152085	-14.14%	0
2013.....	13.877314	16.483053	18.78%	0
2012.....	12.145569	13.877314	14.26%	0
2011.....	14.075303	12.145569	-13.71%	0
2010.....	13.441899	14.075303	4.71%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Invesco - Invesco V.I. Core Equity Fund: Series I Shares - Q/NQ				
2019.....	12.258633	15.232336	24.26%	0
2018.....	14.045579	12.258633	-12.72%	0
2017.....	12.879154	14.045579	9.06%	0
2016.....	12.121492	12.879154	6.25%	0
2015.....	13.351182	12.121492	-9.21%	0
2014.....	12.813207	13.351182	4.20%	0
2013.....	10.288916	12.813207	24.53%	0
2012.....	9.377775	10.288916	9.72%	0
2011.....	9.738457	9.377775	-3.70%	0
2010.....	9.225600	9.738457	5.56%	0
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series I Shares - Q/NQ				
2019.....	15.084451	18.207694	20.71%	0
2018.....	17.664493	15.084451	-14.61%	0
2017.....	15.951747	17.664493	10.74%	0
2016.....	14.593739	15.951747	9.31%	0
2015.....	15.782519	14.593739	-7.53%	0
2014.....	15.685020	15.782519	0.62%	0
2013.....	12.637442	15.685020	24.12%	0
2012.....	11.822247	12.637442	6.90%	0
2011.....	13.105142	11.822247	-9.79%	0
2010.....	11.919119	13.105142	9.95%	0
Invesco Oppenheimer V.I. Global Fund: Series I - Q/NQ				
2019.....	19.240269	24.430986	26.98%	0
2018.....	23.006143	19.240269	-16.37%	0
2017.....	17.469319	23.006143	31.69%	0
2016.....	18.114473	17.469319	-3.56%	0
2015.....	18.087396	18.114473	0.15%	0
2014.....	18.352000	18.087396	-1.44%	0
2013.....	14.961324	18.352000	22.66%	0
2012.....	12.806093	14.961324	16.83%	0
2011.....	14.491963	12.806093	-11.63%	0
2010.....	12.969768	14.491963	11.74%	0
Invesco Oppenheimer V.I. Global Strategic Income Fund: Series I - Q/NQ				
2019.....	8.789131	9.383251	6.76%	0
2018.....	9.543709	8.789131	-7.91%	0
2017.....	9.319618	9.543709	2.40%	0
2016.....	9.078573	9.319618	2.66%	0
2015.....	9.640489	9.078573	-5.83%	0
2014.....	9.729528	9.640489	-0.92%	0
2013.....	10.111541	9.729528	-3.78%	0
2012*.....	10.000000	10.111541	1.12%	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. Main Street Small Cap Fund: Series I - Q/NQ				
2019.....	20.739439	25.272166	21.86%	0
2018.....	24.008695	20.739439	-13.62%	0
2017.....	21.825668	24.008695	10.00%	0
2016.....	19.186188	21.825668	13.76%	0
2015.....	21.161573	19.186188	-9.33%	0
2014.....	19.621635	21.161573	7.85%	0
2013.....	14.441097	19.621635	35.87%	0
2012.....	12.704255	14.441097	13.67%	0
2011.....	13.482920	12.704255	-5.78%	0
2010.....	11.339108	13.482920	18.91%	0
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019.....	11.884492	13.944540	17.33%	0
2018.....	13.047052	11.884492	-8.91%	0
2017.....	11.447849	13.047052	13.97%	0
2016.....	12.193526	11.447849	-6.12%	0
2015.....	13.808185	12.193526	-11.69%	0
2014.....	15.128071	13.808185	-8.72%	0
2013.....	12.547447	15.128071	20.57%	0
2012.....	10.928206	12.547447	14.82%	0
2011.....	12.222236	10.928206	-10.59%	0
2010.....	11.672257	12.222236	4.71%	0
MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019.....	14.598256	17.673789	21.07%	0
2018.....	16.787208	14.598256	-13.04%	0
2017.....	13.736849	16.787208	22.21%	0
2016.....	13.728324	13.736849	0.06%	0
2015.....	13.401341	13.728324	2.44%	0
2014.....	13.753238	13.401341	-2.56%	0
2013.....	11.183357	13.753238	22.98%	0
2012.....	10.012785	11.183357	11.69%	0
2011.....	10.579447	10.012785	-5.36%	0
2010*.....	10.000000	10.579447	5.79%	0
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2019.....	12.434775	14.470956	16.37%	0
2018.....	13.585039	12.434775	-8.47%	0
2017.....	12.175180	13.585039	11.58%	0
2016.....	11.591832	12.175180	5.03%	0
2015.....	11.913744	11.591832	-2.70%	0
2014.....	11.777340	11.913744	1.16%	0
2013.....	9.914691	11.777340	18.79%	0
2012.....	8.893389	9.914691	11.48%	0
2011.....	9.144588	8.893389	-2.75%	0
2010.....	8.472582	9.144588	7.93%	0

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Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019.....	8.616290	9.047608	5.01%	0
2018.....	9.041580	8.616290	-4.70%	0
2017.....	9.091149	9.041580	-0.55%	0
2016.....	9.190983	9.091149	-1.09%	0
2015.....	9.561278	9.190983	-3.87%	0
2014.....	9.452848	9.561278	1.15%	0
2013.....	10.070156	9.452848	-6.13%	0
2012.....	9.958027	10.070156	1.13%	0
2011.....	9.774665	9.958027	1.88%	0
2010.....	9.571511	9.774665	2.12%	0
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019.....	13.750856	17.856996	29.86%	0
2018.....	15.760014	13.750856	-12.75%	0
2017.....	12.487814	15.760014	26.20%	0
2016.....	12.935301	12.487814	-3.46%	0
2015.....	12.600877	12.935301	2.65%	0
2014.....	12.842534	12.600877	-1.88%	0
2013.....	10.361199	12.842534	23.95%	0
2012.....	8.808930	10.361199	17.62%	0
2011.....	10.080566	8.808930	-12.61%	0
2010.....	9.399862	10.080566	7.24%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019.....	15.303163	19.210302	25.53%	0
2018.....	15.991291	15.303163	-4.30%	0
2017.....	12.985411	15.991291	23.15%	0
2016.....	12.355947	12.985411	5.09%	0
2015.....	12.049597	12.355947	2.54%	0
2014.....	11.572554	12.049597	4.12%	0
2013.....	9.266769	11.572554	24.88%	0
2012.....	8.192875	9.266769	13.11%	0
2011.....	8.920853	8.192875	-8.16%	0
2010.....	7.833339	8.920853	13.88%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2019.....	12.935079	15.661915	21.08%	0
2018.....	13.727975	12.935079	-5.78%	0
2017.....	11.684269	13.727975	17.49%	0
2016.....	10.915349	11.684269	7.04%	0
2015.....	11.207129	10.915349	-2.60%	0
2014.....	10.552417	11.207129	6.20%	0
2013.....	8.236492	10.552417	28.12%	0
2012.....	7.303090	8.236492	12.78%	0
2011.....	7.752512	7.303090	-5.80%	0
2010.....	7.250234	7.752512	6.93%	0

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Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019.....	9.608235	10.622253	10.55%	0
2018.....	10.282667	9.608235	-6.56%	0
2017.....	9.995649	10.282667	2.87%	0
2016.....	9.086801	9.995649	10.00%	0
2015.....	9.683614	9.086801	-6.16%	0
2014*.....	10.000000	9.683614	-3.16%	0
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019.....	12.841921	15.848474	23.41%	0
2018.....	14.034152	12.841921	-8.50%	0
2017.....	11.673616	14.034152	20.22%	0
2016.....	10.669489	11.673616	9.41%	0
2015.....	11.207408	10.669489	-4.80%	0
2014.....	10.916004	11.207408	2.67%	0
2013.....	7.893105	10.916004	38.30%	0
2012.....	7.012264	7.893105	12.56%	0
2011.....	8.237673	7.012264	-14.88%	0
2010.....	7.409498	8.237673	11.18%	0
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019.....	8.063674	10.320750	27.99%	0
2018.....	10.045743	8.063674	-19.73%	0
2017.....	8.304387	10.045743	20.97%	0
2016.....	8.836553	8.304387	-6.02%	0
2015.....	9.231840	8.836553	-4.28%	0
2014.....	9.712993	9.231840	-4.95%	0
2013.....	8.325908	9.712993	16.66%	0
2012.....	7.480939	8.325908	11.29%	0
2011.....	8.590672	7.480939	-12.92%	0
2010.....	7.834232	8.590672	9.66%	0
Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019.....	13.493520	16.774281	24.31%	0
2018.....	14.046704	13.493520	-3.94%	0
2017.....	12.122798	14.046704	15.87%	0
2016.....	11.317817	12.122798	7.11%	0
2015.....	11.669380	11.317817	-3.01%	0
2014.....	10.831538	11.669380	7.74%	0
2013.....	8.595178	10.831538	26.02%	0
2012.....	7.836417	8.595178	9.68%	0
2011.....	8.102036	7.836417	-3.28%	0
2010.....	7.426660	8.102036	9.09%	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) Aggressive Fund: Class II - Q/NQ				
2019.....	10.728580	12.813846	19.44%	0
2018.....	12.478416	10.728580	-14.02%	0
2017.....	10.809453	12.478416	15.44%	0
2016.....	10.351962	10.809453	4.42%	0
2015.....	10.936022	10.351962	-5.34%	0
2014.....	10.861908	10.936022	0.68%	0
2013.....	8.706793	10.861908	24.75%	0
2012.....	7.780565	8.706793	11.90%	0
2011.....	8.624968	7.780565	-9.79%	0
2010.....	7.786821	8.624968	10.76%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019.....	10.273161	11.499716	11.94%	0
2018.....	11.373638	10.273161	-9.68%	0
2017.....	10.533705	11.373638	7.97%	0
2016.....	10.302316	10.533705	2.25%	0
2015.....	10.807146	10.302316	-4.67%	0
2014.....	10.754400	10.807146	0.49%	0
2013.....	9.734847	10.754400	10.47%	0
2012.....	9.098175	9.734847	7.00%	0
2011.....	9.570822	9.098175	-4.94%	0
2010.....	8.996970	9.570822	6.38%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019.....	10.689824	12.384416	15.85%	0
2018.....	12.083210	10.689824	-11.53%	0
2017.....	10.828052	12.083210	11.59%	0
2016.....	10.470452	10.828052	3.42%	0
2015.....	11.013514	10.470452	-4.93%	0
2014.....	10.917895	11.013514	0.88%	0
2013.....	9.345768	10.917895	16.82%	0
2012.....	8.536073	9.345768	9.49%	0
2011.....	9.175133	8.536073	-6.97%	0
2010.....	8.472770	9.175133	8.29%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ				
2019.....	9.445347	10.071714	6.63%	0
2018.....	10.067501	9.445347	-6.18%	0
2017.....	9.823164	10.067501	2.49%	0
2016.....	9.744712	9.823164	0.81%	0
2015.....	10.188684	9.744712	-4.36%	0
2014.....	10.233232	10.188684	-0.44%	0
2013.....	10.121604	10.233232	1.10%	0
2012.....	9.773133	10.121604	3.57%	0
2011.....	10.001328	9.773133	-2.28%	0
2010.....	9.719148	10.001328	2.90%	0

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Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019.....	10.525111	11.981048	13.83%	0
2018.....	11.759568	10.525111	-10.50%	0
2017.....	10.707860	11.759568	9.82%	0
2016.....	10.410740	10.707860	2.85%	0
2015.....	10.921606	10.410740	-4.68%	0
2014.....	10.839965	10.921606	0.75%	0
2013.....	9.550125	10.839965	13.51%	0
2012.....	8.821529	9.550125	8.26%	0
2011.....	9.373666	8.821529	-5.89%	0
2010.....	8.735285	9.373666	7.31%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	10.688495	12.587872	17.77%	0
2018.....	12.261101	10.688495	-12.83%	0
2017.....	10.776789	12.261101	13.77%	0
2016.....	10.394776	10.776789	3.68%	0
2015.....	10.953803	10.394776	-5.10%	0
2014.....	10.872801	10.953803	0.74%	0
2013.....	9.080145	10.872801	19.74%	0
2012.....	8.225188	9.080145	10.39%	0
2011.....	8.954527	8.225188	-8.14%	0
2010.....	8.201738	8.954527	9.18%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019.....	10.075548	11.096224	10.13%	0
2018.....	10.982608	10.075548	-8.26%	0
2017.....	10.372071	10.982608	5.89%	0
2016.....	10.154812	10.372071	2.14%	0
2015.....	10.653034	10.154812	-4.68%	0
2014.....	10.622950	10.653034	0.28%	0
2013.....	9.911399	10.622950	7.18%	0
2012.....	9.348807	9.911399	6.02%	0
2011.....	9.728461	9.348807	-3.90%	0
2010.....	9.260280	9.728461	5.06%	0
Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ				
2019.....	11.235491	12.177122	8.38%	0
2018.....	13.834338	11.235491	-18.79%	0
2017.....	11.698883	13.834338	18.25%	0
2016.....	12.007015	11.698883	-2.57%	0
2015.....	12.968265	12.007015	-7.41%	0
2014.....	14.653604	12.968265	-11.50%	0
2013.....	12.663805	14.653604	15.71%	0
2012.....	10.993741	12.663805	15.19%	0
2011.....	13.028818	10.993741	-15.62%	0
2010.....	12.715093	13.028818	2.47%	0

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Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I - Q/NQ				
2019.....	10.025512	10.523520	4.97%	0
2018.....	10.451261	10.025512	-4.07%	0
2017.....	10.389239	10.451261	0.60%	0
2016.....	10.234534	10.389239	1.51%	0
2015.....	10.699338	10.234534	-4.34%	0
2014.....	10.570281	10.699338	1.22%	0
2013.....	11.184555	10.570281	-5.49%	0
2012.....	10.773921	11.184555	3.81%	0
2011.....	10.489114	10.773921	2.72%	0
2010.....	10.168832	10.489114	3.15%	0
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019.....	10.313779	10.890732	5.59%	0
2018.....	10.864606	10.313779	-5.07%	0
2017.....	10.865709	10.864606	-0.01%	0
2016.....	10.912150	10.865709	-0.43%	0
2015.....	11.384449	10.912150	-4.15%	0
2014.....	11.265758	11.384449	1.05%	0
2013.....	11.937169	11.265758	-5.62%	0
2012.....	11.567171	11.937169	3.20%	0
2011.....	11.319553	11.567171	2.19%	0
2010.....	10.866539	11.319553	4.17%	0
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019.....	8.789496	8.999725	2.39%	0
2018.....	9.128716	8.789496	-3.72%	0
2017.....	9.280127	9.128716	-1.63%	0
2016.....	9.559804	9.280127	-2.93%	0
2015.....	9.932795	9.559804	-3.76%	0
2014.....	9.858614	9.932795	0.75%	0
2013.....	10.664667	9.858614	-7.56%	0
2012.....	10.741357	10.664667	-0.71%	0
2011.....	10.393021	10.741357	3.35%	0
2010.....	10.294426	10.393021	0.96%	0
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2019.....	6.693516	6.564085	-1.93%	0
2018.....	6.853192	6.693516	-2.33%	0
2017.....	7.082244	6.853192	-3.23%	0
2016.....	7.349227	7.082244	-3.63%	0
2015.....	7.627637	7.349227	-3.65%	0
2014.....	7.916591	7.627637	-3.65%	0
2013.....	8.216496	7.916591	-3.65%	0
2012.....	8.528623	8.216496	-3.66%	0
2011.....	8.850799	8.528623	-3.64%	0
2010.....	9.186079	8.850799	-3.65%	0

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Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2019.....	6.915686	7.923552	14.57%	0
2018.....	8.426672	6.915686	-17.93%	0
2017.....	6.881615	8.426672	22.45%	0
2016.....	7.096606	6.881615	-3.03%	0
2015.....	7.610680	7.096606	-6.75%	0
2014.....	7.956319	7.610680	-4.34%	0
2013.....	7.024005	7.956319	13.27%	0
2012.....	6.327251	7.024005	11.01%	0
2011.....	7.296233	6.327251	-13.28%	0
2010.....	6.700997	7.296233	8.88%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019.....	13.107384	14.566477	11.13%	0
2018.....	14.300330	13.107384	-8.34%	0
2017.....	13.354012	14.300330	7.09%	0
2016.....	13.036772	13.354012	2.43%	0
2015.....	13.554204	13.036772	-3.82%	0
2014.....	13.450915	13.554204	0.77%	0
2013.....	12.308123	13.450915	9.28%	0
2012.....	11.679280	12.308123	5.38%	0
2011.....	12.014433	11.679280	-2.79%	0
2010.....	11.354906	12.014433	5.81%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019.....	15.355269	17.745074	15.56%	0
2018.....	17.043259	15.355269	-9.90%	0
2017.....	15.405523	17.043259	10.63%	0
2016.....	14.838980	15.405523	3.82%	0
2015.....	15.483539	14.838980	-4.16%	0
2014.....	15.274033	15.483539	1.37%	0
2013.....	13.266247	15.274033	15.13%	0
2012.....	12.267228	13.266247	8.14%	0
2011.....	12.851239	12.267228	-4.54%	0
2010.....	11.905432	12.851239	7.94%	0
Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ				
2019.....	14.024116	17.595569	25.47%	0
2018.....	15.063296	14.024116	-6.90%	0
2017.....	12.035751	15.063296	25.15%	0
2016.....	12.246681	12.035751	-1.72%	0
2015.....	12.324911	12.246681	-0.63%	0
2014.....	11.613240	12.324911	6.13%	0
2013.....	8.967006	11.613240	29.51%	0
2012.....	8.013974	8.967006	11.89%	0
2011.....	8.594762	8.013974	-6.76%	0
2010.....	7.732483	8.594762	11.15%	0

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Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class I - Q/NQ				
2019.....	23.434967	31.073492	32.59%	0
2018.....	24.641670	23.434967	-4.90%	0
2017.....	20.085879	24.641670	22.68%	0
2016.....	20.113973	20.085879	-0.14%	0
2015.....	19.864247	20.113973	1.26%	0
2014.....	18.949258	19.864247	4.83%	0
2013.....	14.386403	18.949258	31.72%	0
2012.....	12.581629	14.386403	14.34%	0
2011.....	13.355602	12.581629	-5.80%	0
2010.....	12.740097	13.355602	4.83%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019.....	19.122055	23.340409	22.06%	0
2018.....	21.927474	19.122055	-12.79%	0
2017.....	20.984909	21.927474	4.49%	0
2016.....	18.115839	20.984909	15.84%	0
2015.....	19.676272	18.115839	-7.93%	0
2014.....	18.080535	19.676272	8.83%	0
2013.....	14.251315	18.080535	26.87%	0
2012.....	12.925308	14.251315	10.26%	0
2011.....	13.349032	12.925308	-3.17%	0
2010.....	12.244052	13.349032	9.02%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019.....	21.151674	25.607417	21.07%	0
2018.....	24.778833	21.151674	-14.64%	0
2017.....	22.209965	24.778833	11.57%	0
2016.....	19.161028	22.209965	15.91%	0
2015.....	20.404063	19.161028	-6.09%	0
2014.....	19.353860	20.404063	5.43%	0
2013.....	15.097220	19.353860	28.19%	0
2012.....	13.339611	15.097220	13.18%	0
2011.....	14.205453	13.339611	-6.10%	0
2010.....	11.682068	14.205453	21.60%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class I - Q/NQ				
2019.....	7.778694	8.735121	12.30%	0
2018.....	9.748295	7.778694	-20.20%	0
2017.....	8.229700	9.748295	18.45%	0
2016.....	8.116503	8.229700	1.39%	0
2015.....	8.878690	8.116503	-8.58%	0
2014*.....	10.000000	8.878690	-11.21%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<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 Large Cap Value Fund: Class II - Q/NQ				
2019.....	11.396663	13.736778	20.53%	0
2018.....	13.412944	11.396663	-15.03%	0
2017.....	12.171403	13.412944	10.20%	0
2016.....	10.884643	12.171403	11.82%	0
2015.....	11.699143	10.884643	-6.96%	0
2014.....	11.014137	11.699143	6.22%	0
2013.....	8.465764	11.014137	30.10%	0
2012.....	7.472651	8.465764	13.29%	0
2011.....	8.258397	7.472651	-9.51%	0
2010.....	7.602041	8.258397	8.63%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019.....	14.451640	17.244617	19.33%	0
2018.....	17.275184	14.451640	-16.34%	0
2017.....	15.748164	17.275184	9.70%	0
2016.....	13.897757	15.748164	13.31%	0
2015.....	14.852953	13.897757	-6.43%	0
2014.....	13.173396	14.852953	12.75%	0
2013.....	10.076920	13.173396	30.73%	0
2012.....	8.990069	10.076920	12.09%	0
2011.....	9.551729	8.990069	-5.88%	0
2010.....	8.286431	9.551729	15.27%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I - Q/NQ				
2019.....	17.302641	19.838781	14.66%	0
2018.....	21.629227	17.302641	-20.00%	0
2017.....	20.580845	21.629227	5.09%	0
2016.....	16.959901	20.580845	21.35%	0
2015.....	18.730650	16.959901	-9.45%	0
2014.....	18.164676	18.730650	3.12%	0
2013.....	13.427438	18.164676	35.28%	0
2012.....	11.571368	13.427438	16.04%	0
2011.....	12.650413	11.571368	-8.53%	0
2010.....	10.370178	12.650413	21.99%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I - Q/NQ				
2019.....	18.679773	22.614206	21.06%	0
2018.....	22.196278	18.679773	-15.84%	0
2017.....	20.296982	22.196278	9.36%	0
2016.....	17.148165	20.296982	18.36%	0
2015.....	18.093796	17.148165	-5.23%	0
2014.....	18.627539	18.093796	-2.87%	0
2013.....	13.720128	18.627539	35.77%	0
2012.....	12.329652	13.720128	11.28%	0
2011.....	13.549112	12.329652	-9.00%	0
2010.....	11.220756	13.549112	20.75%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class I - Q/NQ				
2019.....	13.726216	16.664853	21.41%	0
2018.....	15.125226	13.726216	-9.25%	0
2017.....	13.232621	15.125226	14.30%	0
2016.....	12.471370	13.232621	6.10%	0
2015.....	12.985901	12.471370	-3.96%	0
2014.....	12.185781	12.985901	6.57%	0
2013.....	9.113937	12.185781	33.70%	0
2012.....	8.484418	9.113937	7.42%	0
2011.....	9.094410	8.484418	-6.71%	0
2010.....	7.637569	9.094410	19.07%	0
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019.....	10.709367	13.460108	25.69%	0
2018.....	11.587668	10.709367	-7.58%	0
2017.....	11.329250	11.587668	2.28%	0
2016.....	10.969672	11.329250	3.28%	0
2015.....	12.068432	10.969672	-9.10%	0
2014.....	9.739211	12.068432	23.92%	0
2013.....	9.842441	9.739211	-1.05%	0
2012.....	8.838867	9.842441	11.35%	0
2011.....	8.642414	8.838867	2.27%	0
2010.....	6.908981	8.642414	25.09%	0
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019.....	8.096427	8.119767	0.29%	0
2018.....	8.336478	8.096427	-2.88%	0
2017.....	8.516904	8.336478	-2.12%	0
2016.....	8.623771	8.516904	-1.24%	0
2015.....	8.981128	8.623771	-3.98%	0
2014.....	9.275550	8.981128	-3.17%	0
2013.....	9.616810	9.275550	-3.55%	0
2012.....	9.642335	9.616810	-0.26%	0
2011.....	9.878377	9.642335	-2.39%	0
2010.....	10.010345	9.878377	-1.32%	0
Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ				
2019.....	13.331587	17.576895	31.84%	0
2018.....	14.889207	13.331587	-10.46%	0
2017.....	12.116576	14.889207	22.88%	0
2016.....	11.856317	12.116576	2.20%	0
2015.....	12.348264	11.856317	-3.98%	0
2014.....	12.356522	12.348264	-0.07%	0
2013.....	9.252336	12.356522	33.55%	0
2012.....	8.376921	9.252336	10.45%	0
2011.....	9.098651	8.376921	-7.93%	0
2010.....	7.466640	9.098651	21.86%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019.....	9.082499	9.356360	3.02%	0
2018.....	9.828869	9.082499	-7.59%	0
2017.....	9.211362	9.828869	6.70%	0
2016.....	9.289625	9.211362	-0.84%	0
2015.....	10.386841	9.289625	-10.56%	0
2014.....	10.747973	10.386841	-3.36%	0
2013.....	11.939184	10.747973	-9.98%	0
2012.....	11.776525	11.939184	1.38%	0
2011.....	11.272679	11.776525	4.47%	0
2010.....	10.697153	11.272679	5.38%	0
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019.....	8.971972	8.983686	0.13%	0
2018.....	9.291718	8.971972	-3.44%	0
2017.....	9.523479	9.291718	-2.43%	0
2016.....	9.755938	9.523479	-2.38%	0
2015.....	10.104429	9.755938	-3.45%	0
2014.....	10.409318	10.104429	-2.93%	0
2013.....	10.828806	10.409318	-3.87%	0
2012.....	10.628967	10.828806	1.88%	0
2011.....	10.920445	10.628967	-2.67%	0
2010.....	10.775353	10.920445	1.35%	0
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019.....	12.723784	16.763919	31.75%	0
2018.....	12.901605	12.723784	-1.38%	0
2017.....	10.227847	12.901605	26.14%	0
2016*.....	10.000000	10.227847	2.28%	0
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019.....	10.740170	12.951110	20.59%	0
2018.....	13.784455	10.740170	-22.08%	0
2017.....	11.301026	13.784455	21.98%	0
2016.....	12.022988	11.301026	-6.00%	0
2015.....	12.461095	12.022988	-3.52%	0
2014.....	13.873651	12.461095	-10.18%	0
2013.....	11.242905	13.873651	23.40%	0
2012.....	9.571938	11.242905	17.46%	0
2011.....	11.959548	9.571938	-19.96%	0
2010.....	11.281097	11.959548	6.01%	0

Maximum Additional Contract Options Elected Total - 3.65%
Variable account charges of the daily net assets of the variable account - 3.65%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Putnam Variable Trust - Putnam VT Small Cap Value Fund: Class IB - Q/NQ				
2019.....	15.635613	18.717006	19.71%	0
2018.....	20.271492	15.635613	-22.87%	0
2017.....	19.502070	20.271492	3.95%	0
2016.....	15.874142	19.502070	22.85%	0
2015.....	17.205026	15.874142	-7.74%	0
2014.....	17.264044	17.205026	-0.34%	0
2013.....	12.834195	17.264044	34.52%	0
2012.....	11.338626	12.834195	13.19%	0
2011.....	12.351221	11.338626	-8.20%	0
2010.....	10.174828	12.351221	21.39%	0
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019.....	4.508293	4.845290	7.48%	0
2018.....	6.538739	4.508293	-31.05%	0
2017.....	6.922174	6.538739	-5.54%	0
2016.....	5.009040	6.922174	38.19%	0
2015.....	7.833322	5.009040	-36.05%	0
2014.....	10.080948	7.833322	-22.30%	0
2013.....	9.486222	10.080948	6.27%	0
2012*.....	10.000000	9.486222	-5.14%	0
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019.....	4.620597	4.980371	7.79%	0
2018.....	6.688062	4.620597	-30.91%	0
2017.....	7.060562	6.688062	-5.28%	0
2016.....	5.098605	7.060562	38.48%	0
2015.....	7.951909	5.098605	-35.88%	0
2014.....	10.202792	7.951909	-22.06%	0
2013.....	9.580156	10.202792	6.50%	0
2012*.....	10.000000	9.580156	-4.20%	0
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019.....	23.647271	28.441177	20.27%	0
2018.....	24.231421	23.647271	-2.41%	0
2017.....	19.979912	24.231421	21.28%	0
2016.....	19.243898	19.979912	3.82%	0
2015.....	20.565953	19.243898	-6.43%	0
2014.....	21.753850	20.565953	-5.46%	0
2013.....	15.028321	21.753850	44.75%	0
2012.....	14.460887	15.028321	3.92%	0
2011.....	15.730847	14.460887	-8.07%	0
2010.....	12.878273	15.730847	22.15%	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.

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.

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.



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