* always required

Nationwide Life and Annuity Insurance Company

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

Express Mail:
3400 Southpark Place Ste A
DSPF-F4
Grove City, OH 43123-4856

Nationwide New Heights® 9 Fixed Indexed Annuity

Nationwide New Heights® is a service mark of Nationwide Mutual Insurance Company

Application for
Individual Single Purchase Payment Deferred Fixed Indexed Annuity
Minimum Purchase Payment of $25,000

NW 9 NEW HEIGHTS
TRUST AS OWNER
EXAMPLE

The IRS has declared that civil union partners and domestic partners are not considered spouses for purposes of federal tax law. Therefore the tax treatment provided by federal tax law to a surviving spouse is NOT currently available to a surviving civil union partner or surviving domestic partner. For information regarding federal tax laws please consult a tax advisor.

1. Parties to the Contract

Please print.

1a. Contract Owner

First Name: ____ MI: ____ Last Name: ____

Employer/Trust Name (if applicable): John Smith Living Trust

(Additional forms required. See the New Business Enrollment Packet.)

date of trust

Date of Birth: 01/01/1998 – DTD Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: 111-22-3333 (Trust tax ID)

Street: 123 Main St.

City: Austin State: TX ZIP: 73301

E-mail Address: ____ Daytime Phone Number: (888) 888-8888

1b. Joint Owner

Joint Owner is limited to spouses unless such limitation is prohibited by state. Available only with Non-Qualified Contracts.

First Name: ____ MI: ____ Last Name: ____

Date of Birth: ____ Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: ____

Address: ☐ Same address as owner Street: ____

City: ____ State: ____ ZIP: ____

E-mail Address: ____ Daytime Phone Number: ____

1c. Annuitant

Complete only if different from Contract Owner or if Contract Owner is a non-natural owner or a Trust. Annuitant must be age 80 or younger.

First Name: John MI: ____ Last Name: Smith

Relationship to Contract Owner: Trust

Date of Birth: 01/01/1955 Sex: ☑ M ☐ F Soc. Sec. No. or Tax ID: 111-22-3333

Address: ☑ Same address as owner Street: 123 Main St.

City: Austin State: TX ZIP: 73301

E-mail Address: ____ Daytime Phone Number: ____

1d. Co-Annuitant/Joint Option for Death Benefit

No added charge, part of the Death Benefit. ***Not available with CRTs (Charitable Remainder Trust).*** *Must be age 80 or younger. With the Joint Option for Death Benefit, both spouses will automatically be Primary Beneficiaries. When the Contract Owner named in Section 1a. is a natural owner, this feature requires that the Contract Owner and Annuitant be the same person.*

☐ Same as Joint Owner

First Name: ______ MI: ___ Last Name: ______

Date of Birth: ______ Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: ______

Address: ☐ Same address as owner Street: ______

City: ______ State: ______ ZIP: ______

E-mail Address: ______ Daytime Phone Number: ______

1e. Contingent Annuitant

Must be age 80 or younger. Only available on Non-Qualified Contracts.

First Name: ______ MI: ___ Last Name: ______

Date of Birth: ______ Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: ______

Address: ☐ Same address as owner Street: ______

City: ______ State: ______ ZIP: ______

E-mail Address: ______ Daytime Phone Number: ______

1f. Beneficiaries

Allocation to all Primary Beneficiaries must equal 100%. Allocation to all Contingent Beneficiaries must also equal 100%. Providing your Beneficiaries social security numbers (SSN) will help expedite Beneficiary claims and will ensure that Nationwide can properly identify your Beneficiaries.

If you elected the Joint Option for Death Benefit by naming a Co-Annuitant in Section 1d, both spouses will automatically be sole Primary Beneficiaries. Instead, only provide your Contingent Beneficiaries.

Primary Beneficiaries ☐ Pay all Primary Beneficiaries equally

Legal First Name: John Smith Living Trust MI: ___ Last Name: ______

Relationship to Annuitant: Trust Allocation (whole % only): 100 %

Soc.Sec.No. or Tax ID: 111-22-3333 Sex: ☐ M ☐ F Date of Birth: 01/01/1998

Address: ☑ Same address as owner Street: 123 Main St.

City: Austin State: TX ZIP: 73301

E-mail Address: ______ Daytime Phone Number: ______

Legal First Name: ______ MI: ___ Last Name: ______

Relationship to Annuitant: ______ Allocation (whole % only): ___ %

Soc.Sec.No. or Tax ID: ______ Sex: ☐ M ☐ F Date of Birth: ______

Address: ☐ Same address as owner Street: ______

City: ______ State: ______ ZIP: ______

E-mail Address: ______ Daytime Phone Number: ______

If more than two Primary Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).

Contingent Beneficiaries Section, continue to page 3.

Please submit all pages of the application.

Contingent Beneficiaries ☐ Pay all Contingent Beneficiaries equally

Legal First Name: ____ MI: ____ Last Name: ____

Relationship to Annuitant: ____ Allocation (whole % only): ____ %

SSN #: ____ Sex: ☐ M ☐ F Date of Birth: ____

Address: ☐ Same address as owner Street: ____

City: ____ State: ____ ZIP: ____

E-mail Address: ____ Daytime Phone Number: ____

Legal First Name: ____ MI: ____ Last Name: ____

Relationship to Annuitant: ____ Allocation (whole % only): ____ %

SSN #: ____ Sex: ☐ M ☐ F Date of Birth: ____

Address: ☐ Same address as owner Street: ____

City: ____ State: ____ ZIP: ____

E-mail Address: ____ Daytime Phone Number: ____

If more than two Contingent Beneficiaries, list additional names on the Additional Beneficiaries form (in New Business Enrollment Packet).

2. Contract Information

2a. Contract Type *Must specify by checking a box.*

☐ Non-Qualified
☑ Non Naturally Owned Non-Qualified*
☐ Traditional IRA – Tax Year: ____
☐ SEP-IRA*
☐ SIMPLE IRA*
☐ Roth IRA – Tax Year: ____ Tax Year Roth IRA started: ____
☐ CRT* (Charitable Remainder Trust)
☐ Custodial Owned IRA
☐ 401(a)* *(Investment Only)*

* How you're Setting it up at Nationwide

The Contract Types below are not available with the Nationwide High Point® 365 Lifetime Income Benefit riders.

☐ Beneficially Owned Non-Qualified*
☐ Beneficially Owned/Inherited Roth IRA*
☐ Beneficially Owned/Inherited IRA*

** Additional forms required.*

2b. Purchase Payment

Approximate Amount: $ 100,000 **$25,000 minimum**

Payment Submitted Via: ☑ Check ☐ Wire ☐ 1035(a) Exchange* ☐ Transfer/Rollover* Source: ____

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

Please submit all pages of the application.

3. Optional Benefits

*You have the option of electing either a Nationwide High Point® 365 Lifetime Income Benefit rider **or** a Nationwide High Point® Enhanced Death Benefit rider.*

3a. I elect Nationwide High Point® 365 Lifetime Income Benefit rider

Contract Owner, or Annuitant in the case of a non-natural Contract Owner, must be between the age of 40 and 80. This individual is the Covered Life. Electing a Nationwide High Point 365 Lifetime Income Benefit rider will result in additional charges on your Contract.

Single Life Options:

☐ Nationwide High Point 365 Lifetime Income Benefit rider with Purchase Payment Bonus
☐ Nationwide High Point 365 Lifetime Income Benefit rider

Joint Life Options:

☐ Nationwide High Point 365 Lifetime Income Benefit rider with Purchase Payment Bonus - Joint Option
☐ Nationwide High Point 365 Lifetime Income Benefit rider - Joint Option

By electing the Joint Option you are accepting lower lifetime income payout percentages based on two Covered Lives instead of one Covered Life. You must name your Spouse as a Joint Covered Life (Spouse must be between the age of 40 and 80). This benefit will allow the income from the Nationwide High Point 365 Lifetime Income Benefit rider to continue to the Joint Covered Life after the death of the Covered Life. The Covered Life and Joint Covered Life must be named as sole Primary Beneficiaries in Section 1f. When the Contract Owner named in Section 1a. is a natural owner, this rider requires that the Contract Owner and Annuitant be the same person. ***Not available with CRT (Charitable Remainder Trust) contracts.***

Joint Covered Life for Joint Life Option *Limited to Spouse (must be between age 40 and 80)*

☐ **Same as Co-Annuitant**

First Name: ______ MI: ___ Last Name: ______

Date of Birth: ______ Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: ______

E-mail Address: ______ Daytime Phone Number: ______

Living Benefits: Income Phase Usage

When do you anticipate beginning Lifetime Income Benefit Payments?

☐ Once available (Lifetime Income Benefit Payments can begin upon the later of the fifth Contract Anniversary and the youngest Covered Life reaching age 50)

☐ In ___ years (Lifetime Income Benefit Payments can begin upon the later of the fifth Contract Anniversary and the youngest Covered Life reaching age 50)

☐ Not Sure

☆ optional riders ☆
cannot choose both
one or the other

3b. Death Benefit Options

Election of a Nationwide High Point® Enhanced Death Benefit rider within this Section will result in additional charges on your Contract.

Standard Death Benefit: – no fee, comes with the product

If no Death Benefit option is selected, we will default to the Standard Death Benefit.

☑ Standard Death Benefit *(Annuitant and Co-Annuitant or Contingent Annuitant, if applicable, must be age 80 or younger.)*

OR

Nationwide High Point® Enhanced Death Benefit rider:

Do not elect this benefit if you have elected a Nationwide High Point 365 Lifetime Income Benefit rider in Section 3a.

☐ Nationwide High Point Enhanced Death Benefit rider with Purchase Payment Bonus *(Annuitant/Co-Annuitant/Contingent Annuitant, age 75 or younger.)*

☐ Nationwide High Point Enhanced Death Benefit rider *(Annuitant/Co-Annuitant/Contingent Annuitant, age 75 or younger.)*

4. Fraud Warning

Interstate Insurance Product Regulation Commission State Fraud Language: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

5. Purchase Payment Allocation *Select only one Strategy Option below.*

Strategy Options:

☑ S&P 500® Strategy A[1]

☐ S&P 500® Strategy B[1]

☐ JP Morgan Mozaic II℠ Strategy A[2]

☐ JP Morgan Mozaic II℠ Strategy B[2]

☐ MSCI EAFE Strategy A[3]

☐ MSCI EAFE Strategy B[3]

☐ NYSE® Zebra Edge™ Strategy A[4]

☐ NYSE® Zebra Edge™ Strategy B[4]

* if you want multiple allocations, use the Multi-contract LOI *

[1] The "S&P 500" is a product of S&P Dow Jones Indices LLC ("SPDJI"), and has been licensed for use by Nationwide Life and Annuity Insurance Company ("Nationwide"). Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); DJIA®, The Dow®, Dow Jones® and Dow Jones Industrial Average are trademarks of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Nationwide. Nationwide New Heights® Fixed Indexed Annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500.

[2] The J.P. Morgan Mozaic II℠ Index ("Index") has been licensed to Nationwide Life and Annuity Insurance Company (the "Licensee") for the Licensee's benefit. Neither the Licensee nor Nationwide New Heights® Fixed Indexed Annuity (the "Product") is sponsored, operated, endorsed, recommended, sold or promoted by J.P. Morgan Securities LLC ("JPMS") or any of its affiliates (together and individually, "JPMorgan"). JPMorgan makes no representation and gives no warranty, express or implied, to contract owners taking exposure to the Product. Such persons should seek appropriate professional advice before making any investment. The Index has been designed and is compiled, calculated, maintained and sponsored by JPMS without regard to the Licensee, the Product or any contract owner. JPMorgan is under no obligation to continue compiling, calculating, maintaining or sponsoring the Index. JPMorgan may independently issue or sponsor other indices or products that are similar to and may compete with the Index and the Product. JPMorgan may also transact in assets referenced in the Index (or in financial instruments such as derivatives that reference those assets). These activities could have a positive or negative effect on the value of the Index and the Product.

[3] The product referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such product or any index on which such product is based. The Contract contains a more detailed description of the limited relationship MSCI has with Nationwide and any related funds.

[4] The NYSE® Zebra Edge™ Index has been licensed to Nationwide Life and Annuity Insurance Company ("Nationwide"). Neither Nationwide nor the Nationwide New Heights® Fixed Indexed Annuity (the "Product") is sponsored, operated, endorsed, recommended, sold or promoted by Zebra, NYSE or UBS and in no event shall Zebra, NYSE or UBS have any liability with respect to the Product or the Index. Zebra, NYSE and UBS make no representations, give no express or implied warranties and have no obligations with regard to the Index, the Product, the client or other third party. The marks NYSE®, and NYSE Arca® are registered trademarks of NYSE Group, Inc., Intercontinental Exchange, Inc. or their affiliates. The marks Zebra® and Zebra Edge™ are trademarks of Zebra, may not be used without prior authorization from Zebra, and are being utilized by NYSE under license and agreement.

Please submit all pages of the application.

must match section 7

6. Contract Owner Signatures and Authorizations

6a. Replacement Information

☐ Yes ☑ No **Do you have existing life insurance or annuity Contracts?**

☐ Yes ☑ No **Will the applied for Contract replace, discontinue or change any existing life insurance or annuity Contracts?**

If you answered "yes" to EITHER question above, your state may require NAIC or state specific replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC or state specific replacement forms.

6b. Acknowledgements, Disclosure and Signatures

I understand and acknowledge the following:

A copy of this application properly signed by the Representative will constitute receipt for such amount. If this application is declined by Nationwide, there will be no liability on the part of Nationwide, and any payments submitted with this application will be refunded.

- The Contract limits Purchase Payments to $1 million for all Contracts issued by Nationwide with the same Contract Owner, Joint Owner, Annuitant, and Co-Annuitant Covered Life and/or Joint Covered Life if Nationwide High Point® 365 Lifetime Income Benefit rider is selected, subject to permission from Nationwide.
- That I do not represent a corporate entity or institutional investor.
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if I plan to change the Contract Owner or assign benefits under the Contract, the Contract will not meet this objective.
- That a change of Contract Owner or assignment of the Contract may result in the termination or reduction of the Death Benefit under the Contract, a Nationwide High Point® Enhanced Death Benefit rider and/or Nationwide High Point® 365 Lifetime Income Benefit rider.
- I understand the purpose of the Contract for which I am applying is to provide long-term benefits to the Contract Owner and/or Annuitant and that, if the Annuitant I am naming has been diagnosed with or had any indication of an illness expected to result in death within 12 months, the Contract will not meet this objective.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Representative BEFORE you sign this application.

Contract Owner Must Sign Here: X

Joint Contract Owner Signature (if any): X

State In Which Application Was Signed: TX Date:

On this page, the Representative MUST provide his or her information.
Please submit all pages of the application.

7. Primary Representative Information – must match section 6

7a. Primary Representative Replacement Information

☐ Yes ☑ No **Are you aware of any existing annuities or insurance owned by the applicant?**
☐ Yes ☑ No **Will the applied for Contract replace, discontinue or change any existing life insurance or annuity Contracts?**

7b. Primary Representative Information *(Please print.)*

First Name: Edward MI: Last Name: Agent
Office Street Address: 123 Main St.
City: Austin State: TX ZIP: 73301
Phone: (888) 888-8888 Percentage 100 %
E-mail: edwardagent.com
Firm Name:
SSN #: (Not required if Representative and Firm name are printed clearly above.)
When the Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the licensed Representative.

Signature: X Date:

Principal's Signature: X Date:
(If Required)

8. Additional Representative Information – if multiple agents – list here

8a. Additional Representative Replacement Information

☐ Yes ☐ No **Are you aware of any existing annuities or insurance owned by the applicant?**
☐ Yes ☐ No **Will the applied for Contract replace, discontinue or change any existing life insurance or annuity Contracts?**

8b. Additional Representative Information *(Please print.)*

First Name: MI: Last Name:
Office Street Address:
City: State: ZIP:
Phone: Percentage %
E-mail:
Firm Name:
SSN #: (Not required if Representative and Firm name are printed clearly above.)
When the Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the licensed Representative.

Signature: X Date:

Principal's Signature: X Date:
(If Required)

* always required

Nationwide®

Customer Suitability for Fixed Annuity Products

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company

PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

Complete this questionnaire when purchasing a new annuity contract with Nationwide. We will use this information to determine if recommendations match your financial needs. The term "this annuity" refers to the annuity you wish to purchase with Nationwide.

Print clearly in ALL CAPITALS in black ink. Round cents to the nearest dollar.

By signing this document, I am confirming that the information provided is complete and accurate to the best of my knowledge.

Owner

1 Owner Type ☐ Individual ☑ Entity (e.g., trust/corporation)

2 Owner Name JOHN SMITH LIVING TRUST

3 Date of Birth (MM DD YYYY) (*Leave blank if Owner type is Entity*)

4 Employment a ☐ Employed ☐ Self-Employed ☑ Retired ☐ Not Employed

If employed or self-employed are selected, complete questions b and c

b Employer Name

c Occupation

Joint Owner (if any)

5 Joint Owner Name

6 Date of Birth (MM DD YYYY)

Nationwide Product *See product disclosures for details. For state-specific questions, please call us at 800-321-6064*

7 Premium Amount $ 100000.00

8 Surrender Period Length: 9 years Year 1 Surrender Charge: 9 %

9 Benefit Rider? ☑ No Rider ☐ Enhanced Death Benefit ☐ Living Benefit Rider Fee(s): . %

Financial Status

10 Disposable Income

a Household Income Source(s) ✓ *all that apply*

☐ Owner's Current Wages ☑ Social Security ☐ Guaranteed Annuity Payments
☐ Spouse/Partner's Wages ☑ Pension Plan Payments ☐ Regular Distributions from Investments
☐ Rental Income

must add up

b Annual Household Income *should equal sum of all sources above* $ 150000.00

c Annual Living Expenses *including all household expenses* $ 100000.00

d Disposable Income *b minus c* $ 50000.00

e Do you anticipate a significant change to your future disposable income during the surrender charge period? (e.g.: increase in out-of-pocket medical expenses, etc.?) **If Yes,** *please explain in Producer's Statement* ☐ Yes ☑ No

11 Federal Tax Bracket ☐ 0% ☑ 10% ☐ 12% ☐ 22% ☐ 24% ☐ 32% ☐ 35% ☐ 37%

12 Financial products you own or have previously owned ✓ *all that apply*

☐ Annuity ☑ CD's ☐ Life Insurance ☐ Real Estate ☑ Stocks, Bonds & Mutual Funds ☐ None

13 Total Net Worth	a	Checking/Savings (after purchase of this annuity)	$ 30000.00
	b	All other liquid assets (after purchase of this annuity) e.g.: money market funds, securities that can be sold without surrender or penalties, qualified assets if 60 or over, etc.	$ 300000.00
	c	Total non-liquid assets excluding primary home e.g.: life insurance, annuities in surrender period, investment real estate, employer-based retirement plans (if under age 59), etc.	$ 0.00
	d	Total debt excluding mortgage on primary home	$ 0.00
	e	Total Net Worth *a plus b plus c, minus d*	$ 330000.00

14	Number of annuities owned in household (including purchase of this annuity)	1
15	Total value of annuities owned in household (including purchase of this annuity)	$ 100000.00
16	Do you reside in a nursing home?	☐ Yes ☑ No
17	Have you executed an exchange in the past 36 months (60 months in CA or MN)?	☐ Yes ☑ No
18	Do you have a reverse mortgage?	☐ Yes ☑ No
19	*If yes to 18:* Are you using proceeds from the reverse mortgage to fund this annuity?	☐ Yes ☑ No

If you answered "Yes" to any of questions 10e, 16, 17, 18, and 19, *please explain in the Producer's Statement question P4 or in additional pages.*

Financial Objectives/Considerations

20 Objectives

a How will this annuity help you meet your objectives? *✓ all that apply*

- ☐ Immediate Income
- ☐ Tax Deferral
- ☑ Principal Protection
- ☐ Fee Reduction
- ☐ Non-Assignability
- ☐ Lump Sum Death Benefit
- ☐ Lifetime Income
- ☐ Multiple Index Options
- ☐ Pass on to Beneficiaries
- ☐ Higher Index Rate/ Index Credit Potential

b Does the consumer intend to apply for means-tested government benefits including, but not limited to, Medicaid, Medi-Cal or Veterans' Aid and Attendance Benefit? ☐ Yes ☑ No

c **If yes to b:** Name of the Elder Law Attorney:

21 Accessing your money from this annuity

a How long do you plan to keep this annuity? 9 years

b When do you anticipate taking your first distribution from this annuity? *✓ one*

☐ < 1 year ☐ 1-5 years ☐ 6-10 years ☑ 11+ years

c How do you anticipate taking distributions from this annuity? *✓ all that apply*

- ☐ Immediate Income
- ☐ Income Rider
- ☐ Required Minimum Distribution
- ☑ Leave to Beneficiary
- ☐ Lump Sum
- ☐ Penalty-free or Systematic Withdrawals
- ☐ Life Expectancy/Stretch Payments

22 Risk Tolerance for this Annuity *✓ one*

- ☑ Conservative – Low Risk: Want to preserve minimal risk, even if that means the account does not generate significant returns for this Annuity
- ☐ Moderate – Medium Risk: Willing to accept some risk for higher return, even though that may mean losing some principal
- ☐ Aggressive – Large Risk: Willing to accept maximum risk to seek maximum returns

Funding Source and Replacement

23 What is the source of funds for this annuity? ✓ *all that apply*

- [x] Savings, Checking, CD
- [ ] Annuity[b]
- [ ] Defined Contribution Plan[a,b] (e.g., 401k, 403b)
- [ ] Stocks, Bonds and Mutual Funds[b]
- [ ] Life Insurance[b]
- [ ] Defined Benefit Plan[a,b] (e.g., pension)

a Are any of the plan(s) used to fund this annuity offered through your current employer? ☐ Yes ☑ No

b *A registered representative who is currently licensed with a broker dealer may be required to assist you with the liquidation of your portfolio to fund the purchase of the fixed annuity. If the producer who recommended the purchase of the fixed annuity compared your existing portfolio to the fixed annuity, they must be a registered representative of a broker dealer or an investment advisor representative of a registered investment advisor. If the recommendation was made by an insurance-only producer, additional information and existing account documentation may be required to confirm the recommendation to purchase the fixed annuity.*

24 Have any of these sources been held for less than 13 months? ☐ Yes ☑ No
If yes, *provide a statement for each prior account (excluding checking and savings) and reference in the Producer's Statement question P4.*

25 Replacement — *Complete section 25 only if this purchase is funded through the replacement of an annuity or life insurance contract. If not, leave this section blank. Please complete a copy of this section for each contract being replaced.*

If replacing another annuity, please complete

	a Carrier	
	b Current Fixed Interest Rate for Annuity	___.___ %
	c Minimum Guaranteed Fixed Interest Rate	___.___ %
	d Mortality and Expense Charge	___.___ %
Potential Penalty	e Administrative Expense Charge	___.___ % or $ ___ .00
	f Surrender Charge Period Remaining	___ years
	g Surrender Charge (% and subsequent $ amount)	___.___ % $ ___ .00
	h Additional Charges e.g.: Market Value Adjustment, Administrative Fee, Bonus Recapture	$ ___ .00
Riders	i Guaranteed Death Benefit?	☐ Yes ☐ No
	j **If yes,** Death Benefit Rider Fee: ___.___ %	Benefit Amount: $ ___ .00
	k Living Benefit?	☐ Yes ☐ No
	l **If yes,** Living Benefit Rider Fee ___.___ %	Benefit Base: $ ___ .00

Guaranteed Income

26 Are you purchasing a Nationwide living benefit rider? ☐ Yes ☑ No

If yes:
- a Expected age income will begin using this rider ___
- b Guaranteed annual income amount from Nationwide as illustrated $ ___ .00
- c Guaranteed annual income amount at age indicated from **all** replaced annuity contract's living benefit rider(s). *If not applicable, leave blank.* $ ___ .00

27 Are you purchasing a Nationwide SPIA? ☐ Yes ☐ No

If yes:
- a Nationwide SPIA Guaranteed Income Amount $ ___ .00
- b Total guaranteed annuitization amount from **all** replaced contracts for the same selected payment option and frequency as Nationwide SPIA $ ___ .00

If amounts in 26c or 27b *are from multiple replaced contracts, itemize in Producer's Statement question P4*

Producer's Statement

Please clearly print 1-2 sentences for each answer. If additional space is required, attach additional pages.

We cannot accept blanks, "N/A" or "none" as answers to questions P1, P2 and P3.

P1 The primary reason(s) for recommending the new annuity contract is (are):

LIST THE REASONS WHY YOU RECOMMENDED THE ANNUITY - MAKE SURE YOU CHANGE IT UP WITH EACH CASE!

P2 The existing source of funds cannot meet the applicant's objectives because:

LIST THE REASON WHY THE SOURCE OF FUNDS IS MOVING FROM POINT A TO POINT B

P3 The advantages of continuing the existing source of funds without changes are:

SURRENDER SCHEDULE

P4 If you answered "yes" to Questions 10e, 16, 17, 18, 19 or 24, provide more detail:

Customer Acknowledgment and Signature *If the owner is an entity, must be signed by a trustee or authorize signer*

I am replacing an annuity with a 3% or greater guaranteed minimum interest rate guarantee. I acknowledge that I am foregoing a percentage guaranteed return in exchange for growth potential of the annuity contract being purchased. Although the potential may exist, there is no guaranteed growth equal to that offered by the current contract — ☐ Yes ☑ N/A

I acknowledge the guaranteed income amount for the contracts I'm replacing will be given up for the Nationwide contract I am purchasing — ☐ Yes ☑ N/A

I have received and reviewed the applicable disclosures for this product — ☑ Yes

X "Trustee"

Owner Signature Date

X

Joint Owner Signature (if applicable) Date

Producer Acknowledgment and Signature

Producer Type: ☑ Insurance Only Producer *Attach non-solicitation form based on question 23, if needed*

☐ Registered Representative ☐ Investment Advisor Representative

If Registered Rep. or Investment Advisor Rep: CRD or IARD #:

I have provided the applicable disclosures for this product to my client — ☑ Yes

I have attached a recent statement for each of the account(s) used to fund this annuity — ☐ Yes

If applicable, I have included the annuitization quote for each replaced contract with guaranteed annuitization — ☐ Yes

X

Producer Signature Date

✩ always required ✩

Nationwide®

IMPORTANT NOTICE: Replacement of Life Insurance or Annuities

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
One Nationwide Plaza, Columbus, Ohio 43215
Phone: 800-848-6331 • Fax: **888-634-4472** • nationwide.com

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases, this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

if replacing, fill this out

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? ☐ Yes ☒ No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? ☐ Yes ☒ No

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

Insurer Name	Contract or Policy Number	Insured or Annuitant	Replaced (R) or Financed (F)
" Allianz "	" 710000 "	" John Smith Living Trust "	" R "

Make sure you know the facts. Contact your existing company or its producer for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the producer in the sales presentation. Be sure that you are making an informed decision.

If you are replacing a policy or contract, upon its issuance, the policy or contract may be returned within 30 days from the date of delivery. Note that this return period may be longer than what is reflected in your policy or contract. For variable and market value adjustment policies or contracts, you will receive a payment of cash surrender value provided under the policy or contract, including any fees and other charges deducted from the gross premiums or considerations or imposed under such policy or contract. For fixed policies or contracts, you will receive an unconditional full refund of all premiums or consideration paid on it, including any policy fees or charges.

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or producer that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your producer to determine whether replacement or financing your purchase makes sense.

IMPORTANT NOTICE: Replacement of Life Insurance or Annuities

Premiums

Are they affordable?
Could they change?
You're older — are premiums higher for the proposed new policy?
How long will you have to pay premiums on the new policy? On the old policy?

Policy Values

New policies usually take longer to build cash values and to pay dividends.
Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
What surrender charges do the policies have?
What expense and sales charges will you pay on the new policy?
Does the new policy provide more insurance coverage?

Insurability

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
You may need a medical exam for a new policy.
Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
Suicide limitations may begin anew on the new coverage.

If You are Keeping the Old Policy as Well as the New Policy

How are premiums for both policies being paid?
How will the premiums on your existing policy be affected?
Will a loan be deducted from death benefits?
What values from the old policy are being used to pay premiums?

If You are Surrendering an Annuity or Interest Sensitive Life Product

Will you pay surrender charges on your old contract?
What are the interest rate guarantees for the new contract?
Have you compared the contract charges or other policy expenses?

Other Issues to Consider for All Transactions

What are the tax consequences of buying the new policy?
Is this a tax-free exchange? (See your tax advisor.)
Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
Will the existing insurer be willing to modify the old policy?
How does the quality and financial stability of the new company compare with your existing company?

The existing policy or contract is being replaced because: ______________________________

____

Producer's statement: I represent that this transaction follows the Nationwide Replacement Policy, that I have used only insurer-approved sales material in connection with this sale and that copies of all sales material were left with the applicant.

All parties: I certify that the responses herein are, to the best of my knowledge, accurate

Applicant:

Name (please print): ______________________________

Signature: "Trustee" ______________________________ **Date:** ______________

Joint Applicant: (if applicable)

Name (please print): ______________________________

Signature: ______________________________ **Date:** ______________

Producer:

Name (please print): ______________________________

Signature: ______________________________ **Date:** ______________

I do not want this notice read aloud to me. ____________ (Applicants must initial only if they do not want the notice read aloud.)

* required - only need signature page returned

Nationwide®

Nationwide New Heights® 9 Fixed Indexed Annuity Disclosure Summary

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

Nationwide Life and Annuity Insurance Company ("Nationwide") thanks you for your interest in the Nationwide New Heights® 9 Fixed Indexed Annuity (New Heights 9). This disclosure summary reviews the features of New Heights 9 and is not intended to be a full description of the fixed indexed annuity. For a complete explanation of the terms, refer to the New Heights 9 brochure and contract package, once received. Your signature is required at the bottom of page 11 of this summary to let Nationwide® know that you have read this summary and understand the fixed indexed annuity you are purchasing.

This product is designed and intended for a long-term investment strategy and has limitations and restrictions, such as contingent deferred sales charges (CDSC)[1] and, if applicable in your state, a Market Value Adjustment (MVA) during the CDSC period, both of which will be discussed in this disclosure summary.

What is New Heights 9?
New Heights 9 is a single purchase payment deferred fixed indexed annuity[2] with an indexed crediting feature designed for capital preservation and the opportunity for long-term accumulation of your retirement savings. New Heights 9 is an insurance product and is not a direct investment in the stock market that requires a prospectus.

Are there purchase payment limits?
Nationwide requires a minimum purchase payment of $25,000 for both qualified and nonqualified contracts. Purchase payments over $1,000,000 require Nationwide's prior approval and acceptance. Once the initial purchase payment is made, no additional purchase payments can be added to the contract.

How does New Heights 9 work?
New Heights 9 works similar to a traditional fixed indexed annuity with the potential for greater long-term accumulation. This is derived from the selection of one of the Balanced Allocation Strategy options, known as strategy options, all of which protect your principal and include the potential of strategy earnings. Strategy earnings are credited at the end of each strategy term, on withdrawals, when a full surrender is requested and when death benefits are payable.

How are earnings credited to my New Heights 9 fixed indexed annuity?
Strategy options are a blend of an equity indexed component, declared rate component and strategy spread component.

In general, the strategy option works like this:

- The equity indexed component is the equity indexed allocation multiplied by the performance of the selected index; New Heights 9 does not cap the amount of index performance used to calculate earnings - offering the opportunity to receive potentially higher long-term accumulation based index performance; however earnings may be limited by the indexed allocation and the strategy spread. (please see the "Are there any limits on earnings" section on page three for more information)
- The declared rate component reflects interest earned on the declared rate allocation, based on an interest rate (the declared rate) established by Nationwide
- These two are combined and the total amount over the strategy spread component is used to determine strategy earnings, if any, at the end of the strategy term, on free withdrawals and upon death. Partial strategy earnings may be credited on withdrawals in excess of the available free withdrawal amount. If the strategy spread component is greater than the result of the other two components combined, no earnings would be credited. Strategy earnings will never be less than zero.

[1] In CA, CDSC is called a surrender charge.

[2] Annuities are not insured by the FDIC or any federal government agency; deposits of or guaranteed by any bank or credit union, or a provision or condition of any bank or credit union activity. Some annuities involve investment risk and may lose value.

How are earnings calculated for the Balanced Allocation Strategy (BAS)?

There are multiple strategy options to choose from to help you meet your long-term goals and objectives. Only one strategy option may be selected for each strategy term. The equity indexed allocation, the declared rate allocation, the declared rate and the strategy spread are set at the start of each strategy term and cannot be changed during a strategy term.

This hypothetical example illustrates the calculation of strategy earnings at the end of a three-year strategy term. This hypothetical example is not based on a specific strategy option, refer to rate sheets for current strategy options and the associated crediting factors. The numbers used are for demonstration purposes only and do not include rider charges or withdrawals.

Assumptions

Equity Indexed Allocation	60%
Declared Rate Allocation	40%
Annual Strategy Spread	2%
Strategy Term	3 years
Hypothetical Index Performance	25% over three-year term
Declared Rate	1% per year (compounded to 3.03% over three-year term)

The Math

Equity Indexed Component	60% x 25%	15.00%
Declared Rate Component	40% x 3.03%	+1.21%
Combined Rate of return		16.21%
Annualized Value of Combined Rate of return	$(1 + 16.21\%)^{1/3} - 1$	5.14%
Less Annual Strategy Spread		-2%
Net Annualized Earnings		3.14%
Compound Net Annualized Earnings over the Strategy Term (cannot be less than zero).	$(1 + 3.14\%)^3 - 1$	9.71%

Comparing Strategy Earnings Based On Underlying Index Performance

In the chart below, you will find examples of the percentage of earnings that may be credited to a contract based on the growth in the underlying index over three years. These numbers aren't intended to reflect the performance of any available options or to predict or project future performance results and do not include rider charges or withdrawals.

	Strategy Earnings Percentage credited to the Contract Value at end of 3-year Strategy Term	
Hypothetical Index Growth over 3-Year Strategy Term	Strategy A	Strategy B
0%	0.00%	0.61%
5%	0.00%	2.09%
10%	1.05%	3.58%
15%	3.93%	5.06%
20%	6.82%	6.55%
25%	9.71%	8.03%

Strategy A: Equity Indexed Allocation: 60%, Declared Rate Allocation: 40%, Declared Rate: 1%, Strategy Spread 2%.
Strategy B: Equity Indexed Allocation: 30%, Declared Rate Allocation: 70%, Declared Rate: 1%, Strategy Spread 0.50%.

The strategy earnings calculation represented here is another form of the same calculation as stated in your contract. This approach was adjusted to demonstrate annualized earnings as well as the calculation of earnings over the complete three-year strategy term. Both forms of the calculation result in the same earnings for the three-year strategy term. Please review your contract for more detail regarding the earnings calculation. The equity index allocation, the declared rate allocation, the declared rate, strategy terms and the strategy spread (crediting factors) in this illustration are hypothetical values and may be different based on the contract terms and conditions. Note: under your contract, these crediting rates may change at the end of each strategy term.

What is a strategy term?
A strategy term is a specific period of time used to measure the change in the value of the strategy option that determines earnings credited to your contract value. The strategy terms[3] are currently set at three years. Only one strategy option may be selected for each strategy term. The equity indexed allocation, the declared rate allocation, the declared rate and the strategy spread are set at the start of each strategy term and cannot be changed during a strategy term.

What is a strategy spread?
A strategy spread is not a charge, but rather an annual percentage rate that is deducted as part of the earnings calculation. For a given equity indexed allocation and declared rate allocation, a higher strategy spread will potentially result in lower earnings credited to the contract. However, since higher strategy spreads are generally associated with higher equity indexed allocations, the earnings for a strategy option with a higher strategy spread may be higher or lower than another strategy option depending on the declared rate and the performance of the underlying index. If the strategy spread component is greater than the equity indexed component and the declared rate component combined, resulting in a negative return, no earnings would be credited as strategy earnings will never be less than zero.

Are there any limits on earnings?
New Heights 9 does not cap the amount of index performance used to calculate your earnings; however overall growth potential for your contract may be limited by the other crediting factors used in the calculation of earnings, such as the equity indexed allocation and the strategy spread. While the crediting factors cannot change during a strategy term, crediting factors for each subsequent strategy term may vary. Refer to the descriptions of the strategy options and crediting factors, how earnings are calculated and credited, as well as your contract for more detail.

What happens to the contract value if the underlying index of the strategy option decrease?
New Heights 9 guarantees that your purchase payment and any earnings credited to your contract can never be lost as a result of the underlying index declining in value. Please note that past performance of an index is no guarantee of future earnings or values of your contract.

Is there any time during the strategy term that I can lock-in the index value?
You may request to lock-in the index value on any business day before your strategy term end date. The locked-in index value is then used when calculating the earnings at the end of the strategy term, as well as earnings on withdrawals or death benefits which occur between the lock-in date and the end of the strategy term. The lock-in will take effect at the end of the business day on which you notify Nationwide. You may lock-in the index value only once per strategy term.

What if I need to withdraw all or some of my money?
Should the need arise, you are always entitled to access your money by sending Nationwide a written request.

It's important to note, however, that your withdrawals may be subject to taxes (including a 10% early withdrawal federal tax penalty if you are under age 59½) and, if made during your contingent deferred sales charge (CDSC) period, may be subject to a CDSC and a Market Value Adjustment (MVA). In selected states, an MVA may adjust the withdrawal amount payable, up or down, depending upon the interest rate conditions at the time of distribution as compared to interest rate conditions at the time your contract was issued.

CDSC, and MVA if applicable, will not apply to the following withdrawals and the amount of any such withdrawal will receive full earnings-to-date for the strategy term up to the date of the withdrawal.

- **Free withdrawals**
  You have access to a portion of the money in your fixed indexed annuity, called free withdrawals, without incurring CDSC, and MVA if applicable. Your free withdrawal schedule is expressed as a percentage of the contract value on the first day of the contract year:

Completed Contract Years	0	1	2	3	4	5	6	7	8	9+
Free Withdrawal Percentage	0%	7%	7%	7%	7%	7%	7%	7%	7%	10%

For all free withdrawals, you will receive full earnings-to-date on the withdrawal. The free withdrawal amount for each contract year is noncumulative.

NOTE: all withdrawals after year 9 are no longer subject to CDSC or MVA charges (if applicable). Please see the "What if I need to surrender my New Heights 9 contract?" below for more information about your CDSC.

[3] Strategy term can change. The "initial" strategy term is three years and is guaranteed not to change before end of the CDSC period. After the end of the CDSC period, the strategy term will be no shorter than the minimum strategy term in the contract specifications pages and no longer than the initial strategy term.

- **Required Minimum Distribution (RMD)**
  If you have a qualified contract, Required Minimum Distributions attributable to your contract will be calculated under Internal Revenue Code Sections 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions. If the RMD amount for this contract is greater than the free withdrawal amount, including for the first contract year, Nationwide will increase the free withdrawal amount for that contract year to equal the RMD amount.

- **Long-term care and terminal illness or injury[4] event**
  For long-term care event and terminal illness or injury events, Nationwide will increase the remaining free withdrawal amount so that all withdrawals after the occurrence of the event are free withdrawals (no CDSC or MVA applies) and will receive full earnings-to-date.

  To qualify, the contract owner and annuitant must be the same person and must be no older than 80 on the contract issue date. A long-term care event requires that the first 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. Terminal illness or injury event must be diagnosed after the contract issue date by a physician who certifies that the annuitant is expected to live less than twelve months from the diagnosis.

  Long-term care event and terminal illness or injury events are not available in all states. See your contract for additional information and conditions for these benefits.

It is important to note that amounts withdrawn in excess of these amounts are subject to CDSC, and MVA if applicable, and would receive prorated earnings-to-date, if any. An MVA, if applicable in your state, may adjust the withdrawal amount payable, up or down, depending upon the interest rate conditions at the time of distribution as compared to interest rate conditions at the time your contract was issued.

What if I need to surrender my New Heights 9 contract?
There may be substantial penalties for early surrenders. During the CDSC period, a CDSC is applied at the time of the surrender and is calculated by multiplying the applicable percentage shown in the table below by the amounts withdrawn in a given contract year in excess of the remaining free withdrawal amount. CDSC and MVA may vary by state. Please contact Nationwide to obtain the CDSC schedule for your issue state.

Completed Contract Years	0	1	2	3	4	5	6	7	8	9+
CDSC Percentage[5]	9%	9%	9%	9%	8%	7%	6%	5%	4%	0%

If you decide to surrender your contract, Nationwide will pay you the contract's surrender value minus any taxes withheld. If you surrender the contract before the end of the CDSC period, you may receive less than your original purchase payment. The surrender value is equal to the greater of the following values:

- Return of Purchase Payment Guarantee amount, which applies after the end of the CDSC period or when a death benefit is payable
- The modified contract value (contract value plus full and/or partial earnings), less any CDSC and adjusted for any applicable MVA
- The Minimum Guaranteed Contract Value (MGCV)

The MGCV is the minimum value that Nationwide is obligated to provide you upon full surrender of the contract, or upon payment of the death benefit, in accordance with state law.

Will I receive earnings on withdrawals?
Yes, Nationwide will calculate applicable earnings on withdrawals from the beginning of the strategy term to the date of the withdrawal, in accordance with the strategy option.

What happens on the contract's annuity commencement date[6] (when my fixed indexed annuity matures)?
On the contract's annuity commencement date, the surrender value can be distributed either in a lump sum or in the form of annuity payments. If annuity payments are elected (i.e., annuitize the contract), there may be a number of payout options from which to select. CDSC and MVA are not applicable upon annuitization. Annuitization is irrevocable and the contract will no longer be able to participate in any strategy options, and you no longer will have access to any additional withdrawals.

[4] Not available in all states and long-term care may be referred to as confinement.

[5] The CDSC percentage differs for the following states: AK, CA, CT, DE, MN, MO, MS, NJ, NV, OH, OK, OR, PA, SC, TX, UT and WA. Please contact Nationwide to obtain the CDSC schedule for your issue state.

[6] The first term end date on or after the oldest annuitant reaches age 100. It cannot be changed unless state law prohibits such a restriction.

What happens if the annuitant dies while the contract is still in effect?
In general, if you are the sole owner and annuitant, upon your death a death benefit will be payable to the beneficiaries named on your contract. The death benefit paid will be equal to the greater of the Balanced Allocation Value (BAV)[7] or the surrender value as of the date all paperwork is received in good order. The beneficiary may elect to receive the death benefit or in the case of a spouse, continue the contract.

Are there any tax consequences if I surrender my contract?
New Heights 9 offers the opportunity for your money to grow on a tax-deferred basis. Thus, any taxes payable on the earnings credited to your contract are deferred until you take withdrawals or surrender your contract. If you take withdrawals or surrender you may be subject to federal and state income taxes. In addition to income tax, you may be subject to a 10% early withdrawal federal tax penalty if you take withdrawals or surrender your fixed indexed annuity contract before age 59½. Please consult your qualified tax advisor or attorney regarding the applicability of this information to your specific situation. Neither Nationwide nor its insurance professionals offer legal or tax advice.

What other important information regarding CDSC and tax information should I know?
If this fixed indexed annuity is being purchased to replace an existing life insurance policy or fixed indexed annuity contract, you should compare the two products carefully. You should consider any CDSC that may be incurred on the surrender of the existing policy or contract. You should also consider that you will begin a new CDSC period when you purchase your New Heights 9 contract. The aspect of tax-deferred accumulation offers no additional value if the fixed indexed annuity is used to fund an IRA or employer sponsored qualified plan (such as a 401(k) plan), because such plans already benefit from tax deferral. Also, you should realize that if the owner of the fixed indexed annuity contract is not a natural person (such as certain types of trusts), the earnings credited to the contract may be subject to current taxation.

What is the Return of Purchase Payment Guarantee?
You will receive at least 100% of your purchase payment less the sum of gross withdrawals in the following instances:

- You surrender your contract after the 9th contract anniversary,
- When the death benefit is payable, or
- On a full surrender on or after a long-term care event or terminal illness or injury[8] event

What if I decide I do not want my fixed indexed annuity contract after it is delivered?
It's important to understand the benefits and limitations of your contract. The contract includes a free look period that gives you a set number of days to review the fixed indexed annuity after you buy it, during which you may return the contract and receive a refund of your purchase payment. Please contact Nationwide to obtain the free-look period for your issue state.

How is my insurance or investment professional compensated?
Nationwide pays the agent for selling this fixed indexed annuity to you. The commission is not deducted from your purchase payment, but it is a cost that is factored into the financial terms and conditions of the contract.

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[7] The BAV monitors the daily fluctuations in the strategy option and is the greater of (1) the contract value, plus any unrealized strategy earnings (strategy earnings that have not yet been credited to the contract), or (2) the Return of Purchase Payment Guarantee amount.

[8] Not available in all states and long-term care may be referred to as confinement.

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

Nationwide Life and Annuity Insurance Company ("Nationwide") thanks you for your interest in the Nationwide High Point® 365 Lifetime Income Benefit rider (High Point 365). This disclosure summary reviews the features of High Point 365 and is not intended to be a full description of the rider. For a complete explanation of the terms, refer to the Nationwide High Point 365 Lifetime Income Benefit rider brochure for New Heights 9 and contract package, once received. Your signature is required at the bottom of page 112 of this summary to let Nationwide know that you have read this summary and understand the rider that you are purchasing. Please note that the High Point 365 can only be added when you apply for your Nationwide New Heights® 9 Fixed Indexed Annuity (New Heights 9) contract.

It cannot be added later.

What is High Point 365?
High Point 365 is an optional lifetime income rider that provides you with the ability to receive a guaranteed lifetime withdrawal benefit (GLWB). Generally, this rider remains in effect until the annuity contract is surrendered or until the death of the covered life or the death of the last covered life if the joint option is elected. In order to purchase High Point 365, you (and your spouse if the joint option is elected) must be between the ages of 40-80 at contract issuance.

What is the charge for High Point 365?
The annual rider charge rate is 0.95% for the life of the contract and is based on the income benefit base, is charged on a quarterly basis and is deducted from the contract value. If the purchase payment bonus is elected, this rider charge rate would be 1.30%. Please refer to your contract package, upon receipt, for the rider charge calculation. It is important to note that the rider charge may impact the Minimum Guaranteed Contract Value.

How does election of the purchase payment bonus affect the High Point 365 rider?
If elected, a 3.50% bonus, credited at contract issue and based upon the purchase payment, will be added to the contract value, the income benefit base and the return of purchase payment guarantee amount. If you elect this option, the High Point 365 rider charge rate increases to 1.30%. It is important to note that your lifetime income payments may be reduced by rider charges, and in this case the higher rider charge.

The bonus vests over time and is fully vested by the end of the CDSC period. If you make a withdrawal in excess of the remaining free withdrawal amount, any unvested bonus amount will be proportionally forfeited. Purchase payment bonus may not be available in all states.

How are my lifetime income payments determined?
Lifetime income payments cannot begin until after the fifth contract anniversary and the date that the youngest covered life reaches age 50. Your initial monthly lifetime income payments are calculated by multiplying the greater of the contract value and the income benefit base by the applicable lifetime payout percentage (as discussed on page 7) and then dividing that amount by twelve.

The income benefit base (during the accumulation phase and on the first day of the income phase) is the greater of the Minimum Income Benefit Value and the highest Balanced Allocation Value (BAV).[9] The highest BAV is calculated daily, adjusted for withdrawals and reflects the performance of the underlying indices. The Minimum Income Benefit Value is your purchase payment accumulated at a roll-up rate of 1% compounded annually from the date of issue until the earlier of the 10th contract anniversary or the date the lifetime income payments begin.

[9] The BAV monitors the daily fluctuations in the strategy option and is the greater of (1) the contract value, plus any unrealized strategy earnings (strategy earnings that have not yet been credited to the contract), or (2) the Return of Purchase Payment Guarantee amount.

The lifetime payout percentage is determined based on your age at contract issue and the number of completed contract years. If a joint option is elected, the lifetime payout percentage is based on the age of the younger spouse. The longer you defer taking lifetime income payments, the higher the lifetime payout percentage could be (lifetime payout percentages may not increase beyond a certain number of completed contract years). Please ask your agent to supply your customized table of payout percentages or refer to your contract package for the table of lifetime payout percentages that apply to you.

Example of lifetime payout percentages[10] (single owner/covered life[11])

Age at issue	Income benefit base	Lifetime income starting after 10 years		Lifetime income starting after 15 years		Lifetime income starting after 20 years	
		Payout %	Income[12]	Payout %	Income[12]	Payout %	Income[12]
40	$150,000	4.87%	$7,305	6.15%	$9,225	7.75%	$11,625
45	$150,000	5.37%	$8,055	6.69%	$10,035	8.35%	$12,525
50	$150,000	5.98%	$8,970	7.81%	$11,715	9.49%	$14,235
55	$150,000	6.60%	$9,900	9.15%	$13,725	10.79%	$16,185
60	$150,000	7.38%	$11,070	10.84%	$16,260	12.34%	$18,510
65	$150,000	8.66%	$12,990	13.63%	$20,445	14.77%	$22,155
70	$150,000	10.11%	$15,165	14.85%	$22,275	16.00%	$24,000

NOTE: lifetime payout percentages will be lower if the joint option is elected, and if either covered life is removed the lifetime payout percentages will not change. A new covered life may not be added to cover a subsequent spouse.

When can I start my lifetime income payments?
Lifetime income payments cannot begin until after the fifth contract anniversary and the date that the youngest covered life reaches age 50. Once lifetime income payments start, and as long as you adhere to the rider withdrawal limits, as discussed later, lifetime income payments are guaranteed to continue until the death of the covered life or the last surviving covered life, if the joint option is elected. Once you start taking lifetime income payments, you may choose to stop receiving these payments at any time and then choose to begin them at a later date.

How often will I receive a lifetime income payment?
Lifetime income payments are paid monthly. You are not required to take the entire available lifetime income payment each month. You can roll-over any unused lifetime income payment month-to-month, until the end of each contract year. If you do not take the available lifetime income payment by the end of the contract year, it will not be carried forward to the next contract year.

Once I begin taking lifetime income payments, do they have the opportunity to increase?
Possibly. Provided the contract value is greater than zero, lifetime income payments may step-up on a monthly basis after lifetime income begins if the highest BAV, multiplied by the lifetime payout percentage at the time income began, is greater than the current lifetime income payment (annualized). If the highest BAV multiplied by the lifetime payout percentage is greater, then that value would become your new current lifetime income payment (annualized), and the new highest BAV would become your new income benefit base, resulting in your lifetime income payments increasing.

Are there any tax consequences when I start taking my lifetime income payments?
Any withdrawals taken, including lifetime income payments, may be subject to income tax, and if you are under age 59½ a 10% early withdrawal federal tax penalty may apply. Please consult your qualified tax advisor or attorney regarding the applicability of this information to your specific situation. Neither Nationwide nor its insurance or investment professionals offer legal or tax advice.

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[10] Hypothetical example only. Lifetime payout percentages for your contract may be different than what is shown and are subject to change at any time. However, once your contract is issued, the lifetime payout percentages applicable to your contract will not change

[11] The covered life is the individual whose life is covered by the High Point 365 Lifetime Income Benefit rider.

[12] Lifetime income payments must be taken monthly. Annual amount is shown for comparison purposes.

How does the contingent deferred sales charge[13] (CDSC) or market value adjustment[14] (MVA) impact my lifetime income payments?
Lifetime income payments are free withdrawals and are not subject to CDSC or MVA.

How do free withdrawals and excess withdrawals impact my lifetime income payments?
Prior to initiating lifetime income payments (the accumulation phase), withdrawals will reduce your income benefit base by the same proportion that the withdrawal reduced the contract value which will decrease your future lifetime income payments proportionately.

Once lifetime income payments are initiated, the income phase begins. Withdrawals that exceed your available lifetime income amount (excess withdrawals) may be taken; however, those excess withdrawals will reduce the highest BAV, income benefit base and future lifetime income benefit payments proportionately. Excess withdrawals will reduce the contract value. If an excess withdrawal reduces the contract value to zero, this rider and the contract will terminate.

All withdrawals over the remaining free withdrawal amount, are subject to CDSC and, if applicable, an MVA and/or recoupment of unvested bonus. See page 3 for withdrawal amounts, charges and adjustments.

What happens to High Point 365 if the covered life dies?
If the High Point 365 rider is based on one covered life, then the rider will terminate.

If the joint option is elected, then the surviving spouse may elect to continue the contract as its sole owner and annuitant, and continue the High Point 365 rider. If lifetime income payments have already begun when the first death occurs, the surviving spouse may continue to receive payments uninterrupted.

How does High Point 365 affect my return of purchase payment guarantee?
Prior to lifetime income payments beginning, you will be returned 100% of your purchase payment plus purchase payment bonus, if elected, less the sum of gross withdrawals, if:

- You surrender your contract after the 9th contract anniversary, or
- When the death benefit is payable, or
- You surrender your contract on or after a long-term care and terminal illness or injury[15] event

Once the income phase begins, the return of purchase payment guarantee no longer applies.

Can I voluntarily terminate High Point 365?
No, the election of this rider is irrevocable. However, the rider could automatically terminate if certain ownership changes[16], assignments or other events occur. Please refer to your contract package for additional details.

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[13] A charge that may be assessed on withdrawal or full surrender prior to the end of the CDSC schedule. In CA, CDSC is called a surrender charge.

[14] In select states, an MVA may adjust the withdrawal amount payable, up or down, depending upon the interest rate conditions at the time of distribution as compared to interest conditions at the time your contract was issued. Please contact Nationwide to determine if MVA is applicable in your issue state.

[15] Not available in all states and long-term care may be referred to as confinement.

[16] Automatic termination for certain ownership changes or assignments does not apply in all states.

Nationwide High Point® Enhanced Death Benefit Rider Optional Death Benefit Disclosure Summary

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

Nationwide Life and Annuity Insurance Company ("Nationwide") thanks you for your interest in the Nationwide High Point® Enhanced Death Benefit rider (High Point EDB). This disclosure summary reviews the features of the High Point EDB and is not intended to be a full description of the rider. For a compete explanation of the terms, refer to the High Point Enhanced Death Benefit rider brochure for New Heights 9 and contract package, once received. Your signature is required at the bottom of page 11 of this summary to let Nationwide know that you have read this summary and understand the rider that you are purchasing. Please note that the High Point EDB can only be added when you apply for your Nationwide New Heights® 9 Fixed Indexed Annuity (New Heights 9) contract. It cannot be added later.

What is the High Point EDB?
High Point EDB is an optional rider for an additional cost. When added to your New Heights 9 contract, it offers the potential for an enhanced death benefit paid at your death (or the first spouse's death if joint option is elected). In order to purchase High Point EDB, you (and your spouse if the joint option is elected) must be age 75 or younger at contract issuance.

What is the charge for the High Point EDB?
The annual rider charge rate is 0.50% based on the enhanced death benefit value, is charged on a quarterly basis and is deducted from the contract value. If the purchase payment bonus is elected this rider charge rate would be 0.95%. It is important to note that the rider charge may impact the Minimum Guaranteed Contract Value and the paid death benefit amount. Please refer to your contract, upon receipt, for the rider charge rate calculation.

How is the death benefit determined if I elect the High Point EDB?
High Point EDB guarantees a death benefit will be paid to the beneficiary upon the death of the annuitant, or first death of the annuitant or co-annuitant if the joint option is elected. The death benefit will be the greater of the base contract death benefit or the enhanced death benefit value. The enhanced death benefit value is equal to the greater of:

- The purchase payment compounded at 4% per year up to a 200% cap of purchase payment, or until the contract anniversary after the older annuitant reaches age 80, whichever occurs first. The accumulated purchase payment and cap are adjusted for withdrawals
- The highest Balanced Allocation Value (BAV)[17], which is calculated daily, is adjusted for withdrawals and reflects the performance of the underlying index. The highest BAV increases until the contract anniversary after the older annuitant reaches age 80

If I take withdrawals from my contract, how will they affect the High Point EDB?
Any withdrawal taken from your contract will reduce your enhanced death benefit value proportionally. For example, if your contract value is $100,000 before your withdrawal, and you take a $1,000 net withdrawal[18], your new contract value, which is now reduced by 1%, will be $99,000. Your enhanced death benefit value will be reduced 1% in value.

How does election of the purchase payment bonus affect the High Point EDB?
If elected, a 4% bonus, credited at contract issue and based upon the purchase payment, will be added to the contract value and the return of purchase payment guarantee amount. If you elect this option, the High Point EDB annual rider charge rate for this rider will increase to 0.95%. The bonus vests over time and is fully vested by the end of the CDSC period. If you make a withdrawal that is in excess of the remaining free withdrawal amount, any unvested bonus amount will be proportionally forfeited. Purchase payment bonus may not be available in all states.

[17] The BAV monitors the daily fluctuations in the strategy option and is the greater of (1) the contract value, plus any unrealized strategy earnings (strategy earnings that have not yet been credited to the contract), or (2) the Return of Purchase Payment Guarantee amount.

[18] The net withdrawal is the amount you receive after any rider charges, contingent deferred sales charges (CDSC) and, if applicable any Market Value Adjustment (MVA), and is deducted from the contract value from either a partial withdrawal or full surrender.

How does the High Point EDB affect my return of purchase payment guarantee?
You will receive 100% of your purchase payment plus purchase payment bonus, if elected, less the sum of gross withdrawals, if:

- You surrender your contract after the 9th contract anniversary, or
- When the death benefit is payable, or
- You surrender your contract on or after a long-term care event or terminal illness or injury[19] event

What happens upon the first spouse's death if the joint option is elected?
If the surviving spouse elects to continue the contract, if the High Point EDB is greater than the contract value, the contract value will be stepped up to the death benefit value under the High Point EDB. After a death benefit is payable under the High Point EDB rider, the High Point EDB rider will be removed from the contract. The contract will no longer have any CDSC, the bonus (if elected) will be fully vested, MVA, if any, will no longer apply to subsequent distributions, and the charge for the rider will be removed. The surviving spouse can continue the contract with the base contract death benefit to be paid on their death.

If the surviving spouse elects to take the lump sum death benefit value, then the contract would terminate.

Can I voluntarily terminate the High Point EDB?
No, the election of this rider is irrevocable. However, the rider could automatically terminate if certain ownership changes[20], assignments or other events occur. Please refer to your contract package for additional details.

---

[19] Not available in all states and long-term care may be referred to as confinement.

[20] Automatic termination for certain ownership changes or assignments does not apply in all states.

Nationwide®

RETURN THIS PAGE WITH THE APPLICANT'S ORIGINAL SIGNATURE TO THE HOME OFFICE AND LEAVE A COPY OF THE ENTIRE DISCLOSURE SUMMARY WITH THE APPLICANT.

Applicant acknowledgment

By signing below, I acknowledge that I have received and read, or have been read, the Nationwide New Heights® 9 Fixed Indexed Annuity disclosure, and if applicable, the Nationwide High Point 365® Lifetime Income Benefit rider (High Point 365) disclosure summary and the Nationwide High Point® Enhanced Death Benefit rider (High Point EDB) disclosure summary in their entirety, and understand their contents. I have also received and reviewed the New Heights 9 strategy options rate sheet(s).

I acknowledge that I have discussed my financial status, tax status, current insurance products and investments (including my investments' objectives) with my insurance or investment professional and believe that the fixed indexed annuity meets my financial objectives.

I have received a copy of the Nationwide New Heights 9 brochure, and if electing an optional rider, I have reviewed either the Nationwide High Point 365 Lifetime Income Benefit rider brochure for New Heights 9 or the High Point Enhanced Death Benefit rider brochure for New Heights 9 and any additional materials used in connection with the sale of this fixed indexed annuity.

I understand that I am applying for a fixed indexed annuity, and may or may not be electing an optional rider (neither of which are a registered security), and that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments.

Other than the Minimum Guaranteed Contract Value (MGCV) guarantee and the return of purchase payment guarantee, there are no guarantees, promises or warranties.

Nationwide may change the contract to comply with federal or state laws and regulations. If a change occurs, Nationwide will notify me in writing.

Any illustrated values shown to me are not guarantees, promises or warranties.

All contractual guarantees are backed by Nationwide Life and Annuity Insurance Company (Nationwide) and are subject to Nationwide's claims-paying ability.

This product is designed and intended for a long-term investment strategy and has limitations and restrictions, such as contingent deferred sales charges (CDSC) and MVA if applicable in my state, during the CDSC period, both of which were discussed in this disclosure summary.

Tear out here

Contract Owner/Applicant Name (please print): John Smith Living Trust

Contract Owner/Applicant Signature: , "Trustee"

SSN: ______ Phone: ______ Date: ______

Joint Owner/Applicant Name (please print): ______

Joint Owner/Applicant Signature: ______

SSN: ______ Phone: ______ Date: ______

Insurance or investment professional confirmation

By signing below, I acknowledge that I have reviewed this disclosure summary with the applicant. I certify that a copy of this summary has been provided to the applicant. I have not made any statements that differ from what is stated in this summary and no promises or assurances have been made about the future value of any nonguaranteed elements of the fixed indexed annuity or optional riders.

Insurance or Investment Professional:

Name (please print): ______

Signature: ______

Insurance or Investment Professional Number: ______ Date: ______

Nationwide New Heights® 9 Fixed Indexed Annuity

COMMISSION ELECTION FORM

(ATTACH THIS FORM TO THE APPLICATION / ENROLLMENT CARD)

Certificate Owner/Contract Owner: Joh Smith Living Trust Date:

Advisor Name: Edward Agent

Advisor Phone Number: 888- 888- 8888

Firm Name: M+ O Marketing

I elect the following **Commission Option.**

Options for Annuitants Ages 0 - 70:

- ☒ **Option 0** All upfront option with no trail
- ☐ **Option 1** Lower upfront with a higher trail[1]
- ☐ **Option 4** Higher upfront with a lower trail[1]
- ☐ **Option 7** Higher upfront with a lower trail[2]

Options for Annuitants Ages 71-75:

- ☐ **Option 0** All upfront option with no trail
- ☐ **Option 2** Lower upfront with a higher trail[1]
- ☐ **Option 5** Higher upfront with a lower trail[1]
- ☐ **Option 8** Higher upfront with a lower trail[2]

Options for Annuitants Ages 76-80:

- ☐ **Option 0** All upfront option with no trail
- ☐ **Option 3** Lower upfront with a higher trail[1]
- ☐ **Option 6** Higher upfront with a lower trail[1]
- ☐ **Option 9** Higher upfront with a lower trail[2]

[1]Trail commission begins in the 5th calendar quarter.
[2]Trail commission begins in the 17th calendar quarter.

***NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT, **OPTION 0** WILL BE THE AUTOMATIC COMPENSATION OPTION.*

Note: **Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

Monthly trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12.

CHARGEBACK PROVISIONS for Nationwide New Heights® 9 Fixed Indexed Annuity:

In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid on the amount of the withdrawal shall be charged back against General Agent.

In the event that a fixed indexed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon shall be charged back again General Agent.

1. Within the first six months form the date of issue, the full compensation paid thereon shall be charged back against General Agent.
2. Within the period from the 7th month thought the 12th month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

All chargebacks may be applied against current and future compensation payable.

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE

INTERNAL EXCHANGES to Nationwide New Heights® 9 Fixed Indexed Annuity:

INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract:

Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority (FINRA).

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE

* required if you want different allocations

Nationwide®

Nationwide Multi-Contract Letter of Instruction

For use with the Nationwide New Heights® Fixed Indexed Annuity suite only

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company

PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

NOTE: This form is ONLY required if multiple contracts are being established.

I, (Contract Owner's Name) John Smith Living Trust request Nationwide to establish 2 contracts, as referenced below, per the single application and other necessary documentation enclosed.

I understand that the **ONLY** data that may vary for each contract is the premium amount and elected Strategy Option. **The premium amount for each contract must meet the product minimum**.

The Total Approximate Premium is: 100,000

Must be whole percentages and must add up to 100%.							
Number of Contracts Requested	**Per Contract Allocation of Total Premium** (Whole % Only)	**Strategy Option Election** (Only one Index and one Strategy per Contract)					
		Index				**Strategy**	
1	%	☒ JPMorgan Mozaic II℠	☐ MSCI EAFE	☐ NYSE® Zebra Edge™	☐ S&P 500®	☒ A	☐ B
2	%	☒ JPMorgan Mozaic II℠	☐ MSCI EAFE	☐ NYSE® Zebra Edge™	☐ S&P 500®	☐ A	☒ B
3	%	☐ JPMorgan Mozaic II℠	☐ MSCI EAFE	☐ NYSE® Zebra Edge™	☐ S&P 500®	☐ A	☐ B
4	%	☐ JPMorgan Mozaic II℠	☐ MSCI EAFE	☐ NYSE® Zebra Edge™	☐ S&P 500®	☐ A	☐ B

Reason for Establishment of Multiple Contracts (select one)

☒ Current Strategy Option Diversification
☐ Guaranteed Income Laddering
☐ Future Strategy Option Diversification
☐ Roth IRA Conversion
☐ Other (explain): ____________________

Acknowledgments

I agree and acknowledge the following:

- This Multi-Contract Form must be submitted with the application.
- All contracts listed as part of this Multi-Contract Form will be issued once all premium has been received by Nationwide.
- The Suitability review conducted will be based on the aggregate premium and indexes on all contracts.
- Tax Qualification Type of all contracts requested by this Letter of Instruction must be the same.
- **The premium amount and/or elected Strategy Option may be different for each contract, but all other information must be identical.**
- Elected Strategy Options on this form will override any Strategy Option election indicated on the application.
- **The product minimum must be met for each contract.**
- The time horizon and liquidity listed on the Suitability Questionnaire will reflect the minimum duration. Each respective contract may be greater than or equal to this selection.
- Non Qualified Annuities Only - per IRC 72(e)12 if more than one contract is opened within the same calendar year, all contracts will be aggregated to maintain the same tax treatment as a single contract.
- Election of different Strategy Options at term end or initiation of guaranteed lifetime income via the High Point 365 Lifetime Income Benefit Rider, are the **responsibility of the contract owner.**

Confirmation & Signatures

By signing this document, I am confirming that the information provided is complete and accurate to the best of my knowledge.

Contract Owner:

Name (please print): ______________________________

Signature: " Trustee " **Date:** ______________

Joint Owner (if applicable):

Name (please print): ______________________________

Signature: ______________________________ **Date:** ______________

Firm:

Name (please print): ______________________________

Producer's Name (please print): ______________________________

Signature: ______________________________ **Date:** ______________

Disclosures

Annuities have limitations. They are long-term vehicles designed for retirement purposes. They are not intended to replace emergency funds, to be used as income for day-to-day expenses or to fund short-term savings goals. Please read the contract for complete details.

Guarantees and protections are subject to the claims-paying ability of Nationwide Life and Annuity Insurance Company.

Nationwide New Heights is a single premium fixed indexed deferred annuity issued by Nationwide Life and Annuity Insurance Company, Columbus, Ohio. Please note, the contract does not directly participate in any stock or equity investments. Withdrawals are subject to income tax, and withdrawals before age 59½ may be subject to a 10% early withdrawal federal tax penalty.

J.P. Morgan Mozaic II℠; The J.P. Morgan Mozaic II℠ Index ("Index") has been licensed to Nationwide Life and Annuity Insurance Company (the "Licensee") for the Licensee's benefit. Neither the Licensee nor Nationwide New Heights® Fixed Indexed Annuity (the "Product") is sponsored, operated, endorsed, recommended, sold or promoted by J.P. Morgan Securities LLC ("JPMS") or any of its affiliates (together and individually, "JPMorgan"). JPMorgan makes no representation and gives no warranty, express or implied, to contract owners taking exposure to the Product. Such persons should seek appropriate professional advice before making any investment. The Index has been designed and is compiled, calculated, maintained and sponsored by JPMS without regard to the Licensee, the Product or any contract owner. JPMorgan is under no obligation to continue compiling, calculating, maintaining or sponsoring the Index. JPMorgan may independently issue or sponsor other indices or products that are similar to and may compete with the Index and the Product. JPMorgan may also transact in assets referenced in the Index (or in financial instruments such as derivatives that reference those assets). These activities could have a positive or negative effect on the value of the Index and the Product.

MSCI EAFE; The product referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such product or any index on which such product is based. The Contract contains a more detailed description of the limited relationship MSCI has with Nationwide and any related funds.

S&P 500®; The "S&P 500®" is a product of S&P Dow Jones Indices LLC ("SPDJI"), and has been licensed for use by Nationwide Life and Annuity Insurance Company ("Nationwide"). Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); DJIA®, The Dow®, Dow Jones® and Dow Jones Industrial Average are trademarks of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Nationwide. Nationwide New Heights® Fixed Indexed Annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing

NYSE® Zebra Edge™; "The NYSE® Zebra Edge™ Index has been licensed to Nationwide Life and Annuity Insurance Company ("Nationwide"). Neither Nationwide nor the Nationwide New Heights® Fixed Indexed Annuity (the "Product") is sponsored, operated, endorsed, recommended, sold or promoted by Zebra, NYSE or UBS and in no event shall Zebra, NYSE or UBS have any liability with respect to the Product or the Index. Zebra, NYSE and UBS make no representations, give no express or implied warranties and have no obligations with regard to the Index, the Product, the client or other third party. The marks NYSE®, and NYSE Arca® are registered trademarks of NYSE Group, Inc., Intercontinental Exchange, Inc. or their affiliates. The marks Zebra® and Zebra Edge™ are trademarks of Zebra, may not be used without prior authorization from Zebra, and are being utilized by NYSE under license and agreement."

* required when the Trust is the owner *

Nationwide®

Certification of Trust

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

1. General Information (please print)

Owner's Information:

Name: John Smith Policy Number: n/a

Street Address:

City: State: ZIP:

SSN: Phone: Email:

Nationwide strives to provide excellent customer service to our Members. By providing your telephone number, you authorize the Nationwide Family of Companies to contact you via telephone using automated technology to assist you with your account.

2. Trust Information

Trust Name: John Smith Living Trust State Trust Established: TX

Date of Trust AND Date of Any Amendments to Trust: 1/1/98

Trust Tax Identification (TIN/EIN/SSN): 111-22-3333

Settlor/Grantor Name(s): John Smith State Law that Governs Trust: TX

Current Trustee Name: John Smith Phone: 888-8888

Street Address: 123 Main St.

City: Austin State: TX ZIP: 73301

Current Trustee Name (if applicable): Phone:

Street Address:

City: State: ZIP:

NOTE: If more than two trustees, please attach additional sheet with trustee names, addresses, telephone numbers and signatures

Original Trustee Name (if applicable):

Successor Trustees (if applicable):

Applicable powers, limitations and/or restrictions of trustee(s) in dealing with trust assets. If no restrictions or limitations are imposed, please state the same below.

Type of Trust: ☐ Irrevocable ☐ Revocable (If "Revocable" selected, list persons below with power to revoke)

Person with Power to Revoke:

Person with Power to Revoke:

If the trust has more than one trustee, select one (Required):

☐ Must Act in Unison ☐ May Act independently ☐ Other (Only designated trustees may bind trust, list names)

Person with Power to Bind:

Person with Power to Bind:

3. Certification

Nationwide Life Insurance Company and/or Nationwide Life and Annuity Insurance Company are referenced throughout as "Nationwide".

As trustee(s) for the trust named in Section 2, I/we acknowledge and agree that:

- I/we have the authority to make this certification.
- The trust agreement to which this certification applies is in existence, and in full force and effect and has not been revoked, modified or amended in any way that would cause the representations in this document to be incorrect.
- The trust is not supervised by a court.
- Under the trust agreement and applicable law, I/we have full authority to give Nationwide instructions regarding the purchase, surrender, encumbrance, management or disposition of life insurance policies, annuity contracts or income products.
- Unless we advise Nationwide in writing to the contrary, any one trustee may individually act or execute any documents on behalf of and bind the trust.
- If any of the current trustees resign, the trust is responsible for naming a new trustee. Nationwide may rely on the authority of one (1) or more successor trustees without proof of their succession.
- I/we do not hold Nationwide responsible for any tax consequences due to the purchase or surrender of this life insurance policy or annuity contract or income product, and confirm that I/we understand the tax requirements for this investment.
- Nationwide will not assume any responsibilities other than its contractual obligations as the issuer of a life insurance policy, annuity contract or income product.
- The information contained in this document is correct, and the trustees understand and agree that Nationwide will rely on this information for all purposes relating to issuing and maintaining a life insurance policy, annuity contract or income product where the trust named in Section 2 is the owner and/or beneficiary.
- Nebraska Domiciled Trust Only: I have attached a list of the name of each beneficiary and the relationship to the grantor, settler or testator as required under R.R.S. Neb. § 30-38,102 et seq.

4. Taxpayer ID Certification

I certify that under penalties of perjury that:

1. The Taxpayer Identification Number or Social Security Number listed on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because:
   a. I am exempt from backup withholding, or
   b. I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
   c. The Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
   (FATCA does not apply as this is a U.S. account)

You must cross out item (2) if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tax return.

5. Signature(s) (required)

The undersigned, on behalf of the trust, agree(s) to indemnify and hold harmless Nationwide from any and all liabilities and expenses, including attorneys' fees, for claims, judgments, surcharges, or settlement amounts for acting on transaction requests of the types specified above or otherwise relying on this certification/affidavit. Each trustee will be jointly and severally liable for performing the obligations stated above. Such obligations and this indemnification will survive termination of the trust and will be binding upon all heirs, successors, or assigns. The undersigned agree(s) to promptly inform Nationwide, in writing, of any amendment to the trust, any change in the composition of the trustees, or any other event that could affect the representations made in this document. I/we understand that Nationwide will rely on this certification/affidavit until it receives signed written notice of any changes as noted above.

Current Trustee:

Name (please print): John Smith **SSN (Required):** 111-22-3333

Signature: ______________________ **Date:** ______________

Current Trustee (if applicable):

Name (please print): ______________________ **SSN (Required):** ______________

Signature: ______________________ **Date:** ______________

6. Notary (required)

Witnessed by Notary:

State of: ______________________ County of: ______________________

On the ________ day of ______________, 20____, before me personally appeared ______________________ known to me to be the person named therein and who executed the foregoing, and acknowledged to me that he/she voluntarily executed the same.

Notary Information:

Witness my hand and official seal.

Printed Name: ______________________

Signature: ______________________

Date: ______________________

My commission expires: ______________________

NOTARY SEAL/STAMP

* required when Trust is owner

Nationwide®

Establishing a Non-Qualified Contract with a Non-Natural Person as Owner

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: **888**-634-4472 • nationwide.com

1. General Information (please print)

Owner Information:

Do not complete this portion if this is submitted along with a new contract application. For existing contracts this section must be completed.

Existing Contract Number:____

Contract Owner Name: ____

Owner Type (A non-natural owner is defined as a legal entity other than a living person. A natural person is defined as a living person. A contract owned by an entity other than a living person has a non-natural owner.)

The contract owner is a: **(Please check one only.)**

Trusts - Please include the trust title page, trustee & successor trustee designation page.

☒ Grantor/Living/Revocable Trust

☐ Grantor Irrevocable Trust

☐ Charitable Remainder Trust/Charitable Lead Trust

☐ Other ________________________________

Entities - Requires the signature of an officer (with current job title) authorized to sign on behalf of the entity. Please also include a certified copy of the corporate resolution providing such authority.

☐ Corporation

☐ Partnership

☐ Sole Proprietorship (Company or Business)

☐ Limited Liability Company (LLC) ☐ Check this box if electing to be treated as a Corporation

Other (Estate/Structured Settlement/Family Limited Partnership/Qualified Plan/Foundation/Etc.)

☐ ____

2. Required Selection

Note: If a selection is not made, Nationwide will default to "Not acting as an agent" which means the contract will lose the tax deferred status for tax purposes.

Select only one. (Please review these choices with your legal counsel.)

☐ **The entity selected above is acting as an agent of the natural person.**

☒ **The entity selected above is NOT acting as an agent of a natural person.** (Contract will lose tax deferral standing and earnings may be reported annually on Form 1099-MISC.)

3. Disclosure and Important Information

Please read the important information regarding Non-Natural owners of Non-Qualified annuity contracts and keep for your reference.

By completing an application for a contract holder who is not a natural person, you are asking Nationwide to establish a non-qualified annuity contract with a non-natural person as owner. The following is our understanding of how the contract will be administered in this arrangement. This is not a legal or tax opinion from Nationwide to you, and may not be relied upon as such. You should consult your personal tax or legal counsel for assistance regarding your circumstances. Also, information contained herein is subject to change, based on changes in the laws, regulations, or other Internal Revenue Service interpretations thereof.

Tax Reporting

If a contract is treated as tax deferred, withdrawals from the contract will be tax reported to the contract owner on form 1099-R, and may be subject to the 10% penalty tax on premature distributions.

To assist the trustee or grantor in completing any tax reporting responsibility they may have with respect to the trust, Nationwide will provide contract values on year end statements.

If a contract does NOT provide tax deferral, earnings and other investment gains will be tax reported to the holder each year on form 1099-MISC.

3. Disclosure and Important Information (continued)

Non-Qualified Contract with a Trust, Corporation, Partnership, or Other Entity as Owner — Annuity contracts owned by trusts, corporations, partnerships and other non-natural persons generally will not qualify for tax deferral unless such non-natural person is treated as the agent for a natural person. For example, a corporate employer that holds an annuity contract for the benefit of one or more of its employees is never treated as an agent of a natural person, and is treated as a taxable owner. Your acknowledgment (Section 2) indicates whether (a) you are an entity that owns the annuity for the benefit of a natural person, or (b) that you are aware that the earnings and other investment gains in the contract will not be tax deferred. You should contact your legal advisor to determine whether you are holding the annuity contract as an agent for a natural person.

Disposition upon death or upon change of annuitant where the annuity contract is owned by a trust, corporation, partnership or other entity

Death of Annuitant — If the annuitant dies, the death will be treated as a "death of holder" for federal tax purposes. The contractual death benefit will be paid to the named beneficiary as provided in the annuity contract within ninety days after proof of death is provided to the company, but in any event not later than five years after the year in which the annuitant dies.

Change of Annuitant — Changing the annuitant is likewise treated as "death of holder" for federal tax purposes and the contract will be paid out to the contract owner not later than five years after the change is made. This distribution will be subject to a contingent deferred sales charge or surrender charge when applicable.

4. Names and Signatures

By signing below you are certifying to Nationwide that the information on this form is accurate, and agreeing to indemnify and hold Nationwide harmless for reliance upon this certification until such time as further written notification is received from you or your representative. It is the representatives/trustee(s) responsibility to advise Nationwide of any change in representatives/trustee(s) that must sign, or other change in any representatives/trustee(s) authority.

Please type or print (except signatures)

Trust/Corporation/Other Entity:

Name: ______________________________ Tax ID Number: ____________________

Representative(s) or Trustee(s):

Name: ______________________________ Signature: ____________________

SSN: ______________________________ Date: ____________________