

# Nationwide Destination<sup>SM</sup> [B]

Prospectus dated May 1, 2020

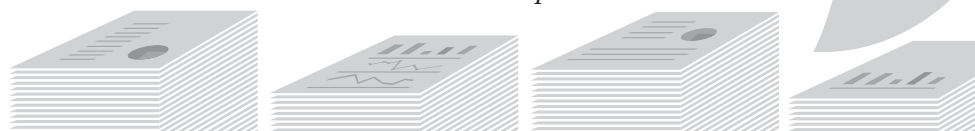
An Individual Flexible Premium Deferred Variable Annuity Contract Issued by Nationwide Life Insurance Company Through its Nationwide Variable Account – II

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

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

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

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

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

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

Schwab Income Choice Variable Annuity prospectus dated May 1, 2012

Schwab Custom Solutions Variable Annuity prospectus dated May 1, 2010

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

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

ElitePRO LTD and ElitePRO Classic prospectuses dated May 1, 2003

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

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

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

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

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

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

Nationwide Destination B 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
<b>Total Annual Mutual Fund Operating Expenses</b> (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 following 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 allowable combination of optional benefits (3.60%).<sup>1</sup>

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%) . . . . .	\$1,993	\$4,078	\$5,816	\$9,167	*	\$3,578	\$5,516	\$9,167	\$1,293	\$3,578	\$5,516	\$9,167
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%) . . . . .	\$1,152	\$1,861	\$2,580	\$4,615	*	\$1,361	\$2,280	\$4,615	\$ 452	\$1,361	\$2,280	\$4,615

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

<sup>1</sup> The total Variable Account charges associated with the most expensive allowable combination of optional benefits may be higher or lower than 3.60% 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 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><b>This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.</b></p>
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**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.

# Nationwide Destination<sup>SM</sup> [B]

## 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 77. 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](http://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.

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 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 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
- 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
- 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
- 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 Small Cap Value 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. 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. 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 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 Research International Portfolio: Service Class
- MFS® Variable Insurance Trust III - MFS Mid Cap Value Portfolio: Service Class
- 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 - Short Duration Bond 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 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.

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

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

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**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.

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

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

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

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**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.

---

**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.

---

**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.

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**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.

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**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.

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

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**Nationwide** – Nationwide Life Insurance Company.

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**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.

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**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.

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**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.

---

**Purchase Payment Credits or PPCs** – Additional credits that Nationwide will apply to a contract when cumulative purchase payments reach certain aggregate levels.

---

**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.

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

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**SEC** – Securities and Exchange Commission.

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

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**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.

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**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.

---

**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.

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**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.

<b>Contract Owner Transaction Expenses</b>								
<b>Maximum Contingent Deferred Sales Charge ("CDSC")</b> (as a percentage of purchase payments surrendered) . . . . .								7%
Range of CDSC over time:								
<b>Number of Completed Years from Date of Purchase Payment</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7+</b>
<b>CDSC Percentage</b>	<b>7%</b>	<b>7%</b>	<b>6%</b>	<b>5%</b>	<b>4%</b>	<b>3%</b>	<b>2%</b>	<b>0%</b>
<b>Maximum Premium Tax Charge</b> (as a percentage of purchase payments) . . . . .								5% <sup>1</sup>

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).

<b>Recurring Contract Expenses</b>	
<b>Maximum Annual Contract Maintenance Charge</b> . . . . .	\$30 <sup>2</sup>
<b>Variable Account Annual Expenses</b> (assessed as an annualized percentage of Daily Net Assets)	
<b>Mortality and Expense Risk Charge</b> . . . . .	1.10%
<b>Administrative Charge</b> . . . . .	0.20%
<b>Death Benefit Options</b> (assessed as an annualized percentage of Daily Net Assets) (eligible applicants may purchase one option):	
<b>One-Year Enhanced Death Benefit Option Charge</b> . . . . .	0.20%
Total Variable Account Charges (including this option only) . . . . .	1.50%
<b>One-Month Enhanced Death Benefit Option Charge</b> . . . . .	0.35%
Total Variable Account Charges (including this option only) . . . . .	1.65%
<b>Combination Enhanced Death Benefit Option Charge</b> . . . . .	0.45%
Total Variable Account Charges (including this option only) . . . . .	1.75%
<b>Beneficiary Protector II Option Charge</b> (assessed as an annualized percentage of Daily Net Assets) . . . . .	0.35% <sup>3</sup>
Total Variable Account Charges (including this option only) . . . . .	1.65%
<b>Nationwide Lifetime Income Riders</b> (assessed annually as a percentage of the Current Income Benefit Base <sup>4</sup> ) (eligible applicants may purchase one option):	
<b>Maximum 5% Nationwide Lifetime Income Rider Charge (no longer available)</b> . . . . .	1.00% <sup>5</sup>
<b>Maximum 7% Nationwide Lifetime Income Rider Charge</b> . . . . .	1.00%
<b>Maximum 10% Nationwide Lifetime Income Rider Charge</b> . . . . .	1.20%
<b>Joint Options for the Nationwide Lifetime Income Riders</b> (assessed annually as a percentage of the Current Income Benefit Base) (eligible applicants may purchase the option that corresponds to the elected lifetime income option):	
<b>Maximum Joint Option for the 5% Nationwide Lifetime Income Rider Charge (no longer available)</b> . . . . .	0.15%
<b>Maximum Joint Option for the 7% Nationwide Lifetime Income Rider Charge</b> . . . . .	0.30% <sup>6</sup>
<b>Maximum Joint Option for the 10% Nationwide Lifetime Income Rider Charge (not available in NY)</b> . . . . .	0.30% <sup>7</sup>

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

<b>Summary of Maximum Contract Expenses</b> (annualized rate, as a percentage of the Daily Net Assets)	
Mortality and Expense Risk Charge (applicable to all contracts) . . . . .	1.10%
Administrative Charge (applicable to all contracts) . . . . .	0.20%
Combination Enhanced Death Benefit Option Charge . . . . .	0.45%
Beneficiary Protector II Option Charge . . . . .	0.35%
Maximum 10% Nationwide Lifetime Income Rider Charge . . . . .	1.20% <sup>8</sup>
Maximum Joint Option for the 10% Nationwide Lifetime Income Rider Charge . . . . .	0.30% <sup>8</sup>
<b>Maximum Possible Total Variable Account Charges</b> . . . . .	<b>3.60%<sup>9</sup></b>

- <sup>1</sup> 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.
- <sup>2</sup> On each contract's Contract Anniversary, Nationwide deducts the Contract Maintenance Charge if the Contract Value is less than \$50,000 on such Contract Anniversary. This charge is permanently waived for any contracts valued at \$50,000 or more on any Contract Anniversary.
- <sup>3</sup> In addition to the 0.35% charge assessed to Variable Account allocations, allocations made to the Fixed Account will be assessed a fee of 0.35% by decreasing the interest credited to amounts allocated to the Fixed Account.
- <sup>4</sup> For information about how the Current Income Benefit Base is calculated, see *Determination of the Income Benefit Base Prior to the First Withdrawal*.
- <sup>5</sup> Currently, the charge associated with the 5% Nationwide Lifetime Income Rider is equal to 0.85% of the Current Income Benefit Base.
- <sup>6</sup> For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later), there is currently no charge associated with the Joint Option for the 7% Nationwide Lifetime Income Rider. For contracts issued before December 5, 2011 or the date of state approval (whichever is later), the charge associated with the Joint Option for the 7% Nationwide Lifetime Income Rider is 0.15% of the Current Income Benefit Base.
- <sup>7</sup> For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later), there is currently no charge associated with the Joint Option for the 10% Nationwide Lifetime Income Rider. For contracts issued before December 5, 2011 or the date of state approval (whichever is later), the charge associated with the Joint Option for the 10% Nationwide Lifetime Income Rider is 0.20% of the Current Income Benefit Base.
- <sup>8</sup> 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.
- <sup>9</sup> The Maximum Possible Total Variable Account Charges associated with a particular contract may be higher or lower than 3.60% 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 following 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 allowable combination of optional benefits (3.60%).<sup>1</sup>

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%) . . . . .	\$1,772	\$3,536	\$5,081	\$8,342	*	\$3,036	\$4,781	\$8,342	\$1,072	\$3,036	\$4,781	\$8,342
Minimum Total Underlying Mutual Fund Operating Expenses (0.40%) . . . . .	\$1,152	\$1,861	\$2,580	\$4,615	*	\$1,361	\$2,280	\$4,615	\$ 452	\$1,361	\$2,280	\$4,615

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

<sup>1</sup> The total Variable Account charges associated with the most expensive allowable combination of optional benefits may be higher or lower than 3.60% 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

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

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

## Surrenders/Withdrawals

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

## Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. The minimum initial purchase payment is \$10,000. 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 \$1,000. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is \$150.

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

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

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

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

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

## **Dollar Limit Restrictions**

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

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

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

*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 1.10% 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.

## **Death Benefit Options**

The contract contains a standard death benefit (the greater of (i) Contract Value or (ii) net purchase payments) 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 Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.20% of the Daily Net Assets.
- The One-Month Enhanced Death Benefit Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.35% of the Daily Net Assets.
- The Combination Enhanced Death Benefit Option is available for contracts with Annuitants age 75 or younger at the time of application. The charge for this option is equal to 0.45% of the Daily Net Assets.

## **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 will be assessed a fee of 0.35%.

## **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 10<sup>th</sup> 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. For contracts issued 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 50 and 85 at the time of application. The 10% Nationwide Lifetime Income Rider cannot be elected if either of the following optional benefits is elected: the 7% Nationwide Lifetime Income Rider or the 5% Nationwide Lifetime Income Rider.

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. For contracts issued on or after January 24, 2011, the current charge for the 10% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. For contracts issued before January 24, 2011, the current 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 10<sup>th</sup> Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 7% annually for each of those 10 years. The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application for contracts issued only 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 50 and 85 at the time of application. The 7% Nationwide Lifetime Income Rider is not available if either of the following optional benefits is elected: the 10% Nationwide Lifetime Income Rider or the 5% Nationwide Lifetime Income Rider.

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. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later), the current charge for the 7% Nationwide Lifetime Income Rider is 1.00% of the Current Income Benefit Base. For contracts issued before December 5, 2011 or the date of state approval (whichever is later), the current 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)**

Effective November 1, 2010, the 5% Nationwide Lifetime Income Rider is no longer available for election. 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 10<sup>th</sup> 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. 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.

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. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later), no additional charge is associated with election of the Joint Option. However, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 10% Nationwide Lifetime Income Rider. For contracts issued before December 5, 2011 or the date of state approval (whichever is later), the charge for the Joint Option is 0.20% of the Current Income Benefit Base and there is no reduction to the Lifetime Withdrawal Percentages. 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. Effective November 1, 2010, the Joint Option is only 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. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later) that elect the Joint Option, there is no additional charge associated with the option. However, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 7% Nationwide Lifetime Income Rider. For contracts issued before December 5, 2011 or the date of state approval (whichever is later) that elected the Joint Option, the current charge is 0.15% of the Current Income Benefit Base and there is no reduction to the Lifetime Withdrawal Percentages associated with the 7% Nationwide Lifetime Income Rider. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 50 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 no longer available.

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 50 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

The charges associated with optional benefits are only assessed prior to annuitization.

## Underlying Mutual Fund Annual Expenses

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

## Annuity Payments

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

## Taxation

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

## Death Benefit

An applicant may elect either the standard death benefit (Return of Premium) 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, withdrawals from the contract, and applicable federal and state income tax withholding. Otherwise, Nationwide will return the Contract Value, less any Purchase Payment 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 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.

## 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.

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

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

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

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

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

Nationwide guarantees that the value of Fixed Account allocations will not be less than the amount of the purchase payments and Purchase Payment 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%.

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](http://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.

The contract described in this prospectus is incontestable two years after the date of issue or during the lifetime of the Annuitant, whichever is shorter.

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

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

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

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

## **Cybersecurity**

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

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

## Reservation of Rights

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

- close Sub-Accounts to additional purchase payments on existing contracts or close Sub-Accounts for contracts purchased on or after specified dates. Changes of this nature will be made as directed by the underlying mutual funds or because Nationwide determines that the underlying mutual fund is no longer suitable (see *Identification of Underlying Mutual Funds*);
- make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other changes to the Securities and Exchange Commission's rules and regulations thereunder or interpretations thereof;
- make any changes necessary to maintain the status of the contracts as annuities under the Internal Revenue Code;
- make any changes required by federal or state laws with respect to annuity contracts; and
- suspend or discontinue sale of the contracts. The decision to suspend or discontinue sale of the contracts is made at Nationwide's discretion. Any decision of this nature would not impact current Contract Owners.

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

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

## Distribution, Promotional, and Sales Expenses

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

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

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

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

## Underlying Mutual Fund Service Fee Payments

### ***Nationwide's Relationship with the Underlying Mutual Funds***

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

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



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

### ***Types of Payments Nationwide Receives***

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

Nationwide or its affiliates receive the following types of payments:

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

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

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

### ***Amount of Payments Nationwide Receives***

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

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

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

### ***Identification of Underlying Mutual Funds***

Nationwide may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, risk characteristics, investment capabilities, experience and resources, investment consistency, fund expenses, asset class coverage, the alignment of the investment objectives of the underlying mutual fund with Nationwide's hedging strategy, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, and the capability and qualification of each investment firm. Other factors Nationwide may consider during the identification process are: whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate; whether the underlying mutual fund or its service providers (e.g. the investment adviser or subadvisers), or its

affiliates will make mutual fund service fee payments to Nationwide or its affiliates in connection with certain administrative, marketing, and support services; or whether affiliates of the underlying mutual fund can provide marketing and distribution support for sales of the contracts. For additional information on these arrangements, see *Types of Payments Nationwide Receives*. Nationwide reviews the funds periodically and may remove a fund or limit its availability to new contributions and/or transfers of account value if Nationwide determines that a fund no longer satisfies one or more of the selection criteria, and/or if the fund has not attracted significant allocations from Contract Owners.

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

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

## **Treatment of Unclaimed Property**

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

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

## **Profitability**

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

## **Contract Modification**

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

# **Standard Charges and Deductions**

## **Mortality and Expense Risk Charge**

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.10% 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 and the Fixed Account 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 Feature are subject to the same CDSC provisions that were applicable prior to receiving the benefit of the Spousal Protection Feature. However, no CDSC will apply to purchase payments made prior to the death of the first spouse.

### **Waiver of Contingent Deferred Sales Charge**

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

- (1) 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 Option***

For an additional charge at an annualized rate of 0.20% 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 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 86<sup>th</sup> birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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).

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

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

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

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 75<sup>th</sup> birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

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).

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

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

### **Combination Enhanced Death Benefit Option**

For an additional charge at an annualized rate of 0.45% 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 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 81<sup>st</sup> 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 81<sup>st</sup> birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

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

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

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

### **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 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.

### **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 contracts issued 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 50 and 85 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 cannot be elected if either of the following optional benefits is elected: the 7% Nationwide Lifetime Income Rider or the 5% Nationwide Lifetime Income Rider.

### ***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. For contracts issued on or after January 24, 2011, the current charge for the 10% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. For contracts issued before January 24, 2011, the current 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. For the list of available investment options, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section 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).



### ***Transfers Among Permitted Investment Options***

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

### ***Subsequent Purchase Payments***

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

### ***Determination of the Income Benefit Base Prior to the First Withdrawal***

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, 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 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 10<sup>th</sup> Contract Anniversary; plus
  - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10<sup>th</sup> Contract Anniversary, plus any 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 10<sup>th</sup> Contract Anniversary; plus
  - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10<sup>th</sup> Contract Anniversary plus any Purchase Payment Credits applied.

When a purchase payment and any 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.

For contracts issued on or after December 5, 2011 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%	3.75%	4.75%	5.75%

\* For contracts issued in the State of New York, the minimum age is 50.

\*\* For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later) that elect the Joint Option, the Lifetime Withdrawal Percentages will be reduced (see *Joint Option for the 10% Nationwide Lifetime Income Rider (formerly the 10% Spousal Continuation Benefit)*).

For contracts issued on or after May 1, 2010 but before December 5, 2011 or the date of state approval of the changes shown 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%	5.25%	6.25%

\* For contracts issued in the State of New York, the minimum age is 50.

For contracts issued before May 1, 2010:

<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%

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

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

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

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

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

### **Impact of Withdrawals in Excess of the Lifetime Withdrawal Percentage Limit**

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

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

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

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

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

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

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

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

### **Reset Opportunities**

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

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

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

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

**Settlement Options**

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

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

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

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

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

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

*Age Based Lump Sum Settlement Option*

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

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

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

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

#### *Underwritten Lump Sum Settlement Option*

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

#### **Annuitization**

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

#### **Death of Determining Life**

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

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

#### **Tax Treatment**

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

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

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

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

The 7% Nationwide Lifetime Income (the "7% Nationwide L.inc") Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 50 and 85 years old at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

#### **Availability**

The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application for contracts issued only 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 is not available if either of the following optional benefits is elected: the 10% Nationwide Lifetime Income Rider or the 5% Nationwide Lifetime Income Rider.

### **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. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later), the current charge for the 7% Nationwide Lifetime Income Rider is 1.00% of the Current Income Benefit Base. For contracts issued before December 5, 2011 or the date of state approval (whichever is later), the current 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. For the list of available investment options, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section 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).

### **Transfers Among Permitted Investment Options**

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

### **Subsequent Purchase Payments**

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

### **Determination of the Income Benefit Base Prior to the First Withdrawal**

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the benefit amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, 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 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 10<sup>th</sup> Contract Anniversary; plus
  - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10<sup>th</sup> Contract Anniversary, plus any 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 10<sup>th</sup> Contract Anniversary; plus
  - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10<sup>th</sup> Contract Anniversary plus any Purchase Payment Credits applied.

When a purchase payment and any 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 table:

For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>50 up to 59½</u>	<u>59½ through 64</u>	<u>65 through 80</u>	<u>81 and older</u>
Lifetime Withdrawal Percentage .....	3.00%	3.75%	4.75%	5.75%

For contracts that elect the Joint Option for the 7% Nationwide Lifetime Income Rider, the Lifetime Withdrawal Percentages will be reduced (see *Joint Option for the 7% Nationwide Lifetime Income Rider (formerly the 7% Spousal Continuation Benefit)*).

For contracts issued before December 5, 2011 or the date of state approval of the changes noted above (whichever is later):

<u>Contract Owner's Age (at time of first withdrawal)</u>	<u>50 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%

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

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

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

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

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

***Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount***

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

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

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

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

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

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

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

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



## ***Reset Opportunities***

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

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

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

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

## ***Settlement Options***

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

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

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

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

**If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable.** If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, the first payment of the Lifetime Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment

Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

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

*Age Based Lump Sum Settlement Option*

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

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

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

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

*Underwritten Lump Sum Settlement Option*

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

**Annuitization**

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

**Death of Determining Life**

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

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

**Tax Treatment**

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

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

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

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

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

### ***Availability***

Effective November 1, 2010, the 5% Nationwide Lifetime Income Rider is no longer 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.

### ***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. For the list of available investment options, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section 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).

### ***Transfers Among Permitted Investment Options***

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

### ***Subsequent Purchase Payments***

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

### ***Determination of the Income Benefit Base Prior to the First Withdrawal***

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, 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 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 10<sup>th</sup> Contract Anniversary; plus
  - (b) Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10<sup>th</sup> Contract Anniversary, plus any 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 10<sup>th</sup> Contract Anniversary; plus
  - (c) Purchase Payments with No Roll-up: any purchase payments submitted after the 10<sup>th</sup> Contract Anniversary plus any Purchase Payment Credits applied.

When a purchase payment and any 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 table:

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

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

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

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

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

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

**Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount**

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

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

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

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

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

- (1) be at least 70½ years old (72 years old for those Contract Owners who turn age 72 on or after January 1, 2020) as of the date of the request;

- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

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

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

### ***Reset Opportunities***

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

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

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

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

### ***Settlement Options***

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

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

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

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

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

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

*Age Based Lump Sum Settlement Option*

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

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

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

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

*Underwritten Lump Sum Settlement Option*

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

**Annuitization**

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

**Death of Determining Life**

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

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

**Tax Treatment**

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

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

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

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

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

The annual charge for the Joint Option will not exceed 0.30% of the Current Income Benefit Base. The charge will be assessed until annuitization. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later) that elect the Joint Option, there is no charge for this option. However, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 10% Nationwide L.inc Rider as follows:

<b>Contract Owner's Age (at time of first Lifetime Withdrawal)</b>	<b>45 up to 59½</b>	<b>59½ through 64</b>	<b>65 through 80</b>	<b>81 and older</b>
Lifetime Withdrawal Percentage .....	3.00%	3.25%	4.25%	5.25%

The Lifetime Withdrawal Percentage will be based on the age of the younger spouse as of the date of the first Lifetime Withdrawal from the contract.

For contracts issued before December 5, 2011 or the date of state approval (whichever is later) that elected the Joint Option, the current charge is 0.20% of the Current Income Benefit Base and there is no reduction to the Lifetime Withdrawal Percentages associated with the 10% Nationwide L.inc Rider.

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

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



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

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

**Marriage Termination**

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

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

**Risks Associated with Electing the Joint Option**

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

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

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

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

At the time the 7% Nationwide Lifetime Income (“7% Nationwide L.inc”) Rider is elected (at time of application), the Contract Owner may elect the Joint Option for the 7% Nationwide Lifetime Income Rider (“Joint Option”) (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 7% Nationwide L.inc Rider will be that of the younger spouse. Effective November 1, 2010, the Joint Option is only 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. For contracts issued on or after December 5, 2011 or the date of state approval (whichever is later) that elect the Joint Option, there is no charge for the Joint Option. However, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 7% Nationwide L.inc Rider as follows:

<b>Contract Owner’s Age (at time of first withdrawal)</b>	<b>50 up to 59½</b>	<b>59½ through 64</b>	<b>65 through 80</b>	<b>81 and older</b>
Lifetime Withdrawal Percentage .....	3.00%	3.25%	4.25%	5.25%

The Lifetime Withdrawal Percentage will be based on the age of the younger spouse as of the date of the first withdrawal from the contract.

For contracts issued before December 5, 2011 or the date of state approval (whichever is later) that elected the Joint Option, the current charge is 0.15% of the Current Income Benefit Base and there is no reduction to the Lifetime Withdrawal Percentages associated with the 7% Nationwide L.inc Rider.

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

- (1) Both spouses must be between 50 and 85 years old at the time of application;
- (2) Both spouses must be at least age 50 before either spouse is eligible to begin withdrawals. **Note:** the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see *Appendix C: Contract Types and Tax Information*);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

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

### ***Marriage Termination***

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

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

### ***Risks Associated with Electing the Joint Option***

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

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

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

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

At the time the 5% Nationwide Lifetime Income ("5% Nationwide L.inc") Rider is elected, the Contract Owner may elect the Joint Option for the 5% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 5% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 5% Nationwide L.inc Rider will be that of the younger spouse. The Joint Option is no longer available.

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

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

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

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

### ***Marriage Termination***

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

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

### ***Risks Associated with Electing the Joint Option***

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

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

### **Income Benefit Investment Options**

Only certain investment options are available to Contract Owners that elect the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider. The investment options available under each optional living benefit are chosen by Nationwide based on each investment option's risk characteristics. The permitted investment options are more conservative than those that are not permitted. This helps Nationwide manage its obligation to provide Contract Owners with Lifetime Withdrawals by reducing the likelihood that it will have to make unanticipated payments. By electing an optional living benefit and accepting the limited menu of investment options, Contract Owners may be foregoing investment gains that could otherwise be realized by investing in riskier investment options that are not available under the optional living benefit. Only the investment options shown below are available for election.

- Custom Portfolio Asset Rebalancing Service - Balanced
- Custom Portfolio Asset Rebalancing Service - Conservative

- Custom Portfolio Asset Rebalancing Service - Moderately Conservative
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2
- Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced 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) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced 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 Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models - American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models - Nationwide Variable Insurance Trust iShares Option (50% Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II, 50% Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II)

**Note:** Some of the underlying mutual funds listed are funds of funds and/or funds that are designed to help reduce a Contract Owner's exposure to equity investments when equity markets are more volatile. Additionally, some of the indicated underlying mutual funds may not be available to a particular Contract Owner due to the date the contract was issued. Refer to *Appendix A: Underlying Mutual Fund Information* for more information regarding underlying mutual fund designations and availability.

## 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 Beneficiary Protector II Option, the Variable Account value will be calculated using unit values with Variable Account charges of 1.65%. After the benefit is paid, the charge associated with the Beneficiary Protector II Option will be removed. From that point on, the Variable Account value will be calculated using the unit values with Variable Account charges at 1.30%. Thus, the Beneficiary Protector II Option charge is no longer included in the daily Sub-Account valuation for the contract.

The second step of the re-rating process, the adjustment of the number of units in the contract, is necessary in order to keep the re-rating process from altering the Contract Value. Generally, for any given Sub-Account, the higher the Variable Account charges, the lower the unit value, and vice versa. For example, Sub-Account X with charges of 1.65% will have a lower unit value than Sub-Account X with charges of 1.30% (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 must be named at the time of application and will receive the benefit of the Spousal Protection Feature, provided all of the requirements set forth in the *Spousal Protection Feature* section are met.

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

## **Joint Annuitant**

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

## **Beneficiary and Contingent Beneficiary**

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

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

## **Changes to the Parties to the Contract**

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

- Contract Owner (Non-Qualified Contracts only);
- joint owner (must be the Contract Owner's spouse);
- contingent owner;
- Annuitant (subject to Nationwide's underwriting and approval);
- Contingent Annuitant (subject to Nationwide's underwriting and approval);
- joint annuitant; or
- 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 (including Purchase Payment Credits) allocated to the Sub-Accounts plus any amount held in the Fixed Account. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account and the Fixed Account 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 1.30% to 2.10% 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 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.

## **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 only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

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

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

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

### ***Transfers from the Sub-Accounts***

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account at any time.

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

### ***Transfers 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 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 for free look cancellations, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding. Nationwide will recapture all of the Purchase Payment Credits applied to the contract. The Contract Owner will retain any earnings attributable to the Purchase Payment Credits, but all losses attributable to the 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.

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.

### **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. 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
- 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
- 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)

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.

## **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. 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*).

Contract Owners should consult a financial professional to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

## Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account. 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. 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 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider 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. Refer to the *Income Benefit Investment Options* provision for the investment options available for the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider.

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.

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.

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 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% 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.

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 (see *Income Benefit Investment Options*).

### ***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 the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, may change the Sub-Account allocations within their elected model, percentages within their elected model and/or may change models and create a new Custom Portfolio within that new 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 elected Nationwide Lifetime Income Rider. 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 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% 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) and Nationwide Variable Insurance Trust iShares Option (50% Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II, 50% Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II). The availability of some models may be restricted (see *Income Benefit Investment Options*).

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 (Return of Premium) 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 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 Nationwide receives:

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

**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 (Return of Premium)***

If the Annuitant dies prior to the Annuitization Date, the death benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn.

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

The standard death benefit (Return of Premium) also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

**One-Year Enhanced Death Benefit Option**

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit Option. The One-Year 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, 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 86<sup>th</sup> birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

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).

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 86<sup>th</sup> 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.

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

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

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

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

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Monthly Contract Anniversary prior to the Annuitant's 75<sup>th</sup> birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Monthly Contract Anniversary.

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).

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 81<sup>st</sup> 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.

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

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

### **Combination Enhanced Death Benefit Option**

For an additional charge at an annualized rate of 0.45% 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 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 81<sup>st</sup> 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 81<sup>st</sup> birthday, proportionately adjusted for amounts withdrawn. The adjustment for amounts withdrawn will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial withdrawal in the same proportion that the Contract Value was reduced on the date of the partial withdrawal. Such total accumulated amount, after the withdrawal adjustment, shall not exceed 200% of purchase payments adjusted for amounts withdrawn.

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

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 81<sup>st</sup> birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary; or
- (4) the 5% interest anniversary value.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above.

B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and

F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

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

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

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

## Spousal Protection Feature

The standard death benefit and all of the death benefit options include a Spousal Protection Feature at no additional charge. The Spousal Protection Feature is not available for contracts issued as Charitable Remainder Trusts. The Spousal Protection Feature allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse, provided the conditions described below are satisfied:

- (1) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (2) The spouses must be Co-Annuitants;
- (3) Both spouses must be age 85 or younger at the time the contract is issued; however, if a death benefit option is elected, both spouses must meet the age requirements for the respective death benefit option at the time of application;
- (4) Both spouses must be named as beneficiaries;
- (5) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary;
- (6) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for an IRA or Roth IRA contract, this person must be the Contract Owner); and
- (7) If the Contract Owner requests to add a Co-Annuitant after contract issuance, the date of marriage must be after the contract issue date and Nationwide will require the Contract Owner to provide a copy of the marriage certificate.

If a Co-Annuitant dies before the Annuitization Date, the surviving spouse may continue the contract as its sole Contract Owner. Additionally, if the death benefit value is higher than the Contract Value at the time of the first Co-Annuitant's death, Nationwide will adjust the Contract Value to equal the death benefit value. The surviving Co-Annuitant may then name a new beneficiary but may not name another Co-Annuitant.

If the marriage of the Co-Annuitants terminates due to the death of a spouse, divorce, dissolution, or annulment, the Spousal Protection Feature terminates and the Contract Owner is not permitted to cover a subsequent spouse.

The Spousal Protection Feature may not apply if certain changes to the parties or assignments are made to the contract. Contract Owners contemplating changes to the parties to the contract, including assignments, should contact their financial professional to determine how the changes impact the Spousal Protection Feature.

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

## Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint Annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted in good order to the Service Center, and approved by Nationwide.



Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

## **Annuitizing the Contract**

### **Annuitization Date**

The Annuitization Date is the date that annuity payments begin. If the Contract Owner has elected the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, an election to begin annuity payments will terminate all benefits, conditions, guarantees, and charges associated with the elected option.

In addition, any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

### **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.

### **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 1.30% of the Daily Net Assets.

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](http://www.nationwide.com/login).

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

### **IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS**

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstitute individual delivery by contacting the Service Center. Nationwide will reinstitute individual delivery within 30 days after receiving such notification.

## **Legal Proceedings**

### **Nationwide Life Insurance Company**

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, (the "Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

### **Nationwide Investment Services Corporation**

The general distributor, NISC (the "Company"), is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or its affiliates, the Company is cooperating with regulators.

## **Contents of Statement of Additional Information**

General Information and History

Services

Purchase of Securities Being Offered

Underwriters

Advertising

Annuity Payments

Condensed Financial Information

Financial Statements

Investment Company Act of 1940 Registration File No. 811-03330

Securities Act of 1933 Registration File No. 333-160635

## 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 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 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.

**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.

**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.

**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 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 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. 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. 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 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 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. - 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 - 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.

**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 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 investment option 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 1.30%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2019 (the maximum Variable Account charge of 2.10%). 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 Equity Income Fund: Class IB
- Putnam Variable Trust - Putnam VT International Value Fund: Class IB

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ</b>				
2019.....	11.832901	13.459055	13.74%	3,290
2018.....	12.940400	11.832901	-8.56%	6,344
2017.....	11.467817	12.940400	12.84%	11,523
2016.....	11.240100	11.467817	2.03%	11,523
2015.....	11.538145	11.240100	-2.58%	4,787
2014.....	11.218186	11.538145	2.85%	4,787
2013.....	10.154217	11.218186	10.48%	0
2012*.....	10.000000	10.154217	1.54%	0
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ</b>				
2019.....	7.658845	8.828448	15.27%	0
2018*.....	10.000000	7.658845	-23.41%	0
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ</b>				
2019.....	36.603682	43.318100	18.34%	236,084
2018.....	43.785793	36.603682	-16.40%	243,275
2017.....	39.309596	43.785793	11.39%	277,315
2016.....	31.913697	39.309596	23.17%	308,784
2015.....	34.286334	31.913697	-6.92%	346,278
2014.....	31.885431	34.286334	7.53%	369,520
2013.....	23.471632	31.885431	35.85%	392,661
2012.....	20.073992	23.471632	16.93%	465,748
2011.....	22.256871	20.073992	-9.81%	405,512
2010.....	17.813327	22.256871	24.95%	109,796

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ</b>				
2019.....	13.585275	14.602374	7.49%	1,701,436
2018.....	14.164466	13.585275	-4.09%	2,050,950
2017.....	13.842269	14.164466	2.33%	2,176,791
2016.....	13.434656	13.842269	3.03%	2,116,309
2015.....	13.956063	13.434656	-3.74%	2,207,058
2014.....	13.688194	13.956063	1.96%	2,534,426
2013.....	15.153413	13.688194	-9.67%	2,409,086
2012.....	14.297491	15.153413	5.99%	2,240,148
2011.....	12.962797	14.297491	10.30%	1,656,571
2010.....	12.493924	12.962797	3.75%	467,211
<b>American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ</b>				
2019.....	26.369198	33.572275	27.32%	350,081
2018.....	30.697596	26.369198	-14.10%	391,371
2017.....	27.901210	30.697596	10.02%	461,261
2016.....	23.034724	27.901210	21.13%	511,694
2015.....	23.712676	23.034724	-2.86%	536,568
2014.....	20.668691	23.712676	14.73%	612,667
2013.....	16.120711	20.668691	28.21%	644,433
2012.....	14.053082	16.120711	14.71%	728,817
2011.....	14.358832	14.053082	-2.13%	583,322
2010.....	12.227487	14.358832	17.43%	106,435
<b>BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ</b>				
2019.....	10.400441	11.790902	13.37%	101,273
2018.....	10.851641	10.400441	-4.16%	20,512
2017.....	10.267397	10.851641	5.69%	173,454
2016.....	9.220316	10.267397	11.36%	6,056
2015*.....	10.000000	9.220316	-7.80%	803
<b>BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ</b>				
2019.....	9.887506	10.651639	7.73%	174,822
2018.....	10.091257	9.887506	-2.02%	258,705
2017.....	9.906199	10.091257	1.87%	263,028
2016.....	9.795436	9.906199	1.13%	167,720
2015*.....	10.000000	9.795436	-2.05%	125,671
<b>BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ</b>				
2019.....	11.755348	14.788698	25.80%	41,932
2018.....	12.865168	11.755348	-8.63%	50,219
2017.....	11.189017	12.865168	14.98%	70,797
2016.....	9.767409	11.189017	14.55%	57,620
2015*.....	10.000000	9.767409	-2.33%	33,337

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ</b>				
2019.....	15.719984	18.270493	16.22%	205,029
2018.....	17.234356	15.719984	-8.79%	295,527
2017.....	15.355712	17.234356	12.23%	368,444
2016.....	14.987145	15.355712	2.46%	387,690
2015.....	15.338093	14.987145	-2.29%	425,643
2014.....	15.245537	15.338093	0.61%	453,204
2013.....	13.500145	15.245537	12.93%	473,142
2012.....	12.438632	13.500145	8.53%	510,190
2011.....	13.078195	12.438632	-4.89%	392,780
2010.....	12.072012	13.078195	8.33%	88,360
<b>BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ</b>				
2019.....	11.256946	13.316638	18.30%	79,895
2018.....	13.528043	11.256946	-16.79%	82,866
2017.....	11.913823	13.528043	13.55%	97,606
2016.....	10.477534	11.913823	13.71%	108,144
2015.....	10.889543	10.477534	-3.78%	117,709
2014*.....	10.000000	10.889543	8.90%	45,461
<b>BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ</b>				
2019.....	29.695973	35.820481	20.62%	130,263
2018.....	33.056317	29.695973	-10.17%	144,499
2017.....	29.794920	33.056317	10.95%	180,923
2016.....	24.009353	29.794920	24.10%	238,479
2015.....	24.905780	24.009353	-3.60%	236,541
2014.....	24.004434	24.905780	3.75%	274,588
2013.....	17.283516	24.004434	38.89%	292,051
2012.....	15.129971	17.283516	14.23%	340,110
2011.....	15.243060	15.129971	-0.74%	271,392
2010.....	12.273737	15.243060	24.19%	49,536
<b>BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ</b>				
2019.....	28.705897	36.940351	28.69%	321,015
2018.....	30.570161	28.705897	-6.10%	367,265
2017.....	25.551563	30.570161	19.64%	452,314
2016.....	23.229494	25.551563	10.00%	562,344
2015.....	23.332829	23.229494	-0.44%	599,042
2014.....	20.901224	23.332829	11.63%	705,290
2013.....	16.078646	20.901224	29.99%	807,076
2012.....	14.107815	16.078646	13.97%	855,834
2011.....	14.065339	14.107815	0.30%	669,675
2010.....	12.441834	14.065339	13.05%	146,273

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ</b>				
2019.....	24.488220	32.766629	33.81%	470,748
2018.....	26.709719	24.488220	-8.32%	545,033
2017.....	21.305902	26.709719	25.36%	657,632
2016.....	20.054835	21.305902	6.24%	760,872
2015.....	20.885783	20.054835	-3.98%	836,347
2014.....	19.624877	20.885783	6.43%	962,166
2013.....	16.456156	19.624877	19.26%	1,074,242
2012.....	15.138702	16.456156	8.70%	1,102,460
2011.....	14.104999	15.138702	7.33%	851,993
2010.....	12.421853	14.104999	13.55%	156,664
<b>Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ</b>				
2019.....	9.671027	11.122430	15.01%	10,064
2018.....	10.207291	9.671027	-5.25%	0
2017*.....	10.000000	10.207291	2.07%	0
<b>Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ</b>				
2019.....	13.775453	17.365219	26.06%	81,363
2018.....	16.805473	13.775453	-18.03%	92,479
2017.....	15.234886	16.805473	10.31%	102,731
2016.....	11.774721	15.234886	29.39%	110,563
2015.....	12.754025	11.774721	-7.68%	94,611
2014.....	12.234599	12.754025	4.25%	80,691
2013*.....	10.000000	12.234599	22.35%	21,631
<b>Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ</b>				
2019.....	10.577537	11.179057	5.69%	12,865
2018.....	10.726834	10.577537	-1.39%	74,938
2017.....	10.506066	10.726834	2.10%	56,760
2016.....	9.770039	10.506066	7.53%	110,056
2015.....	9.997926	9.770039	-2.28%	6,101
2014.....	10.071973	9.997926	-0.74%	30,368
<b>Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	8.245047	10.513588	27.51%	3,686
2018*.....	10.000000	8.245047	-17.55%	817
<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	16.589580	18.952786	14.25%	1,279,586
2018.....	17.557547	16.589580	-5.51%	1,451,021
2017.....	15.770077	17.557547	11.33%	1,647,057
2016.....	15.183111	15.770077	3.87%	1,786,158
2015.....	15.465121	15.183111	-1.82%	1,870,567
2014.....	15.035641	15.465121	2.86%	1,921,432
2013.....	13.457741	15.035641	11.72%	1,961,483
2012.....	12.219959	13.457741	10.13%	2,006,566
2011.....	12.433696	12.219959	-1.72%	1,401,868
2010.....	11.193130	12.433696	11.08%	302,533



No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	17.499782	20.705850	18.32%	5,082,285
2018.....	18.879025	17.499782	-7.31%	5,641,257
2017.....	16.451831	18.879025	14.75%	6,326,289
2016.....	15.753781	16.451831	4.43%	6,726,158
2015.....	16.034880	15.753781	-1.75%	7,078,471
2014.....	15.532319	16.034880	3.24%	7,320,595
2013.....	13.609100	15.532319	14.13%	7,515,207
2012.....	12.194817	13.609100	11.60%	7,802,034
2011.....	12.510431	12.194817	-2.52%	6,058,159
2010.....	11.086541	12.510431	12.84%	1,732,829

<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	18.646068	22.841214	22.50%	14,844
2018.....	20.548096	18.646068	-9.26%	15,795
2017.....	17.248537	20.548096	19.13%	35,224
2016.....	16.427999	17.248537	4.99%	45,503
2015.....	16.732995	16.427999	-1.82%	46,030
2014.....	16.185651	16.732995	3.38%	46,925
2013.....	13.507103	16.185651	19.83%	47,432
2012.....	11.881588	13.507103	13.68%	51,361
2011.....	12.388256	11.881588	-4.09%	49,417
2010.....	10.830343	12.388256	14.38%	30,093

<b>Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.279427	13.817498	22.50%	65,801
2018.....	11.959964	11.279427	-5.69%	66,181
2017.....	10.435271	11.959964	14.61%	32,751
2016*.....	10.000000	10.435271	4.35%	4,061

<b>Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	33.063957	42.840489	29.57%	0

<b>Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	12.805935	13.881172	8.40%	67,793
2018.....	17.247402	12.805935	-25.75%	82,404
2017.....	17.972726	17.247402	-4.04%	106,778
2016.....	13.638889	17.972726	31.78%	128,069
2015.....	17.436911	13.638889	-21.78%	127,771
2014.....	20.252144	17.436911	-13.90%	142,191
2013.....	16.528028	20.252144	22.53%	192,219
2012.....	15.989239	16.528028	3.37%	223,717
2011.....	17.087917	15.989239	-6.43%	199,871
2010.....	14.529425	17.087917	17.61%	17,076

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	24.121393	30.261427	25.45%	770,961
2018.....	26.722306	24.121393	-9.73%	883,588
2017.....	24.033057	26.722306	11.19%	1,003,522
2016.....	20.685487	24.033057	16.18%	1,096,547
2015.....	21.885542	20.685487	-5.48%	1,189,077
2014.....	20.440533	21.885542	7.07%	1,174,887
2013.....	16.201274	20.440533	26.17%	1,254,742
2012.....	14.023439	16.201274	15.53%	1,296,618
2011.....	14.115327	14.023439	-0.65%	1,106,251
2010.....	12.444718	14.115327	13.42%	283,646
<b>Fidelity Variable Insurance Products Fund - VIP Growth &amp; Income Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.617273	14.869486	27.99%	23,972
2018.....	12.962761	11.617273	-10.38%	24,729
2017.....	11.262174	12.962761	15.10%	16,976
2016*.....	10.000000	11.262174	12.62%	1,327
<b>Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	31.171482	41.219602	32.23%	485,290
2018.....	31.721482	31.171482	-1.73%	588,332
2017.....	23.838353	31.721482	33.07%	758,335
2016.....	24.019381	23.838353	-0.75%	797,342
2015.....	22.764038	24.019381	5.51%	861,234
2014.....	20.775828	22.764038	9.57%	798,710
2013.....	15.477413	20.775828	34.23%	821,679
2012.....	13.707490	15.477413	12.91%	904,552
2011.....	13.892186	13.707490	-1.33%	726,260
2010.....	11.363488	13.892186	22.25%	174,926
<b>Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	14.980022	16.175730	7.98%	1,653,358
2018.....	15.298838	14.980022	-2.08%	1,955,666
2017.....	14.904806	15.298838	2.64%	2,077,315
2016.....	14.453385	14.904806	3.12%	1,945,354
2015.....	14.769242	14.453385	-2.14%	1,988,492
2014.....	14.167846	14.769242	4.24%	2,228,508
2013.....	14.657541	14.167846	-3.34%	2,204,816
2012.....	14.063004	14.657541	4.23%	2,031,045
2011.....	13.311254	14.063004	5.65%	1,507,733
2010.....	12.540044	13.311254	6.15%	505,413

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	39.098910	47.532977	21.57%	457,853
2018.....	46.483736	39.098910	-15.89%	477,924
2017.....	39.070373	46.483736	18.97%	565,170
2016.....	35.366714	39.070373	10.47%	644,475
2015.....	36.425827	35.366714	-2.91%	694,547
2014.....	34.806190	36.425827	4.65%	764,441
2013.....	25.954620	34.806190	34.10%	867,718
2012.....	22.954492	25.954620	13.07%	912,624
2011.....	26.087470	22.954492	-12.01%	794,745
2010.....	20.557277	26.087470	26.90%	242,021
<b>Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	21.654331	27.250537	25.84%	310,057
2018.....	25.830528	21.654331	-16.17%	345,833
2017.....	20.132452	25.830528	28.30%	354,571
2016.....	21.531223	20.132452	-6.50%	375,046
2015.....	21.118649	21.531223	1.95%	415,777
<b>Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.488735	13.941690	21.35%	4,270
2018.....	12.444203	11.488735	-7.68%	363
2017.....	12.149430	12.444203	2.43%	382
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ</b>				
2019.....	12.905547	15.267401	18.30%	60,819
2018.....	14.472957	12.905547	-10.83%	93,595
2017.....	13.094504	14.472957	10.53%	141,207
2016.....	11.721534	13.094504	11.71%	138,470
2015.....	12.662697	11.721534	-7.43%	145,582
2014.....	12.474214	12.662697	1.51%	149,810
2013.....	10.211201	12.474214	22.16%	147,464
2012.....	8.970568	10.211201	13.83%	146,583
2011.....	9.230806	8.970568	-2.82%	132,788
2010.....	8.482528	9.230806	8.82%	32,412
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ</b>				
2019.....	16.204471	18.562233	14.55%	164,407
2018.....	17.157566	16.204471	-5.55%	207,307
2017.....	15.849753	17.157566	8.25%	239,176
2016.....	14.083020	15.849753	12.55%	258,669
2015.....	15.351469	14.083020	-8.26%	268,711
2014.....	14.867410	15.351469	3.26%	325,301
2013.....	13.220142	14.867410	12.46%	312,412
2012.....	11.890259	13.220142	11.18%	284,456
2011.....	11.765995	11.890259	1.06%	193,035
2010.....	10.580086	11.765995	11.21%	59,282

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ</b>				
2019.....	34.131131	42.563431	24.71%	136,288
2018.....	39.694608	34.131131	-14.02%	150,935
2017.....	36.344606	39.694608	9.22%	180,209
2016.....	28.283730	36.344606	28.50%	211,263
2015.....	30.941984	28.283730	-8.59%	225,766
2014.....	31.171545	30.941984	-0.74%	288,952
2013.....	23.181387	31.171545	34.47%	291,214
2012.....	19.839372	23.181387	16.85%	354,765
2011.....	20.885506	19.839372	-5.01%	307,156
2010.....	16.502884	20.885506	26.56%	82,164
<b>Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ</b>				
2019.....	9.522124	9.587527	0.69%	180,510
2018.....	9.464831	9.522124	0.61%	264,481
2017.....	9.407983	9.464831	0.60%	353,623
2016.....	9.259460	9.407983	1.60%	364,996
2015.....	9.803446	9.259460	-5.55%	309,871
2014.....	9.753776	9.803446	0.51%	361,834
<b>Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ</b>				
2019.....	11.863215	13.106638	10.48%	317
2018.....	12.565150	11.863215	-5.59%	408
2017.....	11.254538	12.565150	11.65%	682
2016.....	10.928357	11.254538	2.98%	0
2015.....	11.756183	10.928357	-7.04%	1,847
2014.....	11.458922	11.756183	2.59%	2,914
2013.....	10.222938	11.458922	12.09%	1,847
2012*.....	10.000000	10.222938	2.23%	0
<b>Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ</b>				
2019.....	9.405790	10.102498	7.41%	0
2018*.....	10.000000	9.405790	-5.94%	0
<b>Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ</b>				
2019.....	9.689003	10.042458	3.65%	3,295
2018.....	10.342147	9.689003	-6.32%	6,430
2017.....	10.106621	10.342147	2.33%	3,983
2016.....	10.289133	10.106621	-1.77%	15,765
2015.....	10.235413	10.289133	0.52%	18,792
2014.....	9.908546	10.235413	3.30%	100,540
2013*.....	10.000000	9.908546	-0.91%	449
<b>Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ</b>				
2019.....	13.526111	16.692825	23.41%	85,855
2018.....	15.503650	13.526111	-12.76%	88,648
2017.....	13.699818	15.503650	13.17%	97,284
2016.....	12.265322	13.699818	11.70%	104,215
2015.....	12.982605	12.265322	-5.52%	107,896
2014.....	12.627093	12.982605	2.82%	26,807
2013.....	9.958708	12.627093	26.79%	26,928
2012*.....	10.000000	9.958708	-0.41%	16,256

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ</b>				
2019.....	31.961134	41.468084	29.75%	38,495
2018.....	37.392688	31.961134	-14.53%	64,362
2017.....	27.790304	37.392688	34.55%	100,640
2016.....	28.199623	27.790304	-1.45%	90,190
2015.....	27.558987	28.199623	2.32%	87,182
2014.....	27.359465	27.558987	0.73%	84,604
<b>Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ</b>				
2019.....	8.747710	11.047363	26.29%	206,634
2018.....	11.017781	8.747710	-20.60%	247,138
2017.....	8.827918	11.017781	24.81%	327,206
2016.....	9.193527	8.827918	-3.98%	205,193
2015.....	9.034020	9.193527	1.77%	153,835
2014*.....	10.000000	9.034020	-9.66%	46,274
<b>Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ</b>				
2019.....	25.932146	33.718294	30.03%	256,910
2018.....	28.590750	25.932146	-9.30%	303,743
2017.....	24.834807	28.590750	15.12%	351,530
2016.....	22.606814	24.834807	9.86%	385,806
2015.....	22.214411	22.606814	1.77%	440,264
2014.....	20.386676	22.214411	8.97%	459,603
2013.....	15.714632	20.386676	29.73%	515,219
2012.....	13.654221	15.714632	15.09%	561,318
2011.....	13.877335	13.654221	-1.61%	449,484
2010.....	12.138929	13.877335	14.32%	149,885
<b>Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ</b>				
2019.....	35.775304	44.538027	24.49%	152,990
2018.....	40.519431	35.775304	-11.71%	170,407
2017.....	36.038505	40.519431	12.43%	195,099
2016.....	31.028490	36.038505	16.15%	210,265
2015.....	33.477218	31.028490	-7.31%	235,999
2014.....	30.377745	33.477218	10.20%	208,100
2013.....	21.886628	30.377745	38.80%	196,150
2012.....	18.845528	21.886628	16.14%	218,385
2011.....	19.559328	18.845528	-3.65%	187,628
2010.....	16.103843	19.559328	21.46%	62,400
<b>Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ</b>				
2019.....	15.002398	18.032141	20.20%	115,017
2018.....	16.075467	15.002398	-6.68%	130,216
2017.....	13.770342	16.075467	16.74%	163,679
2016.....	14.318963	13.770342	-3.83%	184,843
2015.....	15.828728	14.318963	-9.54%	254,399
2014.....	16.928545	15.828728	-6.50%	290,084
2013.....	13.706700	16.928545	23.51%	344,961
2012.....	11.653053	13.706700	17.62%	392,384
2011.....	12.723062	11.653053	-8.41%	398,500
2010.....	11.861523	12.723062	7.26%	74,219

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ</b>				
2019.....	12.771160	14.015996	9.75%	39,482
2018.....	13.219888	12.771160	-3.39%	51,402
2017.....	12.555031	13.219888	5.30%	66,877
2016.....	10.947839	12.555031	14.68%	56,495
2015.....	11.863786	10.947839	-7.72%	48,145
2014.....	11.795395	11.863786	0.58%	120,900
2013.....	10.815203	11.795395	9.06%	325,216
2012*.....	10.000000	10.815203	8.15%	39,123
<b>Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ</b>				
2019.....	16.542519	22.522281	36.15%	115,922
2018.....	16.771418	16.542519	-1.36%	152,284
2017.....	13.390222	16.771418	25.25%	139,063
2016.....	12.784264	13.390222	4.74%	146,927
2015.....	13.747250	12.784264	-7.00%	151,469
2014.....	12.912192	13.747250	6.47%	122,489
2013.....	10.068050	12.912192	28.25%	120,556
2012*.....	10.000000	10.068050	0.68%	77,347
<b>Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ</b>				
2019.....	9.813037	10.584048	7.86%	246,253
2018.....	10.072568	9.813037	-2.58%	298,761
2017.....	9.873813	10.072568	2.01%	286,189
2016.....	9.786097	9.873813	0.90%	291,335
2015*.....	10.000000	9.786097	-2.14%	133,591
<b>Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ</b>				
2019.....	20.779932	28.068132	35.07%	408,718
2018.....	20.699389	20.779932	0.39%	462,123
2017.....	16.132183	20.699389	28.31%	623,646
2016.....	16.032659	16.132183	0.62%	759,023
2015.....	14.511535	16.032659	10.48%	775,453
2014.....	13.554874	14.511535	7.06%	1,067,466
2013.....	10.492598	13.554874	29.19%	1,178,290
2012.....	8.583266	10.492598	22.24%	1,271,992
2011.....	9.344776	8.583266	-8.15%	1,112,171
2010.....	8.891677	9.344776	5.10%	360,896
<b>Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ</b>				
2019.....	13.011887	18.598828	42.94%	117,545
2018.....	13.065464	13.011887	-0.41%	200,071
2017.....	9.134377	13.065464	43.04%	162,261
2016.....	8.128447	9.134377	12.38%	156,410
2015.....	7.869904	8.128447	3.29%	195,297
2014.....	7.291940	7.869904	7.93%	206,665
2013.....	5.456761	7.291940	33.63%	198,627
2012.....	4.640225	5.456761	17.60%	180,458

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ</b>				
2019.....	10.878721	13.604886	25.06%	26,494
2018.....	12.988931	10.878721	-16.25%	27,762
2017.....	10.060412	12.988931	29.11%	32,691
2016.....	10.925377	10.060412	-7.92%	37,703
2015.....	12.138000	10.925377	-9.99%	84,416
2014.....	13.991014	12.138000	-13.24%	58,457
2013.....	12.403811	13.991014	12.80%	116,156
2012.....	11.103975	12.403811	11.71%	74,542
<b>Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ</b>				
2019.....	8.837660	10.305258	16.61%	15,485
2018.....	10.995094	8.837660	-19.62%	37,178
2017.....	8.714530	10.995094	26.17%	63,276
2016.....	7.309965	8.714530	19.21%	21,429
2015.....	9.264351	7.309965	-21.10%	9,055
2014.....	9.842810	9.264351	-5.88%	1,925
<b>Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ</b>				
2019.....	9.988137	10.687367	7.00%	144,492
2018.....	10.225381	9.988137	-2.32%	180,961
2017.....	9.974307	10.225381	2.52%	128,809
2016*.....	10.000000	9.974307	-0.26%	67,001
<b>MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ</b>				
2019.....	16.328658	22.768461	39.44%	71,354
2018.....	16.834036	16.328658	-3.00%	72,297
2017.....	13.500207	16.834036	24.69%	65,689
2016.....	12.571407	13.500207	7.39%	60,343
2015.....	13.016285	12.571407	-3.42%	60,622
2014.....	14.256165	13.016285	-8.70%	56,470
2013.....	10.228022	14.256165	39.38%	66,476
2012*.....	10.000000	10.228022	2.28%	16,923
<b>MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ</b>				
2019.....	29.617784	37.858164	27.82%	684,522
2018.....	33.477297	29.617784	-11.53%	814,353
2017.....	28.902784	33.477297	15.83%	903,580
2016.....	25.736921	28.902784	12.30%	1,010,941
2015.....	26.321762	25.736921	-2.22%	1,084,356
2014.....	24.199527	26.321762	8.77%	1,137,470
2013.....	18.081786	24.199527	33.83%	1,193,700
2012.....	15.809554	18.081786	14.37%	1,232,095
2011.....	16.092409	15.809554	-1.76%	990,166
2010.....	14.659938	16.092409	9.77%	279,995
<b>MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ</b>				
2019*.....	10.000000	10.857973	8.58%	0

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ</b>				
2019.....	17.986606	22.306936	24.02%	1,220,173
2018.....	20.188010	17.986606	-10.90%	1,379,570
2017.....	16.127752	20.188010	25.18%	1,492,368
2016.....	15.735157	16.127752	2.50%	1,530,853
2015.....	14.994719	15.735157	4.94%	1,638,257
2014.....	15.022071	14.994719	-0.18%	1,622,068
2013.....	11.924574	15.022071	25.98%	1,646,985
2012.....	10.421665	11.924574	14.42%	1,681,164
2011.....	10.749702	10.421665	-3.05%	1,179,441
2010*.....	10.000000	10.749702	7.50%	264,499
<b>Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ</b>				
2019.....	9.426266	11.896420	26.21%	2,906
2018.....	10.369174	9.426266	-9.09%	2,925
2017.....	9.334432	10.369174	11.09%	9,708
2016.....	8.225852	9.334432	13.48%	13,702
2015*.....	10.000000	8.225852	-17.74%	239
<b>Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ</b>				
2019.....	17.940717	21.957599	22.39%	145,609
2018.....	19.584804	17.940717	-8.39%	158,030
2017.....	16.884148	19.584804	16.00%	214,486
2016.....	15.410161	16.884148	9.57%	245,693
2015.....	16.818536	15.410161	-8.37%	257,531
2014.....	17.399171	16.818536	-3.34%	476,557
2013.....	13.362779	17.399171	30.21%	475,975
2012.....	11.040989	13.362779	21.03%	515,182
2011.....	11.288956	11.040989	-2.20%	343,392
2010*.....	10.000000	11.288956	12.89%	26,572
<b>Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ</b>				
2019.....	16.874092	20.116017	19.21%	49,129,097
2018.....	17.993503	16.874092	-6.22%	58,275,273
2017.....	15.743451	17.993503	14.29%	65,732,904
2016.....	14.633287	15.743451	7.59%	69,789,133
2015.....	14.681544	14.633287	-0.33%	72,189,199
2014.....	14.167869	14.681544	3.63%	74,427,089
2013.....	11.643296	14.167869	21.68%	75,372,574
2012.....	10.194744	11.643296	14.21%	73,902,076
2011.....	10.233657	10.194744	-0.38%	60,334,808
2010.....	9.256045	10.233657	10.56%	17,161,146



No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ</b>				
2019.....	11.691981	12.576647	7.57%	18,607,008
2018.....	11.975369	11.691981	-2.37%	22,242,739
2017.....	11.755127	11.975369	1.87%	23,888,632
2016.....	11.602023	11.755127	1.32%	23,114,008
2015.....	11.782059	11.602023	-1.53%	23,582,925
2014.....	11.371131	11.782059	3.61%	23,794,959
2013.....	11.825276	11.371131	-3.84%	23,837,775
2012.....	11.414478	11.825276	3.60%	20,785,403
2011.....	10.938320	11.414478	4.35%	15,264,493
2010.....	10.456028	10.938320	4.61%	5,043,382

<b>Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ</b>				
2019.....	18.660159	24.823024	33.03%	1,029,524
2018.....	20.874217	18.660159	-10.61%	1,156,870
2017.....	16.147843	20.874217	29.27%	1,449,336
2016.....	16.329379	16.147843	-1.11%	1,600,412
2015.....	15.528434	16.329379	5.16%	1,666,557
2014.....	15.449373	15.528434	0.51%	1,497,811
2013.....	12.167775	15.449373	26.97%	1,597,653
2012.....	10.098071	12.167775	20.50%	1,587,309
2011.....	11.281017	10.098071	-10.49%	1,267,149
2010.....	10.269056	11.281017	9.85%	319,710

<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ</b>				
2019.....	20.766984	26.704750	28.59%	1,053,686
2018.....	21.181094	20.766984	-1.96%	1,201,002
2017.....	16.791655	21.181094	26.14%	1,640,229
2016.....	15.598415	16.791655	7.65%	1,825,291
2015.....	14.849473	15.598415	5.04%	2,055,937
2014.....	13.922005	14.849473	6.66%	2,139,313
2013.....	10.882845	13.922005	27.93%	2,222,160
2012.....	9.392119	10.882845	15.87%	2,412,472
2011.....	9.983628	9.392119	-5.92%	2,145,882
2010.....	8.558038	9.983628	16.66%	536,813

<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ</b>				
2019.....	17.135394	21.253596	24.03%	12,315,956
2018.....	17.750206	17.135394	-3.46%	14,212,867
2017.....	14.749250	17.750206	20.35%	17,299,743
2016.....	13.451569	14.749250	9.65%	20,070,144
2015.....	13.482238	13.451569	-0.23%	21,171,143
2014.....	12.392386	13.482238	8.79%	22,552,170
2013.....	9.442516	12.392386	31.24%	24,440,392
2012.....	8.172677	9.442516	15.54%	27,011,615
2011.....	8.469447	8.172677	-3.50%	21,727,858
2010.....	7.732300	8.469447	9.53%	6,915,362

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ</b>				
2019.....	18.640384	20.084900	7.75%	1,359,252
2018.....	19.340795	18.640384	-3.62%	1,615,133
2017.....	18.428083	19.340795	4.95%	1,682,619
2016.....	17.184248	18.428083	7.24%	1,581,560
2015.....	17.928782	17.184248	-4.15%	1,635,978
2014.....	17.485835	17.928782	2.53%	1,632,375
2013.....	17.917617	17.485835	-2.41%	1,564,084
2012.....	16.173014	17.917617	10.79%	1,358,583
2011.....	15.524248	16.173014	4.18%	1,063,907
2010.....	14.222830	15.524248	9.15%	352,264
<b>Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ</b>				
2019.....	29.033852	36.395342	25.35%	371,032
2018.....	31.789982	29.033852	-8.67%	413,796
2017.....	27.366799	31.789982	16.16%	488,183
2016.....	23.582043	27.366799	16.05%	573,882
2015.....	25.557890	23.582043	-7.73%	625,064
2014.....	23.772500	25.557890	7.51%	660,739
2013.....	17.801528	23.772500	33.54%	718,472
2012.....	15.263091	17.801528	16.63%	758,085
2011.....	15.868257	15.263091	-3.81%	723,498
2010.....	13.926149	15.868257	13.95%	185,457
<b>Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ</b>				
2019.....	9.958885	11.298453	13.45%	3,772
2018.....	11.024698	9.958885	-9.67%	3,950
2017.....	9.430999	11.024698	16.90%	4,158
2016.....	9.278864	9.430999	1.64%	0
<b>Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ</b>				
2019.....	10.094700	10.619652	5.20%	0
2018*.....	10.000000	10.094700	0.95%	2,586
<b>Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ</b>				
2019.....	23.445890	26.552254	13.25%	33,968
2018.....	24.490898	23.445890	-4.27%	43,789
2017.....	23.242121	24.490898	5.37%	61,082
2016.....	20.627332	23.242121	12.68%	82,963
2015.....	21.458525	20.627332	-3.87%	69,777
2014.....	21.200477	21.458525	1.22%	73,493

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ</b>				
2019.....	16.606910	20.994679	26.42%	225,077
2018.....	17.713896	16.606910	-6.25%	255,810
2017.....	14.384844	17.713896	23.14%	298,636
2016.....	12.835420	14.384844	12.07%	328,343
2015.....	13.161469	12.835420	-2.48%	353,804
2014.....	12.513978	13.161469	5.17%	437,919
2013.....	8.833333	12.513978	41.67%	477,117
2012.....	7.660316	8.833333	15.31%	574,162
2011.....	8.784988	7.660316	-12.80%	467,362
2010.....	7.713805	8.784988	13.89%	131,164
<b>Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ</b>				
2019.....	10.427821	13.672015	31.11%	315,500
2018.....	12.679636	10.427821	-17.76%	347,770
2017.....	10.233039	12.679636	23.91%	372,341
2016.....	10.630202	10.233039	-3.74%	397,995
2015.....	10.841177	10.630202	-1.95%	432,469
2014.....	11.134515	10.841177	-2.63%	414,496
2013.....	9.317313	11.134515	19.50%	85,361
2013.....	9.317313	11.134515	19.50%	412,542
2012.....	8.171995	9.317313	14.02%	446,118
2011.....	9.161036	8.171995	-10.80%	368,172
2010.....	8.155696	9.161036	12.33%	75,275
<b>Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ</b>				
2019.....	26.538697	33.795706	27.35%	53,862
2018.....	26.964991	26.538697	-1.58%	58,208
2017.....	22.719555	26.964991	18.69%	66,439
2016.....	20.707448	22.719555	9.72%	72,999
2015.....	20.842235	20.707448	-0.65%	100,195
2014.....	18.885193	20.842235	10.36%	77,299
2013.....	14.629438	18.885193	29.09%	81,283
2012.....	13.019696	14.629438	12.36%	83,909
2011.....	13.141121	13.019696	-0.92%	66,649
2010.....	11.759147	13.141121	11.75%	19,396
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ</b>				
2019.....	13.873875	16.974525	22.35%	5,675
2018.....	15.750078	13.873875	-11.91%	6,067
2017.....	13.319781	15.750078	18.25%	5,974
2016.....	12.453193	13.319781	6.96%	6,812
2015.....	12.842453	12.453193	-3.03%	45,826
2014.....	12.451663	12.842453	3.14%	95,433
2013.....	9.743653	12.451663	27.79%	99,727
2012.....	8.499356	9.743653	14.64%	99,891
2011.....	9.197754	8.499356	-7.59%	91,721
2010.....	8.106439	9.197754	13.46%	36,323

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ</b>				
2019.....	13.284350	15.233026	14.67%	21,527,692
2018.....	14.355133	13.284350	-7.46%	24,405,020
2017.....	12.979469	14.355133	10.60%	27,561,660
2016.....	12.392966	12.979469	4.73%	29,495,948
2015.....	12.690633	12.392966	-2.35%	30,896,883
2014.....	12.327993	12.690633	2.94%	32,556,780
2013.....	10.893639	12.327993	13.17%	33,707,074
2012.....	9.938199	10.893639	9.61%	34,520,867
2011.....	10.206099	9.938199	-2.62%	28,546,047
2010.....	9.365872	10.206099	8.97%	9,050,859
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	13.823294	16.405099	18.68%	37,534,219
2018.....	15.250834	13.823294	-9.36%	42,521,761
2017.....	13.342302	15.250834	14.30%	46,827,198
2016.....	12.595360	13.342302	5.93%	49,631,086
2015.....	12.933092	12.595360	-2.61%	51,652,390
2014.....	12.515531	12.933092	3.34%	52,489,659
2013.....	10.458384	12.515531	19.67%	52,865,784
2012.....	9.324356	10.458384	12.16%	51,680,388
2011.....	9.784260	9.324356	-4.70%	43,624,700
2010.....	8.820316	9.784260	10.93%	11,641,389
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ</b>				
2019.....	12.213702	13.341246	9.23%	6,980,812
2018.....	12.706472	12.213702	-3.88%	7,936,891
2017.....	12.103767	12.706472	4.98%	9,223,014
2016.....	11.722026	12.103767	3.26%	10,170,981
2015.....	11.964218	11.722026	-2.02%	10,516,369
2014.....	11.730417	11.964218	1.99%	11,030,611
2013.....	11.326218	11.730417	3.57%	11,730,063
2012.....	10.675245	11.326218	6.10%	13,583,715
2011.....	10.665062	10.675245	0.10%	9,227,830
2010.....	10.117462	10.665062	5.41%	2,651,238
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth &amp; Income Fund: Class II - Q/NQ</b>				
2019.....	11.179328	12.562511	12.37%	35,156
2018.....	12.181625	11.179328	-8.23%	38,174
2017.....	10.753745	12.181625	13.28%	31,467
2016.....	10.321485	10.753745	4.19%	32,233
2015.....	10.926615	10.321485	-5.54%	24,684
2014.....	10.825854	10.926615	0.93%	10,349
2013*.....	10.000000	10.825854	8.26%	0

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ</b>				
2019.....	11.472669	13.069077	13.91%	285,578
2018.....	12.509431	11.472669	-8.29%	341,330
2017.....	10.759508	12.509431	16.26%	259,428
2016.....	10.263252	10.759508	4.84%	203,866
2015.....	10.931527	10.263252	-6.11%	219,694
2014.....	10.964383	10.931527	-0.30%	177,523
2013*.....	10.000000	10.964383	9.64%	321
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ</b>				
2019.....	13.610151	15.870608	16.61%	31,405,467
2018.....	14.842214	13.610151	-8.30%	35,181,996
2017.....	13.194055	14.842214	12.49%	39,101,386
2016.....	12.523394	13.194055	5.36%	41,940,160
2015.....	12.825049	12.523394	-2.35%	44,673,562
2014.....	12.426087	12.825049	3.21%	46,726,947
2013.....	10.686963	12.426087	16.27%	47,934,657
2012.....	9.636061	10.686963	10.91%	48,363,739
2011.....	9.995903	9.636061	-3.60%	40,932,591
2010.....	9.093523	9.995903	9.92%	11,729,828
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ</b>				
2019.....	13.821761	16.674856	20.64%	76,779
2018.....	15.475540	13.821761	-10.69%	84,886
2017.....	13.279313	15.475540	16.54%	112,798
2016.....	12.504478	13.279313	6.20%	350,966
2015.....	12.863113	12.504478	-2.79%	356,498
2014.....	12.463956	12.863113	3.20%	376,241
2013.....	10.161260	12.463956	22.66%	378,214
2012.....	8.984882	10.161260	13.09%	367,502
2011.....	9.549068	8.984882	-5.91%	190,121
2010.....	8.538248	9.549068	11.84%	43,059
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ</b>				
2019.....	13.028691	14.698404	12.82%	7,862,713
2018.....	13.861507	13.028691	-6.01%	8,891,443
2017.....	12.780176	13.861507	8.46%	9,892,121
2016.....	12.215391	12.780176	4.62%	10,639,401
2015.....	12.509532	12.215391	-2.35%	11,444,655
2014.....	12.177203	12.509532	2.73%	12,107,709
2013.....	11.091106	12.177203	9.79%	12,932,648
2012.....	10.211873	11.091106	8.61%	13,471,224
2011.....	10.374143	10.211873	-1.56%	10,810,880
2010.....	9.639911	10.374143	7.62%	3,156,219

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ</b>				
2019.....	14.183448	15.747074	11.02%	1,476,484
2018.....	17.045717	14.183448	-16.79%	1,467,111
2017.....	14.072567	17.045717	21.13%	1,532,927
2016.....	14.100165	14.072567	-0.20%	1,775,459
2015.....	14.866112	14.100165	-5.15%	1,759,680
2014.....	16.397851	14.866112	-9.34%	1,710,019
2013.....	13.833939	16.397851	18.53%	1,670,677
2012.....	11.723024	13.833939	18.01%	1,799,417
2011.....	13.562540	11.723024	-13.56%	1,449,144
2010.....	12.921098	13.562540	4.96%	334,224
<b>Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ</b>				
2019.....	12.606713	13.525036	7.28%	319,981
2018.....	12.862143	12.606713	-1.99%	357,507
2017.....	12.508297	12.862143	2.83%	355,836
2016.....	12.068542	12.508297	3.64%	354,063
2015.....	12.336118	12.068542	-2.17%	414,424
2014.....	11.939941	12.336118	3.32%	338,805
2013.....	12.360305	11.939941	-3.40%	312,089
2012.....	11.651623	12.360305	6.08%	288,100
2011.....	11.111502	11.651623	4.86%	197,114
2010.....	10.543220	11.111502	5.39%	57,937
<b>Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ</b>				
2019.....	13.336247	14.425686	8.17%	549,093
2018.....	13.712184	13.336247	-2.74%	623,238
2017.....	13.387989	13.712184	2.42%	664,491
2016.....	13.125979	13.387989	2.00%	663,359
2015.....	13.368004	13.125979	-1.81%	675,471
2014.....	12.913677	13.368004	3.52%	706,523
2013.....	13.357432	12.913677	-3.32%	657,819
2012.....	12.634477	13.357432	5.72%	601,293
2011.....	12.070481	12.634477	4.67%	481,308
2010.....	11.311614	12.070481	6.71%	145,779
<b>Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	12.510596	14.788656	18.21%	16,918
2018.....	14.113893	12.510596	-11.36%	5,999
2017.....	12.129861	14.113893	16.36%	435
2016.....	11.032835	12.129861	9.94%	0
2015.....	11.542787	11.032835	-4.42%	0
<b>Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ</b>				
2019.....	11.925354	13.831709	15.99%	0
2018.....	13.108147	11.925354	-9.02%	0
2017.....	11.666589	13.108147	12.36%	0
2016.....	10.866903	11.666589	7.36%	0
2015.....	11.207456	10.866903	-3.04%	0

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ</b>				
2019.....	29.652540	35.900462	21.07%	23,092
2018.....	36.487247	29.652540	-18.73%	27,540
2017.....	26.176121	36.487247	39.39%	48,360
2016.....	24.674670	26.176121	6.08%	56,844
2015.....	29.844449	24.674670	-17.32%	35,005
2014.....	32.075590	29.844449	-6.96%	42,129
<b>Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - NQ</b>				
2019.....	56.276697	59.027968	4.89%	45,368
2018.....	57.049401	56.276697	-1.35%	46,998
2017.....	56.618635	57.049401	0.76%	51,455
2016.....	56.940028	56.618635	-0.56%	62,126
2015.....	57.752811	56.940028	-1.41%	49,825
2014.....	55.956777	57.752811	3.21%	52,297
2013.....	59.090227	55.956777	-5.30%	48,176
2012.....	58.094578	59.090227	1.71%	48,626
2011.....	54.876337	58.094578	5.86%	32,697
2010.....	53.061772	54.876337	3.42%	12,932
<b>Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q</b>				
2019.....	56.425721	59.184290	4.89%	64,852
2018.....	57.200468	56.425721	-1.35%	76,476
2017.....	56.768565	57.200468	0.76%	79,002
2016.....	57.090816	56.768565	-0.56%	73,892
2015.....	57.905756	57.090816	-1.41%	77,806
2014.....	56.104961	57.905756	3.21%	82,066
2013.....	59.246711	56.104961	-5.30%	83,463
2012.....	58.248425	59.246711	1.71%	81,167
2011.....	55.021654	58.248425	5.86%	58,944
2010.....	53.202285	55.021654	3.42%	24,608
<b>Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ</b>				
2019.....	25.425166	25.541676	0.46%	1,216,703
2018.....	25.408539	25.425166	0.07%	1,345,382
2017.....	25.634244	25.408539	-0.88%	1,274,244
2016.....	25.968963	25.634244	-1.29%	1,346,497
2015.....	26.310999	25.968963	-1.30%	1,249,976
2014.....	26.657539	26.310999	-1.30%	1,440,362
2013.....	27.008645	26.657539	-1.30%	1,462,454
2012.....	27.365352	27.008645	-1.30%	1,489,045
2011.....	27.724772	27.365352	-1.30%	990,847
2010.....	28.089898	27.724772	-1.30%	354,744

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ</b>				
2019.....	8.943300	10.496533	17.37%	317,911
2018.....	10.636178	8.943300	-15.92%	385,789
2017.....	8.479950	10.636178	25.43%	360,831
2016.....	8.537229	8.479950	-0.67%	375,554
2015.....	8.937541	8.537229	-4.48%	388,361
2014.....	9.120905	8.937541	-2.01%	353,330
2013.....	7.860500	9.120905	16.03%	331,243
2012.....	6.911842	7.860500	13.73%	320,032
2011.....	7.780782	6.911842	-11.17%	287,810
2010.....	6.976101	7.780782	11.53%	83,878
<b>Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ</b>				
2019.....	9.895458	11.837582	19.63%	266,523
2018.....	11.675954	9.895458	-15.25%	282,379
2017.....	9.504772	11.675954	22.84%	329,419
2016.....	9.579509	9.504772	-0.78%	363,624
2015.....	9.842403	9.579509	-2.67%	358,084
2014.....	10.629783	9.842403	-7.41%	320,110
2013.....	8.899785	10.629783	19.44%	293,246
2012.....	7.628054	8.899785	16.67%	285,172
2011.....	8.867807	7.628054	-13.98%	221,884
2010.....	8.365616	8.867807	6.00%	56,481
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ</b>				
2019.....	21.499479	26.255934	22.12%	29,085
2018.....	23.900613	21.499479	-10.05%	33,003
2017.....	20.446358	23.900613	16.89%	35,290
2016.....	18.923306	20.446358	8.05%	29,901
2015.....	19.365849	18.923306	-2.29%	31,915
2014.....	18.689197	19.365849	3.62%	32,300
2013.....	14.880689	18.689197	25.59%	39,385
2012.....	13.008386	14.880689	14.39%	37,209
2011.....	13.718712	13.008386	-5.18%	12,680
2010.....	12.125482	13.718712	13.14%	13,027
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ</b>				
2019.....	16.545599	18.835814	13.84%	11,133,266
2018.....	17.619165	16.545599	-6.09%	12,622,662
2017.....	16.062681	17.619165	9.69%	14,202,932
2016.....	15.308822	16.062681	4.92%	15,231,148
2015.....	15.537445	15.308822	-1.47%	16,182,630
2014.....	15.051921	15.537445	3.23%	16,984,585
2013.....	13.445256	15.051921	11.95%	17,466,952
2012.....	12.453829	13.445256	7.96%	17,751,199
2011.....	12.506867	12.453829	-0.42%	13,568,627
2010.....	11.539047	12.506867	8.39%	4,251,918



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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	19.382820	22.945642	18.38%	19,060,276
2018.....	20.998256	19.382820	-7.69%	21,142,278
2017.....	18.530018	20.998256	13.32%	23,071,616
2016.....	17.424857	18.530018	6.34%	24,187,642
2015.....	17.748766	17.424857	-1.82%	24,863,844
2014.....	17.091735	17.748766	3.84%	25,308,904
2013.....	14.491720	17.091735	17.94%	25,741,993
2012.....	13.080661	14.491720	10.79%	25,075,336
2011.....	13.377772	13.080661	-2.22%	20,423,031
2010.....	12.098401	13.377772	10.57%	5,048,298

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ</b>				
2019.....	14.594620	15.778108	8.11%	5,727,748
2018.....	15.059473	14.594620	-3.09%	6,607,735
2017.....	14.436880	15.059473	4.31%	7,508,800
2016.....	14.028384	14.436880	2.91%	8,439,818
2015.....	14.175624	14.028384	-1.04%	8,545,266
2014.....	13.824513	14.175624	2.54%	8,696,940
2013.....	13.361029	13.824513	3.47%	9,716,730
2012.....	12.871264	13.361029	3.81%	10,469,264
2011.....	12.669107	12.871264	1.60%	7,224,314
2010.....	12.121663	12.669107	4.52%	2,163,277

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth &amp; Income Fund: Class II - Q/NQ</b>				
2019.....	11.261028	12.559351	11.53%	38,447
2018.....	12.090316	11.261028	-6.86%	35,493
2017.....	10.741921	12.090316	12.55%	26,894
2016.....	10.295392	10.741921	4.34%	31,581
2015.....	10.780413	10.295392	-4.50%	44,142
2014.....	10.660597	10.780413	1.12%	29,607
2013*.....	10.000000	10.660597	6.61%	0

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ</b>				
2019.....	11.561261	13.150952	13.75%	174,276
2018.....	12.469311	11.561261	-7.28%	209,449
2017.....	10.800929	12.469311	15.45%	196,991
2016.....	10.231625	10.800929	5.56%	182,469
2015.....	10.793271	10.231625	-5.20%	133,304
2014.....	10.749073	10.793271	0.41%	101,908
2013*.....	10.000000	10.749073	7.49%	0

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ</b>				
2019.....	18.721954	21.757603	16.21%	14,699,470
2018.....	20.112294	18.721954	-6.91%	16,480,355
2017.....	18.043956	20.112294	11.46%	18,781,511
2016.....	17.062222	18.043956	5.75%	19,945,236
2015.....	17.344999	17.062222	-1.63%	21,231,516
2014.....	16.707801	17.344999	3.81%	22,025,135
2013.....	14.514442	16.707801	15.11%	22,747,363
2012.....	13.271179	14.514442	9.37%	23,589,152
2011.....	13.451045	13.271179	-1.34%	18,764,577
2010.....	12.287158	13.451045	9.47%	5,560,630

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ</b>				
2019.....	20.541262	24.699720	20.24%	54,797
2018.....	22.556159	20.541262	-8.93%	55,999
2017.....	19.585756	22.556159	15.17%	76,470
2016.....	18.291615	19.585756	7.08%	100,556
2015.....	18.668782	18.291615	-2.02%	108,531
2014.....	18.021349	18.668782	3.59%	110,867
2013.....	14.919941	18.021349	20.79%	105,016
2012.....	13.288387	14.919941	12.28%	103,971
2011.....	13.755584	13.288387	-3.40%	71,285
2010.....	12.351443	13.755584	11.37%	18,699

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ</b>				
2019.....	16.904197	18.934030	12.01%	4,924,698
2018.....	17.792058	16.904197	-4.99%	5,571,630
2017.....	16.505393	17.792058	7.80%	6,288,223
2016.....	15.819996	16.505393	4.33%	6,787,245
2015.....	16.033270	15.819996	-1.33%	7,276,109
2014.....	15.509387	16.033270	3.38%	7,734,276
2013.....	14.221146	15.509387	9.06%	8,020,750
2012.....	13.336642	14.221146	6.63%	8,697,444
2011.....	13.238865	13.336642	0.74%	6,512,723
2010.....	12.360498	13.238865	7.11%	2,014,402

<b>Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ</b>				
2019*.....	10.000000	10.473601	4.74%	0

<b>Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ</b>				
2019*.....	10.000000	10.774452	7.74%	543

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ</b>				
2019.....	18.134675	23.307764	28.53%	171,914
2018.....	19.011865	18.134675	-4.61%	194,958
2017.....	14.830376	19.011865	28.20%	236,817
2016.....	14.732003	14.830376	0.67%	280,063
2015.....	14.473087	14.732003	1.79%	290,587
2014.....	13.312694	14.473087	8.72%	359,862
2013.....	10.034666	13.312694	32.67%	335,592
2012.....	8.754200	10.034666	14.63%	352,480
2011.....	9.165548	8.754200	-4.49%	284,977
2010.....	8.049864	9.165548	13.86%	70,653
<b>Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ</b>				
2019.....	11.204442	13.156638	17.42%	1,223,313
2018.....	11.927824	11.204442	-6.06%	907,420
2017.....	10.280032	11.927824	16.03%	696,531
2016.....	9.594931	10.280032	7.14%	249,296
2015.....	9.944781	9.594931	-3.52%	217,399
2014*.....	10.000000	9.944781	-0.55%	0
<b>Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ</b>				
2019.....	12.574287	15.139071	20.40%	4,152
2018.....	13.077557	12.574287	-3.85%	22,880
2017.....	10.887163	13.077557	20.12%	29,104
2016.....	10.023328	10.887163	8.62%	6,383
2015.....	10.140998	10.023328	-1.16%	6,383
2014*.....	10.000000	10.140998	1.41%	8,027
<b>Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ</b>				
2019.....	28.861167	39.120613	35.55%	271,195
2018.....	29.701051	28.861167	-2.83%	293,719
2017.....	23.681032	29.701051	25.42%	396,646
2016.....	23.220151	23.681032	1.98%	466,893
2015.....	22.443641	23.220151	3.46%	203,552
2014.....	20.945809	22.443641	7.15%	269,675
2013.....	15.571403	20.945809	34.51%	241,522
2012.....	13.322678	15.571403	16.88%	248,691
2011.....	13.843186	13.322678	-3.76%	240,465
2010.....	12.924657	13.843186	7.11%	52,779
<b>Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ</b>				
2019.....	24.137434	30.180390	25.04%	381,446
2018.....	27.015636	24.137434	-10.65%	413,537
2017.....	25.240682	27.015636	7.03%	490,923
2016.....	21.272530	25.240682	18.65%	502,161
2015.....	22.554556	21.272530	-5.68%	557,014
2014.....	20.232022	22.554556	11.48%	557,406
2013.....	15.567756	20.232022	29.96%	605,830
2012.....	13.782314	15.567756	12.95%	593,135
2011.....	13.895869	13.782314	-0.82%	499,233
2010.....	12.442424	13.895869	11.68%	115,272

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ</b>				
2019.....	31.256919	38.764213	24.02%	236,993
2018.....	35.739647	31.256919	-12.54%	260,017
2017.....	31.274224	35.739647	14.28%	305,726
2016.....	26.340668	31.274224	18.73%	366,775
2015.....	27.381525	26.340668	-3.80%	357,055
2014.....	25.353753	27.381525	8.00%	340,255
2013.....	19.306983	25.353753	31.32%	351,104
2012.....	16.652215	19.306983	15.94%	387,577
2011.....	17.311562	16.652215	-3.81%	305,015
2010.....	13.897916	17.311562	24.56%	67,909
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ</b>				
2019.....	15.092501	17.318040	14.75%	300,667
2018.....	18.499408	15.092501	-18.42%	322,796
2017.....	15.295523	18.499408	20.95%	340,761
2016.....	14.761123	15.295523	3.62%	377,111
2015.....	15.800174	14.761123	-6.58%	378,034
2014.....	17.723427	15.800174	-10.85%	380,835
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ</b>				
2019.....	14.737858	18.197165	23.47%	281,749
2018.....	16.929698	14.737858	-12.95%	304,999
2017.....	14.998075	16.929698	12.88%	354,671
2016.....	13.094066	14.998075	14.54%	501,887
2015.....	13.738665	13.094066	-4.69%	436,354
2014.....	12.626278	13.738665	8.81%	435,689
2013.....	9.474025	12.626278	33.27%	531,366
2012.....	8.163084	9.474025	16.06%	543,982
2011.....	8.806953	8.163084	-7.31%	436,486
2010.....	7.914167	8.806953	11.28%	93,991
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ</b>				
2019.....	18.687973	22.843465	22.24%	129,916
2018.....	21.803904	18.687973	-14.29%	159,654
2017.....	19.404857	21.803904	12.36%	188,478
2016.....	16.718352	19.404857	16.07%	182,783
2015.....	17.441873	16.718352	-4.15%	199,486
2014.....	15.101350	17.441873	15.50%	201,067
2013.....	11.276879	15.101350	33.91%	202,048
2012.....	9.820513	11.276879	14.83%	199,695
2011.....	10.186047	9.820513	-3.59%	177,607
2010.....	8.626530	10.186047	18.08%	46,748

No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ</b>				
2019.....	25.198722	33.669840	33.62%	48,808
2018.....	27.818148	25.198722	-9.42%	57,375
2017.....	22.610721	27.818148	23.03%	69,609
2016.....	21.199435	22.610721	6.66%	76,240
2015.....	21.365507	21.199435	-0.78%	91,896
2014.....	21.111083	21.365507	1.21%	73,952
2013.....	14.858613	21.111083	42.08%	78,229
2012.....	13.311867	14.858613	11.62%	82,521
2011.....	13.604002	13.311867	-2.15%	83,152
2010.....	11.017236	13.604002	23.48%	22,488
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ</b>				
2019.....	32.527733	38.105625	17.15%	47,796
2018.....	39.768314	32.527733	-18.21%	46,728
2017.....	37.047779	39.768314	7.34%	57,633
2016.....	29.880711	37.047779	23.99%	65,199
2015.....	32.306150	29.880711	-7.51%	63,969
2014.....	30.657604	32.306150	5.38%	67,351
2013.....	22.182797	30.657604	38.20%	65,315
2012.....	18.682235	22.182797	18.74%	65,707
2011.....	20.019528	18.682235	-6.68%	56,735
2010.....	16.037243	20.019528	24.83%	13,975
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ</b>				
2019.....	32.426685	40.119650	23.72%	53,002
2018.....	37.693760	32.426685	-13.97%	52,204
2017.....	33.735956	37.693760	11.73%	59,937
2016.....	27.891337	33.735956	20.95%	72,247
2015.....	28.804598	27.891337	-3.17%	79,249
2014.....	29.022648	28.804598	-0.75%	88,878
2013.....	20.921043	29.022648	38.72%	97,779
2012.....	18.396109	20.921043	13.73%	93,270
2011.....	19.786128	18.396109	-7.03%	84,033
2010.....	16.039863	19.786128	23.36%	19,569
<b>Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ</b>				
2019.....	17.559196	21.845021	24.41%	219,734
2018.....	18.902283	17.559196	-7.11%	243,477
2017.....	16.179428	18.902283	16.83%	304,193
2016.....	14.887031	16.179428	8.68%	340,416
2015.....	15.146489	14.887031	-1.71%	350,975
2014.....	13.886551	15.146489	9.07%	395,737
2013.....	10.154564	13.886551	36.75%	379,021
2012.....	9.237127	10.154564	9.93%	419,867
2011.....	9.674479	9.237127	-4.52%	426,894
2010.....	7.932740	9.674479	21.96%	129,237

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ</b>				
2019.....	13.849618	17.831310	28.75%	54,895
2018.....	14.626461	13.849618	-5.31%	60,155
2017.....	13.960929	14.626461	4.77%	83,395
2016.....	13.197146	13.960929	5.79%	92,610
2015.....	14.173227	13.197146	-6.89%	106,795
2014.....	11.165751	14.173227	26.93%	310,234
2013.....	11.015389	11.165751	1.37%	177,299
2012.....	9.656214	11.015389	14.08%	151,285
2011.....	9.217325	9.656214	4.76%	115,533
2010.....	7.193460	9.217325	28.13%	24,981
<b>Nationwide Variable Insurance Trust - NVIT S&amp;P 500® Index Fund: Class II - Q/NQ</b>				
2019.....	16.067288	20.749103	29.14%	388,176
2018.....	17.114133	16.067288	-6.12%	451,160
2017.....	14.303136	17.114133	19.65%	543,445
2016.....	13.008544	14.303136	9.95%	437,187
2015.....	13.056769	13.008544	-0.37%	388,205
2014.....	11.698844	13.056769	11.61%	256,104
2013*.....	10.000000	11.698844	16.99%	107,627
<b>Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ</b>				
2019.....	10.469473	10.755725	2.73%	693,172
2018.....	10.521816	10.469473	-0.50%	777,967
2017.....	10.494294	10.521816	0.26%	913,987
2016.....	10.373648	10.494294	1.16%	830,712
2015.....	10.546244	10.373648	-1.64%	843,099
2014.....	10.632633	10.546244	-0.81%	740,432
2013.....	10.761332	10.632633	-1.20%	633,189
2012.....	10.532312	10.761332	2.17%	462,880
2011.....	10.533921	10.532312	-0.02%	273,637
2010.....	10.420495	10.533921	1.09%	70,345
<b>Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ</b>				
2019.....	14.326130	17.669232	23.34%	117,758
2018.....	16.373188	14.326130	-12.50%	122,611
2017.....	14.528012	16.373188	12.70%	172,075
2016.....	12.177331	14.528012	19.30%	136,517
2015.....	12.970958	12.177331	-6.12%	130,927
2014.....	12.569682	12.970958	3.19%	41,494
2013*.....	10.000000	12.569682	25.70%	16,298

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ</b>				
2019.....	17.239895	23.284072	35.06%	243,289
2018.....	18.792777	17.239895	-8.26%	267,964
2017.....	14.930349	18.792777	25.87%	318,688
2016.....	14.262772	14.930349	4.68%	340,808
2015.....	14.500762	14.262772	-1.64%	437,786
2014.....	14.164867	14.500762	2.37%	369,399
2013.....	10.354080	14.164867	36.80%	379,697
2012.....	9.150703	10.354080	13.15%	436,602
2011.....	9.702858	9.150703	-5.69%	353,919
2010.....	7.773151	9.702858	24.83%	59,339
<b>Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ</b>				
2019.....	22.579931	23.108045	2.34%	193,430
2018.....	22.647761	22.579931	-0.30%	216,907
2017.....	22.742550	22.647761	-0.42%	260,210
2016.....	22.763730	22.742550	-0.09%	233,080
2015.....	23.021249	22.763730	-1.12%	233,536
2014.....	23.183057	23.021249	-0.70%	276,421
2013.....	23.344417	23.183057	-0.69%	286,697
2012.....	22.611361	23.344417	3.24%	293,400
2011.....	22.842396	22.611361	-1.01%	247,423
2010.....	21.981507	22.842396	3.92%	69,306
<b>PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.857233	11.974557	10.29%	19,577
2018.....	11.634778	10.857233	-6.68%	19,605
2017.....	10.396674	11.634778	11.91%	15,347
2016.....	9.329288	10.396674	11.44%	12,390
2015.....	10.408498	9.329288	-10.37%	9,157
2014.....	10.497838	10.408498	-0.85%	12,290
2013.....	10.624494	10.497838	-1.19%	12,495
2012*.....	10.000000	10.624494	6.24%	4,857
<b>PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.042953	11.364808	13.16%	3,322
2018.....	10.691884	10.042953	-6.07%	5,421
2017.....	9.867279	10.691884	8.36%	22,535
2016.....	8.830153	9.867279	11.75%	19,719
2015.....	9.163182	8.830153	-3.63%	4,788
2014.....	9.155270	9.163182	0.09%	59,033

**No Additional Contract Options Elected Total - 1.30%**  
**Variable account charges of the daily net assets of the variable account - 1.30%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ</b>				
2019.....	11.465432	12.099198	5.53%	40,558
2018.....	12.110606	11.465432	-5.33%	49,268
2017.....	11.080258	12.110606	9.30%	54,345
2016.....	10.909064	11.080258	1.57%	59,048
2015.....	11.907130	10.909064	-8.38%	104,584
2014.....	12.027758	11.907130	-1.00%	92,221
2013.....	13.042689	12.027758	-7.78%	232,993
2012.....	12.557857	13.042689	3.86%	76,856
2011.....	11.735153	12.557857	7.01%	51,990
2010.....	10.870871	11.735153	7.95%	22,832
<b>PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ</b>				
2019.....	11.325917	11.617299	2.57%	3,822,282
2018.....	11.448769	11.325917	-1.07%	4,447,948
2017.....	11.455698	11.448769	-0.06%	4,764,018
2016.....	11.456652	11.455698	-0.01%	4,855,246
2015.....	11.583367	11.456652	-1.09%	4,714,633
2014.....	11.648781	11.583367	-0.56%	4,705,797
2013.....	11.829684	11.648781	-1.53%	4,572,541
2012.....	11.334165	11.829684	4.37%	4,117,878
2011.....	11.368465	11.334165	-0.30%	2,850,658
2010.....	10.950340	11.368465	3.82%	758,500
<b>PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.224159	10.363327	1.36%	239,050
2018.....	10.213804	10.224159	0.10%	213,492
2017.....	10.114803	10.213804	0.98%	72,961
2016*.....	10.000000	10.114803	1.15%	21,014
<b>PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.932460	11.680251	6.84%	2,720,488
2018.....	11.148048	10.932460	-1.93%	3,311,548
2017.....	10.775420	11.148048	3.46%	3,281,398
2016.....	10.642012	10.775420	1.25%	3,266,975
2015.....	10.746116	10.642012	-0.97%	3,306,085
2014.....	10.452058	10.746116	2.81%	3,506,326
2013.....	10.811694	10.452058	-3.33%	3,641,439
2012.....	10.004024	10.811694	8.07%	3,348,016
2011*.....	10.000000	10.004024	0.04%	1,729,908
<b>Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ</b>				
2019.....	17.484904	21.598420	23.53%	2,075
2018.....	21.903042	17.484904	-20.17%	840
2017.....	17.530889	21.903042	24.94%	2,119
2016.....	18.207858	17.530889	-3.72%	0



No Additional Contract Options Elected Total - 1.30%  
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ</b>				
2019.....	34.971167	44.398632	26.96%	65,039
2018.....	35.133185	34.971167	-0.46%	69,062
2017.....	27.959682	35.133185	25.66%	95,254
2016.....	31.726679	27.959682	-11.87%	115,575
2015.....	28.580474	31.726679	11.01%	187,162
2014.....	22.066684	28.580474	29.52%	174,829
2013.....	14.854028	22.066684	48.56%	176,513
2012.....	11.488675	14.854028	29.29%	163,255
2011.....	10.544560	11.488675	8.95%	100,695
2010*.....	10.000000	10.544560	5.45%	12,017
<b>VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ</b>				
2019.....	5.294856	5.829420	10.10%	107,591
2018.....	7.495412	5.294856	-29.36%	162,269
2017.....	7.746583	7.495412	-3.24%	203,252
2016.....	5.472537	7.746583	41.55%	115,574
2015.....	8.353783	5.472537	-34.49%	167,435
2014.....	10.494193	8.353783	-20.40%	184,170
2013.....	9.639938	10.494193	8.86%	227,635
2012*.....	10.000000	9.639938	-3.60%	75,013
<b>VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ</b>				
2019.....	27.353905	30.202695	10.41%	8,899
2018.....	38.643925	27.353905	-29.22%	10,200
2017.....	39.827798	38.643925	-2.97%	12,432
2016.....	28.077975	39.827798	41.85%	12,944
2015.....	42.745337	28.077975	-34.31%	16,676
2014.....	53.536208	42.745337	-20.16%	18,598
2013.....	49.072107	53.536208	9.10%	21,454
2012.....	48.091591	49.072107	2.04%	34,819
<b>Virtus Variable Insurance Trust - Virtus Duff &amp; Phelps Real Estate Securities Series: Class A - Q/NQ</b>				
2019*.....	10.000000	10.794517	7.95%	0
<b>Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ</b>				
2019.....	30.232592	37.248496	23.21%	149,388
2018.....	30.237241	30.232592	-0.02%	159,901
2017.....	24.340346	30.237241	24.23%	219,877
2016.....	22.887061	24.340346	6.35%	245,693
2015.....	23.876779	22.887061	-4.15%	313,854
2014.....	24.654228	23.876779	-3.15%	333,337
2013.....	16.626985	24.654228	48.28%	252,006
2012.....	15.617243	16.626985	6.47%	292,717
2011.....	16.584886	15.617243	-5.83%	243,602
2010.....	13.254565	16.584886	25.13%	61,970

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ</b>				
2019.....	11.208026	12.644987	12.82%	162
2018.....	12.357828	11.208026	-9.30%	149
2017.....	11.040732	12.357828	11.93%	155
2016.....	10.909664	11.040732	1.20%	154
2015.....	11.290479	10.909664	-3.37%	141
2014.....	11.067087	11.290479	2.02%	62
2013.....	10.099288	11.067087	9.58%	61
2012*.....	10.000000	10.099288	0.99%	55
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B - Q/NQ</b>				
2019.....	7.617208	8.709290	14.34%	0
2018*.....	10.000000	7.617208	-23.83%	0
<b>AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ</b>				
2019.....	33.354373	39.152874	17.38%	151
2018.....	40.227133	33.354373	-17.08%	145
2017.....	36.408893	40.227133	10.49%	479
2016.....	29.799540	36.408893	22.18%	562
2015.....	32.276721	29.799540	-7.67%	1,142
2014.....	30.261854	32.276721	6.66%	1,164
2013.....	22.458355	30.261854	34.75%	17,201
2012.....	19.364694	22.458355	15.98%	17,348
2011.....	21.645669	19.364694	-10.54%	32,547
2010.....	17.465534	21.645669	23.93%	0
<b>American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ</b>				
2019.....	11.926630	12.715646	6.62%	410
2018.....	12.537282	11.926630	-4.87%	1,136
2017.....	12.351936	12.537282	1.50%	1,136
2016.....	12.085906	12.351936	2.20%	1,136
2015.....	12.657600	12.085906	-4.52%	1,136
2014.....	12.516108	12.657600	1.13%	2,717
2013.....	13.969137	12.516108	-10.40%	3,737
2012.....	13.288066	13.969137	5.13%	11,238
2011.....	12.145743	13.288066	9.41%	18,894
2010.....	11.802059	12.145743	2.91%	11,926
<b>American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class II - Q/NQ</b>				
2019.....	23.593780	29.795351	26.28%	0
2018.....	27.692468	23.593780	-14.80%	0
2017.....	25.374833	27.692468	9.13%	0
2016.....	21.119632	25.374833	20.15%	0
2015.....	21.918914	21.119632	-3.65%	2,392
2014.....	19.261251	21.918914	13.80%	2,392
2013.....	15.145649	19.261251	27.17%	3,000
2012.....	13.311218	15.145649	13.78%	3,023
2011.....	13.711769	13.311218	-2.92%	0
2010.....	11.771784	13.711769	16.48%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ</b>				
2019.....	10.094515	11.351318	12.45%	0
2018.....	10.618982	10.094515	-4.94%	0
2017.....	10.129147	10.618982	4.84%	0
2016.....	9.170291	10.129147	10.46%	0
2015*.....	10.000000	9.170291	-8.30%	0
<b>BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ</b>				
2019.....	9.596670	10.254532	6.86%	0
2018.....	9.874908	9.596670	-2.82%	0
2017.....	9.772808	9.874908	1.04%	0
2016.....	9.742291	9.772808	0.31%	0
2015*.....	10.000000	9.742291	-2.58%	0
<b>BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ</b>				
2019.....	11.409599	14.237438	24.78%	10,266
2018.....	12.589432	11.409599	-9.37%	2,349
2017.....	11.038366	12.589432	14.05%	2,349
2016.....	9.714392	11.038366	13.63%	2,349
2015*.....	10.000000	9.714392	-2.86%	0
<b>BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ</b>				
2019.....	14.530599	16.751285	15.28%	13,310
2018.....	16.061355	14.530599	-9.53%	14,088
2017.....	14.427148	16.061355	11.33%	14,022
2016.....	14.195594	14.427148	1.63%	14,024
2015.....	14.646763	14.195594	-3.08%	60,011
2014.....	14.677369	14.646763	-0.21%	63,308
2013.....	13.103201	14.677369	12.01%	68,672
2012.....	12.171792	13.103201	7.65%	28,427
2011.....	12.901996	12.171792	-5.66%	26,669
2010.....	12.006618	12.901996	7.46%	17,332
<b>BNY Mellon Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ</b>				
2019.....	10.837279	12.716259	17.34%	597
2018.....	13.130826	10.837279	-17.47%	589
2017.....	11.658186	13.130826	12.63%	646
2016.....	10.336229	11.658186	12.79%	680
2015.....	10.830491	10.336229	-4.56%	17,419
2014*.....	10.000000	10.830491	8.30%	0
<b>BNY Mellon Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ</b>				
2019.....	36.774684	43.999632	19.65%	148
2018.....	41.272688	36.774684	-10.90%	132
2017.....	37.503708	41.272688	10.05%	144
2016.....	30.467372	37.503708	23.09%	159
2015.....	31.863244	30.467372	-4.38%	1,668
2014.....	30.961078	31.863244	2.91%	1,949
2013.....	22.474371	30.961078	37.76%	2,285
2012.....	19.835131	22.474371	13.31%	2,337
2011.....	20.146375	19.835131	-1.54%	398
2010.....	16.354284	20.146375	23.19%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>BNY Mellon Stock Index Fund, Inc.: Service Shares - Q/NQ</b>				
2019.....	27.493199	35.093127	27.64%	537
2018.....	29.519423	27.493199	-6.86%	1,184
2017.....	24.874226	29.519423	18.67%	1,222
2016.....	22.797927	24.874226	9.11%	1,249
2015.....	23.086481	22.797927	-1.25%	6,681
2014.....	20.849501	23.086481	10.73%	7,210
2013.....	16.169811	20.849501	28.94%	7,084
2012.....	14.303996	16.169811	13.04%	6,423
2011.....	14.377214	14.303996	-0.51%	14,725
2010.....	12.821532	14.377214	12.13%	0
<b>BNY Mellon Variable Investment Fund - Appreciation Portfolio: Service Shares - Q/NQ</b>				
2019.....	23.649499	31.387990	32.72%	0
2018.....	26.006995	23.649499	-9.06%	0
2017.....	20.914245	26.006995	24.35%	926
2016.....	19.846568	20.914245	5.38%	1,110
2015.....	20.837798	19.846568	-4.76%	21,066
2014.....	19.739772	20.837798	5.56%	21,034
2013.....	16.687695	19.739772	18.29%	42,174
2012.....	15.477413	16.687695	7.82%	42,167
2011.....	14.538119	15.477413	6.46%	35,420
2010.....	12.907789	14.538119	12.63%	0
<b>Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ</b>				
2019.....	9.540617	10.883559	14.08%	0
2018.....	10.152386	9.540617	-6.03%	0
2017*.....	10.000000	10.152386	1.52%	0
<b>Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ</b>				
2019.....	13.154377	16.447949	25.04%	0
2018.....	16.179793	13.154377	-18.70%	0
2017.....	14.787159	16.179793	9.42%	0
2016.....	11.521766	14.787159	28.34%	0
2015.....	12.582057	11.521766	-8.43%	0
2014.....	12.168294	12.582057	3.40%	0
2013*.....	10.000000	12.168294	21.68%	0
<b>Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ</b>				
2019.....	10.100426	10.588293	4.83%	0
2018.....	10.327162	10.100426	-2.20%	4,800
2017.....	10.197053	10.327162	1.28%	4,800
2016.....	9.559951	10.197053	6.66%	4,800
2015.....	9.862874	9.559951	-3.07%	9,599
2014.....	10.017111	9.862874	-1.54%	0
<b>Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	8.200226	10.371712	26.48%	0
2018*.....	10.000000	8.200226	-18.00%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	14.843531	16.820596	13.32%	0
2018.....	15.838739	14.843531	-6.28%	0
2017.....	14.342129	15.838739	10.44%	0
2016.....	13.920827	14.342129	3.03%	0
2015.....	14.295277	13.920827	-2.62%	0
2014.....	14.011870	14.295277	2.02%	0
2013.....	12.643856	14.011870	10.82%	0
2012.....	11.574966	12.643856	9.23%	0
2011.....	11.873459	11.574966	-2.51%	0
2010.....	10.776056	11.873459	10.18%	0
<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	15.657816	18.376302	17.36%	4,920
2018.....	17.030743	15.657816	-8.06%	5,199
2017.....	14.962036	17.030743	13.83%	5,399
2016.....	14.443940	14.962036	3.59%	8,559
2015.....	14.821828	14.443940	-2.55%	8,904
2014.....	14.474615	14.821828	2.40%	9,008
2013.....	12.785948	14.474615	13.21%	9,104
2012.....	11.551050	12.785948	10.69%	9,099
2011.....	11.946635	11.551050	-3.31%	1,406
2010.....	10.673348	11.946635	11.93%	0
<b>Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	16.683380	20.271355	21.51%	0
2018.....	18.536369	16.683380	-10.00%	0
2017.....	15.686541	18.536369	18.17%	0
2016.....	15.062039	15.686541	4.15%	0
2015.....	15.467076	15.062039	-2.62%	0
2014.....	15.083411	15.467076	2.54%	0
2013.....	12.690069	15.083411	18.86%	0
2012.....	11.254305	12.690069	12.76%	0
2011.....	11.829935	11.254305	-4.87%	0
2010.....	10.426657	11.829935	13.46%	0
<b>Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.037556	13.411647	21.51%	0
2018.....	11.799710	11.037556	-6.46%	0
2017.....	10.379279	11.799710	13.69%	0
2016*.....	10.000000	10.379279	3.79%	0
<b>Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	31.245223	40.155939	28.52%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.457213	12.318603	7.52%	2,874
2018.....	15.557870	11.457213	-26.36%	2,874
2017.....	16.344257	15.557870	-4.81%	2,874
2016.....	12.504226	16.344257	30.71%	2,874
2015.....	16.117204	12.504226	-22.42%	32,112
2014.....	18.872608	16.117204	-14.60%	31,634
2013.....	15.527989	18.872608	21.54%	51,365
2012.....	15.144867	15.527989	2.53%	51,437
2011.....	16.317591	15.144867	-7.19%	43,143
2010.....	13.987693	16.317591	16.66%	8,355
<b>Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	22.907168	28.505279	24.44%	3,901
2018.....	25.585818	22.907168	-10.47%	3,993
2017.....	23.198359	25.585818	10.29%	4,065
2016.....	20.129717	23.198359	15.24%	4,170
2015.....	21.471624	20.129717	-6.25%	4,744
2014.....	20.217816	21.471624	6.20%	3,904
2013.....	16.155606	20.217816	25.14%	4,067
2012.....	14.098424	16.155606	14.59%	4,168
2011.....	14.306539	14.098424	-1.45%	11,020
2010.....	12.716264	14.306539	12.51%	0
<b>Fidelity Variable Insurance Products Fund - VIP Growth &amp; Income Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	11.368158	14.432747	26.96%	0
2018.....	12.789088	11.368158	-11.11%	0
2017.....	11.201769	12.789088	14.17%	0
2016*.....	10.000000	11.201769	12.02%	0
<b>Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	30.617218	40.158620	31.16%	5,443
2018.....	31.413591	30.617218	-2.54%	2,834
2017.....	23.799118	31.413591	31.99%	3,114
2016.....	24.175276	23.799118	-1.56%	3,388
2015.....	23.099004	24.175276	4.66%	2,438
2014.....	21.253794	23.099004	8.68%	1,261
2013.....	15.962768	21.253794	33.15%	25,194
2012.....	14.253099	15.962768	12.00%	22,541
2011.....	14.562929	14.253099	-2.13%	37,036
2010.....	12.009351	14.562929	21.26%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	12.849635	13.762858	7.11%	1,997
2018.....	13.230944	12.849635	-2.88%	2,263
2017.....	12.995201	13.230944	1.81%	2,196
2016.....	12.704293	12.995201	2.29%	2,011
2015.....	13.088037	12.704293	-2.93%	2,023
2014.....	12.657694	13.088037	3.40%	2,632
2013.....	13.202218	12.657694	-4.12%	3,645
2012.....	12.770479	13.202218	3.38%	3,095
2011.....	12.186292	12.770479	4.79%	1,513
2010.....	11.574050	12.186292	5.29%	0
<b>Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	35.723508	43.077505	20.59%	505
2018.....	42.820145	35.723508	-16.57%	894
2017.....	36.284131	42.820145	18.01%	1,236
2016.....	33.112218	36.284131	9.58%	1,346
2015.....	34.382591	33.112218	-3.69%	2,473
2014.....	33.122328	34.382591	3.80%	4,112
2013.....	24.900640	33.122328	33.02%	4,100
2012.....	22.202713	24.900640	12.15%	4,269
2011.....	25.439024	22.202713	-12.72%	1,366
2010.....	20.209885	25.439024	25.87%	0
<b>Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	20.338794	25.387643	24.82%	255
2018.....	24.460845	20.338794	-16.85%	251
2017.....	19.220118	24.460845	27.27%	247
2016.....	20.723042	19.220118	-7.25%	265
2015.....	20.492118	20.723042	1.13%	685
<b>Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ</b>				
2019.....	10.970913	13.205413	20.37%	0
2018.....	11.981023	10.970913	-8.43%	0
2017.....	11.792508	11.981023	1.60%	0
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 - Q/NQ</b>				
2019.....	11.832401	13.884435	17.34%	0
2018.....	13.378577	11.832401	-11.56%	0
2017.....	12.202941	13.378577	9.63%	0
2016.....	11.012447	12.202941	10.81%	0
2015.....	11.993944	11.012447	-8.18%	0
2014.....	11.911984	11.993944	0.69%	0
2013.....	9.830592	11.911984	21.17%	0
2012.....	8.706930	9.830592	12.91%	0
2011.....	9.032608	8.706930	-3.61%	0
2010.....	8.368173	9.032608	7.94%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ</b>				
2019.....	14.617081	16.608205	13.62%	8,255
2018.....	15.604021	14.617081	-6.32%	8,255
2017.....	14.532036	15.604021	7.38%	8,255
2016.....	13.017354	14.532036	11.64%	8,255
2015.....	14.305828	13.017354	-9.01%	9,479
2014.....	13.967963	14.305828	2.42%	9,479
2013.....	12.521814	13.967963	11.55%	9,109
2012.....	11.354426	12.521814	10.28%	5,610
2011.....	11.327373	11.354426	0.24%	3,816
2010.....	10.268844	11.327373	10.31%	0

<b>Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ</b>				
2019.....	32.236596	39.875065	23.70%	142
2018.....	37.799637	32.236596	-14.72%	146
2017.....	34.891526	37.799637	8.33%	355
2016.....	27.374044	34.891526	27.46%	399
2015.....	30.191621	27.374044	-9.33%	1,181
2014.....	30.664291	30.191621	-1.54%	1,148
2013.....	22.990371	30.664291	33.38%	1,134
2012.....	19.837005	22.990371	15.90%	1,228
2011.....	21.053389	19.837005	-5.78%	520
2010.....	16.771307	21.053389	25.53%	0

<b>Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ</b>				
2019.....	9.092780	9.081020	-0.13%	1,305
2018.....	9.112346	9.092780	-0.21%	1,305
2017.....	9.131417	9.112346	-0.21%	1,305
2016.....	9.060502	9.131417	0.78%	1,305
2015.....	9.671224	9.060502	-6.31%	2,471
2014.....	9.700854	9.671224	-0.31%	3,062

<b>Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ</b>				
2019.....	11.236788	12.313959	9.59%	0
2018.....	11.999485	11.236788	-6.36%	0
2017.....	10.835418	11.999485	10.74%	0
2016.....	10.607097	10.835418	2.15%	0
2015.....	11.503874	10.607097	-7.80%	0
2014.....	11.304616	11.503874	1.76%	0
2013.....	10.167635	11.304616	11.18%	0
2012*.....	10.000000	10.167635	1.68%	0

<b>Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares - Q/NQ</b>				
2019.....	9.354726	9.966226	6.54%	0
2018*.....	10.000000	9.354726	-6.45%	0



**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ</b>				
2019.....	9.252187	9.511993	2.81%	0
2018.....	9.957046	9.252187	-7.08%	9,383
2017.....	9.809567	9.957046	1.50%	9,383
2016.....	10.068100	9.809567	-2.57%	9,383
2015.....	10.097385	10.068100	-0.29%	9,383
2014.....	9.854783	10.097385	2.46%	0
2013*.....	10.000000	9.854783	-1.45%	0
<b>Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ</b>				
2019.....	12.811761	15.683108	22.41%	391
2018.....	14.805622	12.811761	-13.47%	397
2017.....	13.189561	14.805622	12.25%	386
2016.....	11.904712	13.189561	10.79%	385
2015.....	12.703933	11.904712	-6.29%	391
2014.....	12.457051	12.703933	1.98%	166
2013.....	9.904825	12.457051	25.77%	1,985
2012*.....	10.000000	9.904825	-0.95%	167
<b>Invesco Oppenheimer V.I. Global Fund: Series II - Q/NQ</b>				
2019.....	31.169002	40.112644	28.69%	556
2018.....	36.765929	31.169002	-15.22%	562
2017.....	27.546915	36.765929	33.47%	557
2016.....	28.180468	27.546915	-2.25%	572
2015.....	27.765351	28.180468	1.50%	894
2014.....	27.789621	27.765351	-0.09%	846
<b>Invesco Oppenheimer V.I. International Growth Fund: Series II - Q/NQ</b>				
2019.....	8.421502	10.549233	25.27%	0
2018.....	10.694195	8.421502	-21.25%	0
2017.....	8.638425	10.694195	23.80%	0
2016.....	9.069486	8.638425	-4.75%	0
2015.....	8.984982	9.069486	0.94%	0
2014*.....	10.000000	8.984982	-10.15%	0
<b>Invesco Oppenheimer V.I. Main Street Fund: Series II - Q/NQ</b>				
2019.....	24.706065	31.863809	28.97%	813
2018.....	27.462926	24.706065	-10.04%	853
2017.....	24.049417	27.462926	14.19%	882
2016.....	22.070227	24.049417	8.97%	954
2015.....	21.864353	22.070227	0.94%	1,868
2014.....	20.229362	21.864353	8.08%	5,916
2013.....	15.720688	20.229362	28.68%	6,312
2012.....	13.771324	15.720688	14.16%	6,486
2011.....	14.110498	13.771324	-2.40%	3,356
2010.....	12.443640	14.110498	13.40%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Invesco Oppenheimer V.I. Main Street Small Cap Fund: Series II - Q/NQ</b>				
2019.....	34.281717	42.332785	23.49%	557
2018.....	39.147128	34.281717	-12.43%	523
2017.....	35.101577	39.147128	11.53%	670
2016.....	30.467967	35.101577	15.21%	757
2015.....	33.141181	30.467967	-8.07%	16,147
2014.....	30.318552	33.141181	9.31%	16,116
2013.....	22.022269	30.318552	37.67%	16,812
2012.....	19.117619	22.022269	15.19%	16,982
2011.....	20.003588	19.117619	-4.43%	1,254
2010.....	16.604042	20.003588	20.47%	0
<b>Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ</b>				
2019.....	13.867274	16.532735	19.22%	4,216
2018.....	14.981312	13.867274	-7.44%	5,445
2017.....	12.937600	14.981312	15.80%	5,451
2016.....	13.562685	12.937600	-4.61%	5,455
2015.....	15.115308	13.562685	-10.27%	32,084
2014.....	16.297741	15.115308	-7.26%	35,052
2013.....	13.303702	16.297741	22.51%	35,805
2012.....	11.403036	13.303702	16.67%	34,332
2011.....	12.551668	11.403036	-9.15%	2,577
2010.....	11.797263	12.551668	6.39%	35,916
<b>Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ</b>				
2019.....	12.096854	13.168397	8.86%	605
2018.....	12.624780	12.096854	-4.18%	1,079
2017.....	12.087526	12.624780	4.44%	1,095
2016.....	10.626022	12.087526	13.75%	1,085
2015.....	11.609166	10.626022	-8.47%	1,875
2014.....	11.636539	11.609166	-0.24%	1,790
2013.....	10.756707	11.636539	8.18%	2,187
2012*.....	10.000000	10.756707	7.57%	2,213
<b>Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ</b>				
2019.....	15.668950	21.160092	35.04%	1,102
2018.....	16.016357	15.668950	-2.17%	1,080
2017.....	12.891506	16.016357	24.24%	1,187
2016.....	12.408419	12.891506	3.89%	1,253
2015.....	13.452185	12.408419	-7.76%	2,414
2014.....	12.738315	13.452185	5.60%	1,317
2013.....	10.013576	12.738315	27.21%	3,875
2012*.....	10.000000	10.013576	0.14%	2,427
<b>Janus Aspen Series - Janus Henderson Flexible Bond Portfolio: Service Shares - Q/NQ</b>				
2019.....	9.524387	10.189478	6.98%	3,876
2018.....	9.856624	9.524387	-3.37%	3,943
2017.....	9.740863	9.856624	1.19%	3,403
2016.....	9.732986	9.740863	0.08%	3,045
2015*.....	10.000000	9.732986	-2.67%	2,933

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Janus Aspen Series - Janus Henderson Forty Portfolio: Service Shares - Q/NQ</b>				
2019.....	38.167114	51.135801	33.98%	126
2018.....	38.331710	38.167114	-0.43%	134
2017.....	30.117230	38.331710	27.28%	158
2016.....	30.175337	30.117230	-0.19%	176
2015.....	27.535550	30.175337	9.59%	39,607
2014.....	25.930457	27.535550	6.19%	16,675
2013.....	20.236256	25.930457	28.14%	17,264
2012.....	16.689381	20.236256	21.25%	19,619
2011.....	18.318292	16.689381	-8.89%	429
2010.....	17.572410	18.318292	4.24%	0
<b>Janus Aspen Series - Janus Henderson Global Technology and Innovation Portfolio: Service Shares - Q/NQ</b>				
2019.....	22.494959	31.893226	41.78%	1,964
2018.....	22.773268	22.494959	-1.22%	124
2017.....	16.050898	22.773268	41.88%	124
2016.....	14.399596	16.050898	11.47%	3,654
2015.....	14.055504	14.399596	2.45%	17,486
2014.....	13.129661	14.055504	7.05%	13,956
2013.....	9.905487	13.129661	32.55%	13,832
2012*.....	10.000000	9.905487	-0.95%	12,783
<b>Janus Aspen Series - Janus Henderson Overseas Portfolio: Service Shares - Q/NQ</b>				
2019.....	23.791493	29.512459	24.05%	0
2018.....	28.640129	23.791493	-16.93%	0
2017.....	22.363430	28.640129	28.07%	0
2016.....	24.484192	22.363430	-8.66%	0
2015.....	27.424288	24.484192	-10.72%	0
2014.....	31.869561	27.424288	-13.95%	1,564
2013.....	28.484938	31.869561	11.88%	1,480
2012.....	25.708882	28.484938	10.80%	1,475
<b>Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ</b>				
2019.....	8.439087	9.760739	15.66%	0
2018.....	10.585609	8.439087	-20.28%	0
2017.....	8.458267	10.585609	25.15%	0
2016.....	7.152777	8.458267	18.25%	0
2015.....	9.139356	7.152777	-21.74%	0
2014.....	9.789409	9.139356	-6.64%	0
<b>Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ</b>				
2019.....	9.773931	10.373407	6.13%	0
2018.....	10.088315	9.773931	-3.12%	0
2017.....	9.920786	10.088315	1.69%	0
2016*.....	10.000000	9.920786	-0.79%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ</b>				
2019.....	15.466335	21.391348	38.31%	0
2018.....	16.076144	15.466335	-3.79%	0
2017.....	12.997400	16.076144	23.69%	0
2016.....	12.201816	12.997400	6.52%	0
2015.....	12.736892	12.201816	-4.20%	2,504
2014.....	14.064242	12.736892	-9.44%	2,504
2013.....	10.172689	14.064242	38.25%	3,406
2012*.....	10.000000	10.172689	1.73%	1,776
<b>MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ</b>				
2019.....	28.146963	35.686596	26.79%	899
2018.....	32.076443	28.146963	-12.25%	875
2017.....	27.918863	32.076443	14.89%	817
2016.....	25.063313	27.918863	11.39%	857
2015.....	25.842325	25.063313	-3.01%	1,376
2014.....	23.952869	25.842325	7.89%	467
2013.....	18.043582	23.952869	32.75%	3,068
2012.....	15.905352	18.043582	13.44%	1,745
2011.....	16.321966	15.905352	-2.55%	0
2010.....	14.990464	16.321966	8.88%	0
<b>MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class - Q/NQ</b>				
2019*.....	10.000000	10.799069	7.99%	0
<b>MFS® Variable Insurance Trust II - MFS International Intrinsic Value Portfolio: Service Class - Q/NQ</b>				
2019.....	16.762409	20.620262	23.01%	1,822
2018.....	18.968719	16.762409	-11.63%	1,830
2017.....	15.277072	18.968719	24.16%	2,536
2016.....	15.026600	15.277072	1.67%	2,690
2015.....	14.436485	15.026600	4.09%	16,286
2014.....	14.580986	14.436485	-0.99%	3,697
2013.....	11.668920	14.580986	24.96%	8,008
2012.....	10.281748	11.668920	13.49%	7,916
2011.....	10.691901	10.281748	-3.84%	12,427
2010*.....	10.000000	10.691901	6.92%	0
<b>Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ</b>				
2019.....	9.148955	11.452891	25.18%	0
2018.....	10.146863	9.148955	-9.83%	0
2017.....	9.208705	10.146863	10.19%	0
2016.....	8.181152	9.208705	12.56%	0
2015*.....	10.000000	8.181152	-18.19%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund - Q/NQ</b>				
2019.....	16.787329	20.379389	21.40%	2,994
2018.....	18.476441	16.787329	-9.14%	3,666
2017.....	16.058345	18.476441	15.06%	3,990
2016.....	14.775883	16.058345	8.68%	4,186
2015.....	16.258144	14.775883	-9.12%	4,494
2014.....	16.956943	16.258144	-4.12%	6,025
2013.....	13.129492	16.956943	29.15%	5,847
2012.....	10.937073	13.129492	20.05%	6,193
2011.....	11.273901	10.937073	-2.99%	4,794
2010*.....	10.000000	11.273901	12.74%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ</b>				
2019.....	15.221069	17.998385	18.25%	122,872
2018.....	16.364238	15.221069	-6.99%	134,027
2017.....	14.434525	16.364238	13.37%	139,190
2016.....	13.525972	14.434525	6.72%	158,466
2015.....	13.681474	13.525972	-1.14%	191,648
2014.....	13.310690	13.681474	2.79%	210,727
2013.....	11.028213	13.310690	20.70%	220,943
2012.....	9.735254	11.028213	13.28%	221,646
2011.....	9.852092	9.735254	-1.19%	102,708
2010.....	8.983685	9.852092	9.67%	48,416
<b>Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ</b>				
2019.....	10.546731	11.252815	6.69%	56,896
2018.....	10.891119	10.546731	-3.16%	47,224
2017.....	10.777935	10.891119	1.05%	49,426
2016.....	10.724241	10.777935	0.50%	61,062
2015.....	10.979650	10.724241	-2.33%	94,227
2014.....	10.683291	10.979650	2.77%	95,980
2013.....	11.200755	10.683291	-4.62%	96,319
2012.....	10.900226	11.200755	2.76%	84,805
2011.....	10.530616	10.900226	3.51%	16,252
2010.....	10.148537	10.530616	3.76%	27,647
<b>Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ</b>				
2019.....	16.832134	22.209857	31.95%	2,947
2018.....	18.984142	16.832134	-11.34%	2,981
2017.....	14.805268	18.984142	28.23%	3,362
2016.....	15.093694	14.805268	-1.91%	3,644
2015.....	14.470660	15.093694	4.31%	49,524
2014.....	14.514649	14.470660	-0.30%	46,547
2013.....	11.524943	14.514649	25.94%	77,645
2012.....	9.642894	11.524943	19.52%	79,827
2011.....	10.860433	9.642894	-11.21%	51,769
2010.....	9.966894	10.860433	8.97%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ</b>				
2019.....	18.732446	23.893324	27.55%	1,689
2018.....	19.263039	18.732446	-2.75%	2,781
2017.....	15.395409	19.263039	25.12%	2,832
2016.....	14.417891	15.395409	6.78%	1,604
2015.....	13.837801	14.417891	4.19%	1,651
2014.....	13.079528	13.837801	5.80%	3,288
2013.....	10.307778	13.079528	26.89%	3,433
2012.....	8.968657	10.307778	14.93%	3,635
2011.....	9.611252	8.968657	-6.69%	2,724
2010.....	8.306090	9.611252	15.71%	0
<b>Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ</b>				
2019.....	15.582979	19.171476	23.03%	35,636
2018.....	16.274784	15.582979	-4.25%	28,151
2017.....	13.633401	16.274784	19.37%	33,844
2016.....	12.535173	13.633401	8.76%	51,419
2015.....	12.666441	12.535173	-1.04%	82,557
2014.....	11.737675	12.666441	7.91%	91,369
2013.....	9.016676	11.737675	30.18%	98,998
2012.....	7.868002	9.016676	14.60%	111,105
2011.....	8.220211	7.868002	-4.28%	23,185
2010.....	7.566033	8.220211	8.65%	39,849
<b>Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I - Q/NQ</b>				
2019.....	14.311442	15.295547	6.88%	745
2018.....	14.971224	14.311442	-4.41%	842
2017.....	14.380930	14.971224	4.10%	2,526
2016.....	13.519510	14.380930	6.37%	2,522
2015.....	14.220555	13.519510	-4.93%	2,595
2014.....	13.982557	14.220555	1.70%	1,745
2013.....	14.444925	13.982557	-3.20%	6,913
2012.....	13.145245	14.444925	9.89%	1,552
2011.....	12.720750	13.145245	3.34%	6,950
2010.....	11.749549	12.720750	8.27%	0
<b>Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ</b>				
2019.....	25.514619	31.724672	24.34%	2,316
2018.....	28.166348	25.514619	-9.41%	2,316
2017.....	24.444797	28.166348	15.22%	2,316
2016.....	21.235775	24.444797	15.11%	2,316
2015.....	23.203218	21.235775	-8.48%	2,316
2014.....	21.758697	23.203218	6.64%	1,442
2013.....	16.426574	21.758697	32.46%	3,075
2012.....	14.199541	16.426574	15.68%	1,384
2011.....	14.882969	14.199541	-4.59%	0
2010.....	13.168073	14.882969	13.02%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ</b>				
2019.....	9.681676	10.894942	12.53%	0
2018.....	10.805934	9.681676	-10.40%	0
2017.....	9.319140	10.805934	15.95%	0
2016.....	9.243528	9.319140	0.82%	0
<b>Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II - Q/NQ</b>				
2019.....	10.039934	10.476432	4.35%	0
2018*.....	10.000000	10.039934	0.40%	0
<b>Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ</b>				
2019.....	19.851464	22.299447	12.33%	0
2018.....	20.906675	19.851464	-5.05%	5,619
2017.....	20.002296	20.906675	4.52%	5,619
2016.....	17.896590	20.002296	11.77%	5,619
2015.....	18.769942	17.896590	-4.65%	12,710
2014.....	18.695763	18.769942	0.40%	7,985
<b>Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ</b>				
2019.....	15.225735	19.092609	25.40%	389
2018.....	16.374200	15.225735	-7.01%	425
2017.....	13.405191	16.374200	22.15%	509
2016.....	12.058722	13.405191	11.17%	622
2015.....	12.466092	12.058722	-3.27%	1,077
2014.....	11.949694	12.466092	4.32%	1,769
2013.....	8.503886	11.949694	40.52%	1,905
2012.....	7.435009	8.503886	14.38%	2,298
2011.....	8.596188	7.435009	-13.51%	2,332
2010.....	7.609657	8.596188	12.96%	0
<b>Nationwide Variable Insurance Trust - NVIT AllianzGI International Growth Fund: Class II - Q/NQ</b>				
2019.....	9.560578	12.433416	30.05%	4,591
2018.....	11.720764	9.560578	-18.43%	4,856
2017.....	9.536194	11.720764	22.91%	4,337
2016.....	9.987045	9.536194	-4.51%	4,362
2015.....	10.268527	9.987045	-2.74%	4,764
2014.....	10.632574	10.268527	-3.42%	5,101
2013.....	8.969949	10.632574	18.54%	0
2013.....	8.969949	10.632574	18.54%	4,928
2012.....	7.931754	8.969949	13.09%	4,914
2011.....	8.964302	7.931754	-11.52%	4,753
2010.....	8.045694	8.964302	11.42%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT AQR Large Cap Defensive Style Fund: Class II - Q/NQ</b>				
2019.....	25.382468	32.061386	26.31%	370
2018.....	26.002203	25.382468	-2.38%	426
2017.....	22.086735	26.002203	17.73%	515
2016.....	20.294666	22.086735	8.83%	552
2015.....	20.593711	20.294666	-1.45%	585
2014.....	18.812481	20.593711	9.47%	0
2013.....	14.692112	18.812481	28.04%	0
2012.....	13.182567	14.692112	11.45%	0
2011.....	13.414038	13.182567	-1.73%	0
2010.....	12.101367	13.414038	10.85%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Aggressive Fund: Class II - Q/NQ</b>				
2019.....	12.720068	15.436757	21.36%	0
2018.....	14.558984	12.720068	-12.63%	0
2017.....	12.412747	14.558984	17.29%	0
2016.....	11.699729	12.412747	6.09%	0
2015.....	12.164071	11.699729	-3.82%	0
2014.....	11.890319	12.164071	2.30%	0
2013.....	9.380363	11.890319	26.76%	0
2012.....	8.249469	9.380363	13.71%	0
2011.....	9.000180	8.249469	-8.34%	0
2010.....	7.997060	9.000180	12.54%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Balanced Fund: Class II - Q/NQ</b>				
2019.....	12.179739	13.853193	13.74%	14,522
2018.....	13.269685	12.179739	-8.21%	41,968
2017.....	12.095767	13.269685	9.71%	43,044
2016.....	11.643302	12.095767	3.89%	44,667
2015.....	12.020417	11.643302	-3.14%	46,692
2014.....	11.772357	12.020417	2.11%	48,968
2013.....	10.487632	11.772357	12.25%	49,605
2012.....	9.646172	10.487632	8.72%	52,932
2011.....	9.986977	9.646172	-3.41%	43,433
2010.....	9.239626	9.986977	8.09%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	12.673830	14.919083	17.72%	54,640
2018.....	14.097627	12.673830	-10.10%	60,324
2017.....	12.433854	14.097627	13.38%	62,617
2016.....	11.833410	12.433854	5.07%	64,309
2015.....	12.250041	11.833410	-3.40%	70,186
2014.....	11.951410	12.250041	2.50%	87,183
2013.....	10.068560	11.951410	18.70%	91,921
2012.....	9.050311	10.068560	11.25%	122,242
2011.....	9.574150	9.050311	-5.47%	74,129
2010.....	8.701376	9.574150	10.03%	25,077



**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Conservative Fund: Class II - Q/NQ</b>				
2019.....	11.198174	12.132844	8.35%	7,418
2018.....	11.745729	11.198174	-4.66%	7,537
2017.....	11.279754	11.745729	4.13%	7,821
2016.....	11.013008	11.279754	2.42%	8,255
2015.....	11.332415	11.013008	-2.82%	4,791
2014.....	11.201751	11.332415	1.17%	5,684
2013.....	10.904150	11.201751	2.73%	5,736
2012.....	10.361633	10.904150	5.24%	5,605
2011.....	10.436119	10.361633	-0.71%	2,814
2010.....	9.981148	10.436119	4.56%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth &amp; Income Fund: Class II - Q/NQ</b>				
2019.....	10.675339	11.898952	11.46%	0
2018.....	11.728069	10.675339	-8.98%	0
2017.....	10.437674	11.728069	12.36%	0
2016.....	10.099735	10.437674	3.35%	0
2015.....	10.779272	10.099735	-6.30%	0
2014.....	10.767145	10.779272	0.11%	0
2013*.....	10.000000	10.767145	7.67%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Managed Growth Fund: Class II - Q/NQ</b>				
2019.....	10.955412	12.378715	12.99%	0
2018.....	12.043653	10.955412	-9.04%	0
2017.....	10.443238	12.043653	15.32%	0
2016.....	10.042727	10.443238	3.99%	0
2015.....	10.784098	10.042727	-6.87%	0
2014.....	10.904919	10.784098	-1.11%	0
2013*.....	10.000000	10.904919	9.05%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderate Fund: Class II - Q/NQ</b>				
2019.....	12.478483	14.433080	15.66%	37,820
2018.....	13.719987	12.478483	-9.05%	50,714
2017.....	12.295793	13.719987	11.58%	53,368
2016.....	11.765889	12.295793	4.50%	59,646
2015.....	12.147767	11.765889	-3.14%	63,776
2014.....	11.866058	12.147767	2.37%	208,253
2013.....	10.288671	11.866058	15.33%	208,342
2012.....	9.352918	10.288671	10.00%	213,430
2011.....	9.781278	9.352918	-4.38%	152,179
2010.....	8.970926	9.781278	9.03%	13,390

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Aggressive Fund: Class II - Q/NQ</b>				
2019.....	12.672378	15.164330	19.66%	0
2018.....	14.305303	12.672378	-11.41%	0
2017.....	12.375109	14.305303	15.60%	0
2016.....	11.747991	12.375109	5.34%	0
2015.....	12.183719	11.747991	-3.58%	0
2014.....	11.902125	12.183719	2.37%	0
2013.....	9.782469	11.902125	21.67%	0
2012.....	8.720778	9.782469	12.17%	0
2011.....	9.343985	8.720778	-6.67%	0
2010.....	8.423079	9.343985	10.93%	0
<b>Nationwide Variable Insurance Trust - NVIT Blueprint(SM) Moderately Conservative Fund: Class II - Q/NQ</b>				
2019.....	11.945377	13.367054	11.90%	24,671
2018.....	12.813410	11.945377	-6.77%	35,099
2017.....	11.910091	12.813410	7.58%	36,434
2016.....	11.476508	11.910091	3.78%	38,088
2015.....	11.848909	11.476508	-3.14%	40,012
2014.....	11.628374	11.848909	1.90%	41,566
2013.....	10.677747	11.628374	8.90%	42,640
2012.....	9.911812	10.677747	7.73%	43,376
2011.....	10.151402	9.911812	-2.36%	30,717
2010.....	9.509979	10.151402	6.74%	10,600
<b>Nationwide Variable Insurance Trust - NVIT Columbia Overseas Value Fund: Class I - Q/NQ</b>				
2019.....	13.110174	14.437499	10.12%	3,397
2018.....	15.885432	13.110174	-17.47%	3,071
2017.....	13.221437	15.885432	20.15%	3,418
2016.....	13.355354	13.221437	-1.00%	3,708
2015.....	14.195994	13.355354	-5.92%	3,543
2014.....	15.786737	14.195994	-10.08%	3,412
2013.....	13.427157	15.786737	17.57%	3,230
2012.....	11.471486	13.427157	17.05%	3,373
2011.....	13.379897	11.471486	-14.26%	4,444
2010.....	12.851162	13.379897	4.11%	0
<b>Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class II - Q/NQ</b>				
2019.....	11.558611	12.300090	6.41%	1,947
2018.....	11.889720	11.558611	-2.78%	1,947
2017.....	11.656840	11.889720	2.00%	1,947
2016.....	11.338656	11.656840	2.81%	1,947
2015.....	11.684768	11.338656	-2.96%	1,947
2014.....	11.401917	11.684768	2.48%	1,947
2013.....	11.899810	11.401917	-4.18%	1,947
2012.....	11.309423	11.899810	5.22%	1,947
2011.....	10.873028	11.309423	4.01%	18,482
2010.....	10.401215	10.873028	4.54%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ</b>				
2019.....	12.227538	13.119225	7.29%	0
2018.....	12.675526	12.227538	-3.53%	0
2017.....	12.476674	12.675526	1.59%	0
2016.....	12.332168	12.476674	1.17%	0
2015.....	12.662207	12.332168	-2.61%	0
2014.....	12.331817	12.662207	2.68%	0
2013.....	12.859829	12.331817	-4.11%	0
2012.....	12.263446	12.859829	4.86%	0
2011.....	11.811464	12.263446	3.83%	0
2010.....	11.159301	11.811464	5.84%	0
<b>Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	11.946547	14.007466	17.25%	0
2018.....	13.588381	11.946547	-12.08%	0
2017.....	11.773326	13.588381	15.42%	0
2016.....	10.795794	11.773326	9.05%	0
2015.....	11.387130	10.795794	-5.19%	0
<b>Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ</b>				
2019.....	11.387718	13.101106	15.05%	0
2018.....	12.620093	11.387718	-9.77%	0
2017.....	11.323695	12.620093	11.45%	0
2016.....	10.633438	11.323695	6.49%	0
2015.....	11.056316	10.633438	-3.82%	0
<b>Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class II - Q/NQ</b>				
2019.....	27.197282	32.661018	20.09%	0
2018.....	33.741448	27.197282	-19.40%	351
2017.....	24.403185	33.741448	38.27%	351
2016.....	23.190795	24.403185	5.23%	351
2015.....	28.279190	23.190795	-17.99%	19,155
2014.....	30.641852	28.279190	-7.71%	24,750
<b>Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q/NQ</b>				
2019.....	11.349180	11.807559	4.04%	719
2018.....	11.599537	11.349180	-2.16%	719
2017.....	11.605754	11.599537	-0.05%	719
2016.....	11.766749	11.605754	-1.37%	719
2015.....	12.032256	11.766749	-2.21%	719
2014.....	11.753335	12.032256	2.37%	719
2013.....	12.512938	11.753335	-6.07%	719
2012.....	12.402888	12.512938	0.89%	719
2011.....	11.811251	12.402888	5.01%	0
2010.....	11.514011	11.811251	2.58%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ</b>				
2019.....	8.454297	8.424194	-0.36%	8,299
2018.....	8.518196	8.454297	-0.75%	8,691
2017.....	8.663894	8.518196	-1.68%	11,074
2016.....	8.848554	8.663894	-2.09%	10,948
2015.....	9.038357	8.848554	-2.10%	11,539
2014.....	9.232234	9.038357	-2.10%	7,541
2013.....	9.430266	9.232234	-2.10%	7,196
2012.....	9.633102	9.430266	-2.11%	18,958
2011.....	9.839155	9.633102	-2.09%	55,680
2010.....	10.050193	9.839155	-2.10%	0
<b>Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class II - Q/NQ</b>				
2019.....	8.199512	9.545587	16.42%	0
2018.....	9.831802	8.199512	-16.60%	0
2017.....	7.902450	9.831802	24.41%	0
2016.....	8.020666	7.902450	-1.47%	0
2015.....	8.465404	8.020666	-5.25%	0
2014.....	8.709707	8.465404	-2.80%	0
2013.....	7.567435	8.709707	15.09%	0
2012.....	6.708630	7.567435	12.80%	0
2011.....	7.613657	6.708630	-11.89%	0
2010.....	6.881959	7.613657	10.63%	0
<b>Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ</b>				
2019.....	8.925745	10.591024	18.66%	713
2018.....	10.618377	8.925745	-15.94%	742
2017.....	8.714238	10.618377	21.85%	775
2016.....	8.854338	8.714238	-1.58%	828
2015.....	9.171695	8.854338	-3.46%	817
2014.....	9.986411	9.171695	-8.16%	666
2013.....	8.429405	9.986411	18.47%	615
2012.....	7.284044	8.429405	15.72%	634
2011.....	8.537033	7.284044	-14.68%	1,732
2010.....	8.119311	8.537033	5.14%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ</b>				
2019.....	24.273171	29.403056	21.13%	0
2018.....	27.205952	24.273171	-10.78%	0
2017.....	23.463521	27.205952	15.95%	0
2016.....	21.892629	23.463521	7.18%	0
2015.....	22.587732	21.892629	-3.08%	0
2014.....	21.976637	22.587732	2.78%	0
2013.....	17.641099	21.976637	24.58%	0
2012.....	15.547767	17.641099	13.46%	0
2011.....	16.530524	15.547767	-5.95%	0
2010.....	14.730000	16.530524	12.22%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ</b>				
2019.....	15.293852	17.269708	12.92%	9,083
2018.....	16.420068	15.293852	-6.86%	21,245
2017.....	15.091454	16.420068	8.80%	21,872
2016.....	14.500350	15.091454	4.08%	22,933
2015.....	14.837165	14.500350	-2.27%	24,374
2014.....	14.490979	14.837165	2.39%	25,355
2013.....	13.049928	14.490979	11.04%	25,382
2012.....	12.186662	13.049928	7.08%	23,614
2011.....	12.338344	12.186662	-1.23%	19,724
2010.....	11.476527	12.338344	7.51%	0

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ</b>				
2019.....	17.916533	21.037957	17.42%	49,134
2018.....	19.569339	17.916533	-8.45%	53,397
2017.....	17.409706	19.569339	12.40%	55,123
2016.....	16.504731	17.409706	5.48%	56,509
2015.....	16.948937	16.504731	-2.62%	58,523
2014.....	16.454880	16.948937	3.00%	56,763
2013.....	14.065705	16.454880	16.99%	54,312
2012.....	12.800099	14.065705	9.89%	53,682
2011.....	13.197581	12.800099	-3.01%	38,414
2010.....	12.032881	13.197581	9.68%	21,418

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ</b>				
2019.....	13.058321	14.002830	7.23%	7,741
2018.....	13.584982	13.058321	-3.88%	7,961
2017.....	13.129456	13.584982	3.47%	8,329
2016.....	12.861902	13.129456	2.08%	8,934
2015.....	13.103123	12.861902	-1.84%	5,577
2014.....	12.882997	13.103123	1.71%	5,683
2013.....	12.552822	12.882997	2.63%	5,688
2012.....	12.191753	12.552822	2.96%	11,493
2011.....	12.098070	12.191753	0.77%	2,855
2010.....	11.669859	12.098070	3.67%	0

<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth &amp; Income Fund: Class II - Q/NQ</b>				
2019.....	10.753355	11.895953	10.63%	0
2018.....	11.640169	10.753355	-7.62%	0
2017.....	10.426211	11.640169	11.64%	0
2016.....	10.074217	10.426211	3.49%	0
2015.....	10.635032	10.074217	-5.27%	0
2014.....	10.602780	10.635032	0.30%	0
2013*.....	10.000000	10.602780	6.03%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ</b>				
2019.....	11.040060	12.456308	12.83%	0
2018.....	12.005065	11.040060	-8.04%	0
2017.....	10.483488	12.005065	14.51%	0
2016.....	10.011825	10.483488	4.71%	0
2015.....	10.647727	10.011825	-5.97%	0
2014.....	10.690787	10.647727	-0.40%	0
2013*.....	10.000000	10.690787	6.91%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ</b>				
2019.....	18.840932	21.718450	15.27%	24,781
2018.....	20.406487	18.840932	-7.67%	33,979
2017.....	18.457007	20.406487	10.56%	35,096
2016.....	17.594988	18.457007	4.90%	36,393
2015.....	18.032786	17.594988	-2.43%	38,015
2014.....	17.512259	18.032786	2.97%	45,741
2013.....	15.337575	17.512259	14.18%	46,445
2012.....	14.138667	15.337575	8.48%	47,343
2011.....	14.447136	14.138667	-2.14%	25,158
2010.....	13.304813	14.447136	8.59%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ</b>				
2019.....	22.027555	26.272276	19.27%	0
2018.....	24.387125	22.027555	-9.68%	0
2017.....	21.348068	24.387125	14.24%	0
2016.....	20.099911	21.348068	6.21%	0
2015.....	20.682040	20.099911	-2.81%	0
2014.....	20.127929	20.682040	2.75%	0
2013.....	16.800084	20.127929	19.81%	0
2012.....	15.085484	16.800084	11.37%	0
2011.....	15.743222	15.085484	-4.18%	0
2010.....	14.251599	15.743222	10.47%	0
<b>Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ</b>				
2019.....	15.959013	17.730494	11.10%	6,486
2018.....	16.935291	15.959013	-5.76%	6,716
2017.....	15.838568	16.935291	6.92%	7,110
2016.....	15.304545	15.838568	3.49%	13,039
2015.....	15.637618	15.304545	-2.13%	13,875
2014.....	15.250271	15.637618	2.54%	14,301
2013.....	14.097796	15.250271	8.17%	14,415
2012.....	13.329259	14.097796	5.77%	9,218
2011.....	13.339394	13.329259	-0.08%	5,147
2010.....	12.556065	13.339394	6.24%	0
<b>Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II - Q/NQ</b>				
2019*.....	10.000000	10.416779	4.17%	0
<b>Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II - Q/NQ</b>				
2019*.....	10.000000	10.715972	7.16%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Jacobs Levy Large Cap Growth Fund: Class II - Q/NQ</b>				
2019.....	16.626792	21.196572	27.48%	10,897
2018.....	17.574365	16.626792	-5.39%	11,022
2017.....	13.820636	17.574365	27.16%	12,035
2016.....	13.840824	13.820636	-0.15%	12,373
2015.....	13.708690	13.840824	0.96%	12,684
2014.....	12.712618	13.708690	7.84%	13,305
2013.....	9.660589	12.712618	31.59%	13,891
2012.....	8.496867	9.660589	13.70%	13,794
2011.....	8.968663	8.496867	-5.26%	14,536
2010.....	7.941252	8.968663	12.94%	0
<b>Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ</b>				
2019.....	10.804585	12.584306	16.47%	0
2018.....	11.596689	10.804585	-6.83%	0
2017.....	10.076027	11.596689	15.09%	0
2016.....	9.481135	10.076027	6.27%	0
2015.....	9.907148	9.481135	-4.30%	0
2014*.....	10.000000	9.907148	-0.93%	0
<b>Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ</b>				
2019.....	12.125524	14.480471	19.42%	0
2018.....	12.714500	12.125524	-4.63%	0
2017.....	10.671108	12.714500	19.15%	0
2016.....	9.904448	10.671108	7.74%	0
2015.....	10.102620	9.904448	-1.96%	0
2014*.....	10.000000	10.102620	1.03%	0
<b>Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Core Fund: Class II - Q/NQ</b>				
2019.....	26.678079	35.868523	34.45%	203
2018.....	27.680130	26.678079	-3.62%	223
2017.....	22.249393	27.680130	24.41%	1,526
2016.....	21.994125	22.249393	1.16%	1,815
2015.....	21.432335	21.994125	2.62%	1,041
2014.....	20.165435	21.432335	6.28%	3,241
2013.....	15.113690	20.165435	33.42%	3,425
2012.....	13.036939	15.113690	15.93%	3,637
2011.....	13.656746	13.036939	-4.54%	1,502
2010.....	12.854703	13.656746	6.24%	0
<b>Nationwide Variable Insurance Trust - NVIT Mellon Dynamic U.S. Equity Income: Class II - Q/NQ</b>				
2019.....	22.311475	27.671305	24.02%	74
2018.....	25.177275	22.311475	-11.38%	76
2017.....	23.714716	25.177275	6.17%	76
2016.....	20.149278	23.714716	17.70%	71
2015.....	21.538248	20.149278	-6.45%	77
2014.....	19.478221	21.538248	10.58%	33
2013.....	15.110100	19.478221	28.91%	35
2012.....	13.486709	15.110100	12.04%	36
2011.....	13.708726	13.486709	-1.62%	0
2010.....	12.375076	13.708726	10.78%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ</b>				
2019.....	34.944499	42.986267	23.01%	598
2018.....	40.284670	34.944499	-13.26%	623
2017.....	35.538473	40.284670	13.36%	636
2016.....	30.175994	35.538473	17.77%	94
2015.....	31.624771	30.175994	-4.58%	804
2014.....	29.522061	31.624771	7.12%	939
2013.....	22.664722	29.522061	30.26%	16,472
2012.....	19.708343	22.664722	15.00%	16,503
2011.....	20.655840	19.708343	-4.59%	26,645
2010.....	16.718064	20.655840	23.55%	52
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II - Q/NQ</b>				
2019.....	13.285188	15.120682	13.82%	5,252
2018.....	16.418082	13.285188	-19.08%	4,860
2017.....	13.685193	16.418082	19.97%	4,456
2016.....	13.314687	13.685193	2.78%	4,701
2015.....	14.368478	13.314687	-7.33%	4,772
2014.....	16.249274	14.368478	-11.57%	4,610
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ</b>				
2019.....	13.512239	16.548678	22.47%	9,952
2018.....	15.649439	13.512239	-13.66%	9,916
2017.....	13.976794	15.649439	11.97%	11,562
2016.....	12.301852	13.976794	13.62%	11,919
2015.....	13.012971	12.301852	-5.46%	14,032
2014.....	12.057068	13.012971	7.93%	15,249
2013.....	9.120782	12.057068	32.19%	16,111
2012.....	7.923076	9.120782	15.12%	24,922
2011.....	8.617750	7.923076	-8.06%	16,783
2010.....	7.807353	8.617750	10.38%	253
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ</b>				
2019.....	17.133925	20.774135	21.25%	2,387
2018.....	20.155167	17.133925	-14.99%	2,390
2017.....	18.083617	20.155167	11.46%	2,365
2016.....	15.706927	18.083617	15.13%	2,335
2015.....	16.520612	15.706927	-4.93%	2,726
2014.....	14.420566	16.520612	14.56%	2,885
2013.....	10.856424	14.420566	32.83%	3,060
2012.....	9.531795	10.856424	13.90%	3,344
2011.....	9.967239	9.531795	-4.37%	3,381
2010.....	8.510135	9.967239	17.12%	0



**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II - Q/NQ</b>				
2019.....	23.944300	31.734474	32.53%	64
2018.....	26.650753	23.944300	-10.16%	73
2017.....	21.838250	26.650753	22.04%	71
2016.....	20.642024	21.838250	5.80%	77
2015.....	20.973774	20.642024	-1.58%	75
2014.....	20.893389	20.973774	0.38%	34
2013.....	14.825411	20.893389	40.93%	22,765
2012.....	13.390907	14.825411	10.71%	22,770
2011.....	13.796402	13.390907	-2.94%	38,560
2010.....	11.264231	13.796402	22.48%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class II - Q/NQ</b>				
2019.....	30.745213	35.725531	16.20%	1,693
2018.....	37.898214	30.745213	-18.87%	1,574
2017.....	35.593238	37.898214	6.48%	1,552
2016.....	28.941373	35.593238	22.98%	1,574
2015.....	31.546364	28.941373	-8.26%	1,729
2014.....	30.181215	31.546364	4.52%	1,905
2013.....	22.016351	30.181215	37.09%	1,864
2012.....	18.693871	22.016351	17.77%	2,011
2011.....	20.195437	18.693871	-7.44%	1,646
2010.....	16.310202	20.195437	23.82%	0
<b>Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class II - Q/NQ</b>				
2019.....	30.297870	37.182008	22.72%	1,193
2018.....	35.508861	30.297870	-14.68%	1,132
2017.....	32.039348	35.508861	10.83%	1,188
2016.....	26.704411	32.039348	19.98%	1,214
2015.....	27.804245	26.704411	-3.96%	1,244
2014.....	28.243703	27.804245	-1.56%	1,037
2013.....	20.525741	28.243703	37.60%	959
2012.....	18.196320	20.525741	12.80%	1,011
2011.....	19.730922	18.196320	-7.78%	1,032
2010.....	16.125661	19.730922	22.36%	0
<b>Nationwide Variable Insurance Trust - NVIT Newton Sustainable U.S. Equity Fund: Class II - Q/NQ</b>				
2019.....	16.098965	19.866085	23.40%	895
2018.....	17.472844	16.098965	-7.86%	939
2017.....	15.077691	17.472844	15.89%	1,046
2016.....	13.986333	15.077691	7.80%	1,189
2015.....	14.346379	13.986333	-2.51%	1,327
2014.....	13.260465	14.346379	8.19%	1,414
2013.....	9.775903	13.260465	35.64%	1,604
2012.....	8.965523	9.775903	9.04%	1,922
2011.....	9.466608	8.965523	-5.29%	2,030
2010.....	7.825648	9.466608	20.97%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II - Q/NQ</b>				
2019.....	12.697641	16.215706	27.71%	6,343
2018.....	13.520128	12.697641	-6.08%	3,188
2017.....	13.010033	13.520128	3.92%	3,011
2016.....	12.398394	13.010033	4.93%	2,683
2015.....	13.424239	12.398394	-7.64%	2,811
2014.....	10.662014	13.424239	25.91%	3,888
2013.....	10.604401	10.662014	0.54%	3,708
2012.....	9.372044	10.604401	13.15%	9,560
2011.....	9.019006	9.372044	3.91%	11,567
2010.....	7.096102	9.019006	27.10%	118
<b>Nationwide Variable Insurance Trust - NVIT S&amp;P 500® Index Fund: Class II - Q/NQ</b>				
2019.....	15.343061	19.653319	28.09%	2,007
2018.....	16.477078	15.343061	-6.88%	2,097
2017.....	13.882846	16.477078	18.69%	2,372
2016.....	12.729155	13.882846	9.06%	2,512
2015.....	12.880755	12.729155	-1.18%	2,694
2014.....	11.635436	12.880755	10.70%	0
2013*.....	10.000000	11.635436	16.35%	0
<b>Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ</b>				
2019.....	9.598924	9.781451	1.90%	1,406
2018.....	9.726190	9.598924	-1.31%	1,467
2017.....	9.779813	9.726190	-0.55%	3,940
2016.....	9.746170	9.779813	0.35%	3,810
2015.....	9.989310	9.746170	-2.43%	3,645
2014.....	10.153430	9.989310	-1.62%	2,490
2013.....	10.360309	10.153430	-2.00%	5,946
2012.....	10.222898	10.360309	1.34%	2,131
2011.....	10.307783	10.222898	-0.82%	1,955
2010.....	10.280127	10.307783	0.27%	12,043
<b>Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ</b>				
2019.....	13.680263	16.735913	22.34%	6,564
2018.....	15.763633	13.680263	-13.22%	3,417
2017.....	14.101088	15.763633	11.79%	3,426
2016.....	11.915751	14.101088	18.34%	2,011
2015.....	12.796086	11.915751	-6.88%	0
2014.....	12.501577	12.796086	2.36%	0
2013*.....	10.000000	12.501577	25.02%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>Nationwide Variable Insurance Trust - NVIT Wells Fargo Discovery Fund: Class II - Q/NQ</b>				
2019.....	15.806187	21.174720	33.96%	5,553
2018.....	17.371638	15.806187	-9.01%	3,646
2017.....	13.913676	17.371638	24.85%	3,839
2016.....	13.399857	13.913676	3.83%	3,885
2015.....	13.734813	13.399857	-2.44%	1,891
2014.....	13.526317	13.734813	1.54%	2,097
2013.....	9.968046	13.526317	35.70%	1,991
2012.....	8.881687	9.968046	12.23%	6,302
2011.....	9.494444	8.881687	-6.45%	2,020
2010.....	7.668251	9.494444	23.81%	0
<b>Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ</b>				
2019.....	9.212286	9.351334	1.51%	223
2018.....	9.315879	9.212286	-1.11%	244
2017.....	9.431108	9.315879	-1.22%	245
2016.....	9.516823	9.431108	-0.90%	239
2015.....	9.703145	9.516823	-1.92%	239
2014.....	9.851201	9.703145	-1.50%	254
2013.....	10.000830	9.851201	-1.50%	255
2012.....	9.766160	10.000830	2.40%	243
2011.....	9.946344	9.766160	-1.81%	3,099
2010.....	9.649687	9.946344	3.07%	6,272
<b>PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.283854	11.250249	9.40%	182
2018.....	11.110915	10.283854	-7.44%	9,919
2017.....	10.009415	11.110915	11.00%	9,932
2016.....	9.054938	10.009415	10.54%	9,930
2015.....	10.185033	9.054938	-11.10%	11,263
2014.....	10.356420	10.185033	-1.65%	50,195
2013.....	10.567028	10.356420	-1.99%	51,632
2012*.....	10.000000	10.567028	5.67%	51,674
<b>PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ</b>				
2019.....	9.589949	10.764225	12.24%	0
2018.....	10.293503	9.589949	-6.83%	0
2017.....	9.577036	10.293503	7.48%	0
2016.....	8.640253	9.577036	10.84%	0
2015.....	9.039396	8.640253	-4.42%	0
2014.....	9.105399	9.039396	-0.72%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class - Q/NQ</b>				
2019.....	10.597866	11.093032	4.67%	6,080
2018.....	11.286190	10.597866	-6.10%	6,080
2017.....	10.410114	11.286190	8.42%	6,080
2016.....	10.332793	10.410114	0.75%	6,080
2015.....	11.370305	10.332793	-9.12%	6,080
2014.....	11.579356	11.370305	-1.81%	6,080
2013.....	12.659052	11.579356	-8.53%	6,080
2012.....	12.288357	12.659052	3.02%	12,276
2011.....	11.576880	12.288357	6.15%	20,826
2010.....	10.811888	11.576880	7.08%	2,917
<b>PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.468896	10.651197	1.74%	11,043
2018.....	10.669394	10.468896	-1.88%	11,585
2017.....	10.762842	10.669394	-0.87%	11,383
2016.....	10.851466	10.762842	-0.82%	10,846
2015.....	11.061140	10.851466	-1.90%	11,599
2014.....	11.214499	11.061140	-1.37%	12,315
2013.....	11.481716	11.214499	-2.33%	13,035
2012.....	11.090916	11.481716	3.52%	22,070
2011.....	11.215134	11.090916	-1.11%	18,154
2010.....	10.890926	11.215134	2.98%	0
<b>PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.004209	10.058192	0.54%	0
2018.....	10.076196	10.004209	-0.71%	0
2017.....	10.059843	10.076196	0.16%	0
2016*.....	10.000000	10.059843	0.60%	0
<b>PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ</b>				
2019.....	10.271245	10.884855	5.97%	12,351
2018.....	10.559840	10.271245	-2.73%	18,418
2017.....	10.290055	10.559840	2.62%	21,588
2016.....	10.245476	10.290055	0.44%	21,165
2015.....	10.430246	10.245476	-1.77%	28,487
2014.....	10.227743	10.430246	1.98%	25,878
2013.....	10.666107	10.227743	-4.11%	25,977
2012.....	9.950190	10.666107	7.20%	29,198
2011*.....	10.000000	9.950190	-0.50%	20,473
<b>Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ</b>				
2019.....	15.391317	18.858229	22.53%	0
2018.....	19.439069	15.391317	-20.82%	0
2017.....	15.685448	19.439069	23.93%	0
2016.....	16.423940	15.685448	-4.50%	0

**Maximum Additional Contract Options Elected Total - 2.10%**  
**Variable account charges of the daily net assets of the variable account - 2.10%**

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
<b>T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ</b>				
2019.....	32.591174	41.041682	25.93%	1,950
2018.....	33.011409	32.591174	-1.27%	2,032
2017.....	26.485092	33.011409	24.64%	2,052
2016.....	30.298435	26.485092	-12.59%	2,064
2015.....	27.516881	30.298435	10.11%	18,347
2014.....	21.418935	27.516881	28.47%	10,659
2013.....	14.535657	21.418935	47.35%	11,026
2012.....	11.334453	14.535657	28.24%	11,199
2011.....	10.487823	11.334453	8.07%	10,152
2010*.....	10.000000	10.487823	4.88%	11,553
<b>VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S - Q/NQ</b>				
2019.....	5.014977	5.476534	9.20%	869
2018.....	7.157643	5.014977	-29.94%	815
2017.....	7.457756	7.157643	-4.02%	721
2016.....	5.311412	7.457756	40.41%	657
2015.....	8.174268	5.311412	-35.02%	35,308
2014.....	10.352783	8.174268	-21.04%	47,068
2013.....	9.587752	10.352783	7.98%	46,317
2012*.....	10.000000	9.587752	-4.12%	34,873
<b>VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ</b>				
2019.....	5.140071	5.629401	9.52%	226
2018.....	7.321348	5.140071	-29.79%	226
2017.....	7.607117	7.321348	-3.76%	226
2016.....	5.406589	7.607117	40.70%	226
2015.....	8.298338	5.406589	-34.85%	226
2014.....	10.478347	8.298338	-20.80%	889
2013.....	9.683111	10.478347	8.21%	31,036
2012*.....	10.000000	9.683111	-3.17%	52,846
<b>Virtus Variable Insurance Trust - Virtus Duff &amp; Phelps Real Estate Securities Series: Class A - Q/NQ</b>				
2019*.....	10.000000	10.735938	7.36%	0
<b>Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ</b>				
2019.....	26.948846	32.933564	22.21%	283
2018.....	27.174620	26.948846	-0.83%	229
2017.....	22.053161	27.174620	23.22%	264
2016.....	20.905410	22.053161	5.49%	286
2015.....	21.987735	20.905410	-4.92%	20,049
2014.....	22.889291	21.987735	-3.94%	19,754
2013.....	15.562679	22.889291	47.08%	40,791
2012.....	14.737338	15.562679	5.60%	40,791
2011.....	15.778157	14.737338	-6.60%	36,006
2010.....	12.712743	15.778157	24.11%	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.

### ***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.

#### *Non-Qualified Contracts - Natural Persons as Contract Owners*

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any prior nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments in the contract that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;

- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

#### *Non-Qualified Contracts - Non-Natural Persons as Contract Owners*

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

#### **Exchanges**

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

#### *Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal*

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-24 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

***Taxation of Lifetime Withdrawals Under the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider***

While the tax treatment for withdrawals for benefits such as 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider is not clear under federal tax law, Nationwide intends to treat withdrawals under these options as taxable to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the withdrawal. Specifically, Nationwide intends to treat the following amount of each withdrawal as a taxable distribution:

The greater of:

- (1) A–C; or
- (2) B–C,

Where:

- A = the contract value immediately before the withdrawal;
- B = the guaranteed annual benefit amount immediately before the withdrawal; and
- C = the remaining investment in the contract.

In certain circumstances, this treatment could result in the contract value being less than the investment in the contract after such a withdrawal. If the Contract Owner subsequently takes withdrawals from the contract under such circumstances, the Contract Owner would have a loss that may be deductible. If the Contract Owner purchases one of these options in an IRA, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

***Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships***

The Treasury issued final regulations that address what relationships are considered marriages for federal tax purposes. The final regulations definition of a marriage reflects the United States Supreme Court holdings in Windsor and Obergefell, as well as Rev. Proc. 2017-13.

The final regulations define the terms "spouse", "husband", "wife", and "husband and wife" to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. In addition, the regulations adopt the "place of celebration" rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopt the holding of Rev. Proc. 2013-17 that relationships entered into as civil unions, or registered domestic partnerships that are not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

***Withholding***

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or
- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the portion of the distribution that represents income will be subject to withholding rates established by Section 3405 of the Code.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

### ***Non-Resident Aliens***

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to non-resident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

- (1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and
- (2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

- (1) the distribution is connected to the non-resident alien's conduct of business in the United States;
- (2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and
- (3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial professional, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

### ***FATCA***

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (e.g., Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

### ***Additional Medicare Tax***

Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is \$250,000 (married filing jointly); \$125,000 (married filing separately); or \$200,000 (other individuals). The threshold for an estate or trust for 2020 is \$7,500.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. Net investment income does not include, among other things, distributions from certain qualified plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includable in income for federal income tax purposes, are includable in modified adjusted gross income.

## **Federal Estate, Gift and Generation Skipping Transfer Taxes**

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a "direct skip" and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

- (a) an individual who is two or more generations younger than the contract owner; or
- (b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, "contract owner" refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

### **Charge for Tax**

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

### **Diversification**

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was inadvertent;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

## Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial professional for more specific required distribution information.

If the Contract Owner purchases the 10% Nationwide Lifetime Income Rider, 7% Nationwide Lifetime Income Rider, or 5% Nationwide Lifetime Income Rider, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

### ***Required Distributions - General Information***

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between "beneficiary" and "designated beneficiary" when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from non-qualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determination of the distribution period do not have to be determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

For IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax-Sheltered Annuities, the SECURE Act that was enacted on December 20, 2019 generally eliminated the option to take required minimum distributions over a designated beneficiary's life expectancy. In the case of a contract owner who dies on or after January 1, 2020, an individual beneficiary under a qualified contract must withdraw the entire balance of the contract by December 31 of the tenth year following the contract owner's death. There are limited exceptions to this rule and a prospective purchaser contemplating the purchase of the contract should consult a qualified tax advisor.

### ***Required Distributions for Non-Qualified Contracts***

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

- (1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.
- (2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:
  - (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and
  - (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

- (a) the death of the annuitant will be treated as the death of a contract owner;
- (b) any change of annuitant will be treated as the death of a contract owner; and
- (c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

### **Required Distributions for 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 70½ prior to January 1, 2020, distributions from 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 January 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:

Distributions from 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. 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 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 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 IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of a Roth IRA), any remaining interest in the contract 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 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. For death of the contract owner's spouse on or after January 1, 2020 the entire balance 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. 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 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 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 balance 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.

Purchasers and prospective purchasers should consult a financial professional, tax advisor or legal counsel to discuss the taxation and use of the contracts.

#### *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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