



Investment Advisor Election Form

Mail to: Nationwide Financial®*
Individual Annuities, P.O. Box 182021
Columbus, Ohio, 43218-2021
(800) 848-6331
Fax to: 1-888-634-4472

CONTRACT NUMBER
(Must be completed for all requests)

Owner Name: _____ Social Security Number: _____

Joint Owner Name: _____ Social Security Number: _____

Investment Advisor Name: _____ Social Security Number (Required): _____

Investment Advisor Office Address (Required): _____

Phone Number: _____ Fax Number: _____ E-mail Address: _____

Investment Advisor Firm: _____ Firm Tax ID # (Required): _____

Firm Address (Required): _____

Phone Number: _____ Fax Number: _____ E-mail Address: _____

Transfer, Allocation, and Fee Payment Authorization

I, contract Owner(s) hereby authorize the Investment Advisor (“Advisor”) signed below, to act as agent. Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company (collectively “Nationwide”) is authorized to a) release information regarding your annuity contract (“Annuity”) established with Nationwide to Advisor and b) comply with written, telephone, faxed or other acceptable electronic instruction received from the Advisor to transfer the Annuity contract values or change future contribution allocations between and among the variable account sub-accounts of the Annuity. This authorization shall be subject to all provisions of the Annuity contract and offering prospectus.

For any contracts with living benefit withdrawal feature(s) active on the contract, any withdrawal processed to pay advisory fees will count as a withdrawal towards the annual living benefit amount available under the feature and can:

- Activate the withdrawal phase,
- Lower the benefit base, or
- Lock in the payout percentage

Important Note for Non-Qualified annuity contracts: If your contract was issued as part of a **partial 1035 exchange** on or after June 30, 2008, and a distribution or surrender including withdrawals for payment of advisory fees is made from either contract within 12 months after the exchange, all or a portion of the amount transferred from the original contract will be treated as a taxable distribution, subject to both income taxation and the 10% early distribution penalty, unless, the distribution or surrender meets certain defined exceptions. You should consider alternative sources of payment other than your annuity contract for advisory fees. Please consult your prospectus for more information and discuss any tax consequences concerning any contemplated transactions with a professional tax advisor.

I authorize Nationwide to comply with written requests by Advisor to liquidate a given amount from the Annuity to pay advisory fees (“Fee”) under an advisory service agreement executed between Advisor and me. I am fully informed of the legal and tax ramifications of my election to have the Fee withdrawn from the Annuity contract.

Redemption Tax Status and Withholding

Liquidations from a non-qualified annuity contract to pay Fees are generally administered by Nationwide as ordinary income, reported as a distribution on IRS Form 1099-R, and may also be subject to a 10% tax penalty. Liquidations from individual retirement annuity contracts, qualified contracts and tax sheltered annuity contracts to pay Fees are generally administered by Nationwide as an expense, not currently tax reported. You **should** consult your tax or legal advisor regarding matters associated with the payment of Fees.

Disclaimer and Indemnification

Nationwide does not provide tax or legal advice. Nationwide does not make any representation or warranty by accepting instructions concerning the tax treatment of Fees on the Internal Revenue Code of 1986, as amended (the “Code”), or otherwise. Nationwide has no responsibility or liability for any taxes, penalties, and/or interest that may be assessed by the IRS or other administering tribunal or court arising out of the authorization.

I hereby indemnify and hold Nationwide harmless from all taxes, penalties, and/or interest (individually and collectively referred to as “Loss”) arising out of Advisor-initiated transfers, allocations, allocation changes and/or liquidations. Nationwide is not responsible and has no liability for any Loss incurred by Owner(s) as a result of transactions contemplated by this authorization except in the event of the willful misconduct of Nationwide, its employees or agents in processing transfer, reallocation or partial surrender requests made by Advisor.

*Nationwide Financial annuities are issued by Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company.



Investment Allocation Services

The Owner(s) and the Advisor named above agree that the cost of any investment advisory service provided by the Advisor may be deducted from the assets of the Annuity. The Owner(s) and the Advisor agree that the Owner(s) shall be solely responsible for the payment of the Fee. The Fee shall be deducted directly from assets of the Annuity and forwarded by Nationwide to the Advisor.

Under no circumstances shall Nationwide be held liable for payment of the Fee. If the assets of the Annuity should fail to be sufficient to pay the Fee or if the Fee should fail to be paid for any reason whatsoever, the Advisor shall have no right to collect the Fee from Nationwide.

Owner Initiated Transactions

Owner(s) initiated transactions such as Systematic Withdrawals or sub-account transfers may conflict with Advisor’s services. Transfer or reallocation instructions provided by Advisor under authority of this form may cause the discontinuation of Owner(s) transactions such as systematic withdrawals. Nationwide is not responsible for such services canceled due to either Advisor’s or Owner(s) transfer or reallocation activity.

Termination

This authorization shall remain in effect until the earlier of (1) the termination of this authorization by either the Owner(s), the Advisor, or Nationwide by written notice to the others (2) the full surrender or total distribution of the Annuity or (3) death of the Owner(s).

Signature

Your signature is required to authorize Nationwide to activate this Investment Advisor Election Form. The Owner(s) hereby certifies, under penalty of perjury, that such taxpayer is not subject to a backup withholding order under section 3406 (c) of the Code. In addition, the taxpayer hereby certifies under penalty of perjury that the Owner(s) social security or tax identification number shown on this form is correct.

Owner Signature: _____ Date: _____

Joint Owner Signature: _____ Date: _____

Investment Advisor Signature: _____ Date: _____

Advisor Acceptance

I, as Investment Advisor (“Advisor”) represent to Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company (collectively “Nationwide”) that I have full discretionary authority to act on behalf of the Annuity Owner(s) identified on the above “Investment Advisor Election Form”. I represent that my officers, agents, contractors, employees and I shall comply with all applicable federal and state laws in conducting activities including without limitation, federal and state securities and insurance laws and all rules, regulations and interpretations by governmental and regulatory bodies and self-regulatory organizations having jurisdiction.

I will submit to Nationwide true and accurate invoices of the Fees owed to be deducted from Owner(s) Annuity. I will send the Annuity Owner(s) notification of the amount of the Fee.

I indemnify and hold Nationwide harmless for any loss, expense, costs, liabilities, damages or claims (including any legal fees, taxes, penalties or interest) arising out of:

1. any financial transaction involving a transfer or reallocation of account value requested by Investment Advisor, agents, employees or affiliates; or
2. any financial transaction involving a redemption of account value from an Annuity by Investment Advisor, agents, employees or affiliates; or
3. any financial transaction involving a transfer, reallocation, or redemption of account value requested incorrectly by Investment Advisor, agents, employees or affiliates: or
4. any other transaction, except any transaction that results in a loss as a result of the willful misconduct of Nationwide, its employees or agents in processing such transaction requested by Advisor.

Investment Advisor Signature: _____ Date: _____

