

The Best of America Future Venue Annuity[®]

Prospectus dated May 1, 2020

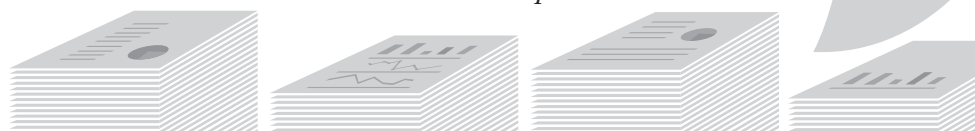
A Flexible Premium Deferred Variable Annuity Contract
Issued by Nationwide Life Insurance Company Through its
Nationwide Variable Account – II

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Signing up to receive your documents online is quick and easy.
This switch not only will reduce the clutter in your mailbox,
it'll also offer a simple way to access and maintain your contract
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• Not a deposit • Not FDIC insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

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

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

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

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

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

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

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

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

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

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

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

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

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

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

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

Accordingly, the following changes apply to the prospectus:

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

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

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

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

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

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

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

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

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

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

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

Accordingly, the following changes apply to the prospectus:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOA Future Venue Annuity prospectus dated May 1, 2020

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

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

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

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

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

Example

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

The Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the maximum Contingent Deferred Sales Charge;
- a \$30 Contract Maintenance Charge expressed as a percentage of the average contract account size; and
- the total Variable Account charges associated with the most expensive combination of optional benefits (4.05%)¹.

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

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (8.41%)	\$2,040	\$4,191	\$5,964	\$9,318	*	\$3,691	\$5,664	\$9,318	\$1,340	\$3,691	\$5,664	\$9,318
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%)	\$1,199	\$1,996	\$2,794	\$4,990	*	\$1,496	\$2,494	\$4,990	\$ 499	\$1,496	\$2,494	\$4,990

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

¹ The total Variable Account charges associated with the most expensive combination of optional benefits may be higher or lower than 4.05% depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

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

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

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

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

The following disclosure changes are made to the prospectus:

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

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

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

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

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

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

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

The following disclosure changes are made to the prospectus:

Risks Associated with COVID-19

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

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

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

CARES Act

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

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

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

The Best of America Future Venue Annuity®
Individual Flexible Premium Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-II

The date of this prospectus is May 1, 2020.

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

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

The Statement of Additional Information (dated May 1, 2020), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 101. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in Contacting the Service Center.

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

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

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

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

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

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

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

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

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

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

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

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

Glossary of Special Terms

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

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

Annuitization Date – The date on which annuity payments begin.

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

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

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

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

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

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

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

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

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

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

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

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

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

Guaranteed Term Options ("GTOs") – Investment options that provide a guaranteed fixed interest rate paid over specific term duration and contain a market value adjustment feature. Guaranteed Term Option is referred to as Target Term Option in certain state jurisdictions.

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

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

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

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

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

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

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

Nationwide – Nationwide Life Insurance Company.

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

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

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

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

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

SEC – Securities and Exchange Commission.

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

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

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

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

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

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

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

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

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

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Contract Expenses

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

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

Contract Owner Transaction Expenses								
Maximum Contingent Deferred Sales Charge ("CDSC") (as a percentage of purchase payments surrendered)								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. Please refer to your contract for state specific information.								
Maximum Loan Processing Fee								\$25 ²
Maximum Premium Tax Charge								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	
Maximum Annual Contract Maintenance Charge	\$30 ⁴
Annual Loan Interest Charge	2.25% ⁵
Variable Account Annual Expenses (assessed as an annualized rate of total Variable Account charges as a percentage of the Daily Net Assets) ⁶	
Mortality and Expense Risk Charge	0.90%
Administrative Charge	0.20%
Death Benefit Options (an applicant may purchase one)	
One-Year Enhanced Death Benefit II Option	0.15% ⁷
Total Variable Account Charges (including this option only)	1.25%
One-Year Enhanced Death Benefit Option (available until September 1, 2004 or until state approval is received for the One-Year Enhanced Death Benefit II Option)	0.10%
Total Variable Account Charges (including this option only)	1.20%
One-Month Enhanced Death Benefit II Option	0.35% ⁸
Total Variable Account Charges (including this option only)	1.45%
One-Month Enhanced Death Benefit Option (available until September 1, 2004 or until state approval is received for the One-Month Enhanced Death Benefit II Option)	0.30%
Total Variable Account Charges (including this option only)	1.40%
Combination Enhanced Death Benefit II Option	0.45% ⁹
Total Variable Account Charges (including this option only)	1.55%
Combination Enhanced Death Benefit Option (available until September 1, 2004 or until state approval is received for the Combination Enhanced Death Benefit II Option)	0.40% ¹⁰
Total Variable Account Charges (including this option only)	1.50%
Spousal Protection Annuity Option	0.20%
Total Variable Account Charges (including this option only)	1.30%
Beneficiary Protector II Option	0.35% ¹¹
Total Variable Account Charges (including this option only)	1.45%
In addition to the charge assessed to Variable Account allocations, allocations made to the Fixed Account or to the Guaranteed Term Options will be assessed a fee of 0.35%.	
Extra Value Option	0.45% ¹²
Total Variable Account Charges (including this option only)	1.55%
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%.	
Capital Preservation Plus Lifetime Income Option	1.00% ¹³
Total Variable Account Charges (including this option only)	2.10%

Recurring Contract Expenses

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 no more than 1.00% by decreasing the interest credited to amounts allocated to the Guaranteed Term Options/Target Term Options.

Capital Preservation Plus Option (no longer available for purchase)	0.50%
Total Variable Account Charges (including this option only)	1.60%

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% by decreasing the interest credited to amounts allocated to the Guaranteed Term Options/Target Term Options.

Additional Optional Riders with charges assessed annually as a percentage of Current Income Benefit Base¹⁴:

Nationwide Lifetime Income Riders (an applicant may purchase one):

5% Nationwide Lifetime Income Rider (only available in NY)	1.00% ¹⁵
7% Nationwide Lifetime Income Rider (not available in NY)	1.00% ¹⁶
10% Nationwide Lifetime Income Rider	1.20% ¹⁷

Joint Options for the Nationwide Lifetime Income Riders (an applicant may purchase one only if the corresponding Lifetime Income Option is elected):

Joint Option for the 5% Nationwide Lifetime Income Rider (only available in NY)	0.15%
Joint Option for the 7% Nationwide Lifetime Income Rider (not available in NY)	0.15%
Joint Option for the 10% Nationwide Lifetime Income Rider (not available in NY)	0.30% ¹⁸

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

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

Mortality and Expense Risk Charge (applicable to all contracts)	0.90%
Administrative Charge (applicable to all contracts)	0.20%
Combination Enhanced Death Benefit II Option	0.45%
Spousal Protection Annuity Option	0.20%
Beneficiary Protector II Option	0.35%
3% Extra Value Option	0.45%
10% Nationwide Lifetime Income Rider	1.20% ¹⁹
Joint Option for the 10% Nationwide Lifetime Income Rider	0.30% ¹⁹
Maximum Possible Total Variable Account Charges	4.05%²⁰

- ¹ Each Contract Year, the Contract Owner may withdraw without a CDSC the greater of:
 - 10% of the net difference of purchase payments that are subject to CDSC minus purchase payments withdrawn that were subject to CDSC; 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 will assess 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 Contract Maintenance Charge is deducted annually from all contracts containing less than \$50,000 on each Contract Anniversary. This charge is permanently waived for any contract valued at \$50,000 or more on any Contract Anniversary.
- ⁵ 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.
- ⁶ 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. They are charged on a daily basis at the annualized rate noted above.
- ⁷ The One-Year Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application.

- ⁸ The One-Month Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application.
- ⁹ The Combination Enhanced Death Benefit II Option is only available for contracts with Annuitants age 75 or younger at the time of application.
- ¹⁰ The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application.
- ¹¹ The Beneficiary Protector II Option is only available for contracts with Annuitants age 75 or younger at the time of application.
- ¹² 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.
- ¹³ For contracts issued on or after September 15, 2008 or the date of state approval (whichever is later), the current Variable Account charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.75% of the Daily Net Assets and the Guaranteed Term Option/Target Term Option charge is equal to a reduction in crediting rates of 0.75%. For contracts issued before September 15, 2008 or the date of state approval (whichever is later), the current Variable Account charge associated with the Capital Preservation Plus Lifetime Income Option is equal to an annualized rate of 0.60% of the Daily Net Assets and the Guaranteed Term Option/Target Term Option charge is equal to a reduction in crediting rates of 0.60%.
- ¹⁴ For information about how the Current Income Benefit Base is calculated, see *Determination of the Income Benefit Base Prior to the First Surrender*.
- ¹⁵ Currently, the charge associated with the 5% Nationwide Lifetime Income Rider is equal to 0.85% of the Current Income Benefit Base.
- ¹⁶ Currently, the charge associated with the 7% Nationwide Lifetime Income Rider is equal to 0.95% of the Current Income Benefit Base.
- ¹⁷ Currently, the charge associated with the 10% Nationwide Lifetime Income Rider is equal to 1.00% of the Current Income Benefit Base.
- ¹⁸ Currently, the charge associated with the Joint Option for the 10% Nationwide Lifetime Income Rider is 0.20% of the Current Income Benefit Base.
- ¹⁹ This charge is a percentage of the Current Income Benefit Base. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.
- ²⁰ The Maximum Possible Total Variable Account Charges associated with a particular contract may be higher or lower than 4.05% depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

Underlying Mutual Fund Annual Expenses

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

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

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

Example

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

The Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the maximum Contingent Deferred Sales Charge;
- a \$30 Contract Maintenance Charge expressed as a percentage of the average contract account size; and
- the total Variable Account charges associated with the most expensive combination of optional benefits (4.05%)¹.

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

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (6.31%)	\$1,819	\$3,654	\$5,245	\$8,537	*	\$3,154	\$4,945	\$8,537	\$1,119	\$3,154	\$4,945	\$8,537
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%)	\$1,199	\$1,996	\$2,794	\$4,990	*	\$1,496	\$2,494	\$4,990	\$ 499	\$1,496	\$2,494	\$4,990

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

¹ The total Variable Account charges associated with the most expensive combination of optional benefits may be higher or lower than 4.05% depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.

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 Flexible Premium Deferred Variable Annuity Contracts.

The contracts can be categorized as:

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

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

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

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

Surrenders/Withdrawals

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

Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. The minimum initial purchase payment for Charitable Remainder Trusts is \$5,000. For all other contract types the minimum initial purchase payment is \$3,000. A Contract Owner will meet the minimum initial purchase payment requirement if purchase payments equal to the required minimum are made over the course of the first Contract Year. The minimum subsequent purchase payment is \$500. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is \$50.

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.

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.

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

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

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

Dollar Limit Restrictions

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

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

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

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

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

Credits on Purchase Payments

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

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

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

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 0.90% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

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

Contract Maintenance Charge

A \$30 Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract. If on any Contract Anniversary (or on the date of a full surrender) the Contract Value is \$50,000 or more, Nationwide will waive the Contract Maintenance Charge from that point forward.

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.

Spousal Protection Annuity Option

A Spousal Protection Annuity Option is available under the contract at the time of application, 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. Once elected, the Spousal Protection Annuity Option is irrevocable. If an applicant elects the Spousal Protection Annuity Option, Nationwide will deduct an additional charge at an annualized rate of 0.20% of the Daily Net Assets. For contracts that elected the Spousal Protection Annuity Option prior to September 1, 2004 (or prior to state approval of the price increase), the charge for the Spousal Protection Annuity Option is an annualized rate of 0.10% 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 Spousal Protection Annuity Option is not available for contracts issued as Charitable Remainder Trusts. Nationwide may realize a profit from the charge assessed for this option.

Death Benefit Options

The contract contains a standard death benefit (the greatest of (i) Contract Value, (ii) net purchase payments, or (iii) the highest Contract Value on any 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 II Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.15% of the Daily Net Assets.

- The One-Year 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 One-Year Enhanced Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit II Option.
- The One-Month Enhanced Death Benefit II Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.35% of the Daily Net Assets.
- The One-Month Enhanced Death Benefit Option is available at the time of application. The charge for this option is equal to 0.30% of the Daily Net Assets. The One-Month Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit II Option.
- The Combination Enhanced Death Benefit II Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.45% of the Daily Net Assets.
- The Combination Enhanced Death Benefit Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.40% of the Daily Net Assets. This option is only available until state approval is received for the Combination Enhanced Death Benefit II Option.

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 and the Guaranteed Term Options for the first seven Contract Years will be assessed a fee of 0.45%.

Beneficiary Protector II Option

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

Capital Preservation Plus Option

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

Capital Preservation Plus Lifetime Income Option

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

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

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

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

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

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

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

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

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

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

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

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

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

The 5% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. Additionally, if the Contract Owner delays taking Lifetime Withdrawals

for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 5% annually for each of those 10 years. For contracts issued in the State of New York, the 5% Nationwide Lifetime Income Rider is available under the contract at the time of application. For contracts issued before May 1, 2007, the 5% Nationwide Lifetime Income Rider is available for election at anytime. For all other contracts, the 5% Nationwide Lifetime Income Rider is not available for election. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. The 5% Nationwide Lifetime Income Rider may not be elected if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider or the Capital Preservation Plus Lifetime Income Option.

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

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

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

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

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

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

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

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

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

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

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

Charges for Optional Benefits

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

- The charge for the 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 Enhanced Death Benefit) or an available death benefit option that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

Cancellation of the Contract

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

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

Condensed Financial Information

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

Financial Statements

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

Nationwide Life Insurance Company

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

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

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

Nationwide Investment Services Corporation

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

Investing in the Contract

The Variable Account and Underlying Mutual Funds

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

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

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

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

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

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

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

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

Voting Rights

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

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

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

Material Conflicts

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

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

Substitution of Securities

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

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

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

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

Deregistration of the Variable Account

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

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

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

Guaranteed Term Options

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

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

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

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

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

Target Term Options

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

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

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

GTO Charges Assessed for Certain Optional Benefits

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

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

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 Purchase Payment Credits, 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 II Option has a Fixed Account charge equal to 0.35%.
- 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 7.00% of purchase payments. **Note:** The individual financial professionals typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as "trails" or "residuals"), or a combination of the two.

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

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

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

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

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

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

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

Types of Payments Nationwide Receives

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

Nationwide or its affiliates receive the following types of payments:

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

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

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

Amount of Payments Nationwide Receives

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

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

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

Identification of Underlying Mutual Funds

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

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

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

Treatment of Unclaimed Property

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

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

Profitability

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

Contract Modification

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

Standard Charges and Deductions

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 0.90% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

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

Contract Maintenance Charge

A \$30 Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract.

This charge reimburses Nationwide for administrative expenses involved in issuing and maintaining the contract. If on any Contract Anniversary (or on the date of a full surrender) the Contract Value is \$50,000 or more, Nationwide will waive the Contract Maintenance Charge from that point forward.

The deduction of the Contract Maintenance Charge will be taken proportionally from each Sub-Account, the Fixed Account, and the GTOs based on the value in each option as compared to the total Contract Value.

Nationwide will not reduce or eliminate the Contract Maintenance Charge where it would be discriminatory or unlawful.

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

Waiver of Contingent Deferred Sales Charge

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

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

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

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

In addition, no CDSC will be deducted:

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

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.

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

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

Long-Term Care/Nursing Home and Terminal Illness Waiver

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

Under this provision, no CDSC will be charged if:

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

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

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

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

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

Premium Taxes

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

Optional Contract Benefits, Charges, and Deductions

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

Death Benefit Options

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

One-Year Enhanced Death Benefit II 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 II Option. The One-Year Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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

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

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

One-Year 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 One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit II 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 and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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

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

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

One-Month Enhanced Death Benefit II Option

For an additional charge at an annualized rate of 0.35% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit II Option. The One-Month Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

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

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

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

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

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

One-Month Enhanced Death Benefit

For an additional charge at an annualized rate of 0.30% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit II 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 and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

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

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

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

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

Combination Enhanced Death Benefit II Option

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

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

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

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

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

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

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

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

Combination Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.40% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option is only available until state approval is received for the Combination Enhanced Death Benefit II Option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

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

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

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

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

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

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

Spousal Protection Annuity Option

A Spousal Protection Annuity Option is available under the contract at the time of application, 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. Once elected, the Spousal Protection Annuity Option is irrevocable. If an applicant elects the Spousal Protection Annuity Option, Nationwide will deduct an additional charge at an annualized rate of 0.20% of the Daily Net Assets. For contracts that elected the Spousal Protection Annuity Option prior to September 1, 2004 (or prior to state approval of the price increase), the charge for the Spousal Protection Annuity Option is an annualized rate of 0.10% 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 Spousal Protection Annuity Option is not available for contracts issued as Charitable Remainder Trusts. Nationwide may realize a profit from the charge assessed for this option.

The benefit associated with the Spousal Protection Annuity Option will be applied if the following conditions are met:

- (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 Annuity Option terminates and the Contract Owner is not permitted to cover a subsequent spouse.

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

The Spousal Protection Annuity Option may not apply if certain changes to the parties or assignments are made to the contract. Further, not only will the Contract Owner not receive the benefit associated with the Spousal Protection Annuity Option if certain changes to the parties to the contract or assignments are made, but he/she must continue to pay any applicable charge for the life of 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 Annuity Option.

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.

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

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 II Option

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

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

The charge associated with the Beneficiary Protector II Option is equal to an annualized rate of 0.35% of the Daily Net Assets, calculated and deducted daily as part of the Accumulation Unit value calculation. In addition, allocations to the Fixed Account and the Guaranteed Term Options will be assessed a fee of 0.35%. The charge will be assessed until the earlier of annuitization or after all applicable benefits have been credited to the contract, as described below. Nationwide

may realize a profit from the charge assessed for this option. The Beneficiary Protector II Option must be elected at the time of application, and the option is irrevocable. The Beneficiary Protector II Option is only available for contracts with Annuitants age 75 or younger at the time of application.

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

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

Calculation of the First Benefit

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

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

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

Adjusted Earnings = (a) – (b); where:

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

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

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

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

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

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

Calculation of the Second Benefit

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

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

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

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

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

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

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

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

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

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

How the Benefit is Allocated

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

Capital Preservation Plus Option

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

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

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

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

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

Charges

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

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

The Advantage of Capital Preservation Plus

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

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

Availability

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

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

Enhanced Capital Preservation Plus Option

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

Conditions Associated with the Capital Preservation Plus Option

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

During the program period, the following conditions apply:

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

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

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

Investments During the Program Period

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

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

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

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

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

Withdrawals During the Program Period

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

Transfers During the Program Period

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

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

Terminating the Capital Preservation Plus Option

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

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

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

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

Fulfilling the Return of Principal Guarantee

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

Election of a New Capital Preservation Plus Option

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

Conversion to the Capital Preservation Plus Lifetime Income Option

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

Capital Preservation Plus Lifetime Income Option

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

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

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

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

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

Charges

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

Availability

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

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

Enhanced CPPLI Option

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

Preservation Phase of the CPPLI Option

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

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

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

Options at the End of a CPP Program Period

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

Remaining in the Preservation Phase of the CPP Lifetime Income Option

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

Moving into the Withdrawal Phase of the CPPLI Option

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

Terminating the CPPLI Option

After Nationwide applies any credit that may be due on the maturing CPP program, the Contract Owner may elect to terminate the CPPLI Option. Upon such an election, Nationwide will no longer assess the charge associated with the option, all benefits associated the option will terminate, and all conditions associated with the option are removed. The

contract's variable investment allocations will remain the same as they were prior to the termination (unless Nationwide is instructed otherwise) and the Contract Value previously allocated to the GTO and any amounts credited under the principal guarantee will be allocated to the money market Sub-Account.

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

Withdrawal Phase of the CPPLI Option

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

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

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

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

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

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

Thereafter, on each anniversary of the beginning of the withdrawal phase, the Contract Owner is entitled to withdraw an amount equal to the lifetime withdrawal amount without reducing the lifetime withdrawal base. The Contract Owner may continue to take annual withdrawals that do not exceed the lifetime withdrawal amount until the earlier of the Contract Owner's death or annuitization regardless of the actual value of the contract. Thus, it is possible for the Contract Owner to take annual withdrawals equal to the lifetime withdrawal amount after the Contract Value is \$0. After the Contract Value falls to \$0, the Contract Owner can continue to take annual withdrawals of no more than the lifetime withdrawal amount. Surrender requests may be submitted systematically or directly by the Contract Owner.

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

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

Required Minimum Distribution Privilege

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

Lifetime Withdrawal Base Reset Opportunity

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

Annuitization and the CPPLI Option

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

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

Succession of Rights and Termination of the CPPLI Option

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

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

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

Immediate Withdrawal Benefit

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

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

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

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

prompting them that the Contract Value must be reallocated in order to continue the CPPLI Option and providing them with a list of available investment options. If the Contract Owner fails to reallocate the Contract Value by the end of the current CPP program period, the CPPLI Option will terminate.

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

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

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

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

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

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

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

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

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

- (1) the dollar amount of the withdrawal in excess of the 6% withdrawal amount; or

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

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

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

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

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

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

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

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

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

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

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

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

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

Taxation of Surrenders under the CPPLI Option

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

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

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

Availability

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

10% Nationwide L.inc Rider Charge

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

The charge will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the 10% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract, will not be subject to a CDSC, and will not reduce amounts available under the CDSC-free withdrawal privilege.

Lifetime Income Rider Investment Requirements

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

Transfers Among Permitted Investment Options

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

Subsequent Purchase Payments

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

Determination of the Income Benefit Base Prior to the First Surrender

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

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

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

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

Lifetime Withdrawals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Impact of Withdrawals in Excess of the Lifetime Withdrawal Percentage Limit

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

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

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

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

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

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

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

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

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

Reset Opportunities

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

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

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

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

Settlement Options

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

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

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

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

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

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

Age Based Lump Sum Settlement Option

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

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

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

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

Underwritten Lump Sum Settlement Option

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

Annuitization

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

Death of Determining Life

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

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

Tax Treatment

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

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

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

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

The 7% Nationwide Lifetime Income (the "7% Nationwide L.inc") Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

Upon state approval of the 10% Nationwide Lifetime Income Rider, the 7% Nationwide Lifetime Income Rider will no longer be available for election. The 7% Nationwide Lifetime Income Rider is not available in the State of New York. Once elected, the 7% Nationwide L.inc Rider is irrevocable. The 7% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 7% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 7% Nationwide L.inc Rider. However, once a contract becomes beneficially

owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 7% Nationwide Lifetime Income Rider may not be elected if any of the following optional benefits are elected: another Nationwide Lifetime Income Rider or the Capital Preservation Plus Lifetime Income Option.

7% Nationwide L.inc Rider Charge

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

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

Lifetime Income Rider Investment Requirements

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

Transfers Among Permitted Investment Options

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

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the 7% Nationwide L.inc Rider as long as the Contract Value is greater than \$0. Effective July 15, 2013, subsequent purchase payments are limited to an aggregate total of \$50,000 in any calendar year. The \$50,000 threshold may take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If subsequent purchase payments are submitted in excess of \$50,000 in any calendar year, the entire purchase payment that causes the aggregate amount to exceed \$50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment. Nationwide may waive the \$50,000 limitation for subsequent purchase payments in the future.

Determination of the Income Benefit Base Prior to the First Surrender

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

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

- (1) the highest Contract Value on any Contract Anniversary plus purchase payments submitted and any Extra Value Option credits and Purchase Payment Credits applied after that Contract Anniversary; or
- (2) the 7% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Original Income Benefit Base with Roll-up: the Original Income Benefit Base, plus 7% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus

- (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, plus any Extra Value Option credits and Purchase Payment Credits applied, increased by simple interest at an annual rate of 7% each year from the date of the purchase payment through the 10th Contract Anniversary; plus
- (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary plus any Extra Value Option credits and Purchase Payment Credits applied.

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

Lifetime Withdrawals

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

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

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

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

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

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

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

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

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

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

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

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

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

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

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

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

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

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

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

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

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

Reset Opportunities

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

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

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

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

Settlement Options

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

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

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

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

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

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

Age Based Lump Sum Settlement Option

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

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

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

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

Underwritten Lump Sum Settlement Option

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

Annuitization

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

Death of Determining Life

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

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

Tax Treatment

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

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

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

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

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

Availability

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

5% Nationwide L.inc Rider Charge

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

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

Lifetime Income Rider Investment Requirements

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

Transfers Among Permitted Investment Options

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

Subsequent Purchase Payments

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

Determination of the Income Benefit Base Prior to the First Surrender

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

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

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

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

Lifetime Withdrawals

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

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

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

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

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

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

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

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

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

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

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

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

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

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

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

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

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

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

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

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

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

Reset Opportunities

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

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

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

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

Settlement Options

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

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

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

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

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

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

Age Based Lump Sum Settlement Option

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

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

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

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

Underwritten Lump Sum Settlement Option

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

Annuitization

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

Death of Determining Life

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

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

Tax Treatment

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

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

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

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

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

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

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

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and

- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

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

Marriage Termination

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

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

Risks Associated with Electing the Joint Option

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

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

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

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

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

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

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

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;

- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

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

Marriage Termination

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

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

Risks Associated with Electing the Joint Option

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

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

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

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

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

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

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

- (1) Both spouses must be between 45 and 85 years old at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;

- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

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

Marriage Termination

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

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

Risks Associated with Electing the Joint Option

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

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

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

Removal of Variable Account Charges

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

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

The first step, the adjustment of contract expenses, involves removing the charge from the unit value calculation. For example, on a contract where the only optional benefit elected is the Extra Value Option, the Variable Account value will be calculated using unit values with Variable Account charges of 1.55% 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 1.10%. 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 1.55% will have a lower unit value than Sub-Account X with charges of 1.10% (higher expenses result in lower unit values). When, upon re-rating, the unit values used in calculating Variable Account value are dropped from the higher expense level to the lower expense level, the higher unit values will cause an incidental increase in the Contract Value. In order to avoid this incidental increase, Nationwide adjusts the number of units in the contract down so that the Contract Value after the re-rating is the same as the Contract Value before the re-rating.

Ownership and Interests in the Contract

Contract Owner

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

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

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

Joint Owner

Joint owners each own an undivided interest in the contract.

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

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

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

Contingent Owner

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

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

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

Annuitant

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

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

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

Contingent Annuitant

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

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

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

Co-Annuitant

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

Joint Annuitant

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

Beneficiary and Contingent Beneficiary

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

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

Changes to the Parties to the Contract

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

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

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

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

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

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

Certain options and features under the contract have specific requirements as to who can be named as the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary in order to receive the benefit of the option or feature. Changes to the parties to the contract may result in the termination or loss of benefit of these options or features. Further, changes to the parties to the contract may result in the Contract Owner not receiving the benefit associated with an option while still

continuing to pay any applicable charge for the option. Contract Owners contemplating changes to the parties to the contract should contact their financial professional to determine how the changes impact the options and features under the contract.

Operation of the Contract

Purchase Payment Credits

Purchase Payment Credits ("PPCs") are additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recapture of Purchase Payment Credits

If the Contract Owner cancels the contract pursuant to the contractual free look provision, Nationwide will recapture all PPCs applied to the contract. In those states that require the return of purchase payments for IRAs that are surrendered pursuant to the contractual free look, Nationwide will recapture all PPCs, but under no circumstances will the amount returned to the Contract Owner be less than the purchase payments made to the contract. In those states that allow a

return of Contract Value, the Contract Owner will retain any earnings attributable to the PPCs, but all losses attributable to the PPCs will be incurred by Nationwide. After the end of the contractual free look period, all PPCs are fully vested and not subject to recapture.

Pricing

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

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

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

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

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

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

Application and Allocation of Purchase Payments

Initial Purchase Payments

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

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

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

Subsequent Purchase Payments

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

Allocation of Purchase Payments

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

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

Determining the Contract Value

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

Determining Variable Account Value - Valuing an Accumulation Unit

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

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

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

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily total Variable Account charges, which may include charges for optional benefits elected by the Contract Owner. The factor is equal to an annualized rate ranging from 1.10% to 3.55% of the Daily Net Assets, depending on which optional benefits the Contract Owner elects.

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

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

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

Determining Fixed Account Value

Nationwide determines the value of the Fixed Account by:

- (1) adding all amounts allocated to the Fixed Account (including any Extra Value Option credits and Purchase Payment Credits applied to the contract), minus amounts previously transferred or withdrawn from the Fixed Account;

- (2) adding any interest earned on the amounts allocated to the Fixed Account; and
- (3) subtracting charges deducted in accordance with the contract.

Determining Guaranteed Term Option Value

Nationwide determines the value of a Guaranteed Term Option by:

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

Transfer Requests

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

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

Transfer Restrictions

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

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

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

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

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

Redemption Fees

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

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

U.S. Mail Restrictions

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

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

Trading Behavior	Nationwide's Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

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

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

Managers of Multiple Contracts

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

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

Other Restrictions

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

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds which allow the underlying mutual funds to:

- (1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;
- (2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and
- (3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers from the Fixed Account

A Contract Owner may request to transfer allocations from the Fixed Account to the Sub-Accounts or a GTO only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

Normally, Nationwide will permit 100% of the maturing Fixed Account allocations to be transferred. However, Nationwide may limit the amount that can be transferred from the Fixed Account. Nationwide will determine the amount that may be transferred and will declare this amount at the end of the Fixed Account interest rate guarantee period. The maximum transferable amount will never be less than 10% of the Fixed Account allocation reaching the end of a Fixed Account interest rate guarantee period.

Contract Owners who use Dollar Cost Averaging may transfer from the Fixed Account under the terms of that program.

Nationwide reserves the right to limit or refuse transfers to the Fixed Account and to limit the number of transfers out of the Guaranteed Term Options to one per calendar year.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from a Guaranteed Term Option

Transfers from a Guaranteed Term Option prior to maturity are subject to a market value adjustment. Nationwide reserves the right to limit the number of transfers from the Fixed Account to the Guaranteed Term Options to one per calendar year.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from the Sub-Accounts

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account or a GTO at any time. Nationwide reserves the right to limit or refuse transfers to the Fixed Account and to limit the number of transfers from the Sub-Accounts to the Guaranteed Term Options to one per calendar year.

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Extra Value Option credits and Purchase Payment Credits applied to the contract, but under no circumstances will the amount returned be less than the purchase payments made to the contract.

Where state law requires the return of Contract Value upon cancellation of the contract during the free look period, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Extra Value Option credits and Purchase Payment Credits applied to the contract. The Contract Owner will retain any earnings attributable to the Extra Value Option credits and Purchase Payment Credits, but all losses attributable to the Extra Value Option credits and Purchase Payment Credits will be incurred by Nationwide.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of regular trading on the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of regular trading on the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

If 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.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account and the GTOs for a period of up to six months from the date of the withdrawal or transfer request.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts and an amount from the Fixed Account and the GTOs. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial withdrawals are subject to the CDSC provisions of the contract. If a CDSC is assessed, the Contract Owner may elect to have the CDSC deducted from either:

- (a) the amount requested; or
- (b) the Contract Value remaining after the Contract Owner has received the amount requested.

If the Contract Owner does not make a specific election, any applicable CDSC will be deducted from the amount requested by the Contract Owner.

The CDSC deducted is a percentage of the amount requested by the Contract Owner. Amounts deducted for CDSC are not subject to subsequent CDSC.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees are subject to the CDSC provisions of the contract and may be subject to income tax and/or tax penalties. **In addition, withdrawals taken from the contract to pay advisory or investment management fees may negatively impact the benefit associated with the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, and 5% Nationwide Lifetime Income Rider.**

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- amounts allocated to the Fixed Account and any interest credited
- amounts allocated to the GTOs plus or minus any market value adjustment
- charges associated with the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider and Joint Option (if elected)
- Purchase Payment Credits, if applicable
- any outstanding loan balance plus accrued interest
- a \$30 Contract Maintenance Charge (this charge will be waived upon full surrender if the Contract Value is equal to or greater than \$50,000 at the time of the full surrender or on any Contract Anniversary prior to the full surrender)
- application of any Extra Value Option credits (and any recapture of such credits, if applicable)

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

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

Surrender/Withdrawal After Annuitization

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

Withdrawals Under Certain Plan Types

Withdrawals Under a Texas Optional Retirement Program or a Louisiana Optional Retirement Plan

Redemption restrictions apply to contracts issued under the Texas Optional Retirement Program or the Louisiana Optional Retirement Plan.

The Texas Attorney General has ruled that participants in contracts issued under the Texas Optional Retirement Program may only take withdrawals if:

- the participant dies;
- the participant retires;
- the participant terminates employment due to total disability; or
- the participant that works in a Texas public institution of higher education terminates employment.

A participant under a contract issued under the Louisiana Optional Retirement Plan may only take distributions from the contract upon retirement or termination of employment. All retirement benefits under this type of plan must be paid as lifetime income; lump sum cash payments are not permitted, except for death benefits.

Due to these restrictions, a participant under either of these plans will not be able to withdraw Cash Value from the contract unless one of the applicable conditions is met. However, Contract Value may be transferred to other carriers, subject to any sales charges.

Nationwide issues this contract to participants in the Texas Optional Retirement Program in reliance upon and in compliance with Rule 6c-7 of the Investment Company Act of 1940. Nationwide issues this contract to participants in the Louisiana Optional Retirement Plan in reliance upon and in compliance with an exemptive order that Nationwide received from the SEC on August 22, 1990.

Withdrawals Under a Tax Sheltered Annuity

Contract Owners of a Tax Sheltered Annuity may withdraw part or all of their Contract Value before the earlier of the Annuitization Date or the Annuitant's death, except as provided below:

- (A) Contract Value attributable to contributions made under a qualified cash or deferred arrangement (within the meaning of Internal Revenue Code Section 402(g)(3)(A)), a salary reduction agreement (within the meaning of Internal Revenue Code Section 402(g)(3)(C)), or transfers from a Custodial Account (described in Section 403(b)(7) of the Internal Revenue Code), may be withdrawn only:
 - (1) when the Contract Owner reaches age 59½, separates from service, dies, or becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7)); or
 - (2) in the case of hardship (as defined for purposes of Internal Revenue Code Section 401(k)), provided that any such hardship surrender may not include any income earned on salary reduction contributions.
- (B) The withdrawal limitations described previously also apply to:
 - (1) salary reduction contributions to Tax Sheltered Annuities made for plan years beginning after December 31, 1988;
 - (2) earnings credited to such contracts after the last plan year beginning before January 1, 1989, on amounts attributable to salary reduction contributions; and

- (3) all amounts transferred from Internal Revenue Code Section 403(b)(7) Custodial Accounts (except that earnings and employer contributions as of December 31, 1988 in such Custodial Accounts may be withdrawn in the case of hardship).

Any distribution other than the above, including a free look cancellation of the contract (when available) may result in taxes, penalties, and/or retroactive disqualification of a Tax Sheltered Annuity.

In order to prevent disqualification of a Tax Sheltered Annuity after a free look cancellation, Nationwide will transfer the proceeds to another Tax Sheltered Annuity upon proper direction by the Contract Owner.

These provisions explain Nationwide's understanding of current withdrawal restrictions. These restrictions may change.

Distributions pursuant to Qualified Domestic Relations Orders will not violate the restrictions stated previously.

Loan Privilege

The loan privilege is only available to Contract Owners of Tax Sheltered Annuities. Loans may be taken from the Contract Value after expiration of the free look period up to the Annuitization Date. Loans are subject to the terms of the contract, the plan, and the Internal Revenue Code. Nationwide may modify the terms of a loan to comply with changes in applicable law. Loans are not available in all states.

Minimum and Maximum Loan Amounts

Contract Owners may borrow a minimum of \$1,000, unless Nationwide is required by law to allow a lesser minimum amount. Each loan must individually satisfy the contract minimum amount.

The maximum nontaxable loan amount is based on information provided by the participant or the employer. This amount may be impacted if a participant has additional loans from other plans. The total of all outstanding loans must not exceed the following limits:

Contract Values	Maximum Outstanding Loan Balance Allowed
up to \$20,000	up to 80% of Contract Value (not more than \$10,000)
\$20,000 and over	up to 50% of Contract Value (not more than \$50,000*)

* The \$50,000 limits will be reduced by the highest outstanding balance owed during the previous 12 months.

For salary reduction Tax Sheltered Annuities, loans may be secured only by the Contract Value.

Maximum Loan Processing Fee

Nationwide charges a Loan Processing Fee at the time each new loan is processed. The Loan Processing Fee will not exceed \$25 per loan processed. This fee compensates Nationwide for expenses related to administering and processing loans. Loans are not available in all states. In addition, some states may not allow Nationwide to assess a Loan Processing Fee.

The fee is taken from all of the investment options in proportion to the Contract Value at the time the loan is processed.

How Loan Requests are Processed

All loans are made from assets in Nationwide's General Account. As collateral for the loan, Nationwide holds an amount equal to the loan in a collateral fixed account (which is part of Nationwide's General Account).

When a loan request is processed, Nationwide transfers Accumulation Units from the Sub-Accounts to the collateral fixed account until the requested amount is reached. The amount deducted from the Sub-Accounts will be in the same proportion as the Sub-Account allocations, unless the Contract Owner has instructed otherwise. If there are not enough Accumulation Units available in the contract to reach the requested loan amount, Nationwide would then transfer Contract Value from the Fixed Account. Contract Value transferred from the Fixed Account to meet the requested loan amount is not subject to the Fixed Account transfer limitations otherwise applicable under the contract.

If the requested loan amount is not reached based on the transfers stated above, any remaining required collateral for the loan will be transferred from the Guaranteed Term Options. Transfers from the Guaranteed Term Options may be subject to a market value adjustment.

No CDSC will be deducted on transfers related to loan processing.

Interest Charged and Credited

Compound interest is charged on the outstanding loan balance consisting of outstanding principal plus accrued interest. The total interest rate is comprised of a collateral interest rate plus a finance interest rate. The total interest rate is disclosed at the time of loan application or loan issuance.

The finance interest rate will be 2.25%. The collateral interest rate will be the total interest rate minus the finance interest rate and will be no less than the guaranteed minimum interest rate stated in the contract.

When a loan is repaid in accordance with the payment schedule provided at the time the loan is issued, collateral interest and finance interest that accrue between scheduled payments are paid off. As payments are made, collateral interest is credited to the collateral fixed account, and finance interest is paid to Nationwide. Finance interest may provide revenue for risk charges and profit.

Accrual of Principal and Interest After Default

Upon default, unpaid principal and collateral interest, and finance interest, will separately accrue and compound at the total interest rate. When the total interest rate is applied to accruing finance interest after default, the entire amount of interest is added to the outstanding finance interest. This will cause the total amount of the outstanding loan balance to grow rapidly over time. Following is an example of how principal and collateral interest, and finance interest accrue over time after a total default of a \$50,000 loan.

After default, the first time interest is calculated:

1A. The total interest rate (collateral interest rate plus finance interest rate) is applied to the outstanding principal;

$$\begin{array}{rccccccc} 6.25\% & & \times & & \$50,000 & & = & & \$3,125 \\ \text{(total interest rate)} & & & & \text{(outstanding principal)} & & & & \text{(\$2,000 = collateral interest} \\ & & & & & & & & \text{\$1,125 = finance interest)} \end{array}$$

1B. The amount from 1A representing collateral interest is added to the outstanding principal;

$$\begin{array}{rccccccc} \$2,000 & & + & & \$50,000 & & = & & \$52,000 \\ \text{(collateral interest)} & & & & \text{(outstanding principal)} & & & & \text{(outstanding principal} \\ & & & & & & & & \text{and collateral interest)} \end{array}$$

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.

$$\begin{array}{rccccccc} \$52,000 & & + & & \$1,125 & & = & & \$53,125 \\ \text{(outstanding principal} & & & & \text{(outstanding finance interest)} & & & & \text{(total outstanding} \\ \text{and collateral interest)} & & & & & & & & \text{principal and interest)} \end{array}$$

Thereafter, when interest is calculated:

2A. The total interest rate (collateral interest rate plus finance interest rate) is applied to the outstanding principal and collateral interest from 1A above;

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

2B. The amount from step 2A representing collateral interest is added to the outstanding principal and collateral interest from 1A;

$$\begin{array}{rcl}
 \$2,080 & + & \$52,000 & = & \$54,080 \\
 \text{(collateral interest)} & & \text{(1A outstanding principal and collateral interest)} & & \text{(outstanding principal and collateral interest)}
 \end{array}$$

2C. The total interest rate is applied to the outstanding finance interest from 1C and added to that outstanding finance interest ;

$$\begin{array}{rcl}
 6.25\% & \times & \$1,125 & = & \$70.31 \\
 \text{(total interest rate)} & & \text{(outstanding finance interest)} & & \text{(finance interest)}
 \end{array}$$

$$\begin{array}{rcl}
 \$70.31 & + & \$1,125 & = & \$1,195.31 \\
 \text{(finance interest)} & & \text{(outstanding finance interest)} & & \text{(outstanding finance interest)}
 \end{array}$$

2D. The amount from step 2A representing finance interest is added to the outstanding finance interest amount in 2C;

$$\begin{array}{rcl}
 \$1,170 & + & \$1,195.31 & = & \$2,365.31 \\
 \text{(finance interest)} & & \text{(outstanding finance interest)} & & \text{(outstanding finance interest)}
 \end{array}$$

2E. The outstanding principal and collateral interest from 2B, and the outstanding finance interest from 2D are added together to determine the total outstanding principal and interest.

$$\begin{array}{rcl}
 \$54,080 & + & \$2,365.31 & = & \$56,445.31 \\
 \text{(total outstanding principal and collateral interest)} & & \text{(outstanding finance interest)} & & \text{(total outstanding principal and interest)}
 \end{array}$$

This method of interest calculation and accrual is applied to the total outstanding principal and collateral interest, and finance interest balances until the entire loan balance is paid. Under this method of interest calculation, after 15 years of default, a \$50,000 loan on which no payments were made will accrue as follows:

Outstanding Principal	\$50,000
Outstanding Collateral Interest	\$ 40,047
Outstanding Finance Interest	\$34,091
Total Outstanding Principal and Interest	\$124,138

Loan Repayment

Loans must be repaid in five years. However, if the loan is used to purchase the Contract Owner's principal residence, the Contract Owner has 15 years to repay the loan.

Contract Owners must identify loan repayments as loan repayments or they will be treated as purchase payments and will not reduce the outstanding loan balance. Payments must be substantially level and made at least quarterly. Over time, unpaid loan interest charges can cause the total amount of the outstanding loan balance to be significant, so it is advantageous to make a loan repayment at least quarterly. The Contract Owner should contact the Service Center to obtain loan pay-off amounts.

When the Contract Owner makes a loan repayment, the amount in the collateral fixed account will be reduced by the amount of the payment that represents loan principal. Additionally, the amount of the payment that represents loan principal and credited interest will be applied to the Sub-Accounts and the Fixed Account in accordance with the allocation instructions in effect at the time the payment is received, unless the Contract Owner directs otherwise.

Loan repayments to the Guaranteed Term Options must be at least \$1,000. If the proportional share of the repayment to the Guaranteed Term Option is less than \$1,000, that portion of the repayment will be allocated to the money market Sub-Account unless the Contract Owner directs otherwise.

Distributions and Annuity Payments

Distributions made from the contract while a loan is outstanding will be reduced by the amount of the outstanding loan plus accrued interest if:

- the contract is surrendered;
- the Contract Owner/Annuitant dies;
- the Contract Owner who is not the Annuitant dies prior to annuitization; or
- annuity payments begin.

Transferring the Contract

Nationwide reserves the right to restrict any transfer of the contract while the loan is outstanding.

Grace Period and Loan Default

If a loan payment is not made when due, interest will continue to accrue. A grace period may be available (refer to the terms of the loan agreement). During the grace period, the loan is considered outstanding, but not in default. If a loan payment is not made by the end of the applicable grace period and the Contract Owner is eligible for a distribution, the loan payment amount may be deducted from the Contract Value and applied as a loan payment, which will be treated as an actual distribution.

If the Contract Owner fails to make a full payment by the end of the applicable grace period, and is not eligible to take a distribution, the loan will default. In the year of a default, the entire outstanding loan balance, plus accrued interest, will be treated as a deemed distribution and will be taxable to the Contract Owner. This deemed distribution may also be subject to an early withdrawal tax penalty by the Internal Revenue Service. After default, the loan is still outstanding and interest will continue to accrue until the entire loan balance has been repaid. Additional loans are not available until all defaulted loans have been repaid.

Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract while the Annuitant is alive, subject to Nationwide's consent. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Amounts pledged or assigned will be treated as distributions and will be included in gross income to the extent that the cash value exceeds the investment in the contract for the taxable year in which it was pledged or assigned. Amounts assigned may be subject to a tax penalty equal to 10% of the amount included in gross income.

Assignment of the entire Contract Value may cause the portion of the Contract Value exceeding the total investment in the contract and previously taxed amounts to be included in gross income for federal income tax purposes each year that the assignment is in effect.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Asset Rebalancing is not available for assets held in the Fixed Account or the GTOs. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Asset Rebalancing may be subject to employer limitations or restrictions for contracts issued to a Tax Sheltered Annuity plan. Contract Owners should consult a financial professional to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2
- 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 Conservative Fund: Class II

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs. Transfers from the Fixed Account must be equal to or less than 1/30th of the Fixed Account value at the time the program is requested. Contract Owners that wish to utilize Dollar Cost Averaging should first inquire whether any Enhanced Fixed Account Dollar Cost Averaging programs are available.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Fixed Account or Sub-Account will remain allocated to the Fixed Account or Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, periodically, offer Dollar Cost Averaging programs with an enhanced interest rate referred to as "Enhanced Fixed Account Dollar Cost Averaging." Enhanced Fixed Account Dollar Cost Averaging involves the automatic transfer of a specific amount from an enhanced rate Fixed Account into any Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Enhanced Fixed Account Dollar Cost Averaging. Enhanced Fixed Account Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs. Amounts allocated to the enhanced rate Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program earn a higher rate of interest than assets allocated to the standard Fixed Account. Each enhanced rate is guaranteed for as long as the corresponding program is in effect.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the enhanced rate Fixed Account according to future investment allocation instructions, unless directed otherwise. Enhanced Fixed Account Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Enhanced Fixed Account Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Dollar Cost Averaging for Living Benefits

Nationwide may periodically offer Dollar Cost Averaging programs with the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders referred to as "Dollar Cost Averaging for Living Benefits." Dollar Cost Averaging for Living Benefits involves the automatic transfer of a specific amount from the Fixed Account into another Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Account over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Dollar Cost Averaging for Living Benefits. Only those investment options available with the elected option are available for use in Dollar Cost Averaging for Living Benefits. If a Contract Owner elected Custom Portfolio, Dollar Cost Averaging for Living Benefits transfers into the elected model will be allocated to the Sub-Accounts in the same percentages as the model allocations to those Sub-Accounts. Contact the Service Center for the investment options available for the Enhanced CPPLI Option and the Nationwide Lifetime Income Riders.

Once a Dollar Cost Averaging for Living Benefits program has begun, no transfers among or between Sub-Accounts are permitted until the Dollar Cost Averaging for Living Benefits program is completed or terminated. The interest rate credited on amounts applied to the Fixed Account as part of Dollar Cost Averaging for Living Benefits programs may vary depending on the optional benefit elected.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of a Dollar Cost Averaging for Living Benefits program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the Fixed Account according to future investment allocation instructions, unless directed otherwise. Dollar Cost Averaging for Living Benefits transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging for Living Benefits programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Fixed Account Interest Out Dollar Cost Averaging

Nationwide may, periodically, offer a Dollar Cost Averaging program that permits the transfer of interest earned on Fixed Account allocations referred to as "Fixed Account Interest Out Dollar Cost Averaging." Fixed Account Interest Out Dollar Cost Averaging involves the automatic transfer of the interest earned on Fixed Account allocations into any other Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Fixed Account Interest Out Dollar Cost Averaging transfers may not be directed to the Fixed Account or GTOs.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will continue to process transfers until the Contract Owner instructs Nationwide in writing to stop the transfers. Fixed Account Interest Out Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Fixed Account Interest Out Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least \$100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts and the Fixed Account proportionally unless Nationwide is instructed otherwise. Systematic Withdrawals are not available from the Guaranteed Term Options.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

A CDSC may apply to amounts taken through Systematic Withdrawals. If the Contract Owner takes Systematic Withdrawals, the maximum amount that can be withdrawn annually without a CDSC is the greater of the amount available under the CDSC-free withdrawal privilege (see *Contingent Deferred Sales Charge*), and a given percentage of the Contract Value that is based on the Contract Owner's age, as shown in the following table:

<u>Contract Owner's Age</u>	<u>Percentage of Contract Value</u>
Under age 59½	5%
59½ through age 61	7%
62 through age 64	8%
65 through age 74	10%
75 and over	13%

The Contract Owner's age is determined as of the date the request for Systematic Withdrawals is recorded by the Service Center. For joint owners, the older joint owner's age will be used.

The CDSC-free withdrawal privilege for Systematic Withdrawals is non-cumulative. Free amounts not taken during any Contract Year cannot be taken as free amounts in a subsequent Contract Year. In any given Contract Year, any amount withdrawn in excess of the amount permitted under this program will be subject to the CDSC provisions (see *Contingent Deferred Sales Charge*).

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Custom Portfolio Asset Rebalancing Service

For Contract Owners that have elected the CPP, CPPLI, or a Nationwide Lifetime Income Rider, Nationwide makes available the Custom Portfolio Asset Rebalancing Service ("Custom Portfolio") at no extra charge. Custom Portfolio is an asset allocation program that Contract Owners can use to build their own customized portfolio of investments, subject to

certain limitations. Asset allocation is the process of investing in different asset classes (such as equity funds, fixed income funds, and money market funds) and may reduce the risk and volatility of investing. There are no guarantees that Custom Portfolio will result in a profit or protect against loss.

Each model is comprised of different percentages of standardized asset categories designed to meet different investment goals, risk tolerances, and investment time horizons. The Contract Owner selects their model, then selects the specific Sub-Accounts (also classified according to standardized asset categories) and investment percentages within the model's parameters, enabling the Contract Owner to create their own unique "Custom Portfolio." Only one Custom Portfolio may be created and in effect at a time and the entire Variable Account Contract Value must participate in the model.

Note: Contract Owners should consult with a qualified financial professional regarding the use of Custom Portfolio and to determine which model is appropriate for them.

Once the Contract Owner creates their Custom Portfolio, that Contract Owner's model is static. This means that the percentage allocated to each Sub-Account will not change over time, except for quarterly rebalancing, as described below.

Note: Allocation percentages within a particular model may subsequently change, but any such changes will not apply to existing model participants; the changes will only apply to participants that elect the model after the change implementation date.

To participate in Custom Portfolio, eligible Contract Owners must submit the proper administrative form to the Service Center in good order. While Custom Portfolio is elected, Contract Owners cannot participate in Asset Rebalancing.

Asset Allocation Models Available with Custom Portfolio

The following models are available with Custom Portfolio:

Conservative:	Designed for Contract Owners that are willing to accept very little risk but still want to see a small amount of growth.
Moderately Conservative:	Designed for Contract Owners that are willing to accept some market volatility in exchange for greater potential income and growth.
Balanced:	Designed for Contract Owners that are willing to accept some market volatility in exchange for potential long-term returns.
Moderate:	Designed for Contract Owners that are willing to accept some short-term price fluctuations in exchange for potential long-term returns.
Capital Appreciation:	Designed for Contract Owners that are willing to accept more short-term price fluctuations in exchange for potential long-term returns.
Moderately Aggressive:	Designed for Contract Owners willing to accept sharp, short-term price fluctuations in exchange for potential long-term returns.
Aggressive:	Designed for Contract Owners that are willing to accept more sharp, short-term price fluctuations in exchange for potential higher long-term returns.

The specific Sub-Accounts available to comprise the equity and fixed income components of the models are contained in the election form, which is provided to Contract Owners at the time Custom Portfolio is elected. At that time, Contract Owners elect their model and the specific Sub-Accounts and percentages that will comprise their Custom Portfolio. The availability of some models may be restricted. Contact the Service Center for the available models.

Quarterly Rebalancing

At the end of each calendar quarter, Nationwide will reallocate the Sub-Account allocations so that the percentages allocated to each Sub-Account match the most recently provided percentages provided by the Contract Owner. If the end of a calendar quarter is a Saturday, Sunday, recognized holiday, or any other day that the New York Stock Exchange is closed, the quarterly rebalancing will occur on the next business day. Rebalancing will be priced using the unit value determined on the last Valuation Date of the calendar quarter. Each quarterly rebalancing is considered a transfer event.

Changing Models or Underlying Mutual Fund Allocations

Contract Owners who have elected 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider may change the Sub-Account allocations or percentages within their elected model or may change models and create a new Custom Portfolio within that new model. Contract Owners who have elected the CPPLI Option or the CPP Option are not permitted to change models but can change the Sub-Account allocations or

percentages within their elected model. To implement one of these changes, Contract Owners must submit new allocation instructions to the Service Center in good order and in writing on Nationwide's administrative form. Any model and percentage changes will count as a transfer event, as described in the *Transfer Restrictions* provision.

Nationwide reserves the right to limit the number of model changes a Contract Owner can make each year.

Terminating Participation in Custom Portfolio

Contract Owners can terminate participation in Custom Portfolio by submitting a written request to the Service Center. In order for the termination to be effective, the termination request must contain valid reallocation instructions that are in accordance with the terms and conditions of the CPP Lifetime Income Option or Nationwide Lifetime Income Rider, as applicable. Termination is effective on the date the termination request is received at the Service Center in good order.

Static Asset Allocation Model

For Contract Owners that have elected the CPP, CPPLI, or a Nationwide Lifetime Income Rider, Nationwide makes available as a permitted investment option the following Static Asset Allocation Model(s): American Funds Option (33% NVIT - American Funds NVIT Asset Allocation Fund, 33% NVIT - American Funds NVIT Bond Fund, and 34% NVIT - American Funds NVIT Growth-Income Fund), Balanced Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Conservative Fund), and Capital Appreciation Option (50% Nationwide NVIT Investor Dest. Moderate Fund and 50% Nationwide NVIT Investor Dest. Moderately Aggressive Fund). The availability of some models may be restricted. Contact the Service Center for the available models.

A Static Asset Allocation Model is an allocation strategy comprised of two or more underlying mutual funds that together provide a unique allocation mix not available as a single underlying mutual fund. Contract Owners that elect a Static Asset Allocation Model directly own Sub-Account units of the underlying mutual funds that comprise the particular model. In other words, a Static Asset Allocation Model is not a portfolio of underlying mutual funds with one Accumulation Unit value, but rather, direct investment in a certain allocation of Sub-Accounts. There is no additional charge associated with investing in a Static Asset Allocation Model.

A Static Asset Allocation Model is just that: static. The allocations or "split" between one or more Sub-Accounts is not monitored and adjusted to reflect changing market conditions. However, a Contract Owner's investment in a Static Asset Allocation Model is rebalanced quarterly to ensure that the assets are allocated to the percentages in the same proportion that they were allocated at the time of election. The entire Contract Value must be allocated to the elected model.

With respect to transferring into and out of a Static Asset Allocation Model, the model is treated like a Sub-Account and is subject to the *Transfers Prior to Annuitization* provision. The Contract Owner may request to transfer from a model to a permitted Sub-Account. Each transfer into or out of a Static Asset Allocation Model is considered one transfer event.

For additional information about the underlying mutual funds that comprise a Static Asset Allocation Model, see *Appendix A: Underlying Mutual Fund Information*.

Death Benefit

Death of Contract Owner

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitization Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the contingent owner becomes the Contract Owner. If there is no surviving contingent owner, the beneficiary becomes the Contract Owner. If there is no surviving beneficiary, the last surviving Contract Owner's estate becomes the Contract Owner.

A distribution of the Contract Value will be made in accordance with tax rules and as described in *Appendix C: Contract Types and Tax Information*. A CDSC may apply.

Death of Annuitant

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

Death of Contract Owner/Annuitant

If a Contract Owner (including a joint owner) who is also the Annuitant dies before the Annuitization Date, a death benefit is payable to the surviving joint owner. If there is no surviving joint owner, the death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

If the Contract Owner/Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

- (1) in a lump sum;
- (2) as an annuity (see *Annuity Payment Options*); or
- (3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

If the contract has multiple beneficiaries entitled to receive a portion of the death benefit, the Contract Value will continue to be allocated according to the most recent allocation instructions until the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Any Contract Value not allocated to the Sub-Accounts will remain invested and will not be reallocated to the available money market Sub-Account.

Death Benefit Calculations

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

The value of each component of the applicable death benefit calculation will be determined as of the date of the Annuitant's death, except for the Contract Value component, which will be determined as of the date described in the applicable death benefit calculation.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide or its affiliates or subsidiaries on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply.

Standard Death Benefit (Five-Year Enhanced Death Benefit)

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any five-year Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that five-year Contract Anniversary.

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any five-year Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that five-year Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

One-Year Enhanced Death Benefit II 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 II Option. The One-Year Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

One-Year 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 One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available until state approval is received for the One-Year Enhanced Death Benefit II 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 and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

One-Month Enhanced Death Benefit II Option

For an additional charge at an annualized rate of 0.35% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit II Option. The One-Month Enhanced Death Benefit II Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

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

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

One-Month Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.30% of the Daily Net Assets, an applicant can elect the One-Month Enhanced Death Benefit Option. The One-Month Enhanced Death Benefit Option is only available until state approval is received for the One-Month Enhanced Death Benefit II 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 and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

Combination Enhanced Death Benefit II Option

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

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;

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

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

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If, after the first contract anniversary, the Fixed Account allocation becomes greater than 30% of the Contract Value due to the application of additional purchase payments, additional surrenders, or transfers among investment options, then for purposes of calculating the 5% interest anniversary value, 0% will accrue for that year. The 30% threshold will come into effect only as a result of an action or actions by the Contract Owner (e.g., additional purchase payment, surrender or transfers). If the 30% threshold is reached because of a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

Combination Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.40% of the Daily Net Assets, an applicant can elect the Combination Enhanced Death Benefit Option. The Combination Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge assessed for this option. This option is only available until state approval is received for the Combination Enhanced Death Benefit II Option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

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

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

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

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

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

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

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above.

If, after the first contract anniversary, the Fixed Account allocation becomes greater than 30% of the Contract Value due to the application of additional purchase payments, additional surrenders, or transfers among investment options, then for purposes of calculating the 5% interest anniversary value, 0% will accrue for that year. The 30% threshold will come into effect only as a result of an action or actions by the Contract Owner (e.g., additional purchase payment, surrender or transfers). If the 30% threshold is reached because of a combination of market performance and Contract Owner actions, and would not have been reached but for the market performance, interest will continue to accrue at 5%.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

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

A = the greatest of:

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

(4) the 5% interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

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

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint Annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted in good order to the Service Center, and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin. If the Contract Owner has elected the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, an election to begin annuity payments will terminate all benefits, conditions, guarantees, and charges associated with the elected option.

In addition, any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

If the contract is issued to fund a Tax Sheltered Annuity, annuitization may occur during the first two Contract Years subject to Nationwide's approval.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

- (1) an annuity payment option; and
- (2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

The Custom Portfolio Asset Rebalancing Service and the Static Asset Allocation Models are not available after annuitization.

Any allocations in the Fixed Account that are to be annuitized as a variable payment annuity must be transferred to one or more Sub-Accounts prior to the Annuitization Date. There are no restrictions on Fixed Account transfers made in anticipation of annuitization.

Any allocations in the Sub-Accounts that are to be annuitized as a fixed payment annuity must be transferred to the Fixed Account prior to the Annuitization Date.

Guaranteed Term Options are not available during annuitization. Any Guaranteed Term Option allocations must be transferred out of the Guaranteed Term Options prior to the Annuitization Date. A market value adjustment may apply.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and

- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

- (1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then
- (2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

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

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily Variable Account charges, which is equal to 1.10% of the Daily Net Assets.

The charge used to calculate the Annuity Unit Value may be higher if the Contract Owner elected an optional benefit that assesses a charge after the Annuitization Date (see *Synopsis of the Contracts*).

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

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

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than \$2,000, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than \$100. The payment frequency will be changed to an interval that will result in payments of at least \$100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option by that date, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint Annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide or its affiliates or subsidiaries on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply. If the Contract Owner is permitted to submit purchase payments in excess of \$1,000,000, additional restrictions apply, as follows.

Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and the Contract Value annuitized is less than or equal to \$2,000,000, the annuity payment options available are:

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

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint Annuitant. After the death of either the Annuitant or joint Annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint Annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Annuity Payment Options for Contracts with Total Purchase Payments and/or Contract Value Annuitized Greater Than \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and/or the Contract Value to be annuitized is greater than \$2,000,000, Nationwide may limit the annuity payment option to the longer of:

- (1) a Fixed Life Annuity with a 20 Year Term Certain; or
- (2) a Fixed Life Annuity with a Term Certain to Age 95.

Annuitization of Amounts Greater than \$5,000,000

Additionally, Nationwide may limit the amount that may be annuitized on a single life to \$5,000,000. If the total amount to be annuitized is greater than \$5,000,000 under this contract and/or for all Nationwide issued annuity contracts with the same Annuitant, the Contract Owner must:

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

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and 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
Services
Purchase of Securities Being Offered

Underwriters
Advertising
Annuity Payments
Condensed Financial Information
Financial Statements

Investment Company Act of 1940 Registration File No. 811-03330
Securities Act of 1933 Registration File No. 333-104513

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.
- VOL:** The underlying mutual fund uses a volatility management strategy to reduce a Contract Owner's exposure to equity investments when equity markets are volatile which may limit investment losses in a down market. However, use of such a strategy may also limit the growth of Contract Value. For contracts with a living benefit option elected, since the benefit base of a living benefit option is not decreased as a result of negative market performance, allocation to this type of underlying mutual fund may provide little or no additional benefit. For contracts without a living benefit option elected, allocation to this type of underlying mutual fund may result in foregone investment gains that could otherwise be realized by investing in riskier underlying mutual funds.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Maximize total return consistent with the Adviser's determination of reasonable risk.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: The fund pursues long-term total return using a strategy that seeks to protect against U.S. inflation.

American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Capital growth by investing in common stocks. Income is a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Financial Management, Inc.
Investment Objective: The Fund seeks to maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Financial Management, Inc.
Investment Objective: To maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: To seek long-term total return and current income.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seeks high total investment return.

BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index).

BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

BNY Mellon Stock Index Fund, Inc.: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Mellon Investments Corporation
Investment Objective: The fund seeks to match the total return of the S&P 500® Index.

BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Sub-advisor: Fayez Sarofim & Co.
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: BNY Mellon Investment Adviser, Inc.
Investment Objective: The fund seeks capital growth.

Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2

Investment Advisor: Columbia Management Investment Advisors, LLC
Investment Objective: The Fund seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.

Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor: Delaware Management Company, Inc.
Investment Objective: The fund seeks capital appreciation.

Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class

Investment Advisor: Eaton Vance Management
Investment Objective: The fund seeks to provide a high level of current income.

Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares (formerly, Federated Insurance Series - Federated Managed Volatility Fund II: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Federated Global Investment Management Corp.
Sub-advisor: Federated Global Investment Management Corp., Federated Investment Management Company, Federated Equity Management Company of Pennsylvania
Investment Objective: To achieve high current income and moderate capital appreciation.

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares (formerly, Federated Insurance Series - Federated Quality Bond Fund II: Service Shares)

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

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: The fund seeks capital appreciation.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2

Investment Advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Long-term capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2

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

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: High total return through a combination of current income and capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc. (FMRC), FMR Investment Management (UK) Limited (FMR UK), and other investment advisers serve as sub-advisers for the fund.
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Investment Objective: The fund seeks above-average income and long-term capital growth, consistent with reasonable investment risk. The fund seeks to provide a yield that exceeds the composite yield of the S&P 500® Index.

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: Fidelity Management & Research Company
Investment Objective: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks capital appreciation with income as a secondary goal.
Designation: FF

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks to maximize income while maintaining prospects for capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term capital appreciation, with preservation of capital as an important consideration.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: Franklin Mutual Advisers, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

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

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: Seeks total return while seeking to provide volatility management

Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: Seeks long-term growth of capital.

Guggenheim Variable Funds - Multi-Hedge Strategies

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor: Guggenheim Investments
Investment Objective: Capital appreciation consistent with the return and risk characteristics of the hedge fund universe and, secondarily, to achieve these returns with low correlation to and less volatility than equity indices.

Invesco - Invesco V.I. American Franchise Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seek capital growth.

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

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

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

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

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2020

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

Invesco Oppenheimer V.I. Global Fund: Series II

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

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

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

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

Invesco Oppenheimer V.I. International Growth Fund: Series II

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

Invesco Oppenheimer V.I. Main Street Fund: Series II

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

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

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

Ivy Variable Insurance Portfolios - Asset Strategy: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Ivy Variable Insurance Portfolios - High Income: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return through a combination of high current income and capital appreciation.

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide growth of capital.

Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares (formerly, Janus Henderson VIT Balanced Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term capital growth, consistent with preservation of capital and balanced by current income.

Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares (formerly, Janus Henderson VIT Flexible Bond Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Maximum total return, consistent with preservation of capital.

Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares (formerly, Janus Henderson VIT Forty Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares (formerly, Janus Henderson VIT Global Technology Portfolio: Service Shares)

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares (formerly, Janus Henderson VIT Overseas Portfolio: Service Shares)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares

Investment Advisor: Lazard Asset Management LLC
Investment Objective: Long-term capital appreciation.

Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC

Investment Advisor: Lord, Abbett & Co. LLC
Investment Objective: The Fund's investment objective is to seek income and capital appreciation to produce a high total return.

MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class

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

MFS® Variable Insurance Trust - MFS Value Series: Service Class

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

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

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

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

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

MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class

This underlying mutual fund is only available in contracts for which good order applications were received before March 27, 2015

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

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

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

MFS® Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class

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

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II

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

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.

Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II

Investment Advisor: Morgan Stanley Investment Management Inc.
Sub-advisor: Morgan Stanley Investment Management Limited
Investment Objective: Both capital appreciation and current income.

Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Rational Advisors, Inc.
Sub-advisor: Tuttle Tactical Management, LLC
Investment Objective: Seeks total return on investment with dividend income as an important component of that return

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide growth of capital.

Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to achieve long-term growth of capital and income.

Designation: MF

Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Amundi Pioneer Institutional Asset Management, Inc.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital growth and income through investments in equity securities, including common stocks and securities convertible into common stocks.

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks high total investment return consistent with preservation of capital over the long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: DoubleLine Capital LP
Investment Objective: The Fund seeks to maximize total return.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks to provide high current income.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Allianz Global Investors U.S. LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: AQR Capital Management, LLC
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Blueprint(SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks growth primarily and investment income secondarily consistent with the preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Blueprint (SM) Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II (formerly, Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

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

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

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

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks primarily to provide growth of capital, and secondarily current income.

Designation: FF

Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC and Standard Life Investments (Corporate Funds) Limited
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies located in emerging market countries.

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

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital.

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

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity. The Fund is a money market fund that seeks to maintain a stable net asset value of \$1.00 per share.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2020

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the MSCI EAFE® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks growth primarily and investment income secondarily consistent with the preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The fund seeks total return.

Designation: FF

Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to achieve long-term growth of capital and income.
Designation: FF, VOL

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

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Mellon Investments Corporation
Investment Objective: The Fund seeks long-term capital growth.

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

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

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Dimensional Fund Advisors LP and Thompson, Siegel & Walmsley LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Mellon Investments Corporation; and Wellington Capital Management LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; and WEDGE Capital Management, L.L.P.
Investment Objective: The fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Invesco Advisers, Inc. and Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and WCM Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc. and Invesco Advisers, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II (formerly, Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II)

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Newton Investment Management Limited
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: The Fund seeks current income and long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: The Fund seeks long-term capital growth. The fund invests at least 80% of its net assets in equity securities issued by small- and medium-sized companies with market capitalization similar to those of companies included in the Russell 2500 index.

Neuberger Berman Advisers Management Trust - Mid Cap Growth Portfolio: Class S

This underlying mutual fund is only available in contracts for which good order applications were received before November 6, 2015

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I

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

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class

Investment Advisor: PIMCO
Sub-advisor: Research Affiliates, LLC
Investment Objective: The Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management.

Designation: FF

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum current income, consistent with preservation of capital and daily liquidity.

PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited
Investment Objective: Seeks capital growth and current income.

Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB

This underlying mutual fund is only available in contracts for which good order applications were received before November 19, 2016

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

Putnam Variable Trust - Putnam VT International Equity Fund: Class IB

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

Putnam Variable Trust - Putnam VT International Value Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited and The Putnam Advisory Company, LLC
Investment Objective: Seeks capital growth. Current income is a secondary objective.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Advisor: T. Rowe Price Associates, Inc.
Investment Objective: The fund seeks long-term capital appreciation.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2012

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A

Investment Advisor: Virtus Investment Advisers, Inc.
Sub-advisor: Duff & Phelps Investment Management Co.
Investment Objective: Capital appreciation and income with approximately equal emphasis.

Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Investment Advisor: Wells Fargo Funds Management, LLC
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts with no optional benefits (the minimum Variable Account charge of 1.10%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2019 (the maximum Variable Account charge of 3.55%). The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only. To obtain a copy of the Condensed Financial Information for any other Variable Account expense tier, contact the Service Center and request a copy of the Statement of Additional Information, which is available free of charge.

The following underlying mutual funds in which the Sub-Accounts invest were added to the Variable Account after December 31, 2019; therefore, no Condensed Financial Information is available:

- American Century Variable Portfolios, Inc. - American Century VP Value Fund: Class II
- MFS(R) Variable Insurance Trust II - MFS Research International Portfolio: Service Class
- MFS(R) Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class
- Putnam Variable Trust - Putnam VT International Value Fund: Class IB

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2019.....	11.993676	13.669555	13.97%	0
2018.....	13.089545	11.993676	-8.37%	0
2017.....	11.576608	13.089545	13.07%	0
2016.....	11.323854	11.576608	2.23%	0
2015.....	11.600604	11.323854	-2.39%	1,667
2014.....	11.256096	11.600604	3.06%	585
2013.....	10.167936	11.256096	10.70%	0
2012*.....	10.000000	10.167936	1.68%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B - Q/NQ				
2019.....	30.736108	37.575353	22.25%	0
2018.....	33.009222	30.736108	-6.89%	0
2017.....	28.141751	33.009222	17.30%	0
2016.....	25.617923	28.141751	9.85%	0
2015.....	25.538503	25.617923	0.31%	0
2014.....	23.627477	25.538503	8.09%	1,054
2013.....	17.750019	23.627477	33.11%	1,054
2012.....	15.308089	17.750019	15.95%	1,459
2011.....	14.592211	15.308089	4.91%	3,086
2010.....	13.080287	14.592211	11.56%	1,459
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ				
2019.....	7.669232	8.858337	15.50%	0
2018*.....	10.000000	7.669232	-23.31%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	39.194381	46.477993	18.58%	22,345
2018.....	46.789391	39.194381	-16.23%	23,097
2017.....	41.921469	46.789391	11.61%	25,134
2016.....	33.965560	41.921469	23.42%	33,475
2015.....	36.416929	33.965560	-6.73%	40,296
2014.....	33.798334	36.416929	7.75%	39,434
2013.....	24.829501	33.798334	36.12%	40,862
2012.....	21.192263	24.829501	17.16%	48,396
2011.....	23.449304	21.192263	-9.63%	58,754
2010.....	18.729809	23.449304	25.20%	55,716
 American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2019.....	14.032461	15.113593	7.70%	167,788
2018.....	14.600959	14.032461	-3.89%	187,017
2017.....	14.240064	14.600959	2.53%	188,917
2016.....	13.792854	14.240064	3.24%	201,806
2015.....	14.299177	13.792854	-3.54%	228,638
2014.....	13.996374	14.299177	2.16%	232,335
2013.....	15.463241	13.996374	-9.49%	235,768
2012.....	14.560252	15.463241	6.20%	230,672
2011.....	13.174427	14.560252	10.52%	246,879
2010.....	12.672223	13.174427	3.96%	268,287
 American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II - Q/NQ				
2019.....	29.176347	35.708066	22.39%	0
2018.....	31.789449	29.176347	-8.22%	0
2017.....	26.718838	31.789449	18.98%	0
2016.....	23.865175	26.718838	11.96%	0
2015.....	25.656945	23.865175	-6.98%	0
2014.....	23.094425	25.656945	11.10%	0
2013.....	17.235519	23.094425	33.99%	0
2012.....	15.226334	17.235519	13.20%	0
2011.....	14.967745	15.226334	1.73%	0
2010.....	13.291810	14.967745	12.61%	0
 American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2019.....	27.108774	34.583785	27.57%	43,502
2018.....	31.494345	27.108774	-13.92%	49,175
2017.....	28.567669	31.494345	10.24%	74,776
2016.....	23.537419	28.567669	21.37%	93,374
2015.....	24.181157	23.537419	-2.66%	103,082
2014.....	21.034416	24.181157	14.96%	104,197
2013.....	16.372814	21.034416	28.47%	111,403
2012.....	14.243920	16.372814	14.95%	120,097
2011.....	14.524454	14.243920	-1.93%	145,816
2010.....	12.343539	14.524454	17.67%	140,959

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2019.....	10.477971	11.902854	13.60%	9,058
2018.....	10.910293	10.477971	-3.96%	9,058
2017.....	10.302079	10.910293	5.90%	9,058
2016.....	9.232806	10.302079	11.58%	0
2015*.....	10.000000	9.232806	-7.67%	0
BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2019.....	9.961216	10.752788	7.95%	15,825
2018.....	10.145817	9.961216	-1.82%	16,264
2017.....	9.939655	10.145817	2.07%	15,638
2016.....	9.808699	9.939655	1.34%	13,786
2015*.....	10.000000	9.808699	-1.91%	12,008
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2019.....	11.842963	14.929096	26.06%	4,985
2018.....	12.934695	11.842963	-8.44%	5,457
2017.....	11.226802	12.934695	15.21%	6,866
2016.....	9.780640	11.226802	14.79%	6,814
2015*.....	10.000000	9.780640	-2.19%	1,033
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019.....	16.030648	18.669299	16.46%	102,726
2018.....	17.539200	16.030648	-8.60%	114,605
2017.....	15.595831	17.539200	12.46%	139,552
2016.....	15.190796	15.595831	2.67%	147,651
2015.....	15.515057	15.190796	-2.09%	145,527
2014.....	15.390246	15.515057	0.81%	146,071
2013.....	13.600734	15.390246	13.16%	146,471
2012.....	12.505920	13.600734	8.75%	138,204
2011.....	13.122397	12.505920	-4.70%	166,962
2010.....	12.088339	13.122397	8.55%	167,335
BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2019.....	11.363834	13.470339	18.54%	2,746
2018.....	13.628691	11.363834	-16.62%	2,660
2017.....	11.978277	13.628691	13.78%	2,841
2016.....	10.512985	11.978277	13.94%	3,136
2015.....	10.904285	10.512985	-3.59%	5,765
2014*.....	10.000000	10.904285	9.04%	1,466
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019.....	43.212897	52.230740	20.87%	15,550
2018.....	48.004894	43.212897	-9.98%	16,558
2017.....	43.181418	48.004894	11.17%	18,236
2016.....	34.726341	43.181418	24.35%	20,754
2015.....	35.950038	34.726341	-3.40%	23,322
2014.....	34.578929	35.950038	3.97%	25,960
2013.....	24.847019	34.578929	39.17%	24,590
2012.....	21.706977	24.847019	14.47%	29,190
2011.....	21.825085	21.706977	-0.54%	35,818
2010.....	17.538096	21.825085	24.44%	36,443

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ				
2019.....	32.306448	41.657955	28.95%	86,116
2018.....	34.334549	32.306448	-5.91%	92,239
2017.....	28.640141	34.334549	19.88%	93,011
2016.....	25.984905	28.640141	10.22%	25,691
2015.....	26.047710	25.984905	-0.24%	32,537
2014.....	23.285999	26.047710	11.86%	27,695
2013.....	17.876977	23.285999	30.26%	33,300
2012.....	15.653927	17.876977	14.20%	34,461
2011.....	15.575294	15.653927	0.50%	37,237
2010.....	13.749669	15.575294	13.28%	58,207
BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2019.....	27.789563	37.259318	34.08%	18,707
2018.....	30.248874	27.789563	-8.13%	22,433
2017.....	24.080414	30.248874	25.62%	26,668
2016.....	22.620729	24.080414	6.45%	29,413
2015.....	23.510334	22.620729	-3.78%	33,104
2014.....	22.046304	23.510334	6.64%	37,259
2013.....	18.449244	22.046304	19.50%	46,348
2012.....	16.937826	18.449244	8.92%	53,651
2011.....	15.749432	16.937826	7.55%	55,465
2010.....	13.842043	15.749432	13.78%	49,394
BNY Mellon Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares - Q/NQ				
2019.....	22.892469	27.506364	20.15%	0
2018.....	28.680299	22.892469	-20.18%	0
2017.....	23.316041	28.680299	23.01%	0
2016.....	20.185668	23.316041	15.51%	0
2015.....	20.938310	20.185668	-3.59%	0
2014.....	20.895039	20.938310	0.21%	0
2013.....	14.254173	20.895039	46.59%	0
2012.....	11.986972	14.254173	18.91%	0
2011.....	14.102666	11.986972	-15.00%	0
2010.....	10.900325	14.102666	29.38%	0
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2019.....	9.703770	11.182676	15.24%	4,444
2018.....	10.221005	9.703770	-5.06%	4,170
2017*.....	10.000000	10.221005	2.21%	4,198
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2019.....	13.934395	17.601162	26.31%	1,783
2018.....	16.964778	13.934395	-17.86%	1,991
2017.....	15.348301	16.964778	10.53%	2,089
2016.....	11.838473	15.348301	29.65%	1,044
2015.....	12.797136	11.838473	-7.49%	2,838
2014.....	12.251137	12.797136	4.46%	278
2013*.....	10.000000	12.251137	22.51%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2019.....	10.699638	11.331017	5.90%	0
2018.....	10.828608	10.699638	-1.19%	0
2017.....	10.584359	10.828608	2.31%	0
2016.....	9.823020	10.584359	7.75%	0
2015.....	10.031812	9.823020	-2.08%	0
2014.....	10.085671	10.031812	-0.53%	0

Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares - Q/NQ				
2019.....	9.061217	10.746270	18.60%	0
2018*.....	10.000000	9.061217	-9.39%	0

Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares - Q/NQ				
2019.....	14.752179	15.927680	7.97%	3,524
2018.....	15.034947	14.752179	-1.88%	5,178
2017.....	14.652350	15.034947	2.61%	6,402
2016.....	14.309506	14.652350	2.40%	6,278
2015.....	14.532515	14.309506	-1.53%	6,702
2014.....	14.195489	14.532515	2.37%	8,872
2013.....	14.246450	14.195489	-0.36%	7,143
2012.....	13.161960	14.246450	8.24%	7,469
2011.....	13.048239	13.161960	0.87%	10,186
2010.....	12.184243	13.048239	7.09%	11,287

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ				
2019.....	8.256242	10.549197	27.77%	0
2018*.....	10.000000	8.256242	-17.44%	0

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2019.....	17.054890	19.523854	14.48%	258,828
2018.....	18.013291	17.054890	-5.32%	241,801
2017.....	16.146809	18.013291	11.56%	291,704
2016.....	15.514483	16.146809	4.08%	319,019
2015.....	15.770679	15.514483	-1.62%	355,008
2014.....	15.301707	15.770679	3.06%	386,177
2013.....	13.668198	15.301707	11.95%	440,883
2012.....	12.385897	13.668198	10.35%	464,628
2011.....	12.577116	12.385897	-1.52%	460,632
2010.....	11.299359	12.577116	11.31%	452,604

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2019.....	17.990602	21.329706	18.56%	832,473
2018.....	19.369048	17.990602	-7.12%	877,221
2017.....	16.844833	19.369048	14.99%	983,734
2016.....	16.097592	16.844833	4.64%	1,094,607
2015.....	16.351684	16.097592	-1.55%	1,122,889
2014.....	15.807162	16.351684	3.44%	1,082,733
2013.....	13.821913	15.807162	14.36%	1,139,980
2012.....	12.360415	13.821913	11.82%	1,204,119
2011.....	12.654728	12.360415	-2.33%	1,206,253
2010.....	11.191763	12.654728	13.07%	1,254,277

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2019.....	19.169038	23.529425	22.75%	4,426
2018.....	21.081444	19.169038	-9.07%	3,890
2017.....	17.660580	21.081444	19.37%	3,881
2016.....	16.786525	17.660580	5.21%	4,196
2015.....	17.063581	16.786525	-1.62%	4,838
2014.....	16.472041	17.063581	3.59%	9,490
2013.....	13.718329	16.472041	20.07%	8,358
2012.....	12.042940	13.718329	13.91%	8,330
2011.....	12.531151	12.042940	-3.90%	8,436
2010.....	10.933144	12.531151	14.62%	8,491
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2019.....	11.340395	13.920329	22.75%	24,763
2018.....	12.000170	11.340395	-5.50%	9,899
2017.....	10.449246	12.000170	14.84%	629
2016*.....	10.000000	10.449246	4.49%	0
Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ				
2019.....	36.715500	47.668106	29.83%	0
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2019.....	13.165367	14.299696	8.62%	16,052
2018.....	17.695390	13.165367	-25.60%	15,614
2017.....	18.402370	17.695390	-3.84%	17,069
2016.....	13.936748	18.402370	32.04%	18,586
2015.....	17.781612	13.936748	-21.62%	23,577
2014.....	20.610661	17.781612	-13.73%	22,627
2013.....	16.786621	20.610661	22.78%	24,973
2012.....	16.206473	16.786621	3.58%	33,569
2011.....	17.285108	16.206473	-6.24%	42,190
2010.....	14.667409	17.285108	17.85%	35,479
Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2019.....	26.918157	33.838521	25.71%	85,694
2018.....	29.759961	26.918157	-9.55%	104,814
2017.....	26.711065	29.759961	11.41%	111,362
2016.....	22.944124	26.711065	16.42%	135,981
2015.....	24.226108	22.944124	-5.29%	155,373
2014.....	22.580803	24.226108	7.29%	142,325
2013.....	17.861494	22.580803	26.42%	158,479
2012.....	15.429155	17.861494	15.76%	168,438
2011.....	15.498902	15.429155	-0.45%	183,619
2010.....	13.636937	15.498902	13.65%	190,916
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2019.....	11.680070	14.980147	28.25%	516
2018.....	13.006311	11.680070	-10.20%	532
2017.....	11.277240	13.006311	15.33%	613
2016*.....	10.000000	11.277240	12.77%	1,821

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2019.....	35.977503	47.671229	32.50%	47,482
2018.....	36.537824	35.977503	-1.53%	51,864
2017.....	27.402472	36.537824	33.34%	56,706
2016.....	27.554874	27.402472	-0.55%	65,818
2015.....	26.061953	27.554874	5.73%	78,270
2014.....	23.737600	26.061953	9.79%	71,857
2013.....	17.648129	23.737600	34.50%	79,182
2012.....	15.598308	17.648129	13.14%	80,004
2011.....	15.776566	15.598308	-1.13%	73,834
2010.....	12.878809	15.776566	22.50%	74,276
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2019.....	15.099355	16.337613	8.20%	352,675
2018.....	15.389351	15.099355	-1.88%	403,658
2017.....	14.962754	15.389351	2.85%	444,764
2016.....	14.480305	14.962754	3.33%	496,454
2015.....	14.766823	14.480305	-1.94%	559,980
2014.....	14.136886	14.766823	4.46%	585,778
2013.....	14.595930	14.136886	-3.15%	562,314
2012.....	13.975501	14.595930	4.44%	524,470
2011.....	13.201761	13.975501	5.86%	489,699
2010.....	12.411764	13.201761	6.36%	542,176
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2019.....	41.977805	51.136272	21.82%	59,421
2018.....	49.804801	41.977805	-15.72%	62,521
2017.....	41.777430	49.804801	19.21%	70,224
2016.....	37.740895	41.777430	10.70%	89,546
2015.....	38.792488	37.740895	-2.71%	102,715
2014.....	36.992643	38.792488	4.87%	107,435
2013.....	27.529306	36.992643	34.38%	117,909
2012.....	24.297810	27.529306	13.30%	135,554
2011.....	27.558367	24.297810	-11.83%	156,492
2010.....	21.672513	27.558367	27.16%	149,757
Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2019.....	23.900118	30.137644	26.10%	31,409
2018.....	28.451400	23.900118	-16.00%	35,258
2017.....	22.130497	28.451400	28.56%	42,112
2016.....	23.620350	22.130497	-6.31%	53,832
2015.....	23.120877	23.620350	2.16%	56,933
2014.....	25.493157	23.120877	-9.31%	0
2013.....	19.802805	25.493157	28.74%	0
2012.....	16.633854	19.802805	19.05%	0
2011.....	20.346636	16.633854	-18.25%	1,155
2010.....	18.233583	20.346636	11.59%	5,419
Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ				
2019.....	11.621291	14.131115	21.60%	1,394
2018.....	12.562155	11.621291	-7.49%	0
2017.....	12.239869	12.562155	2.63%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2 - Q/NQ				
2019.....	32.502127	43.105512	32.62%	842
2018.....	39.836379	32.502127	-18.41%	1,120
2017.....	33.822996	39.836379	17.78%	1,125
2016.....	31.296354	33.822996	8.07%	1,126
2015.....	32.687296	31.296354	-4.26%	1,128
2014.....	31.029861	32.687296	5.34%	1,129
2013.....	24.100368	31.029861	28.75%	1,130
2012.....	19.178435	24.100368	25.66%	3,669
2011.....	21.317946	19.178435	-10.04%	1,023
2010.....	17.061304	21.317946	24.95%	1,024
Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019.....	13.187250	15.632265	18.54%	15,043
2018.....	14.758780	13.187250	-10.65%	18,781
2017.....	13.326193	14.758780	10.75%	19,389
2016.....	11.904886	13.326193	11.94%	20,215
2015.....	12.834741	11.904886	-7.24%	20,762
2014.....	12.618130	12.834741	1.72%	20,458
2013.....	10.308138	12.618130	22.41%	21,370
2012.....	9.037365	10.308138	14.06%	22,607
2011.....	9.280772	9.037365	-2.62%	23,866
2010.....	8.511220	9.280772	9.04%	24,377
Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2019.....	16.625311	19.082894	14.78%	78,934
2018.....	17.567362	16.625311	-5.36%	80,878
2017.....	16.195602	17.567362	8.47%	86,763
2016.....	14.361314	16.195602	12.77%	97,081
2015.....	15.623162	14.361314	-8.08%	110,342
2014.....	15.099934	15.623162	3.47%	143,216
2013.....	13.399766	15.099934	12.69%	141,891
2012.....	12.027382	13.399766	11.41%	142,791
2011.....	11.877684	12.027382	1.26%	154,997
2010.....	10.658939	11.877684	11.43%	158,864
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2 - Q/NQ				
2019.....	32.390575	41.398540	27.81%	4,585
2018.....	34.503848	32.390575	-6.12%	4,202
2017.....	28.937363	34.503848	19.24%	4,456
2016.....	25.213508	28.937363	14.77%	3,135
2015.....	26.459165	25.213508	-4.71%	3,256
2014.....	24.606991	26.459165	7.53%	7,060
2013.....	19.184813	24.606991	28.26%	7,511
2012.....	17.326173	19.184813	10.73%	10,162
2011.....	16.527030	17.326173	4.84%	10,006
2010.....	13.851266	16.527030	19.32%	21,267

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2019.....	37.881094	47.335555	24.96%	34,847
2018.....	43.966156	37.881094	-13.84%	38,765
2017.....	40.174498	43.966156	9.44%	45,012
2016.....	31.201170	40.174498	28.76%	56,904
2015.....	34.064557	31.201170	-8.41%	75,466
2014.....	34.247853	34.064557	-0.54%	77,812
2013.....	25.417685	34.247853	34.74%	82,701
2012.....	21.709181	25.417685	17.08%	93,470
2011.....	22.807782	21.709181	-4.82%	103,430
2010.....	17.985400	22.807782	26.81%	107,371
Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2 - Q/NQ				
2019.....	9.996062	12.525381	25.30%	14,723
2018.....	12.003921	9.996062	-16.73%	18,157
2017.....	8.644053	12.003921	38.87%	18,492
2016.....	7.441938	8.644053	16.15%	26,623
2015.....	9.359497	7.441938	-20.49%	34,335
2014*.....	10.000000	9.359497	-6.41%	19,039
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2019.....	21.667246	24.113722	11.29%	45,709
2018.....	25.910760	21.667246	-16.38%	49,352
2017.....	22.450473	25.910760	15.41%	49,744
2016.....	21.179786	22.450473	6.00%	73,300
2015.....	22.902322	21.179786	-7.52%	86,684
2014.....	26.057747	22.902322	-12.11%	69,863
2013.....	21.425843	26.057747	21.62%	463
2012.....	18.323730	21.425843	16.93%	478
2011.....	20.731950	18.323730	-11.62%	2,060
2010.....	19.336820	20.731950	7.21%	2,060
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2019.....	9.632048	9.717867	0.89%	32,677
2018.....	9.554608	9.632048	0.81%	34,049
2017.....	9.478066	9.554608	0.81%	68,746
2016.....	9.309631	9.478066	1.81%	65,319
2015.....	9.836614	9.309631	-5.36%	65,892
2014.....	9.766986	9.836614	0.71%	69,446
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2019.....	12.024408	13.311648	10.71%	0
2018.....	12.709968	12.024408	-5.39%	0
2017.....	11.361304	12.709968	11.87%	0
2016.....	11.009778	11.361304	3.19%	0
2015.....	11.819801	11.009778	-6.85%	0
2014.....	11.497629	11.819801	2.80%	0
2013.....	10.236738	11.497629	12.32%	0
2012*.....	10.000000	10.236738	2.37%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ				
2019.....	9.418540	10.136683	7.62%	0
2018*.....	10.000000	9.418540	-5.81%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2019.....	9.800822	10.178944	3.86%	0
2018.....	10.440240	9.800822	-6.12%	0
2017.....	10.181903	10.440240	2.54%	82
2016.....	10.344868	10.181903	-1.58%	82
2015.....	10.270057	10.344868	0.73%	82
2014.....	9.921960	10.270057	3.51%	331
2013*.....	10.000000	9.921960	-0.78%	0
Invesco - Invesco V.I. American Franchise Fund: Series II Shares - Q/NQ				
2019.....	17.831951	24.059897	34.93%	98
2018.....	18.761265	17.831951	-4.95%	106
2017.....	14.933293	18.761265	25.63%	1,320
2016.....	14.800424	14.933293	0.90%	1,398
2015.....	14.286411	14.800424	3.60%	1,502
2014.....	13.354435	14.286411	6.98%	5,323
2013.....	9.659049	13.354435	38.26%	5,266
2012*.....	10.000000	9.659049	-3.41%	5,307
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2019.....	13.709852	16.953860	23.66%	1,027
2018.....	15.682282	13.709852	-12.58%	1,027
2017.....	13.829740	15.682282	13.40%	1,027
2016.....	12.356679	13.829740	11.92%	1,027
2015.....	13.052854	12.356679	-5.33%	1,027
2014.....	12.669740	13.052854	3.02%	478
2013.....	9.972152	12.669740	27.05%	526
2012*.....	10.000000	9.972152	-0.28%	640
Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ				
2019.....	36.626215	47.617070	30.01%	5,929
2018.....	42.763324	36.626215	-14.35%	9,294
2017.....	31.717754	42.763324	34.82%	10,067
2016.....	32.120008	31.717754	-1.25%	10,132
2015.....	31.326830	32.120008	2.53%	11,855
2014.....	31.037128	31.326830	0.93%	12,889
2013.....	24.712174	31.037128	25.59%	191
2012.....	20.659368	24.712174	19.62%	1,227
2011.....	22.835918	20.659368	-9.53%	1,227
2010.....	19.956041	22.835918	14.43%	2,302

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II - Q/NQ				
2019.....	10.178409	11.134119	9.39%	875
2018.....	10.781643	10.178409	-5.60%	2,377
2017.....	10.280658	10.781643	4.87%	1,952
2016.....	9.781852	10.280658	5.10%	2,307
2015.....	10.143405	9.781852	-3.56%	2,855
2014.....	10.006909	10.143405	1.36%	2,283
2013.....	10.155480	10.006909	-1.46%	2,658
2012*.....	10.000000	10.155480	1.55%	2,880
Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ				
2019.....	8.830778	11.174861	26.54%	3,956
2018.....	11.099776	8.830778	-20.44%	3,910
2017.....	8.875693	11.099776	25.06%	3,599
2016.....	9.224626	8.875693	-3.78%	3,547
2015.....	9.046251	9.224626	1.97%	1,026
2014*.....	10.000000	9.046251	-9.54%	368
Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ				
2019.....	29.031450	37.824633	30.29%	87,889
2018.....	31.942668	29.031450	-9.11%	103,689
2017.....	27.690464	31.942668	15.36%	117,227
2016.....	25.155462	27.690464	10.08%	143,124
2015.....	24.668838	25.155462	1.97%	177,324
2014.....	22.593385	24.668838	9.19%	196,379
2013.....	17.380441	22.593385	29.99%	193,761
2012.....	15.071024	17.380441	15.32%	199,332
2011.....	15.286382	15.071024	-1.41%	223,386
2010.....	13.344466	15.286382	14.55%	228,742
Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ				
2019.....	40.283914	50.252547	24.75%	12,664
2018.....	45.533057	40.283914	-11.53%	13,771
2017.....	40.416050	45.533057	12.66%	15,863
2016.....	34.727337	40.416050	16.38%	22,901
2015.....	37.392175	34.727337	-7.13%	25,521
2014.....	33.861635	37.392175	10.43%	27,179
2013.....	24.347433	33.861635	39.08%	27,072
2012.....	20.921934	24.347433	16.37%	30,997
2011.....	21.670556	20.921934	-3.45%	41,142
2010.....	17.806039	21.670556	21.70%	38,826

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Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019.....	15.298922	18.425805	20.44%	20,009
2018.....	16.359845	15.298922	-6.48%	22,871
2017.....	13.985700	16.359845	16.98%	25,423
2016.....	14.513563	13.985700	-3.64%	29,748
2015.....	16.011376	14.513563	-9.35%	48,383
2014.....	17.089227	16.011376	-6.31%	55,464
2013.....	13.808838	17.089227	23.76%	51,455
2012.....	11.716087	13.808838	17.86%	39,545
2011.....	12.766053	11.716087	-8.22%	65,071
2010.....	11.877560	12.766053	7.48%	70,557

Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2019.....	12.944663	14.235176	9.97%	1,952
2018.....	13.372229	12.944663	-3.20%	3,701
2017.....	12.674115	13.372229	5.51%	4,057
2016.....	11.029399	12.674115	14.91%	8,552
2015.....	11.927981	11.029399	-7.53%	9,960
2014.....	11.835226	11.927981	0.78%	9,072
2013.....	10.829800	11.835226	9.28%	5,532
2012*.....	10.000000	10.829800	8.30%	2,638

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2019.....	16.767256	22.874506	36.42%	993
2018.....	16.964679	16.767256	-1.16%	2,131
2017.....	13.517227	16.964679	25.50%	3,113
2016.....	12.879487	13.517227	4.95%	4,044
2015.....	13.821634	12.879487	-6.82%	2,884
2014.....	12.955806	13.821634	6.68%	2,953
2013.....	10.081646	12.955806	28.51%	3,951
2012*.....	10.000000	10.081646	0.82%	4,646

Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares - Q/NQ				
2019.....	29.375426	35.523225	20.93%	638
2018.....	29.576365	29.375426	-0.68%	639
2017.....	25.313738	29.576365	16.84%	640
2016.....	24.533769	25.313738	3.18%	641
2015.....	24.705207	24.533769	-0.69%	642
2014.....	23.078676	24.705207	7.05%	2,489
2013.....	19.478130	23.078676	18.49%	2,490
2012.....	17.371809	19.478130	12.12%	1,960
2011.....	17.329806	17.371809	0.24%	645
2010.....	16.206580	17.329806	6.93%	2,051

Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ				
2019.....	9.886182	10.684551	8.08%	14,501
2018.....	10.127013	9.886182	-2.38%	15,661
2017.....	9.907169	10.127013	2.22%	14,883
2016.....	9.799338	9.907169	1.10%	15,377
2015*.....	10.000000	9.799338	-2.01%	14,193

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ				
2019.....	44.849109	60.701873	35.35%	28,136
2018.....	44.584388	44.849109	0.59%	35,386
2017.....	34.677071	44.584388	28.57%	41,620
2016.....	34.393619	34.677071	0.82%	56,673
2015.....	31.067531	34.393619	10.71%	63,388
2014.....	28.960743	31.067531	7.27%	69,743
2013.....	22.372721	28.960743	29.45%	77,027
2012.....	18.264500	22.372721	22.49%	82,315
2011.....	19.844800	18.264500	-7.96%	103,599
2010.....	18.844427	19.844800	5.31%	100,798
Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ				
2019.....	24.073790	34.480099	43.23%	13,316
2018.....	24.123732	24.073790	-0.21%	14,080
2017.....	16.831519	24.123732	43.32%	17,247
2016.....	14.947748	16.831519	12.60%	12,460
2015.....	14.443028	14.947748	3.49%	14,060
2014.....	13.355281	14.443028	8.14%	9,580
2013.....	9.973930	13.355281	33.90%	9,492
2012*.....	10.000000	9.973930	-0.26%	7,416
Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ				
2019.....	27.958009	35.034991	25.31%	6,380
2018.....	33.313232	27.958009	-16.08%	7,257
2017.....	25.750366	33.313232	29.37%	8,122
2016.....	27.907903	25.750366	-7.73%	8,609
2015.....	30.942646	27.907903	-9.81%	10,981
2014.....	35.594221	30.942646	-13.07%	11,136
2013.....	31.492476	35.594221	13.02%	14,867
2012.....	28.135110	31.492476	11.93%	15,298
2011.....	42.043830	28.135110	-33.08%	0
2010.....	34.004144	42.043830	23.64%	0
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2019.....	8.939686	10.445349	16.84%	4,758
2018.....	11.099368	8.939686	-19.46%	4,527
2017.....	8.779462	11.099368	26.42%	4,171
2016.....	7.349601	8.779462	19.45%	12,856
2015.....	9.295714	7.349601	-20.94%	4,806
2014.....	9.856144	9.295714	-5.69%	0
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2019.....	10.042145	10.766923	7.22%	3,007
2018.....	10.259776	10.042145	-2.12%	2,337
2017.....	9.987667	10.259776	2.72%	1,842
2016*.....	10.000000	9.987667	-0.12%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2019.....	16.550496	23.124525	39.72%	161
2018.....	17.028013	16.550496	-2.80%	0
2017.....	13.628261	17.028013	24.95%	0
2016.....	12.665066	13.628261	7.61%	488
2015.....	13.086728	12.665066	-3.22%	488
2014.....	14.304313	13.086728	-8.51%	488
2013.....	10.241840	14.304313	39.67%	488
2012*.....	10.000000	10.241840	2.42%	0
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2019.....	33.074636	42.362438	28.08%	119,866
2018.....	37.308540	33.074636	-11.35%	143,554
2017.....	32.145596	37.308540	16.06%	165,272
2016.....	28.566827	32.145596	12.53%	206,739
2015.....	29.156893	28.566827	-2.02%	245,293
2014.....	26.751871	29.156893	8.99%	254,006
2013.....	19.948504	26.751871	34.10%	263,197
2012.....	17.406339	19.948504	14.60%	266,422
2011.....	17.682009	17.406339	-1.56%	320,641
2010.....	16.075487	17.682009	9.99%	320,499
MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ				
2019*.....	10.000000	10.872683	8.73%	0
MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019.....	18.304732	22.747468	24.27%	36,743
2018.....	20.503262	18.304732	-10.72%	38,615
2017.....	16.346588	20.503262	25.43%	39,522
2016.....	15.916511	16.346588	2.70%	37,758
2015.....	15.136871	15.916511	5.15%	40,620
2014.....	15.133806	15.136871	0.02%	31,568
2013.....	11.989006	15.133806	26.23%	33,897
2012.....	10.456746	11.989006	14.65%	21,608
2011.....	10.764126	10.456746	-2.86%	20,933
2010*.....	10.000000	10.764126	7.64%	13,911
MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class - Q/NQ				
2019.....	12.867286	17.763209	38.05%	299
2018.....	12.936682	12.867286	-0.54%	3,254
2017.....	10.210814	12.936682	26.70%	3,349
2016.....	9.754250	10.210814	4.68%	300
2015*.....	10.000000	9.754250	-2.46%	608

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ				
2019.....	14.367657	15.717325	9.39%	27,344
2018.....	14.661844	14.367657	-2.01%	33,839
2017.....	13.999273	14.661844	4.73%	33,735
2016.....	13.371022	13.999273	4.70%	27,130
2015.....	13.633200	13.371022	-1.92%	31,734
2014.....	12.815308	13.633200	6.38%	33,886
2013.....	13.033456	12.815308	-1.67%	31,132
2012.....	12.069237	13.033456	7.99%	26,479
2011.....	11.577526	12.069237	4.25%	23,478
2010.....	10.954949	11.577526	5.68%	26,113
Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II - Q/NQ				
2019.....	24.898411	28.113695	12.91%	586
2018.....	27.084877	24.898411	-8.07%	586
2017.....	24.989944	27.084877	8.38%	586
2016.....	22.849512	24.989944	9.37%	586
2015.....	23.378408	22.849512	-2.26%	586
2014.....	22.974384	23.378408	1.76%	586
2013.....	25.459203	22.974384	-9.76%	586
2012.....	21.839078	25.459203	16.58%	586
2011.....	20.659117	21.839078	5.71%	1,718
2010.....	19.034590	20.659117	8.53%	1,838
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2019.....	9.496529	12.009370	26.46%	647
2018.....	10.425208	9.496529	-8.91%	3,080
2017.....	9.365958	10.425208	11.31%	3,178
2016.....	8.237002	9.365958	13.71%	0
2015*.....	10.000000	8.237002	-17.63%	0
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2019.....	18.239641	22.368703	22.64%	21,641
2018.....	19.870601	18.239641	-8.21%	21,574
2017.....	17.096014	19.870601	16.23%	21,719
2016.....	15.572096	17.096014	9.79%	23,571
2015.....	16.960891	15.572096	-8.19%	21,763
2014.....	17.510954	16.960891	-3.14%	22,049
2013.....	13.421458	17.510954	30.47%	21,964
2012.....	11.066998	13.421458	21.27%	20,913
2011.....	11.292708	11.066998	-2.00%	614
2010*.....	10.000000	11.292708	12.93%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	17.312382	20.680328	19.45%	7,043,147
2018.....	18.423322	17.312382	-6.03%	8,275,634
2017.....	16.087041	18.423322	14.52%	9,363,219
2016.....	14.922505	16.087041	7.80%	10,644,335
2015.....	14.941432	14.922505	-0.13%	11,588,280
2014.....	14.389503	14.941432	3.84%	12,115,094
2013.....	11.801550	14.389503	21.93%	12,467,253
2012.....	10.312373	11.801550	14.44%	12,684,626
2011.....	10.330858	10.312373	-0.18%	13,208,661
2010.....	9.325078	10.330858	10.79%	13,551,727
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019.....	11.995642	12.929420	7.78%	2,316,083
2018.....	12.261405	11.995642	-2.17%	2,709,370
2017.....	12.011635	12.261405	2.08%	2,890,020
2016.....	11.831287	12.011635	1.52%	2,928,233
2015.....	11.990578	11.831287	-1.33%	3,223,451
2014.....	11.548990	11.990578	3.82%	3,229,448
2013.....	11.985942	11.548990	-3.65%	3,199,537
2012.....	11.546118	11.985942	3.81%	2,844,451
2011.....	11.042165	11.546118	4.56%	2,769,286
2010.....	10.533955	11.042165	4.82%	2,882,558
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019.....	19.144916	25.519457	33.30%	109,757
2018.....	21.372909	19.144916	-10.42%	131,468
2017.....	16.500312	21.372909	29.53%	146,593
2016.....	16.652152	16.500312	-0.91%	174,016
2015.....	15.803355	16.652152	5.37%	184,191
2014.....	15.691090	15.803355	0.72%	193,655
2013.....	12.333180	15.691090	27.23%	194,322
2012.....	10.214607	12.333180	20.74%	205,705
2011.....	11.388162	10.214607	-10.31%	225,120
2010.....	10.345640	11.388162	10.08%	215,518
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019.....	21.306490	27.454025	28.85%	192,350
2018.....	21.687148	21.306490	-1.76%	224,859
2017.....	17.158194	21.687148	26.40%	264,632
2016.....	15.906781	17.158194	7.87%	339,621
2015.....	15.112403	15.906781	5.26%	382,787
2014.....	14.139854	15.112403	6.88%	404,775
2013.....	11.030803	14.139854	28.19%	422,365
2012.....	9.500514	11.030803	16.11%	445,856
2011.....	10.078460	9.500514	-5.73%	515,220
2010.....	8.621883	10.078460	16.89%	526,682

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	17.544992	21.805729	24.28%	1,482,850
2018.....	18.137530	17.544992	-3.27%	1,673,209
2017.....	15.040732	18.137530	20.59%	2,027,930
2016.....	13.689746	15.040732	9.87%	2,440,874
2015.....	13.693207	13.689746	-0.03%	2,747,330
2014.....	12.560847	13.693207	9.01%	2,884,361
2013.....	9.551526	12.560847	31.51%	3,084,456
2012.....	8.250277	9.551526	15.77%	3,439,791
2011.....	8.532609	8.250277	-3.31%	3,665,022
2010.....	7.774220	8.532609	9.76%	3,863,868
Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2019.....	16.816922	18.156844	7.97%	138,981
2018.....	17.413330	16.816922	-3.43%	159,782
2017.....	16.558114	17.413330	5.16%	188,817
2016.....	15.409369	16.558114	7.45%	168,189
2015.....	16.044488	15.409369	-3.96%	174,699
2014.....	15.616451	16.044488	2.74%	179,108
2013.....	15.969701	15.616451	-2.21%	171,175
2012.....	14.385546	15.969701	11.01%	152,687
2011.....	13.780632	14.385546	4.39%	146,749
2010.....	12.599863	13.780632	9.37%	155,094
Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2019.....	29.982005	37.660011	25.61%	69,442
2018.....	32.761349	29.982005	-8.48%	76,320
2017.....	28.146169	32.761349	16.40%	88,875
2016.....	24.204722	28.146169	16.28%	112,046
2015.....	26.179675	24.204722	-7.54%	127,194
2014.....	24.301613	26.179675	7.73%	126,326
2013.....	18.160982	24.301613	33.81%	129,411
2012.....	15.539726	18.160982	16.87%	137,687
2011.....	16.123246	15.539726	-3.62%	157,820
2010.....	14.121341	16.123246	14.18%	161,198
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2019.....	10.029061	11.401113	13.68%	0
2018.....	11.079795	10.029061	-9.48%	0
2017.....	9.459032	11.079795	17.13%	0
2016.....	9.287682	9.459032	1.84%	0
Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ				
2019.....	10.108369	10.655576	5.41%	5,705
2018*.....	10.000000	10.108369	1.08%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019.....	23.326670	26.470745	13.48%	9,238
2018.....	24.316807	23.326670	-4.07%	11,064
2017.....	23.030382	24.316807	5.59%	11,978
2016.....	20.398207	23.030382	12.90%	13,038
2015.....	21.177241	20.398207	-3.68%	16,644
2014.....	20.880250	21.177241	1.42%	16,904
2013.....	19.717983	20.880250	5.89%	1,185
2012.....	17.404316	19.717983	13.29%	2,099
2011.....	16.950339	17.404316	2.68%	2,099
2010.....	15.146375	16.950339	11.91%	2,099
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019.....	16.969493	21.496537	26.68%	29,850
2018.....	18.063813	16.969493	-6.06%	35,632
2017.....	14.639443	18.063813	23.39%	39,919
2016.....	13.036263	14.639443	12.30%	46,035
2015.....	13.340372	13.036263	-2.28%	49,584
2014.....	12.658432	13.340372	5.39%	53,199
2013.....	8.917257	12.658432	41.95%	60,158
2012.....	7.717412	8.917257	15.55%	75,620
2011.....	8.832585	7.717412	-12.63%	88,521
2010.....	7.739930	8.832585	14.12%	75,102
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019.....	10.655484	13.998798	31.38%	149,195
2018.....	12.930084	10.655484	-17.59%	172,127
2017.....	10.414128	12.930084	24.16%	190,248
2016.....	10.796513	10.414128	-3.54%	236,529
2015.....	10.988510	10.796513	-1.75%	275,750
2014.....	11.262999	10.988510	-2.44%	303,315
2013.....	9.405778	11.262999	19.75%	270,598
2012.....	8.232874	9.405778	14.25%	278,168
2011.....	9.210640	8.232874	-10.62%	284,943
2010.....	8.183302	9.210640	12.55%	290,364
Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019.....	29.826539	38.059558	27.60%	62,518
2018.....	30.243991	29.826539	-1.38%	73,648
2017.....	25.430949	30.243991	18.93%	88,391
2016.....	23.131992	25.430949	9.94%	108,717
2015.....	23.235475	23.131992	-0.45%	135,747
2014.....	21.011147	23.235475	10.59%	153,932
2013.....	16.243424	21.011147	29.35%	144,715
2012.....	14.426790	16.243424	12.59%	151,129
2011.....	14.531949	14.426790	-0.72%	164,214
2010.....	12.977438	14.531949	11.98%	174,142

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	14.176690	17.380163	22.60%	11,957
2018.....	16.061092	14.176690	-11.73%	11,492
2017.....	13.555436	16.061092	18.48%	11,535
2016.....	12.647970	13.555436	7.17%	11,573
2015.....	13.016941	12.647970	-2.83%	13,263
2014.....	12.595318	13.016941	3.35%	13,266
2013.....	9.836152	12.595318	28.05%	13,273
2012.....	8.562658	9.836152	14.87%	13,282
2011.....	9.247549	8.562658	-7.41%	18,389
2010.....	8.133865	9.247549	13.69%	40,950
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019.....	13.574310	15.597048	14.90%	4,827,987
2018.....	14.638635	13.574310	-7.27%	5,362,188
2017.....	13.209118	14.638635	10.82%	6,106,751
2016.....	12.586810	13.209118	4.94%	6,812,488
2015.....	12.863060	12.586810	-2.15%	7,240,763
2014.....	12.470220	12.863060	3.15%	7,690,604
2013.....	10.997048	12.470220	13.40%	8,046,631
2012.....	10.012205	10.997048	9.84%	8,107,688
2011.....	10.261354	10.012205	-2.43%	8,528,679
2010.....	9.397542	10.261354	9.19%	8,859,630
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019.....	14.125026	16.797159	18.92%	5,075,728
2018.....	15.552016	14.125026	-9.18%	5,829,307
2017.....	13.578369	15.552016	14.54%	6,415,111
2016.....	12.792368	13.578369	6.14%	7,311,684
2015.....	13.108816	12.792368	-2.41%	8,112,949
2014.....	12.659918	13.108816	3.55%	8,071,066
2013.....	10.557671	12.659918	19.91%	8,188,153
2012.....	9.393792	10.557671	12.39%	8,209,753
2011.....	9.837220	9.393792	-4.51%	8,608,210
2010.....	8.850147	9.837220	11.15%	8,441,009
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ				
2019.....	12.480269	13.660045	9.45%	1,568,885
2018.....	12.957393	12.480269	-3.68%	1,745,209
2017.....	12.317902	12.957393	5.19%	1,914,317
2016.....	11.905348	12.317902	3.47%	2,143,365
2015.....	12.126755	11.905348	-1.83%	2,240,871
2014.....	11.865739	12.126755	2.20%	2,444,755
2013.....	11.433714	11.865739	3.78%	2,603,210
2012.....	10.754709	11.433714	6.31%	2,973,968
2011.....	10.722785	10.754709	0.30%	2,951,806
2010.....	10.151663	10.722785	5.63%	2,756,417

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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) Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	11.308364	12.733257	12.60%	12,764
2018.....	12.297157	11.308364	-8.04%	48,525
2017.....	10.833846	12.297157	13.51%	50,745
2016.....	10.377394	10.833846	4.40%	51,295
2015.....	10.963582	10.377394	-5.35%	52,809
2014.....	10.840506	10.963582	1.14%	36,259
2013*.....	10.000000	10.840506	8.41%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ				
2019.....	11.605074	13.246691	14.15%	17,727
2018.....	12.628059	11.605074	-8.10%	18,343
2017.....	10.839641	12.628059	16.50%	11,850
2016.....	10.318836	10.839641	5.05%	11,963
2015.....	10.968496	10.318836	-5.92%	12,082
2014.....	10.979220	10.968496	-0.10%	14,897
2013*.....	10.000000	10.979220	9.79%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019.....	13.907257	16.249918	16.84%	6,445,512
2018.....	15.135358	13.907257	-8.11%	7,410,983
2017.....	13.427537	15.135358	12.72%	8,295,536
2016.....	12.719304	13.427537	5.57%	9,401,569
2015.....	12.999321	12.719304	-2.15%	10,018,213
2014.....	12.569469	12.999321	3.42%	10,537,905
2013.....	10.788427	12.569469	16.51%	11,017,702
2012.....	9.707840	10.788427	11.13%	11,312,195
2011.....	10.050033	9.707840	-3.40%	11,840,130
2010.....	9.124286	10.050033	10.15%	12,178,021
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	14.123487	17.073390	20.89%	543,223
2018.....	15.781186	14.123487	-10.50%	606,507
2017.....	13.514290	15.781186	16.77%	695,538
2016.....	12.700082	13.514290	6.41%	763,900
2015.....	13.037904	12.700082	-2.59%	807,498
2014.....	12.607773	13.037904	3.41%	830,669
2013.....	10.257738	12.607773	22.91%	848,976
2012.....	9.051808	10.257738	13.32%	865,409
2011.....	9.600776	9.051808	-5.72%	916,834
2010.....	8.567131	9.600776	12.07%	926,148

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019.....	13.313071	15.049656	13.04%	1,495,660
2018.....	14.135255	13.313071	-5.82%	1,628,092
2017.....	13.006302	14.135255	8.68%	1,849,733
2016.....	12.406458	13.006302	4.83%	2,117,394
2015.....	12.679500	12.406458	-2.15%	2,390,616
2014.....	12.317687	12.679500	2.94%	2,603,684
2013.....	11.196381	12.317687	10.01%	2,809,307
2012.....	10.287903	11.196381	8.83%	2,985,607
2011.....	10.430294	10.287903	-1.37%	3,101,444
2010.....	9.672495	10.430294	7.83%	3,185,650
Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ				
2019.....	14.463792	16.090859	11.25%	231,658
2018.....	17.347265	14.463792	-16.62%	235,161
2017.....	14.292667	17.347265	21.37%	251,693
2016.....	14.291805	14.292667	0.01%	325,886
2015.....	15.037665	14.291805	-4.96%	355,986
2014.....	16.553514	15.037665	-9.16%	359,924
2013.....	13.937028	16.553514	18.77%	328,621
2012.....	11.786443	13.937028	18.25%	350,828
2011.....	13.608361	11.786443	-13.39%	365,788
2010.....	12.938556	13.608361	5.18%	336,076
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2019.....	12.881819	13.848184	7.50%	146,489
2018.....	13.116117	12.881819	-1.79%	185,244
2017.....	12.729580	13.116117	3.04%	197,566
2016.....	12.257281	12.729580	3.85%	240,828
2015.....	12.503698	12.257281	-1.97%	276,179
2014.....	12.077671	12.503698	3.53%	291,457
2013.....	12.477591	12.077671	-3.21%	279,389
2012.....	11.738341	12.477591	6.30%	256,948
2011.....	11.171635	11.738341	5.07%	249,403
2010.....	10.578837	11.171635	5.60%	271,958
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019.....	13.627303	14.770375	8.39%	54,476
2018.....	13.982939	13.627303	-2.54%	61,974
2017.....	13.624809	13.982939	2.63%	61,650
2016.....	13.331216	13.624809	2.20%	69,201
2015.....	13.549573	13.331216	-1.61%	73,653
2014.....	13.062618	13.549573	3.73%	74,089
2013.....	13.484158	13.062618	-3.13%	77,762
2012.....	12.728494	13.484158	5.94%	75,503
2011.....	12.135789	12.728494	4.88%	76,471
2010.....	11.349822	12.135789	6.92%	88,287

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2019.....	12.654951	14.989603	18.45%	0
2018.....	14.247707	12.654951	-11.18%	0
2017.....	12.220187	14.247707	16.59%	0
2016.....	11.092589	12.220187	10.17%	0
2015.....	11.581820	11.092589	-4.22%	0
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2019.....	12.062970	14.019667	16.22%	0
2018.....	13.232445	12.062970	-8.84%	0
2017.....	11.753482	13.232445	12.58%	0
2016.....	10.925758	11.753482	7.58%	0
2015.....	11.245356	10.925758	-2.84%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2019.....	31.959380	38.771757	21.32%	2,647
2018.....	39.245728	31.959380	-18.57%	4,166
2017.....	28.098376	39.245728	39.67%	4,514
2016.....	26.433272	28.098376	6.30%	5,165
2015.....	31.906760	26.433272	-17.15%	5,724
2014.....	34.222684	31.906760	-6.77%	7,163
2013.....	34.455502	34.222684	-0.68%	0
2012.....	29.779843	34.455502	15.70%	0
2011.....	38.901008	29.779843	-23.45%	572
2010.....	33.933740	38.901008	14.64%	670
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019.....	13.336164	14.016492	5.10%	191,549
2018.....	13.491784	13.336164	-1.15%	232,967
2017.....	13.362916	13.491784	0.96%	246,833
2016.....	13.411671	13.362916	-0.36%	271,111
2015.....	13.575603	13.411671	-1.21%	326,343
2014.....	13.126829	13.575603	3.42%	340,584
2013.....	13.833873	13.126829	-5.11%	334,001
2012.....	13.573201	13.833873	1.92%	321,596
2011.....	12.795445	13.573201	6.08%	289,745
2010.....	12.347328	12.795445	3.63%	335,412
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2019.....	9.938489	10.004266	0.66%	783,590
2018.....	9.911787	9.938489	0.27%	783,336
2017.....	9.979667	9.911787	-0.68%	798,311
2016.....	10.089598	9.979667	-1.09%	840,976
2015.....	10.201817	10.089598	-1.10%	875,377
2014.....	10.315280	10.201817	-1.10%	830,405
2013.....	10.430010	10.315280	-1.10%	610,432
2012.....	10.546329	10.430010	-1.10%	559,719
2011.....	10.663301	10.546329	-1.10%	527,659
2010.....	10.781886	10.663301	-1.10%	621,100

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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 International Equity Fund: Class II - Q/NQ				
2019.....	9.138575	10.747453	17.61%	63,963
2018.....	10.846301	9.138575	-15.74%	60,983
2017.....	8.630055	10.846301	25.68%	62,427
2016.....	8.670834	8.630055	-0.47%	86,582
2015.....	9.059033	8.670834	-4.29%	96,145
2014.....	9.226189	9.059033	-1.81%	82,224
2013.....	7.935154	9.226189	16.27%	83,500
2012.....	6.963352	7.935154	13.96%	84,983
2011.....	7.822932	6.963352	-10.99%	101,614
2010.....	6.999728	7.822932	11.76%	64,986
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2019.....	10.152554	12.169746	19.87%	249,024
2018.....	11.954935	10.152554	-15.08%	237,385
2017.....	9.712265	11.954935	23.09%	251,373
2016.....	9.768907	9.712265	-0.58%	24,173
2015.....	10.016679	9.768907	-2.47%	28,278
2014.....	10.796117	10.016679	-7.22%	22,950
2013.....	9.020778	10.796117	19.68%	24,017
2012.....	7.716089	9.020778	16.91%	26,290
2011.....	8.952007	7.716089	-13.81%	27,548
2010.....	8.427987	8.952007	6.22%	24,518
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2019.....	28.523037	34.903918	22.37%	16,873
2018.....	31.644046	28.523037	-9.86%	17,339
2017.....	27.016111	31.644046	17.13%	20,276
2016.....	24.953272	27.016111	8.27%	27,115
2015.....	25.485178	24.953272	-2.09%	37,835
2014.....	24.544974	25.485178	3.83%	51,132
2013.....	19.503666	24.544974	25.85%	48,858
2012.....	17.015138	19.503666	14.63%	30,250
2011.....	17.908015	17.015138	-4.99%	33,765
2010.....	15.796289	17.908015	13.37%	44,007
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019.....	16.872551	19.246939	14.07%	988,900
2018.....	17.930780	16.872551	-5.90%	1,084,634
2017.....	16.313819	17.930780	9.91%	1,218,136
2016.....	15.516816	16.313819	5.14%	1,410,719
2015.....	15.716696	15.516816	-1.27%	1,475,093
2014.....	15.194780	15.716696	3.43%	1,544,809
2013.....	13.545432	15.194780	12.18%	1,592,262
2012.....	12.521179	13.545432	8.18%	1,609,535
2011.....	12.549129	12.521179	-0.22%	1,737,161
2010.....	11.554648	12.549129	8.61%	1,798,922

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019.....	19.765882	23.446519	18.62%	1,358,508
2018.....	21.369674	19.765882	-7.50%	1,486,640
2017.....	18.819759	21.369674	13.55%	1,614,599
2016.....	17.661632	18.819759	6.56%	1,836,024
2015.....	17.953561	17.661632	-1.63%	1,936,341
2014.....	17.253971	17.953561	4.05%	2,001,638
2013.....	14.599701	17.253971	18.18%	1,905,106
2012.....	13.151411	14.599701	11.01%	1,898,143
2011.....	13.422987	13.151411	-2.02%	1,940,263
2010.....	12.114759	13.422987	10.80%	1,973,976

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2019.....	15.344602	16.622515	8.33%	933,630
2018.....	15.801147	15.344602	-2.89%	976,367
2017.....	15.117346	15.801147	4.52%	1,113,499
2016.....	14.659976	15.117346	3.12%	995,118
2015.....	14.783880	14.659976	-0.84%	1,012,013
2014.....	14.388550	14.783880	2.75%	1,050,960
2013.....	13.878040	14.388550	3.68%	1,173,815
2012.....	13.342218	13.878040	4.02%	1,365,454
2011.....	13.106178	13.342218	1.80%	1,357,691
2010.....	12.514492	13.106178	4.73%	1,317,898

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	11.390975	12.730010	11.76%	0
2018.....	12.204959	11.390975	-6.67%	0
2017.....	10.821929	12.204959	12.78%	6,072
2016.....	10.351156	10.821929	4.55%	0
2015.....	10.816879	10.351156	-4.31%	12,053
2014.....	10.675022	10.816879	1.33%	0
2013*.....	10.000000	10.675022	6.75%	0

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2019.....	11.694670	13.329647	13.98%	47,526
2018.....	12.587532	11.694670	-7.09%	48,595
2017.....	10.881368	12.587532	15.68%	17,544
2016.....	10.287043	10.881368	5.78%	11,688
2015.....	10.829782	10.287043	-5.01%	11,829
2014.....	10.763622	10.829782	0.61%	0
2013*.....	10.000000	10.763622	7.64%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2019.....	22.139506	25.781423	16.45%	2,102,618
2018.....	23.735256	22.139506	-6.72%	2,455,550
2017.....	21.251408	23.735256	11.69%	2,754,931
2016.....	20.054647	21.251408	5.97%	3,081,922
2015.....	20.345799	20.054647	-1.43%	3,440,706
2014.....	19.558733	20.345799	4.02%	3,829,465
2013.....	16.956780	19.558733	15.34%	4,006,844
2012.....	15.472895	16.956780	9.59%	4,230,446
2011.....	15.650961	15.472895	-1.14%	4,437,002
2010.....	14.267833	15.650961	9.69%	4,664,068

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	25.884007	31.187128	20.49%	464,224
2018.....	28.365156	25.884007	-8.75%	572,678
2017.....	24.580141	28.365156	15.40%	649,973
2016.....	22.909721	24.580141	7.29%	750,937
2015.....	23.334833	22.909721	-1.82%	825,343
2014.....	22.480038	23.334833	3.80%	870,606
2013.....	18.573691	22.480038	21.03%	939,256
2012.....	16.509073	18.573691	12.51%	927,774
2011.....	17.055012	16.509073	-3.20%	989,935
2010.....	15.283141	17.055012	11.59%	1,027,129

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2019.....	18.752991	21.047377	12.23%	683,841
2018.....	19.697808	18.752991	-4.80%	776,158
2017.....	18.236492	19.697808	8.01%	841,247
2016.....	17.443970	18.236492	4.54%	931,458
2015.....	17.643383	17.443970	-1.13%	1,046,698
2014.....	17.032378	17.643383	3.59%	1,124,088
2013.....	15.586053	17.032378	9.28%	1,235,066
2012.....	14.587026	15.586053	6.85%	1,304,842
2011.....	14.450881	14.587026	0.94%	1,336,853
2010.....	13.464824	14.450881	7.32%	1,415,919

Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.487774	4.88%	0

Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.789045	7.89%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	18.530500	23.864742	28.79%	56,263
2018.....	19.387309	18.530500	-4.42%	64,789
2017.....	15.092771	19.387309	28.45%	81,893
2016.....	14.962421	15.092771	0.87%	97,133
2015.....	14.669732	14.962421	2.00%	116,770
2014.....	13.466292	14.669732	8.94%	132,272
2013.....	10.129940	13.466292	32.94%	130,971
2012.....	8.819406	10.129940	14.86%	136,061
2011.....	9.215178	8.819406	-4.29%	154,092
2010.....	8.077111	9.215178	14.09%	157,826
Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2019.....	11.306198	13.303027	17.66%	94,323
2018.....	12.011658	11.306198	-5.87%	95,641
2017.....	10.331415	12.011658	16.26%	94,690
2016.....	9.623454	10.331415	7.36%	13,197
2015.....	9.954174	9.623454	-3.32%	0
2014*.....	10.000000	9.954174	-0.46%	0
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2019.....	12.688442	15.307465	20.64%	0
2018.....	13.169443	12.688442	-3.65%	0
2017.....	10.941570	13.169443	20.36%	0
2016.....	10.053109	10.941570	8.84%	0
2015.....	10.150561	10.053109	-0.96%	0
2014*.....	10.000000	10.150561	1.51%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ				
2019.....	29.431330	39.974250	35.82%	57,189
2018.....	30.226195	29.431330	-2.63%	71,243
2017.....	24.051180	30.226195	25.67%	79,041
2016.....	23.535547	24.051180	2.19%	96,077
2015.....	22.702494	23.535547	3.67%	100,230
2014.....	21.144539	22.702494	7.37%	100,667
2013.....	15.687374	21.144539	34.79%	115,769
2012.....	13.394711	15.687374	17.12%	128,119
2011.....	13.889943	13.394711	-3.57%	175,829
2010.....	12.942109	13.889943	7.32%	209,294
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019.....	24.614369	30.839054	25.29%	88,956
2018.....	27.493393	24.614369	-10.47%	101,278
2017.....	25.635272	27.493393	7.25%	111,427
2016.....	21.561529	25.635272	18.89%	141,537
2015.....	22.814725	21.561529	-5.49%	175,291
2014.....	20.424023	22.814725	11.71%	169,107
2013.....	15.683748	20.424023	30.22%	189,855
2012.....	13.856862	15.683748	13.18%	200,932
2011.....	13.942834	13.856862	-0.62%	249,825
2010.....	12.459245	13.942834	11.91%	270,560

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019.....	41.062517	51.028084	24.27%	10,069
2018.....	46.855963	41.062517	-12.36%	10,097
2017.....	40.919004	46.855963	14.51%	13,485
2016.....	34.394501	40.919004	18.97%	15,134
2015.....	35.681284	34.394501	-3.61%	17,366
2014.....	32.972038	35.681284	8.22%	17,789
2013.....	25.057608	32.972038	31.58%	23,000
2012.....	21.568305	25.057608	16.18%	25,775
2011.....	22.377032	21.568305	-3.61%	22,639
2010.....	17.928240	22.377032	24.81%	22,137
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2019.....	15.578920	17.912399	14.98%	89,183
2018.....	19.056774	15.578920	-18.25%	92,829
2017.....	15.724614	19.056774	21.19%	95,343
2016.....	15.144613	15.724614	3.83%	118,466
2015.....	16.177859	15.144613	-6.39%	120,621
2014.....	18.110369	16.177859	-10.67%	114,719
2013.....	15.127464	18.110369	19.72%	0
2012.....	13.068225	15.127464	15.76%	0
2011.....	15.807971	13.068225	-17.33%	0
2010.....	15.093958	15.807971	4.73%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2019.....	15.059647	18.632147	23.72%	34,253
2018.....	17.264144	15.059647	-12.77%	36,057
2017.....	15.263537	17.264144	13.11%	39,077
2016.....	13.298955	15.263537	14.77%	55,258
2015.....	13.925404	13.298955	-4.50%	68,042
2014.....	12.772017	13.925404	9.03%	69,331
2013.....	9.564017	12.772017	33.54%	78,656
2012.....	8.223917	9.564017	16.30%	89,686
2011.....	8.854670	8.223917	-7.12%	100,902
2010.....	7.940970	8.854670	11.51%	98,944
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019.....	19.095887	23.389363	22.48%	81,124
2018.....	22.234488	19.095887	-14.12%	89,153
2017.....	19.748185	22.234488	12.59%	98,729
2016.....	16.979858	19.748185	16.30%	115,969
2015.....	17.678860	16.979858	-3.95%	139,357
2014.....	15.275597	17.678860	15.73%	164,873
2013.....	11.383937	15.275597	34.19%	160,748
2012.....	9.893653	11.383937	15.06%	179,085
2011.....	10.241195	9.893653	-3.39%	219,776
2010.....	8.655721	10.241195	18.32%	229,324

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2019.....	28.136818	37.671807	33.89%	9,123
2018.....	30.998445	28.136818	-9.23%	11,702
2017.....	25.144904	30.998445	23.28%	13,090
2016.....	23.527915	25.144904	6.87%	11,174
2015.....	23.664265	23.527915	-0.58%	12,447
2014.....	23.335168	23.664265	1.41%	12,262
2013.....	16.390818	23.335168	42.37%	10,510
2012.....	14.654812	16.390818	11.85%	9,861
2011.....	14.946179	14.654812	-1.95%	11,327
2010.....	12.079751	14.946179	23.73%	10,176
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2019.....	36.128378	42.409471	17.39%	4,728
2018.....	44.080535	36.128378	-18.04%	5,130
2017.....	40.982213	44.080535	7.56%	5,018
2016.....	32.987396	40.982213	24.24%	5,588
2015.....	35.592848	32.987396	-7.32%	7,590
2014.....	33.708282	35.592848	5.59%	7,074
2013.....	24.340900	33.708282	38.48%	6,432
2012.....	20.458237	24.340900	18.98%	6,878
2011.....	21.878380	20.458237	-6.49%	8,106
2010.....	17.490921	21.878380	25.08%	8,042
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2019.....	35.602619	44.138269	23.97%	10,456
2018.....	41.301322	35.602619	-13.80%	10,911
2017.....	36.890209	41.301322	11.96%	12,057
2016.....	30.437667	36.890209	21.20%	17,571
2015.....	31.370712	30.437667	-2.97%	20,472
2014.....	31.544247	31.370712	-0.55%	20,166
2013.....	22.692820	31.544247	39.01%	22,340
2012.....	19.913606	22.692820	13.96%	26,318
2011.....	21.375048	19.913606	-6.84%	34,944
2010.....	17.292951	21.375048	23.61%	34,070
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ				
2019.....	17.942474	22.367068	24.66%	105,146
2018.....	19.275577	17.942474	-6.92%	123,082
2017.....	16.465689	19.275577	17.07%	145,720
2016.....	15.119880	16.465689	8.90%	181,128
2015.....	15.352276	15.119880	-1.51%	223,170
2014.....	14.046764	15.352276	9.29%	251,298
2013.....	10.250970	14.046764	37.03%	240,315
2012.....	9.305930	10.250970	10.16%	257,933
2011.....	9.726873	9.305930	-4.33%	272,573
2010.....	7.959593	9.726873	22.20%	291,016

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019.....	14.152010	18.257543	29.01%	9,761
2018.....	14.915414	14.152010	-5.12%	13,527
2017.....	14.208042	14.915414	4.98%	23,727
2016.....	13.403683	14.208042	6.00%	26,970
2015.....	14.365934	13.403683	-6.70%	31,538
2014.....	11.294702	14.365934	27.19%	27,840
2013.....	11.120054	11.294702	1.57%	38,823
2012.....	9.728208	11.120054	14.31%	36,116
2011.....	9.267311	9.728208	4.97%	55,881
2010.....	7.217882	9.267311	28.39%	44,212
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2019.....	16.252645	21.030986	29.40%	68,930
2018.....	17.276337	16.252645	-5.93%	67,010
2017.....	14.409611	17.276337	19.89%	21,546
2016.....	13.078957	14.409611	10.17%	5,903
2015.....	13.100903	13.078957	-0.17%	3,677
2014.....	11.714667	13.100903	11.83%	3,330
2013*.....	10.000000	11.714667	17.15%	218
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019.....	10.697945	11.012710	2.94%	152,682
2018.....	10.729568	10.697945	-0.29%	164,293
2017.....	10.679925	10.729568	0.46%	169,686
2016.....	10.535869	10.679925	1.37%	201,238
2015.....	10.689508	10.535869	-1.44%	229,973
2014.....	10.755282	10.689508	-0.61%	217,730
2013.....	10.863450	10.755282	-1.00%	216,509
2012.....	10.610693	10.863450	2.38%	217,193
2011.....	10.590916	10.610693	0.19%	203,892
2010.....	10.455700	10.590916	1.29%	227,819
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2019.....	14.491430	17.909309	23.59%	2,478
2018.....	16.528393	14.491430	-12.32%	1,764
2017.....	14.636167	16.528393	12.93%	9,469
2016.....	12.243257	14.636167	19.54%	1,673
2015.....	13.014799	12.243257	-5.93%	60
2014.....	12.586668	13.014799	3.40%	0
2013*.....	10.000000	12.586668	25.87%	0

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<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.....	17.616227	23.840547	35.33%	99,714
2018.....	19.163928	17.616227	-8.08%	113,470
2017.....	15.194538	19.163928	26.12%	135,146
2016.....	14.485878	15.194538	4.89%	153,885
2015.....	14.697796	14.485878	-1.44%	180,000
2014.....	14.328285	14.697796	2.58%	204,734
2013.....	10.452380	14.328285	37.08%	189,252
2012.....	9.218852	10.452380	13.38%	207,999
2011.....	9.755389	9.218852	-5.50%	242,419
2010.....	7.799454	9.755389	25.08%	254,746
Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S - Q/NQ				
2019.....	36.741253	48.139855	31.02%	953
2018.....	39.759702	36.741253	-7.59%	1,018
2017.....	32.273403	39.759702	23.20%	1,117
2016.....	31.327620	32.273403	3.02%	951
2015.....	31.364019	31.327620	-0.12%	1,046
Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ				
2019.....	10.825270	11.100902	2.55%	209,528
2018.....	10.835695	10.825270	-0.10%	203,335
2017.....	10.859099	10.835695	-0.22%	208,829
2016.....	10.847291	10.859099	0.11%	235,063
2015.....	10.947819	10.847291	-0.92%	267,707
2014.....	11.002477	10.947819	-0.50%	273,831
2013.....	11.056663	11.002477	-0.49%	271,615
2012.....	10.687758	11.056663	3.45%	256,237
2011.....	10.775185	10.687758	-0.81%	233,720
2010.....	10.348131	10.775185	4.13%	261,729
Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I - Q/NQ				
2019.....	30.058595	37.423051	24.50%	7,054
2018.....	32.240862	30.058595	-6.77%	7,218
2017.....	27.525649	32.240862	17.13%	8,270
2016.....	25.332640	27.525649	8.66%	13,013
2015.....	25.733703	25.332640	-1.56%	13,463
2014.....	23.572645	25.733703	9.17%	14,996
2013.....	17.321353	23.572645	36.09%	16,918
2012.....	15.781695	17.321353	9.76%	17,360
2011.....	16.464022	15.781695	-4.14%	32,304
2010.....	13.550142	16.464022	21.50%	36,446
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2019.....	11.004779	12.161865	10.51%	3,116
2018.....	11.768898	11.004779	-6.49%	3,116
2017.....	10.495321	11.768898	12.13%	3,116
2016.....	9.398813	10.495321	11.67%	9,448
2015.....	10.464843	9.398813	-10.19%	5,832
2014.....	10.533324	10.464843	-0.65%	10,413
2013.....	10.638843	10.533324	-0.99%	12,683
2012*.....	10.000000	10.638843	6.39%	13,555

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2019.....	10.158885	11.519297	13.39%	11,300
2018.....	10.793322	10.158885	-5.88%	11,067
2017.....	9.940807	10.793322	8.58%	5,777
2016.....	8.878006	9.940807	11.97%	61
2015.....	9.194221	8.878006	-3.44%	61
2014.....	9.167719	9.194221	0.29%	0
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019.....	11.692043	12.363338	5.74%	7,745
2018.....	12.324856	11.692043	-5.13%	11,348
2017.....	11.253531	12.324856	9.52%	12,070
2016.....	11.057315	11.253531	1.77%	16,481
2015.....	12.044545	11.057315	-8.20%	19,714
2014.....	12.141970	12.044545	-0.80%	19,953
2013.....	13.139916	12.141970	-7.59%	29,156
2012.....	12.625815	13.139916	4.07%	54,524
2011.....	11.774859	12.625815	7.23%	54,943
2010.....	10.885591	11.774859	8.17%	38,453
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019.....	11.549777	11.870933	2.78%	322,189
2018.....	11.651319	11.549777	-0.87%	345,569
2017.....	11.634861	11.651319	0.14%	367,225
2016.....	11.612368	11.634861	0.19%	411,861
2015.....	11.717057	11.612368	-0.89%	445,611
2014.....	11.759392	11.717057	-0.36%	486,769
2013.....	11.917865	11.759392	-1.33%	486,764
2012.....	11.395491	11.917865	4.58%	427,008
2011.....	11.406927	11.395491	-0.10%	405,872
2010.....	10.965168	11.406927	4.03%	401,693
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2019.....	10.279620	10.440656	1.57%	4,434
2018.....	10.248333	10.279620	0.31%	37,137
2017.....	10.128515	10.248333	1.18%	38,328
2016*.....	10.000000	10.128515	1.29%	1,258
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2019.....	11.103431	11.886955	7.06%	19,142
2018.....	11.299359	11.103431	-1.73%	23,059
2017.....	10.899642	11.299359	3.67%	28,208
2016.....	10.742984	10.899642	1.46%	35,529
2015.....	10.826136	10.742984	-0.77%	35,323
2014.....	10.508603	10.826136	3.02%	53,620
2013.....	10.848202	10.508603	-3.13%	74,455
2012.....	10.017458	10.848202	8.29%	56,908
2011*.....	10.000000	10.017458	0.17%	15,015

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB - Q/NQ				
2019.....	10.207692	13.164865	28.97%	2,183
2018.....	11.279329	10.207692	-9.50%	2,261
2017*.....	10.000000	11.279329	12.79%	124
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019.....	13.568520	18.349855	35.24%	3,926
2018.....	13.401336	13.568520	1.25%	5,924
2017.....	10.351126	13.401336	29.47%	5,635
2016*.....	10.000000	10.351126	3.51%	0
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019.....	18.048478	22.339744	23.78%	0
2018.....	22.562982	18.048478	-20.01%	0
2017.....	18.022713	22.562982	25.19%	0
2016.....	18.680916	18.022713	-3.52%	0
2015.....	18.862245	18.680916	-0.96%	0
2014.....	20.458665	18.862245	-7.80%	0
2013.....	16.152118	20.458665	26.66%	0
2012.....	13.396230	16.152118	20.57%	0
2011.....	16.306323	13.396230	-17.85%	0
2010.....	14.985184	16.306323	8.82%	0
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2019.....	35.589699	45.275454	27.22%	16,832
2018.....	35.681824	35.589699	-0.26%	21,122
2017.....	28.339064	35.681824	25.91%	20,039
2016.....	32.092302	28.339064	-11.70%	17,887
2015.....	28.851376	32.092302	11.23%	22,873
2014.....	22.230843	28.851376	29.78%	22,089
2013.....	14.934298	22.230843	48.86%	24,846
2012.....	11.527357	14.934298	29.56%	33,550
2011.....	10.558722	11.527357	9.17%	6,423
2010*.....	10.000000	10.558722	5.59%	618
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019.....	5.366877	5.920677	10.32%	6,366
2018.....	7.581892	5.366877	-29.21%	7,021
2017.....	7.820159	7.581892	-3.05%	6,917
2016.....	5.513376	7.820159	41.84%	6,948
2015.....	8.399050	5.513376	-34.36%	6,824
2014.....	10.529677	8.399050	-20.23%	4,232
2013.....	9.652965	10.529677	9.08%	4,232
2012*.....	10.000000	9.652965	-3.47%	1,219

No Additional Contract Options Elected Total - 1.10%
Variable account charges of the daily net assets of the variable account - 1.10%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019.....	5.500914	6.086116	10.64%	5,257
2018.....	7.755528	5.500914	-29.07%	6,984
2017.....	7.977002	7.755528	-2.78%	7,156
2016.....	5.612326	7.977002	42.13%	24,691
2015.....	8.526767	5.612326	-34.18%	24,691
2014.....	10.657673	8.526767	-19.99%	34,579
2013.....	9.749237	10.657673	9.32%	34,579
2012*.....	10.000000	9.749237	-2.51%	36,895
Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A - Q/NQ				
2019*.....	10.000000	10.809124	8.09%	0
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019.....	21.483303	26.522456	23.46%	46,674
2018.....	21.442881	21.483303	0.19%	0
2018.....	21.442881	21.483303	0.19%	45,935
2017.....	17.226288	21.442881	24.48%	53,991
2016.....	16.165097	17.226288	6.56%	59,701
2015.....	16.830018	16.165097	-3.95%	63,666
2014.....	17.342844	16.830018	-2.96%	0
2014.....	17.342844	16.830018	-2.96%	76,803
2013.....	11.672517	17.342844	48.58%	76,583
2012.....	10.941426	11.672517	6.68%	75,876
2011.....	11.595904	10.941426	-5.64%	0
2010.....	9.248681	11.595904	25.38%	58,940

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2019.....	10.146744	11.278113	11.15%	0
2018.....	11.356879	10.146744	-10.66%	0
2017.....	10.298511	11.356879	10.28%	0
2016.....	10.328814	10.298511	-0.29%	0
2015.....	10.850095	10.328814	-4.80%	0
2014.....	10.795314	10.850095	0.51%	0
2013.....	9.999333	10.795314	7.96%	0
2012*.....	10.000000	9.999333	-0.01%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Growth and Income Portfolio: Class B - Q/NQ				
2019.....	18.638759	22.221879	19.22%	0
2018.....	20.528773	18.638759	-9.21%	0
2017.....	17.944639	20.528773	14.40%	0
2016.....	16.749016	17.944639	7.14%	0
2015.....	17.121224	16.749016	-2.17%	0
2014.....	16.242409	17.121224	5.41%	0
2013.....	12.511698	16.242409	29.82%	0
2012.....	11.065127	12.511698	13.07%	0
2011.....	10.815004	11.065127	2.31%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ				
2019.....	7.541464	8.494985	12.64%	0
2018*.....	10.000000	7.541464	-24.59%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2019.....	24.363086	28.174992	15.65%	0
2018.....	29.827862	24.363086	-18.32%	0
2017.....	27.401233	29.827862	8.86%	0
2016.....	22.763160	27.401233	20.38%	0
2015.....	25.026247	22.763160	-9.04%	0
2014.....	23.816798	25.026247	5.08%	0
2013.....	17.940770	23.816798	32.75%	0
2012.....	15.702525	17.940770	14.25%	0
2011.....	17.815678	15.702525	-11.86%	0
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2019.....	9.292812	9.760859	5.04%	0
2018.....	9.916317	9.292812	-6.29%	0
2017.....	9.916180	9.916317	0.00%	0
2016.....	9.848082	9.916180	0.69%	0
2015.....	10.469054	9.848082	-5.93%	0
2014.....	10.507667	10.469054	-0.37%	0
2013.....	11.903906	10.507667	-11.73%	0
2012.....	11.494171	11.903906	3.56%	0
2011.....	10.663490	11.494171	7.79%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class II - Q/NQ				
2019.....	18.057809	21.553046	19.36%	0
2018.....	20.177979	18.057809	-10.51%	0
2017.....	17.388722	20.177979	16.04%	0
2016.....	15.924765	17.388722	9.19%	0
2015.....	17.555359	15.924765	-9.29%	0
2014.....	16.203316	17.555359	8.34%	0
2013.....	12.399506	16.203316	30.68%	0
2012.....	11.232929	12.399506	10.39%	0
2011.....	11.322021	11.232929	-0.79%	0
American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ				
2019.....	19.241457	23.939278	24.42%	0
2018.....	22.925754	19.241457	-16.07%	0
2017.....	21.321854	22.925754	7.52%	0
2016.....	18.012237	21.321854	18.37%	0
2015.....	18.975035	18.012237	-5.07%	0
2014.....	16.924913	18.975035	12.11%	0
2013.....	13.508454	16.924913	25.29%	0
2012.....	12.051216	13.508454	12.09%	0
2011.....	12.600125	12.051216	-4.36%	0
BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2019.....	9.556798	10.587484	10.78%	0
2018.....	10.205280	9.556798	-6.35%	0
2017.....	9.880475	10.205280	3.29%	0
2016.....	9.079266	9.880475	8.82%	0
2015*.....	10.000000	9.079266	-9.21%	0
BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2019.....	9.085459	9.564479	5.27%	0
2018.....	9.490210	9.085459	-4.26%	0
2017.....	9.532896	9.490210	-0.45%	0
2016.....	9.645591	9.532896	-1.17%	0
2015*.....	10.000000	9.645591	-3.54%	0
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2019.....	10.801794	13.279423	22.94%	0
2018.....	12.099072	10.801794	-10.72%	0
2017.....	10.767381	12.099072	12.37%	0
2016.....	9.617938	10.767381	11.95%	0
2015*.....	10.000000	9.617938	-3.82%	0

Maximum Additional Contract Options Elected Total - 3.55%
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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2019.....	12.578664	14.286316	13.58%	0
2018.....	14.114089	12.578664	-10.88%	0
2017.....	12.867999	14.114089	9.68%	0
2016.....	12.851280	12.867999	0.13%	0
2015.....	13.459135	12.851280	-4.52%	0
2014.....	13.690058	13.459135	-1.69%	0
2013.....	12.405470	13.690058	10.36%	0
2012.....	11.697297	12.405470	6.05%	0
2011.....	12.585068	11.697297	-7.05%	0
BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2019.....	10.108004	11.684840	15.60%	0
2018.....	12.432553	10.108004	-18.70%	0
2017.....	11.203618	12.432553	10.97%	0
2016.....	10.082070	11.203618	11.12%	0
2015.....	10.723034	10.082070	-5.98%	0
2014*.....	10.000000	10.723034	7.23%	0
BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2019.....	26.810029	31.602271	17.87%	0
2018.....	30.544489	26.810029	-12.23%	0
2017.....	28.171186	30.544489	8.42%	0
2016.....	23.228679	28.171186	21.28%	0
2015.....	24.658221	23.228679	-5.80%	0
2014.....	24.320289	24.658221	1.39%	0
2013.....	17.919007	24.320289	35.72%	0
2012.....	16.052979	17.919007	11.62%	0
2011.....	16.549531	16.052979	-3.00%	0
BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ				
2019.....	19.856653	24.970340	25.75%	0
2018.....	21.642563	19.856653	-8.25%	0
2017.....	18.510062	21.642563	16.92%	0
2016.....	17.219244	18.510062	7.50%	0
2015.....	17.699352	17.219244	-2.71%	0
2014.....	16.224625	17.699352	9.09%	0
2013.....	12.772031	16.224625	27.03%	0
2012.....	11.468506	12.772031	11.37%	0
2011.....	11.700137	11.468506	-1.98%	0
BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ				
2019.....	17.288752	22.606189	30.76%	0
2018.....	19.299784	17.288752	-10.42%	0
2017.....	15.752923	19.299784	22.52%	0
2016.....	15.172799	15.752923	3.82%	0
2015.....	16.170150	15.172799	-6.17%	0
2014.....	15.548371	16.170150	4.00%	0
2013.....	13.341849	15.548371	16.54%	0
2012.....	12.560667	13.341849	6.22%	0
2011.....	11.975312	12.560667	4.89%	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 Variable Investment Fund - Opportunistic Small Cap Portfolio: Service Shares - Q/NQ				
2019.....	14.288649	16.743238	17.18%	0
2018.....	18.359145	14.288649	-22.17%	0
2017.....	15.303158	18.359145	19.97%	0
2016.....	13.584073	15.303158	12.66%	0
2015.....	14.448579	13.584073	-5.98%	0
2014.....	14.785142	14.448579	-2.28%	0
2013.....	10.341988	14.785142	42.96%	0
2012.....	8.918482	10.341988	15.96%	0
2011.....	10.758899	8.918482	-17.11%	0
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2019.....	9.306016	10.458780	12.39%	0
2018.....	10.052457	9.306016	-7.43%	0
2017*.....	10.000000	10.052457	0.52%	0
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2019.....	12.087477	14.890148	23.19%	0
2018.....	15.092503	12.087477	-19.91%	0
2017.....	14.000170	15.092503	7.80%	0
2016.....	11.072014	14.000170	26.45%	0
2015.....	12.272779	11.072014	-9.78%	0
2014.....	12.047668	12.272779	1.87%	0
2013*.....	10.000000	12.047668	20.48%	0
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2019.....	9.415651	9.724254	3.28%	0
2018.....	9.772534	9.415651	-3.65%	0
2017.....	9.794070	9.772534	-0.22%	0
2016.....	9.319823	9.794070	5.09%	0
2015.....	9.759688	9.319823	-4.51%	0
2014*.....	10.000000	9.759688	-2.40%	0
Federated Hermes Insurance Series - Federated Hermes Managed Volatility Fund II: Service Shares - Q/NQ				
2019.....	8.976829	10.382508	15.66%	0
2018*.....	10.000000	8.976829	-10.23%	0
Federated Hermes Insurance Series - Federated Hermes Quality Bond Fund II: Service Shares - Q/NQ				
2019.....	9.770880	10.288184	5.29%	0
2018.....	10.212542	9.770880	-4.32%	0
2017.....	10.204737	10.212542	0.08%	0
2016.....	10.218391	10.204737	-0.13%	0
2015.....	10.641279	10.218391	-3.97%	0
2014.....	10.658520	10.641279	-0.16%	0
2013.....	10.968533	10.658520	-2.83%	0
2012.....	10.391633	10.968533	5.55%	0
2011.....	10.562804	10.391633	-1.62%	0
Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ				
2019.....	8.118654	10.116503	24.61%	0
2018*.....	10.000000	8.118654	-18.81%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ				
2019.....	12.105425	13.514662	11.64%	0
2018.....	13.112388	12.105425	-7.68%	0
2017.....	12.051307	13.112388	8.80%	0
2016.....	11.872648	12.051307	1.50%	0
2015.....	12.375327	11.872648	-4.06%	0
2014.....	12.312344	12.375327	0.51%	0
2013.....	11.277235	12.312344	9.18%	0
2012.....	10.479437	11.277235	7.61%	0
2011.....	10.910924	10.479437	-3.95%	0
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ				
2019.....	12.769453	14.764559	15.62%	0
2018.....	14.099190	12.769453	-9.43%	0
2017.....	12.572163	14.099190	12.15%	0
2016.....	12.318757	12.572163	2.06%	0
2015.....	12.831133	12.318757	-3.99%	0
2014.....	12.718941	12.831133	0.88%	0
2013.....	11.403930	12.718941	11.53%	0
2012.....	10.457748	11.403930	9.05%	0
2011.....	10.978145	10.457748	-4.74%	0
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ				
2019.....	13.605628	16.286928	19.71%	0
2018.....	15.345456	13.605628	-11.34%	0
2017.....	13.180742	15.345456	16.42%	0
2016.....	12.845735	13.180742	2.61%	0
2015.....	13.389550	12.845735	-4.06%	0
2014.....	13.253742	13.389550	1.02%	0
2013.....	11.318267	13.253742	17.10%	0
2012.....	10.188939	11.318267	11.08%	0
2011.....	10.870791	10.188939	-6.27%	0
Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2019.....	10.607477	12.698235	19.71%	0
2018.....	11.511427	10.607477	-7.85%	0
2017.....	10.277410	11.511427	12.01%	0
2016*.....	10.000000	10.277410	2.77%	0
Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ				
2019.....	22.956274	29.066228	26.62%	0
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2019.....	9.342404	9.896102	5.93%	0
2018.....	12.878205	9.342404	-27.46%	0
2017.....	13.731983	12.878205	-6.22%	0
2016.....	10.663293	13.731983	28.78%	0
2015.....	13.951443	10.663293	-23.57%	0
2014.....	16.582626	13.951443	-15.87%	0
2013.....	13.848880	16.582626	19.74%	0
2012.....	13.710784	13.848880	1.01%	0
2011.....	14.994221	13.710784	-8.56%	0

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Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ				
2019.....	16.659452	20.423797	22.60%	0
2018.....	18.889019	16.659452	-11.80%	0
2017.....	17.383059	18.889019	8.66%	0
2016.....	15.309721	17.383059	13.54%	0
2015.....	16.575894	15.309721	-7.64%	0
2014.....	15.842622	16.575894	4.63%	0
2013.....	12.849664	15.842622	23.29%	0
2012.....	11.382386	12.849664	12.89%	0
2011.....	11.723744	11.382386	-2.91%	0
Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2019.....	10.925157	13.664987	25.08%	0
2018.....	12.476660	10.925157	-12.44%	0
2017.....	11.091847	12.476660	12.48%	0
2016*.....	10.000000	11.091847	10.92%	0
Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ				
2019.....	21.810808	28.184228	29.22%	0
2018.....	22.716613	21.810808	-3.99%	0
2017.....	17.467948	22.716613	30.05%	0
2016.....	18.010078	17.467948	-3.01%	0
2015.....	17.466983	18.010078	3.11%	0
2014.....	16.313289	17.466983	7.07%	0
2013.....	12.436225	16.313289	31.18%	0
2012.....	11.271528	12.436225	10.33%	0
2011.....	11.689317	11.271528	-3.57%	0
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ				
2019.....	9.984236	10.535468	5.52%	0
2018.....	10.435933	9.984236	-4.33%	0
2017.....	10.403640	10.435933	0.31%	0
2016.....	10.323224	10.403640	0.78%	0
2015.....	10.794960	10.323224	-4.37%	0
2014.....	10.596949	10.794960	1.87%	0
2013.....	11.219020	10.596949	-5.54%	0
2012.....	11.015693	11.219020	1.85%	0
2011.....	10.669350	11.015693	3.25%	0
Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ				
2019.....	27.501479	32.671785	18.80%	0
2018.....	33.463654	27.501479	-17.82%	0
2017.....	28.780608	33.463654	16.27%	0
2016.....	26.658378	28.780608	7.96%	0
2015.....	28.097430	26.658378	-5.12%	0
2014.....	27.474574	28.097430	2.27%	0
2013.....	20.965041	27.474574	31.05%	0
2012.....	18.975221	20.965041	10.49%	0
2011.....	22.067530	18.975221	-14.01%	0

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Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ				
2019.....	15.787769	19.415109	22.98%	0
2018.....	19.274828	15.787769	-18.09%	0
2017.....	15.372049	19.274828	25.39%	0
2016.....	16.822608	15.372049	-8.62%	0
2015.....	16.885336	16.822608	-0.37%	0
2014.....	19.091049	16.885336	-11.55%	0
2013.....	15.206029	19.091049	25.55%	0
2012.....	13.097782	15.206029	16.10%	0
2011.....	16.428139	13.097782	-20.27%	0
Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class 2 - Q/NQ				
2019.....	19.469610	25.182010	29.34%	0
2018.....	24.473227	19.469610	-20.45%	0
2017.....	21.304880	24.473227	14.87%	0
2016.....	20.212788	21.304880	5.40%	0
2015.....	21.647597	20.212788	-6.63%	0
2014.....	21.072023	21.647597	2.73%	0
2013.....	16.781725	21.072023	25.57%	0
2012.....	13.694409	16.781725	22.54%	0
2011.....	15.608359	13.694409	-12.26%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ				
2019.....	10.091198	11.665926	15.60%	0
2018.....	11.582440	10.091198	-12.88%	0
2017.....	10.722953	11.582440	8.02%	0
2016.....	9.821896	10.722953	9.17%	0
2015.....	10.858193	9.821896	-9.54%	0
2014.....	10.946141	10.858193	-0.80%	0
2013.....	9.169220	10.946141	19.38%	0
2012.....	8.243519	9.169220	11.23%	0
2011.....	8.680191	8.243519	-5.03%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2019.....	12.099553	13.544178	11.94%	0
2018.....	13.111819	12.099553	-7.72%	0
2017.....	12.394046	13.111819	5.79%	0
2016.....	11.268579	12.394046	9.99%	0
2015.....	12.570224	11.268579	-10.35%	0
2014.....	12.457890	12.570224	0.90%	0
2013.....	11.335925	12.457890	9.90%	0
2012.....	10.433989	11.335925	8.64%	0
2011.....	10.565247	10.433989	-1.24%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Franklin Rising Dividends VIP Fund: Class 2 - Q/NQ				
2019.....	20.162055	25.130931	24.64%	0
2018.....	22.026508	20.162055	-8.46%	0
2017.....	18.940596	22.026508	16.29%	0
2016.....	16.921105	18.940596	11.93%	0
2015.....	18.208227	16.921105	-7.07%	0
2014.....	17.363758	18.208227	4.86%	0
2013.....	13.881283	17.363758	25.09%	0
2012.....	12.855659	13.881283	7.98%	0
2011.....	12.573478	12.855659	2.24%	0
Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2019.....	23.420770	28.541334	21.86%	0
2018.....	27.878049	23.420770	-15.99%	0
2017.....	26.118942	27.878049	6.73%	0
2016.....	20.798546	26.118942	25.58%	0
2015.....	23.284366	20.798546	-10.68%	0
2014.....	24.004637	23.284366	-3.00%	0
2013.....	18.267715	24.004637	31.40%	0
2012.....	15.999578	18.267715	14.18%	0
2011.....	17.235518	15.999578	-7.17%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2 - Q/NQ				
2019.....	8.890581	10.864275	22.20%	0
2018.....	10.949452	8.890581	-18.80%	0
2017.....	8.084141	10.949452	35.44%	0
2016.....	7.136034	8.084141	13.29%	0
2015.....	9.203153	7.136034	-22.46%	0
2014*.....	10.000000	9.203153	-7.97%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2019.....	13.925749	15.114251	8.53%	0
2018.....	17.078898	13.925749	-18.46%	0
2017.....	15.172704	17.078898	12.56%	0
2016.....	14.676538	15.172704	3.38%	0
2015.....	16.273690	14.676538	-9.81%	0
2014.....	18.986631	16.273690	-14.29%	0
2013.....	16.007907	18.986631	18.61%	0
2012.....	14.038763	16.007907	14.03%	0
2011.....	16.286963	14.038763	-13.80%	0
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2019.....	8.718802	8.578549	-1.61%	0
2018.....	8.869684	8.718802	-1.70%	0
2017.....	9.021500	8.869684	-1.68%	0
2016.....	9.085625	9.021500	-0.71%	0
2015.....	9.843926	9.085625	-7.70%	0
2014*.....	10.000000	9.843926	-1.56%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2019.....	10.172848	10.982932	7.96%	0
2018.....	11.027626	10.172848	-7.75%	0
2017.....	10.107055	11.027626	9.11%	0
2016.....	10.042368	10.107055	0.64%	0
2015.....	11.055217	10.042368	-9.16%	0
2014.....	11.027048	11.055217	0.26%	0
2013.....	10.067022	11.027048	9.54%	0
2012*.....	10.000000	10.067022	0.67%	0
Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ				
2019.....	9.261827	9.721136	4.96%	0
2018*.....	10.000000	9.261827	-7.38%	0
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2019.....	8.501765	8.611050	1.29%	0
2018.....	9.287787	8.501765	-8.46%	0
2017.....	9.287376	9.287787	0.00%	0
2016.....	9.675064	9.287376	-4.01%	0
2015.....	9.849082	9.675064	-1.77%	0
2014.....	9.756948	9.849082	0.94%	0
2013*.....	10.000000	9.756948	-2.43%	0
Invesco - Invesco V.I. American Franchise Fund: Series II Shares - Q/NQ				
2019.....	15.082039	19.845670	31.58%	0
2018.....	16.273673	15.082039	-7.32%	0
2017.....	13.281069	16.273673	22.53%	0
2016.....	13.496305	13.281069	-1.59%	0
2015.....	13.358569	13.496305	1.03%	0
2014.....	12.804327	13.358569	4.33%	0
2013.....	9.496241	12.804327	34.84%	0
2012*.....	10.000000	9.496241	-5.04%	0
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2019.....	11.598513	13.987685	20.60%	0
2018.....	13.606363	11.598513	-14.76%	0
2017.....	12.302838	13.606363	10.60%	0
2016.....	11.270837	12.302838	9.16%	0
2015.....	12.208391	11.270837	-7.68%	0
2014.....	12.151170	12.208391	0.47%	0
2013.....	9.806766	12.151170	23.91%	0
2012*.....	10.000000	9.806766	-1.93%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ				
2019.....	23.066527	29.245712	26.79%	0
2018.....	27.620337	23.066527	-16.49%	0
2017.....	21.004482	27.620337	31.50%	0
2016.....	21.809767	21.004482	-3.69%	0
2015.....	21.811603	21.809767	-0.01%	0
2014.....	22.158911	21.811603	-1.57%	0
2013.....	18.091058	22.158911	22.49%	0
2012.....	15.509088	18.091058	16.65%	0
2011.....	17.578003	15.509088	-11.77%	0
Invesco Oppenheimer V.I. Global Strategic Income Fund: Series II - Q/NQ				
2019.....	8.716601	9.298906	6.68%	0
2018.....	9.469118	8.716601	-7.95%	0
2017.....	9.257787	9.469118	2.28%	0
2016.....	9.031722	9.257787	2.50%	0
2015.....	9.603516	9.031722	-5.95%	0
2014.....	9.714945	9.603516	-1.15%	0
2013.....	10.109660	9.714945	-3.90%	0
2012*.....	10.000000	10.109660	1.10%	0
Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ				
2019.....	7.854679	9.693521	23.41%	0
2018.....	10.125375	7.854679	-22.43%	0
2017.....	8.301471	10.125375	21.97%	0
2016.....	8.846394	8.301471	-6.16%	0
2015.....	8.895763	8.846394	-0.55%	0
2014*.....	10.000000	8.895763	-11.04%	0
Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ				
2019.....	18.052056	22.937320	27.06%	0
2018.....	20.369987	18.052056	-11.38%	0
2017.....	18.105354	20.369987	12.51%	0
2016.....	16.864360	18.105354	7.36%	0
2015.....	16.958242	16.864360	-0.55%	0
2014.....	15.925987	16.958242	6.48%	0
2013.....	12.562340	15.925987	26.78%	0
2012.....	11.170376	12.562340	12.46%	0
2011.....	11.617214	11.170376	-3.85%	0
Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ				
2019.....	24.636262	29.971629	21.66%	0
2018.....	28.558477	24.636262	-13.73%	0
2017.....	25.990935	28.558477	9.88%	0
2016.....	22.898045	25.990935	13.51%	0
2015.....	25.281686	22.898045	-9.43%	0
2014.....	23.476145	25.281686	7.69%	0
2013.....	17.308271	23.476145	35.64%	0
2012.....	15.251762	17.308271	13.48%	0
2011.....	16.198068	15.251762	-5.84%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2019.....	12.004299	14.099738	17.46%	0
2018.....	13.164832	12.004299	-8.82%	0
2017.....	11.539252	13.164832	14.09%	0
2016.....	12.278172	11.539252	-6.02%	0
2015.....	13.889613	12.278172	-11.60%	0
2014.....	15.201498	13.889613	-8.63%	0
2013.....	12.595286	15.201498	20.69%	0
2012.....	10.958473	12.595286	14.94%	0
2011.....	12.243398	10.958473	-10.49%	0
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2019.....	10.951604	11.745185	7.25%	0
2018.....	11.602343	10.951604	-5.61%	0
2017.....	11.275090	11.602343	2.90%	0
2016.....	10.060336	11.275090	12.07%	0
2015.....	11.156445	10.060336	-9.82%	0
2014.....	11.350845	11.156445	-1.71%	0
2013.....	10.650284	11.350845	6.58%	0
2012*.....	10.000000	10.650284	6.50%	0
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2019.....	14.185312	18.872870	33.05%	0
2018.....	14.719133	14.185312	-3.63%	0
2017.....	12.024841	14.719133	22.41%	0
2016.....	11.747786	12.024841	2.36%	0
2015.....	12.927553	11.747786	-9.13%	0
2014.....	12.425582	12.927553	4.04%	0
2013.....	9.914467	12.425582	25.33%	0
2012*.....	10.000000	9.914467	-0.86%	0
Janus Aspen Series - Janus Henderson Balanced Portfolio: Service Shares - Q/NQ				
2019.....	18.763212	22.128103	17.93%	0
2018.....	19.374226	18.763212	-3.15%	0
2017.....	17.001722	19.374226	13.95%	0
2016.....	16.895251	17.001722	0.63%	0
2015.....	17.445546	16.895251	-3.15%	0
2014.....	16.710917	17.445546	4.40%	0
2013.....	14.461908	16.710917	15.55%	0
2012.....	13.226419	14.461908	9.34%	0
2011.....	13.528823	13.226419	-2.24%	0
Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ				
2019.....	9.016995	9.503799	5.40%	0
2018.....	9.472614	9.016995	-4.81%	0
2017.....	9.501705	9.472614	-0.31%	0
2016.....	9.636353	9.501705	-1.40%	0
2015*.....	10.000000	9.636353	-3.64%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ				
2019.....	28.276631	37.323676	31.99%	0
2018.....	28.828083	28.276631	-1.91%	0
2017.....	22.989490	28.828083	25.40%	0
2016.....	23.379187	22.989490	-1.67%	0
2015.....	21.654630	23.379187	7.96%	0
2014.....	20.698900	21.654630	4.62%	0
2013.....	16.396226	20.698900	26.24%	0
2012.....	13.726048	16.396226	19.45%	0
2011.....	15.291830	13.726048	-10.24%	0
Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ				
2019.....	20.362369	28.442317	39.68%	0
2018.....	20.926088	20.362369	-2.69%	0
2017.....	14.969776	20.926088	39.79%	0
2016.....	13.630933	14.969776	9.82%	0
2015.....	13.505241	13.630933	0.93%	0
2014.....	12.805261	13.505241	5.47%	0
2013.....	9.805848	12.805261	30.59%	0
2012*.....	10.000000	9.805848	-1.94%	0
Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ				
2019.....	17.748415	21.690246	22.21%	0
2018.....	21.688846	17.748415	-18.17%	0
2017.....	17.189207	21.688846	26.18%	0
2016.....	19.101578	17.189207	-10.01%	0
2015.....	21.717406	19.101578	-12.04%	0
2014.....	25.617497	21.717406	-15.22%	0
2013.....	23.240941	25.617497	10.23%	0
2012.....	21.292213	23.240941	9.15%	0
2011.....	32.626371	21.292213	-34.74%	0
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2019.....	8.097154	9.226534	13.95%	0
2018.....	10.310469	8.097154	-21.47%	0
2017.....	8.361780	10.310469	23.30%	0
2016.....	7.177103	8.361780	16.51%	0
2015.....	9.308559	7.177103	-22.90%	0
2014*.....	10.000000	9.308559	-6.91%	0
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2019.....	9.393017	9.821497	4.56%	0
2018.....	9.841741	9.393017	-4.56%	0
2017.....	9.823393	9.841741	0.19%	0
2016*.....	10.000000	9.823393	-1.77%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2019.....	14.001789	19.079077	36.26%	0
2018.....	14.774058	14.001789	-5.23%	0
2017.....	12.123620	14.774058	21.86%	0
2016.....	11.552127	12.123620	4.95%	0
2015.....	12.240076	11.552127	-5.62%	0
2014.....	13.718999	12.240076	-10.78%	0
2013.....	10.071992	13.718999	36.21%	0
2012*.....	10.000000	10.071992	0.72%	0
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2019.....	20.794813	25.974650	24.91%	0
2018.....	24.056438	20.794813	-13.56%	0
2017.....	21.252068	24.056438	13.20%	0
2016.....	19.364359	21.252068	9.75%	0
2015.....	20.266433	19.364359	-4.45%	0
2014.....	19.067024	20.266433	6.29%	0
2013.....	14.578838	19.067024	30.79%	0
2012.....	13.044835	14.578838	11.76%	0
2011.....	13.587381	13.044835	-3.99%	0
MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ				
2019*.....	10.000000	10.691865	6.92%	0
MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ				
2019.....	14.730025	17.851826	21.19%	0
2018.....	16.921045	14.730025	-12.95%	0
2017.....	13.832069	16.921045	22.33%	0
2016.....	13.809198	13.832069	0.17%	0
2015.....	13.466301	13.809198	2.55%	0
2014.....	13.805583	13.466301	-2.46%	0
2013.....	11.214291	13.805583	23.11%	0
2012.....	10.030050	11.214291	11.81%	0
2011.....	10.586715	10.030050	-5.26%	0
MFS® Variable Insurance Trust II - MFS Massachusetts Investors Growth Stock Portfolio: Service Class - Q/NQ				
2019.....	11.707957	15.762505	34.63%	0
2018.....	12.071962	11.707957	-3.02%	0
2017.....	9.769418	12.071962	23.57%	0
2016.....	9.568968	9.769418	2.09%	0
2015*.....	10.000000	9.568968	-4.31%	0
Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class II - Q/NQ				
2019.....	9.698483	10.346784	6.68%	0
2018.....	10.149896	9.698483	-4.45%	0
2017.....	9.936660	10.149896	2.15%	0
2016.....	9.731097	9.936660	2.11%	0
2015.....	10.173970	9.731097	-4.35%	0
2014.....	9.806494	10.173970	3.75%	0
2013.....	10.226802	9.806494	-4.11%	0
2012.....	9.711367	10.226802	5.31%	0
2011.....	9.551660	9.711367	1.67%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II - Q/NQ				
2019.....	15.075196	16.600399	10.12%	0
2018.....	16.818127	15.075196	-10.36%	0
2017.....	15.910209	16.818127	5.71%	0
2016.....	14.915861	15.910209	6.67%	0
2015.....	15.648938	14.915861	-4.68%	0
2014.....	15.769193	15.648938	-0.76%	0
2013.....	17.918882	15.769193	-12.00%	0
2012.....	15.762230	17.918882	13.68%	0
2011.....	15.288312	15.762230	3.10%	0
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2019.....	8.661494	10.682139	23.33%	0
2018.....	9.751537	8.661494	-11.18%	0
2017.....	8.982556	9.751537	8.56%	0
2016.....	8.099806	8.982556	10.90%	0
2015*.....	10.000000	8.099806	-19.00%	0
Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ				
2019.....	14.861744	17.774467	19.60%	0
2018.....	16.604607	14.861744	-10.50%	0
2017.....	14.647720	16.604607	13.36%	0
2016.....	13.679929	14.647720	7.07%	0
2015.....	15.278679	13.679929	-10.46%	0
2014.....	16.175086	15.278679	-5.54%	0
2013.....	12.712281	16.175086	27.24%	0
2012.....	10.749066	12.712281	18.26%	0
2011.....	11.246344	10.749066	-4.42%	0
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2019.....	12.599284	14.677611	16.50%	0
2018.....	13.750398	12.599284	-8.37%	0
2017.....	12.310640	13.750398	11.70%	0
2016.....	11.708678	12.310640	5.14%	0
2015.....	12.021350	11.708678	-2.60%	0
2014.....	11.871396	12.021350	1.26%	0
2013.....	9.983511	11.871396	18.91%	0
2012.....	8.945811	9.983511	11.60%	0
2011.....	9.188972	8.945811	-2.65%	0
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2019.....	8.730242	9.176779	5.11%	0
2018.....	9.151609	8.730242	-4.60%	0
2017.....	9.192259	9.151609	-0.44%	0
2016.....	9.283600	9.192259	-0.98%	0
2015.....	9.647612	9.283600	-3.77%	0
2014.....	9.528304	9.647612	1.25%	0
2013.....	10.140027	9.528304	-6.03%	0
2012.....	10.016689	10.140027	1.23%	0
2011.....	9.822078	10.016689	1.98%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2019.....	13.932791	18.112027	30.00%	0
2018.....	15.951866	13.932791	-12.66%	0
2017.....	12.626782	15.951866	26.33%	0
2016.....	13.065731	12.626782	-3.36%	0
2015.....	12.714738	13.065731	2.76%	0
2014.....	12.945144	12.714738	-1.78%	0
2013.....	10.433158	12.945144	24.08%	0
2012.....	8.860887	10.433158	17.74%	0
2011.....	10.129520	8.860887	-12.52%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2019.....	15.505530	19.484535	25.66%	0
2018.....	16.185865	15.505530	-4.20%	0
2017.....	13.129839	16.185865	23.28%	0
2016.....	12.480472	13.129839	5.20%	0
2015.....	12.158424	12.480472	2.65%	0
2014.....	11.664967	12.158424	4.23%	0
2013.....	9.331100	11.664967	25.01%	0
2012.....	8.241176	9.331100	13.23%	0
2011.....	8.964173	8.241176	-8.07%	0
Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2019.....	13.092616	15.869101	21.21%	0
2018.....	13.880678	13.092616	-5.68%	0
2017.....	11.802036	13.880678	17.61%	0
2016.....	11.013979	11.802036	7.16%	0
2015.....	11.296661	11.013979	-2.50%	0
2014.....	10.625691	11.296661	6.31%	0
2013.....	8.285088	10.625691	28.25%	0
2012.....	7.338546	8.285088	12.90%	0
2011.....	7.782093	7.338546	-5.70%	0
Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2019.....	10.929347	11.507934	5.29%	0
2018.....	11.606081	10.929347	-5.83%	0
2017.....	11.315574	11.606081	2.57%	0
2016.....	10.797226	11.315574	4.80%	0
2015.....	11.527904	10.797226	-6.34%	0
2014.....	11.505375	11.527904	0.20%	0
2013.....	12.064553	11.505375	-4.63%	0
2012.....	11.144484	12.064553	8.26%	0
2011.....	10.946263	11.144484	1.81%	0

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Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2019.....	18.587341	22.769187	22.50%	0
2018.....	20.829497	18.587341	-10.76%	0
2017.....	18.348193	20.829497	13.52%	0
2016.....	16.178453	18.348193	13.41%	0
2015.....	17.943248	16.178453	-9.84%	0
2014.....	17.079183	17.943248	5.06%	0
2013.....	13.087493	17.079183	30.50%	0
2012.....	11.483607	13.087493	13.97%	0
2011.....	12.216958	11.483607	-6.00%	0
Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2019.....	10.020885	11.109667	10.87%	0
2018.....	11.353705	10.020885	-11.74%	0
2017.....	9.938248	11.353705	14.24%	0
2016*.....	10.000000	9.938248	-0.62%	0
Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ				
2019.....	9.940289	10.218853	2.80%	0
2018*.....	10.000000	9.940289	-0.60%	0
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2019.....	14.515124	16.063647	10.67%	0
2018.....	15.517805	14.515124	-6.46%	0
2017.....	15.069072	15.517805	2.98%	0
2016.....	13.684779	15.069072	10.12%	0
2015.....	14.568452	13.684779	-6.07%	0
2014.....	14.729029	14.568452	-1.09%	0
2013.....	14.262434	14.729029	3.27%	0
2012.....	12.909448	14.262434	10.48%	0
2011.....	12.891261	12.909448	0.14%	0
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2019.....	12.984809	16.041453	23.54%	0
2018.....	14.175502	12.984809	-8.40%	0
2017.....	11.779005	14.175502	20.35%	0
2016.....	10.754689	11.779005	9.52%	0
2015.....	11.285186	10.754689	-4.70%	0
2014.....	10.980358	11.285186	2.78%	0
2013.....	7.931413	10.980358	38.44%	0
2012.....	7.038977	7.931413	12.68%	0
2011.....	8.260493	7.038977	-14.79%	0

Maximum Additional Contract Options Elected Total - 3.55%
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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ				
2019.....	8.153429	10.446458	28.12%	0
2018.....	10.146954	8.153429	-19.65%	0
2017.....	8.379382	10.146954	21.09%	0
2016.....	8.907136	8.379382	-5.93%	0
2015.....	9.295932	8.907136	-4.18%	0
2014.....	9.770272	9.295932	-4.85%	0
2013.....	8.366330	9.770272	16.78%	0
2012.....	7.509450	8.366330	11.41%	0
2011.....	8.614478	7.509450	-12.83%	0
Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ				
2019.....	18.427611	22.931802	24.44%	0
2018.....	19.163062	18.427611	-3.84%	0
2017.....	16.521296	19.163062	15.99%	0
2016.....	15.408309	16.521296	7.22%	0
2015.....	15.870455	15.408309	-2.91%	0
2014.....	14.715712	15.870455	7.85%	0
2013.....	11.665293	14.715712	26.15%	0
2012.....	10.624451	11.665293	9.80%	0
2011.....	10.973205	10.624451	-3.18%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ				
2019.....	10.848003	12.969932	19.56%	0
2018.....	12.604153	10.848003	-13.93%	0
2017.....	10.907096	12.604153	15.56%	0
2016.....	10.434670	10.907096	4.53%	0
2015.....	11.011961	10.434670	-5.24%	0
2014.....	10.925984	11.011961	0.79%	0
2013.....	8.749076	10.925984	24.88%	0
2012.....	7.810218	8.749076	12.02%	0
2011.....	8.648867	7.810218	-9.70%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ				
2019.....	10.387468	11.639731	12.06%	0
2018.....	11.488203	10.387468	-9.58%	0
2017.....	10.628825	11.488203	8.09%	0
2016.....	10.384601	10.628825	2.35%	0
2015.....	10.882165	10.384601	-4.57%	0
2014.....	10.817817	10.882165	0.59%	0
2013.....	9.782102	10.817817	10.59%	0
2012.....	9.132841	9.782102	7.11%	0
2011.....	9.597348	9.132841	-4.84%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ				
2019.....	10.808751	12.535195	15.97%	0
2018.....	12.204892	10.808751	-11.44%	0
2017.....	10.925789	12.204892	11.71%	0
2016.....	10.554040	10.925789	3.52%	0
2015.....	11.089932	10.554040	-4.83%	0
2014.....	10.982246	11.089932	0.98%	0
2013.....	9.391116	10.982246	16.94%	0
2012.....	8.568574	9.391116	9.60%	0
2011.....	9.200540	8.568574	-6.87%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ				
2019.....	9.550454	10.194369	6.74%	0
2018.....	10.168905	9.550454	-6.08%	0
2017.....	9.911853	10.168905	2.59%	0
2016.....	9.822531	9.911853	0.91%	0
2015.....	10.259407	9.822531	-4.26%	0
2014.....	10.293576	10.259407	-0.33%	0
2013.....	10.170730	10.293576	1.21%	0
2012.....	9.810365	10.170730	3.67%	0
2011.....	10.029047	9.810365	-2.18%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	9.809508	10.771967	9.81%	0
2018.....	10.939867	9.809508	-10.33%	0
2017.....	9.882078	10.939867	10.70%	0
2016.....	9.705444	9.882078	1.82%	0
2015.....	10.514243	9.705444	-7.69%	0
2014.....	10.660329	10.514243	-1.37%	0
2013*.....	10.000000	10.660329	6.60%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ				
2019.....	10.066883	11.206295	11.32%	0
2018.....	11.234246	10.066883	-10.39%	0
2017.....	9.887349	11.234246	13.62%	0
2016.....	9.650677	9.887349	2.45%	0
2015.....	10.518963	9.650677	-8.25%	0
2014.....	10.796745	10.518963	-2.57%	0
2013*.....	10.000000	10.796745	7.97%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ				
2019.....	10.642232	12.126933	13.95%	0
2018.....	11.878036	10.642232	-10.40%	0
2017.....	10.804552	11.878036	9.94%	0
2016.....	10.493890	10.804552	2.96%	0
2015.....	10.997415	10.493890	-4.58%	0
2014.....	10.903891	10.997415	0.86%	0
2013.....	9.596481	10.903891	13.62%	0
2012.....	8.855141	9.596481	8.37%	0
2011.....	9.399648	8.855141	-5.79%	0

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	10.807429	12.741152	17.89%	0
2018.....	12.384612	10.807429	-12.74%	0
2017.....	10.874103	12.384612	13.89%	0
2016.....	10.477798	10.874103	3.78%	0
2015.....	11.029828	10.477798	-5.00%	0
2014.....	10.936912	11.029828	0.85%	0
2013.....	9.124221	10.936912	19.87%	0
2012.....	8.256535	9.124221	10.51%	0
2011.....	8.979341	8.256535	-8.05%	0
Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ				
2019.....	10.187637	11.231309	10.24%	0
2018.....	11.093204	10.187637	-8.16%	0
2017.....	10.465694	11.093204	6.00%	0
2016.....	10.235871	10.465694	2.25%	0
2015.....	10.726945	10.235871	-4.58%	0
2014.....	10.685569	10.726945	0.39%	0
2013.....	9.959493	10.685569	7.29%	0
2012.....	9.384396	9.959493	6.13%	0
2011.....	9.755401	9.384396	-3.80%	0
Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ				
2019.....	11.348770	12.312663	8.49%	0
2018.....	13.959252	11.348770	-18.70%	0
2017.....	11.792315	13.959252	18.38%	0
2016.....	12.090389	11.792315	-2.47%	0
2015.....	13.044756	12.090389	-7.32%	0
2014.....	14.724731	13.044756	-11.41%	0
2013.....	12.712081	14.724731	15.83%	0
2012.....	11.024181	12.712081	15.31%	0
2011.....	13.051356	11.024181	-15.53%	0
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ				
2019.....	9.858006	10.335062	4.84%	0
2018.....	10.293699	9.858006	-4.23%	0
2017.....	10.243355	10.293699	0.49%	0
2016.....	10.113111	10.243355	1.29%	0
2015.....	10.578503	10.113111	-4.40%	0
2014.....	10.477599	10.578503	0.96%	0
2013.....	11.099559	10.477599	-5.60%	0
2012.....	10.707849	11.099559	3.66%	0
2011.....	10.448958	10.707849	2.48%	0

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Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2019.....	10.428510	11.023312	5.70%	0
2018.....	10.974027	10.428510	-4.97%	0
2017.....	10.963804	10.974027	0.09%	0
2016.....	10.999268	10.963804	-0.32%	0
2015.....	11.463444	10.999268	-4.05%	0
2014.....	11.332156	11.463444	1.16%	0
2013.....	11.995064	11.332156	-5.53%	0
2012.....	11.611177	11.995064	3.31%	0
2011.....	11.350866	11.611177	2.29%	0
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2019.....	9.559843	11.043059	15.52%	0
2018.....	11.038167	9.559843	-13.39%	0
2017.....	9.707036	11.038167	13.71%	0
2016.....	9.034472	9.707036	7.44%	0
2015*.....	10.000000	9.034472	-9.66%	0
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2019.....	9.452201	10.713344	13.34%	0
2018.....	10.633557	9.452201	-11.11%	0
2017.....	9.684198	10.633557	9.80%	0
2016.....	9.230199	9.684198	4.92%	0
2015*.....	10.000000	9.230199	-7.70%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ				
2019.....	20.526023	24.284527	18.31%	0
2018.....	25.850475	20.526023	-20.60%	0
2017.....	18.975950	25.850475	36.23%	0
2016.....	18.303428	18.975950	3.67%	0
2015.....	22.655464	18.303428	-19.21%	0
2014.....	24.917607	22.655464	-9.08%	0
2013.....	25.724572	24.917607	-3.14%	0
2012.....	22.799826	25.724572	12.83%	0
2011.....	30.539173	22.799826	-25.34%	0
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ				
2019.....	8.895769	9.117993	2.50%	0
2018.....	9.229455	8.895769	-3.62%	0
2017.....	9.372844	9.229455	-1.53%	0
2016.....	9.645307	9.372844	-2.82%	0
2015.....	10.011249	9.645307	-3.66%	0
2014.....	9.926181	10.011249	0.86%	0
2013.....	10.726623	9.926181	-7.46%	0
2012.....	10.792543	10.726623	-0.61%	0
2011.....	10.431755	10.792543	3.46%	0

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Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2019.....	6.713884	6.590905	-1.83%	0
2018.....	6.866875	6.713884	-2.23%	0
2017.....	7.089037	6.866875	-3.13%	0
2016.....	7.348681	7.089037	-3.53%	0
2015.....	7.619154	7.348681	-3.55%	0
2014.....	7.899590	7.619154	-3.55%	0
2013.....	8.190344	7.899590	-3.55%	0
2012.....	8.492641	8.190344	-3.56%	0
2011.....	8.804345	8.492641	-3.54%	0
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ				
2019.....	6.992661	8.020045	14.69%	0
2018.....	8.511568	6.992661	-17.85%	0
2017.....	6.943755	8.511568	22.58%	0
2016.....	7.153292	6.943755	-2.93%	0
2015.....	7.663515	7.153292	-6.66%	0
2014.....	8.003247	7.663515	-4.24%	0
2013.....	7.058106	8.003247	13.39%	0
2012.....	6.351372	7.058106	11.13%	0
2011.....	7.316448	6.351372	-13.19%	0
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2019.....	7.387853	8.636412	16.90%	0
2018.....	8.921838	7.387853	-17.19%	0
2017.....	7.431613	8.921838	20.05%	0
2016.....	7.664296	7.431613	-3.04%	0
2015.....	8.058425	7.664296	-4.89%	0
2014.....	8.906226	8.058425	-9.52%	0
2013.....	7.630594	8.906226	16.72%	0
2012.....	6.693108	7.630594	14.01%	0
2011.....	7.962317	6.693108	-15.94%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2019.....	17.757522	21.191882	19.34%	0
2018.....	20.204177	17.757522	-12.11%	0
2017.....	17.685981	20.204177	14.24%	0
2016.....	16.749222	17.685981	5.59%	0
2015.....	17.540871	16.749222	-4.51%	0
2014.....	17.322910	17.540871	1.26%	0
2013.....	14.114357	17.322910	22.73%	0
2012.....	12.626939	14.114357	11.78%	0
2011.....	13.626577	12.626939	-7.34%	0

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Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2019.....	13.239493	14.728562	11.25%	0
2018.....	14.429399	13.239493	-8.25%	0
2017.....	13.460607	14.429399	7.20%	0
2016.....	13.127255	13.460607	2.54%	0
2015.....	13.634136	13.127255	-3.72%	0
2014.....	13.516212	13.634136	0.87%	0
2013.....	12.355049	13.516212	9.40%	0
2012.....	11.711623	12.355049	5.49%	0
2011.....	12.035223	11.711623	-2.69%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2019.....	15.510008	17.942485	15.68%	0
2018.....	17.197052	15.510008	-9.81%	0
2017.....	15.528479	17.197052	10.75%	0
2016.....	14.941941	15.528479	3.93%	0
2015.....	15.574803	14.941941	-4.06%	0
2014.....	15.348137	15.574803	1.48%	0
2013.....	13.316797	15.348137	15.25%	0
2012.....	12.301184	13.316797	8.26%	0
2011.....	12.873473	12.301184	-4.45%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2019.....	10.116415	10.687467	5.64%	0
2018.....	10.683541	10.116415	-5.31%	0
2017.....	10.480075	10.683541	1.94%	0
2016.....	10.420413	10.480075	0.57%	0
2015.....	10.775460	10.420413	-3.29%	0
2014.....	10.753710	10.775460	0.20%	0
2013.....	10.635626	10.753710	1.11%	0
2012.....	10.485393	10.635626	1.43%	0
2011.....	10.560824	10.485393	-0.71%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2019.....	9.881200	10.769246	8.99%	0
2018.....	10.857858	9.881200	-8.99%	0
2017.....	9.871226	10.857858	10.00%	0
2016.....	9.680927	9.871226	1.97%	0
2015.....	10.373546	9.680927	-6.68%	0
2014.....	10.497587	10.373546	-1.18%	0
2013*.....	10.000000	10.497587	4.98%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2019.....	10.144672	11.276561	11.16%	0
2018.....	11.198253	10.144672	-9.41%	0
2017.....	9.925443	11.198253	12.82%	0
2016.....	9.620962	9.925443	3.16%	0
2015.....	10.385920	9.620962	-7.37%	0
2014.....	10.584722	10.385920	-1.88%	0
2013*.....	10.000000	10.584722	5.85%	0

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Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2019.....	14.143107	16.061732	13.57%	0
2018.....	15.549989	14.143107	-9.05%	0
2017.....	14.275222	15.549989	8.93%	0
2016.....	13.812494	14.275222	3.35%	0
2015.....	14.369029	13.812494	-3.87%	0
2014.....	14.164051	14.369029	1.45%	0
2013.....	12.591575	14.164051	12.49%	0
2012.....	11.782227	12.591575	6.87%	0
2011.....	12.219885	11.782227	-3.58%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2019.....	16.316224	19.172211	17.50%	0
2018.....	18.337270	16.316224	-11.02%	0
2017.....	16.292657	18.337270	12.55%	0
2016.....	15.570001	16.292657	4.64%	0
2015.....	16.261849	15.570001	-4.25%	0
2014.....	16.064116	16.261849	1.23%	0
2013.....	13.609627	16.064116	18.03%	0
2012.....	12.404774	13.609627	9.71%	0
2011.....	13.139888	12.404774	-5.59%	0
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2019.....	12.159497	13.309169	9.45%	0
2018.....	13.098464	12.159497	-7.17%	0
2017.....	12.433807	13.098464	5.35%	0
2016.....	12.194671	12.433807	1.96%	0
2015.....	12.647407	12.194671	-3.58%	0
2014.....	12.519558	12.647407	1.02%	0
2013.....	11.747411	12.519558	6.57%	0
2012.....	11.274390	11.747411	4.20%	0
2011.....	11.452163	11.274390	-1.55%	0
Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.313405	3.13%	0
Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ				
2019*.....	10.000000	10.609586	6.10%	0
Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ				
2019.....	14.180180	17.809842	25.60%	0
2018.....	15.215047	14.180180	-6.80%	0
2017.....	12.144438	15.215047	25.28%	0
2016.....	12.344494	12.144438	-1.62%	0
2015.....	12.410463	12.344494	-0.53%	0
2014.....	11.681727	12.410463	6.24%	0
2013.....	9.010548	11.681727	29.65%	0
2012.....	8.044524	9.010548	12.01%	0
2011.....	8.618588	8.044524	-6.66%	0

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Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2019.....	10.108055	11.598717	14.75%	0
2018.....	11.013170	10.108055	-8.22%	0
2017.....	9.712402	11.013170	13.39%	0
2016.....	9.275964	9.712402	4.71%	0
2015.....	9.838511	9.275964	-5.72%	0
2014*.....	10.000000	9.838511	-1.61%	0
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2019.....	11.343883	13.346413	17.65%	0
2018.....	12.074800	11.343883	-6.05%	0
2017.....	10.286029	12.074800	17.39%	0
2016.....	9.690113	10.286029	6.15%	0
2015.....	10.032636	9.690113	-3.41%	0
2014*.....	10.000000	10.032636	0.33%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ				
2019.....	23.095185	30.591641	32.46%	0
2018.....	24.325078	23.095185	-5.06%	0
2017.....	19.845425	24.325078	22.57%	0
2016.....	19.911821	19.845425	-0.33%	0
2015.....	19.694920	19.911821	1.10%	0
2014.....	18.809318	19.694920	4.71%	0
2013.....	14.309098	18.809318	31.45%	0
2012.....	12.528844	14.309098	14.21%	0
2011.....	13.321420	12.528844	-5.95%	0
Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ				
2019.....	19.314732	23.600055	22.19%	0
2018.....	22.125321	19.314732	-12.70%	0
2017.....	21.152371	22.125321	4.60%	0
2016.....	18.241525	21.152371	15.96%	0
2015.....	19.792244	18.241525	-7.83%	0
2014.....	18.168253	19.792244	8.94%	0
2013.....	14.305616	18.168253	27.00%	0
2012.....	12.961072	14.305616	10.37%	0
2011.....	13.372119	12.961072	-3.07%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2019.....	25.253745	30.605336	21.19%	0
2018.....	29.553480	25.253745	-14.55%	0
2017.....	26.462226	29.553480	11.68%	0
2016.....	22.805960	26.462226	16.03%	0
2015.....	24.260276	22.805960	-5.99%	0
2014.....	22.987728	24.260276	5.54%	0
2013.....	17.913285	22.987728	28.33%	0
2012.....	15.811381	17.913285	13.29%	0
2011.....	16.820233	15.811381	-6.00%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ				
2019.....	10.514838	11.790349	12.13%	0
2018.....	13.191073	10.514838	-20.29%	0
2017.....	11.160055	13.191073	18.20%	0
2016.....	11.020720	11.160055	1.26%	0
2015.....	12.071903	11.020720	-8.71%	0
2014.....	13.857487	12.071903	-12.89%	0
2013.....	11.868944	13.857487	16.75%	0
2012.....	10.514302	11.868944	12.88%	0
2011.....	13.041632	10.514302	-19.38%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2019.....	11.523487	13.904050	20.66%	0
2018.....	13.548068	11.523487	-14.94%	0
2017.....	12.281317	13.548068	10.31%	0
2016.....	10.971574	12.281317	11.94%	0
2015.....	11.780346	10.971574	-6.87%	0
2014.....	11.079083	11.780346	6.33%	0
2013.....	8.506866	11.079083	30.24%	0
2012.....	7.501142	8.506866	13.41%	0
2011.....	8.281299	7.501142	-9.42%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2019.....	14.612503	17.454666	19.45%	0
2018.....	17.449239	14.612503	-16.26%	0
2017.....	15.890388	17.449239	9.81%	0
2016.....	14.008784	15.890388	13.43%	0
2015.....	14.956084	14.008784	-6.33%	0
2014.....	13.251108	14.956084	12.87%	0
2013.....	10.125858	13.251108	30.86%	0
2012.....	9.024334	10.125858	12.21%	0
2011.....	9.578211	9.024334	-5.78%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ				
2019.....	17.214163	22.476888	30.57%	0
2018.....	19.449866	17.214163	-11.49%	0
2017.....	16.176456	19.449866	20.24%	0
2016.....	15.519574	16.176456	4.23%	0
2015.....	16.006138	15.519574	-3.04%	0
2014.....	16.184548	16.006138	-1.10%	0
2013.....	11.656580	16.184548	38.84%	0
2012.....	10.687342	11.656580	9.07%	0
2011.....	11.176197	10.687342	-4.37%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ				
2019.....	21.529931	24.646983	14.48%	0
2018.....	26.940603	21.529931	-20.08%	0
2017.....	25.681294	26.940603	4.90%	0
2016.....	21.194737	25.681294	21.17%	0
2015.....	23.449934	21.194737	-9.62%	0
2014.....	22.772448	23.449934	2.98%	0
2013.....	16.861332	22.772448	35.06%	0
2012.....	14.532459	16.861332	16.03%	0
2011.....	15.935416	14.532459	-8.80%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ				
2019.....	21.933261	26.518236	20.90%	0
2018.....	26.094637	21.933261	-15.95%	0
2017.....	23.897838	26.094637	9.19%	0
2016.....	20.217034	23.897838	18.21%	0
2015.....	21.366231	20.217034	-5.38%	0
2014.....	22.030319	21.366231	-3.01%	0
2013.....	16.250682	22.030319	35.57%	0
2012.....	14.623512	16.250682	11.13%	0
2011.....	16.094805	14.623512	-9.14%	0
Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ				
2019.....	13.729759	16.691625	21.57%	0
2018.....	15.126868	13.729759	-9.24%	0
2017.....	13.248872	15.126868	14.17%	0
2016.....	12.474112	13.248872	6.21%	0
2015.....	12.987607	12.474112	-3.95%	0
2014.....	12.184996	12.987607	6.59%	0
2013.....	9.117976	12.184996	33.64%	0
2012.....	8.488147	9.117976	7.42%	0
2011.....	9.097057	8.488147	-6.69%	0
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ				
2019.....	10.828560	13.624029	25.82%	0
2018.....	11.704422	10.828560	-7.48%	0
2017.....	11.431580	11.704422	2.39%	0
2016.....	11.057326	11.431580	3.38%	0
2015.....	12.152251	11.057326	-9.01%	0
2014.....	9.796695	12.152251	24.04%	0
2013.....	9.890258	9.796695	-0.95%	0
2012.....	8.872581	9.890258	11.47%	0
2011.....	8.666395	8.872581	2.38%	0
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2019.....	14.098889	17.792232	26.20%	0
2018.....	15.369966	14.098889	-8.27%	0
2017.....	13.144038	15.369966	16.93%	0
2016.....	12.232365	13.144038	7.45%	0
2015.....	12.564145	12.232365	-2.64%	0
2014.....	11.520034	12.564145	9.06%	0
2013*.....	10.000000	11.520034	15.20%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2019.....	8.186511	8.218634	0.39%	0
2018.....	8.420437	8.186511	-2.78%	0
2017.....	8.593801	8.420437	-2.02%	0
2016.....	8.692624	8.593801	-1.14%	0
2015.....	9.043443	8.692624	-3.88%	0
2014.....	9.330226	9.043443	-3.07%	0
2013.....	9.663465	9.330226	-3.45%	0
2012.....	9.679032	9.663465	-0.16%	0
2011.....	9.905720	9.679032	-2.29%	0
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2019.....	12.570768	15.150877	20.52%	0
2018.....	14.704376	12.570768	-14.51%	0
2017.....	13.350660	14.704376	10.14%	0
2016.....	11.450683	13.350660	16.59%	0
2015.....	12.481602	11.450683	-8.26%	0
2014.....	12.377684	12.481602	0.84%	0
2013*.....	10.000000	12.377684	23.78%	0
Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ				
2019.....	13.479958	17.790969	31.98%	0
2018.....	15.039211	13.479958	-10.37%	0
2017.....	12.226007	15.039211	23.01%	0
2016.....	11.951023	12.226007	2.30%	0
2015.....	12.433980	11.951023	-3.88%	0
2014.....	12.429384	12.433980	0.04%	0
2013.....	9.297253	12.429384	33.69%	0
2012.....	8.408832	9.297253	10.57%	0
2011.....	9.123864	8.408832	-7.84%	0
Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S - Q/NQ				
2019.....	24.028306	30.702981	27.78%	0
2018.....	26.667153	24.028306	-9.90%	0
2017.....	22.193976	26.667153	20.15%	0
2016.....	22.089310	22.193976	0.47%	0
2015.....	22.676896	22.089310	-2.59%	0
Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ				
2019.....	7.254452	7.254888	0.01%	0
2018.....	7.446924	7.254452	-2.58%	0
2017.....	7.652064	7.446924	-2.68%	0
2016.....	7.837366	7.652064	-2.36%	0
2015.....	8.110936	7.837366	-3.37%	0
2014.....	8.358488	8.110936	-2.96%	0
2013.....	8.613032	8.358488	-2.96%	0
2012.....	8.537704	8.613032	0.88%	0
2011.....	8.825607	8.537704	-3.26%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Neuberger Berman Advisers Management Trust - Sustainable Equity Portfolio: Class I - Q/NQ				
2019.....	20.289907	24.635377	21.42%	0
2018.....	22.319233	20.289907	-9.09%	0
2017.....	19.537414	22.319233	14.24%	0
2016.....	18.436249	19.537414	5.97%	0
2015.....	19.203885	18.436249	-4.00%	0
2014.....	18.037990	19.203885	6.46%	0
2013.....	13.590843	18.037990	32.72%	0
2012.....	12.698092	13.590843	7.03%	0
2011.....	13.582985	12.698092	-6.51%	0
PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2019.....	9.310032	10.034083	7.78%	0
2018.....	10.210883	9.310032	-8.82%	0
2017.....	9.336446	10.210883	9.37%	0
2016.....	8.572711	9.336446	8.91%	0
2015.....	9.787721	8.572711	-12.41%	0
2014.....	10.102060	9.787721	-3.11%	0
2013.....	10.462469	10.102060	-3.44%	0
2012*.....	10.000000	10.462469	4.62%	0
PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2019.....	9.546545	10.556794	10.58%	0
2018.....	10.401814	9.546545	-8.22%	0
2017.....	9.822907	10.401814	5.89%	0
2016.....	8.994932	9.822907	9.20%	0
2015.....	9.551932	8.994932	-5.83%	0
2014*.....	10.000000	9.551932	-4.48%	0
PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2019.....	9.174073	9.460485	3.12%	0
2018.....	9.917620	9.174073	-7.50%	0
2017.....	9.284925	9.917620	6.81%	0
2016.....	9.354137	9.284925	-0.74%	0
2015.....	10.448130	9.354137	-10.47%	0
2014.....	10.800167	10.448130	-3.26%	0
2013.....	11.984716	10.800167	-9.88%	0
2012.....	11.809143	11.984716	1.49%	0
2011.....	11.292208	11.809143	4.58%	0
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2019.....	9.062422	9.083673	0.23%	0
2018.....	9.375607	9.062422	-3.34%	0
2017.....	9.599524	9.375607	-2.33%	0
2016.....	9.823663	9.599524	-2.28%	0
2015.....	10.164012	9.823663	-3.35%	0
2014.....	10.459849	10.164012	-2.83%	0
2013.....	10.870085	10.459849	-3.77%	0
2012.....	10.658398	10.870085	1.99%	0
2011.....	10.939363	10.658398	-2.57%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2019.....	9.613161	9.521884	-0.95%	0
2018.....	9.828703	9.613161	-2.19%	0
2017.....	9.959863	9.828703	-1.32%	0
2016*.....	10.000000	9.959863	-0.40%	0
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2019.....	9.161063	9.564558	4.40%	0
2018.....	9.560839	9.161063	-4.18%	0
2017.....	9.456255	9.560839	1.11%	0
2016.....	9.556444	9.456255	-1.05%	0
2015.....	9.875038	9.556444	-3.23%	0
2014.....	9.828885	9.875038	0.47%	0
2013.....	10.404262	9.828885	-5.53%	0
2012.....	9.852234	10.404262	5.60%	0
2011*.....	10.000000	9.852234	-1.48%	0
Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB - Q/NQ				
2019.....	9.789254	12.312600	25.78%	0
2018.....	11.093433	9.789254	-11.76%	0
2017*.....	10.000000	11.093433	10.93%	0
Putnam Variable Trust - Putnam VT Growth Opportunities Fund: Class IB - Q/NQ				
2019.....	12.756311	16.824214	31.89%	0
2018.....	12.921098	12.756311	-1.28%	0
2017.....	10.232718	12.921098	26.27%	0
2016*.....	10.000000	10.232718	2.33%	0
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2019.....	12.181992	14.704984	20.71%	0
2018.....	15.618633	12.181992	-22.00%	0
2017.....	12.791517	15.618633	22.10%	0
2016.....	13.594608	12.791517	-5.91%	0
2015.....	14.075371	13.594608	-3.42%	0
2014.....	15.654667	14.075371	-10.09%	0
2013.....	12.673057	15.654667	23.53%	0
2012.....	10.778319	12.673057	17.58%	0
2011.....	13.452903	10.778319	-19.88%	0
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2019.....	28.639978	35.531840	24.06%	0
2018.....	29.448155	28.639978	-2.74%	0
2017.....	23.980307	29.448155	22.80%	0
2016.....	27.844494	23.980307	-13.88%	0
2015.....	25.668394	27.844494	8.48%	0
2014.....	20.280170	25.668394	26.57%	0
2013.....	13.969480	20.280170	45.17%	0
2012.....	11.057011	13.969480	26.34%	0
2011.....	10.384574	11.057011	6.48%	0

Maximum Additional Contract Options Elected Total - 3.55%
Variable account charges of the daily net assets of the variable account - 3.55%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ				
2019.....	4.539614	4.884025	7.59%	0
2018.....	6.577299	4.539614	-30.98%	0
2017.....	6.955795	6.577299	-5.44%	0
2016.....	5.028161	6.955795	38.34%	0
2015.....	7.855046	5.028161	-35.99%	0
2014.....	10.098389	7.855046	-22.21%	0
2013.....	9.492786	10.098389	6.38%	0
2012*.....	10.000000	9.492786	-5.07%	0
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2019.....	4.652694	5.020178	7.90%	0
2018.....	6.727495	4.652694	-30.84%	0
2017.....	7.094847	6.727495	-5.18%	0
2016.....	5.118069	7.094847	38.62%	0
2015.....	7.973976	5.118069	-35.82%	0
2014.....	10.220479	7.973976	-21.98%	0
2013.....	9.586811	10.220479	6.61%	0
2012*.....	10.000000	9.586811	-4.13%	0
Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A - Q/NQ				
2019*.....	10.000000	10.629390	6.29%	0
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2019.....	21.826407	26.278420	20.40%	0
2018.....	22.342240	21.826407	-2.31%	0
2018.....	22.342240	21.826407	-2.31%	0
2017.....	18.403171	22.342240	21.40%	0
2016.....	17.706906	18.403171	3.93%	0
2015.....	18.903742	17.706906	-6.33%	0
2014.....	19.974880	18.903742	-5.36%	0
2014.....	19.974880	18.903742	-5.36%	0
2013.....	13.785051	19.974880	44.90%	0
2012.....	13.250773	13.785051	4.03%	0
2011.....	14.399537	13.250773	-7.98%	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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