

Nationwide Agent Contracting Packet Instruction Sheet and Check List

Dear Agent:

We look forward to working with you

Attached is the Contracting Packet required in order to sell the Nationwide New Heights Fixed Indexed Annuity.

Please read Nationwide's Business Practices and Compliance Guide which is attached separately. By signing the Independent Agent Agreement, you are acknowledging that you have read and will abide by these practices.

This PDF packet contains the following fillable forms which need to be read, completed (signatures are required) and returned to your IMO:

Independent Agent Agreement (pg 2-14) - review the agreement and then enter the Agent name on pg 2, complete the address on pg 13, and sign the agreement on pg 14. *Please do not date the agreement.*

Nationwide Financial Annexus IMO Independent Agent Information Form (pg 15 -16) - complete the form in its entirety

Nationwide Commission ACH Payment Form (pg 17) - required for all agents that will receive compensation directly from Nationwide (a voided check is required). ***For an agent compensated by an agency or IMO this form is not required.***

Completed W-9 (pg 18-21) - ***For an agent compensated by an agency or IMO or agency this form is not required.***

Release Authorization and Fair Credit Reporting Act Disclosure (pg 22) – provide authorization to review your background.

Contract Destination Form (pg 23) – complete and sign this form if you would like contracts mailed directly to you, rather than to the client.

Anti Money Laundering Training (pg 24-50) - review Nationwide's Anti-Money Laundering Training. Sign and return the acknowledgement form on pg 50.

Provide the following supporting documents:

Copy of insurance license **Copy of E&O Certificate**

We're On Your Side

Nationwide is on your side but due to the nature of our agreement with your IMO, please direct any questions regarding the Agent Contracting Packet to your IMO.

Once you have reviewed all of the materials and completed the required forms, please return the packet to your IMO for review and submission to Nationwide.

We look forward to a long and prosperous relationship.

INDEPENDENT AGENT AGREEMENT

This Independent Agent Agreement (“Agreement”) is effective this ____ day of _____, 20____, by and among Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company (hereinafter individually and collectively referred to as (“Nationwide”), and _____ (hereinafter referred to as the “Agent”).

The parties to this Agreement agree to the following terms and conditions:

Distributor Required. For purposes of this Agreement, the Distributor is the person, partnership, or organization performing pursuant to a distributor, sub-distributor or general agent selling agreement (“Distributor Agreement”) with Nationwide which recommends the Agent for appointment with Nationwide, and which may provide assistance to the Agent for sales, management, support and service related to life and annuity insurance products issued by Nationwide (“Insurance Products”). This Agreement, which is independent of the Distributor Agreement, is not effective unless the Distributor has an active Distributor Agreement in good standing with Nationwide.

Expectations for Agents. Nationwide expects the sales activities of Agent to result in the high quality placement of insurance products with customers, with excellent persistency from the Agent. Agents are expected and hereby required to market and offer the Insurance Products in a professional and ethical manner, observing high standards of commercial honor and just and equitable principles of trade, to provide customers with an assessment in good faith of the need for Insurance Products, and to provide service to contract holders and/or policy owners in a timely and professional manner.

Authority

(a) **Appointment.** Nationwide hereby:

- (1) authorizes the Agent to solicit, after being properly licensed under state law and appointed under existing Nationwide guidelines, applications for Insurance Products on behalf of Nationwide using forms, rates and guidelines provided by Nationwide;
- (2) requires the Agent to ensure all Insurance Products sold are suitable for each individual insured/owner and contract holder, and to provide information to Nationwide related to such suitability as required by Insurance Product applications, processing instructions and upon request;
- (3) requires the Agent to promptly deliver contracts and policies when the conditions governing such delivery have been met;
- (4) authorizes the Agent to collect the initial contract payment or modal premium necessary to place in force or to reinstate a policy in the form of a check payable to Nationwide, or another form of payment agreed to

by Nationwide, following all applicable state and/or federal laws and regulations; and

(5) authorize the Agent to service the contract holder or policy owner.

(b) **Company Independence**. Each life insurance company's life and annuity products are separately underwritten and are the sole obligation of the issuing insurer.

(c) **Relationship with Nationwide**. The Agent is an independent contractor and not an employee of Nationwide.

(d) **Instructions**. The Agent agrees to abide by the terms and conditions of this Agreement. In performing its obligations under this Agreement, Agent shall comply with all lawful rules, practices, instructions, regulations, procedures and guidelines, which shall include but not be limited to the "Nationwide Business Practices & Compliance Guide", attached hereto as Exhibit B, as may be established and amended by Nationwide from time to time and of which Agent has received notice (collectively, the "Instructions"). Nationwide will provide notice to Agent of Instructions and any changes thereto by the same method Nationwide communicates with its field force and not in accordance with the notice provisions set forth in this Agreement.

(e) **Limitation of Authority**. The Agent's authority shall extend no further than as stated in this Agreement. The Agent shall not:

(1) make, waive, or change any questions, statements, or answers on any application for an Agent agreement or any application for Insurance Products, the terms of any receipt given thereon, or the terms of any policy or contract itself;

(2) extend or waive any provision of any policy or contract or the time for contract payments or payment of premiums;

(3) deliver any policy unless the health of the insured(s) is substantially unchanged from the date of the application;

(4) incur any debts or liability for or against Nationwide;

(5) receive any money for Nationwide except premiums as authorized in section (a)(4) above, in the form of a check payable to Nationwide;

(6) misrepresent, or fail to disclose accurately, the terms or nature of Nationwide's contracts and policies;

(7) pay any premiums on contracts or policies other than the Agent's own,

the Agent's immediate family members, or for which the Agent is a fiduciary;

- (8) solicit business in a state where the contract/policy isn't approved for sale;
 - (9) violate any published Nationwide policy or Instructions on viatical sales and/or stranger-originated or terminally-ill owner or annuitant life policy or annuity contract sales;
 - (10) violate any applicable federal or state laws and/or regulations;
 - (11) violate any Nationwide Instructions.
- (f) **No Rebating.** The Agent shall not, whether or not permitted by law, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly.
- (g) **Sales Promotion.** No advertising or sales material referencing the Nationwide Insurance Products or Nationwide itself, may be used without Nationwide's prior written consent.
- (h) **Errors and Omissions Coverage.** The Agent shall obtain and maintain a professional errors and omissions liability policy with minimum limits as published from time to time by Nationwide. To the extent not covered by liability insurance, the Agent shall hold harmless and indemnify Nationwide, its subsidiaries and affiliates, from any and all expenses, costs, causes of action, penalties and damages resulting from or growing out of acts or omissions by the Agent that results in a loss in accordance with the Indemnification Section contained herein.
- (i) **Compliance, Training and Suitability.** The Agent shall abide by all applicable local, state and federal laws and regulations in conducting business under this Agreement. Agent also agrees to abide by all applicable local, state and federal laws and regulations, and Nationwide Instructions, related to sales practices and suitability of life and annuity insurance products, and agrees to provide to Nationwide all information related to suitability as required by Insurance Product applications, processing instructions and upon request. Agent agrees to participate in, timely complete and provide evidence of completion upon request of all training and education required by applicable local, state and federal laws and regulations and the Nationwide Instructions, particularly training related to life and annuity suitability. Nationwide shall be under no obligation to permit an Agent to offer or sell Insurance Products or to issue a particular Insurance Product unless and until Nationwide's suitability and training requirements and Instructions have been satisfied.

- (j) **Books and Records.** The Agent shall maintain, and Nationwide shall have the right to inspect and audit, all records and documents relating to the business of Nationwide conducted by the Agent, or the Agent's employees. This provision shall survive any termination of this Agreement.
- (k) **Territory.** This Agreement does not confer any exclusive right or territory upon the Agent.
- (l) **The Violent Crime Control and Law Enforcement Act.** The Agent represents and warrants to Nationwide that neither the Agent, nor any Agent's employee or the Agent's representative providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Agent agrees to defend and indemnify Nationwide with respect to any action brought against Nationwide to the extent that such action is based upon a claim that the engagement by Nationwide of the Agent or any such Agent, employee or the Agent's representative violated any state or federal proscription against such engagement, including but not limited to, The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.
- (m) **Investigations; Customer Complaints.** The Agent agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Insurance Products, Nationwide, or the Agent. The Agent shall permit appropriate federal and state insurance and other regulatory authorities to audit the Agent's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Agent is complying with all applicable laws and/or regulations. The Agent hereby agrees to and shall (a) promptly notify and report to Nationwide all customer complaints and regulatory inquiries ("Complaints") with respect to the Insurance Products, and/or Nationwide and/or the Agent related to the offer, sale or servicing of Insurance Products (b) fully cooperate with Nationwide in resolving all such Complaints, and (c) provide all records and information related to such Complaints to Nationwide upon request. This provision shall survive any termination of this Agreement.

Compensation

- (a) **Generally.** Nationwide agrees to pay compensation with respect to the Insurance Products as set forth on Exhibit A of the compensation schedules attached to this Agreement ("Compensation Schedule"), subject to any chargebacks, as further described in this Agreement and the Compensation Schedules.
- (b) **Modifications.** The Compensation Schedule may be modified or

amended by Nationwide at any time, without notice, except as to Nationwide Insurance Products issued prior to the date of the change. Any changes to commission rates shall apply to all payments applied to the Insurance Products issued as of or after the effective date of the change. Notice of changes to the Compensation Schedule may be made through US Mail, email, facsimile, internet, or any other form of electronic communication. Nationwide agrees to use its best efforts to provide advance written notice of such changes, if any.

- (c) **Payment Procedure.** Compensation shall be made payable directly to the Agent on behalf of the Distributor. For the avoidance of doubt, Nationwide shall not be responsible for such payments and shall not be liable for the fulfillment of any obligation of the Distributor to the Agent.

Nationwide will provide to the Agent, as an independent contractor, a Form 1099, but Nationwide will not be responsible to Agent for any income tax withholding.

In the event Agent is to receive compensation directly from Nationwide under this Agreement, Agent agrees to complete all information requested in the Nationwide Commission ACH Payment Form, attached hereto and incorporated by reference herein. Agent agrees to receive and accept all commission payments from Nationwide via Automated Clearing House ("ACH") to the bank account specified on such ACH Form.

- (d) **No Vesting; Trail Commissions.** Compensation is not vested. All trail commissions, if any, shall be paid by Nationwide to Agent with respect to the Insurance Products where Agent is listed as the agent of record on or before the date of termination of this Agreement. In the event Nationwide receives notification to transfer a contract or policy paying trail commissions to a new agent, all subsequent trail commissions as of the calendar quarter in which the transfer took place, will be paid to the new agent of record. In the event a contract or policy paying trail commissions is surrendered, rescinded or otherwise canceled ("Terminated"), no trail commissions will be paid for the calendar quarter in which the contract or policy is terminated. This section (d) shall not be superseded by any right of offset or other remedy Nationwide may have with respect to monies owed by Agent or by the new agent of record.
- (e) **Chargebacks.** The Agent is personally responsible for funds due to Nationwide, including but not limited to, chargebacks as described in the Compensation Schedule.
- (f) **Right of Set-Off.** With respect to any compensation owed by Nationwide to the Agent, Nationwide shall have the right to set off against and deduct from such compensation (i) any monies or indebtedness due and owing by the Agent to Nationwide, and (ii) any damages, costs or expenses incurred by Nationwide arising out of a breach of this Agreement by the Agent.

- (g) **Other Restrictions.** The following additional restrictions shall apply:

- (1) No applications will be accepted on Insurance Products which are not approved in the state where written.
 - (2) Nationwide reserves the right to reject any applications submitted under this Agreement.
 - (3) Nationwide may in its discretion settle any claim of applicants, contract holders, policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in the marketing of the contract or policy.
 - (4) In order to receive any compensation the Agent must be licensed and appointed with Nationwide in the contract or policy's state of issue at the time of contract or policy issue.
 - (5) The Agent is not eligible for any benefits provided by Nationwide.
- (h) **Distributor Compensation.** Compensation due to the Distributor shall be payable directly to the Distributor by Nationwide, or as necessary to meet all applicable legal requirements, to the licensed Distributor affiliate. Payments shall be made in accordance with the Distributor Agreement and the Compensation Schedules attached thereto; subject to compensation payable to the Agent and/or Sub-Distributor, as applicable.
- (i) **Miscellaneous.** Notwithstanding any other provisions of this Agreement, Nationwide shall not be obligated to pay any compensation which would be in violation of the applicable laws, rules or regulations of any jurisdiction.

Change or Termination

- (a) **Changes.** Nationwide may at any time and from time to time:

change or modify this Agreement, including the Compensation Schedule, as set forth in subsection (b) Modifications of the Compensation provision, by giving Agent written notice of the change or modification; modify or amend any contract or policy form; fix minimum and maximum limits on the amount for which any contract or policy form may be issued; modify or alter the conditions or terms under which any contract or policy forms may be sold; discontinue or withdraw any contract or policy from any state, without prejudice to continue such form elsewhere; and cease doing business in any state.

- (b) **Termination.** This is an at-will Agreement; this contract is not for a definite term or period of time.

- (1) **Without Cause.** Any party to this Agreement may terminate the Agreement without cause upon 30 days' written notice to the other parties.
- (2) **For Cause.** Nationwide may terminate this Agreement for cause at any time, without prior written notice, if the Agent:
 - i. fails to comply with the laws or regulations of any state or other governmental agency or body having jurisdiction over the sale of insurance or securities;
 - ii. misappropriates or commingles any money or property belonging to Nationwide or a contract holder or policy owner;
 - iii. subjects Nationwide to any actual or potential liability due to misfeasance, malfeasance, or nonfeasance;
 - iv. commits any fraud upon Nationwide or a contract holder or policy owner, or misrepresents contract or policy benefits, provisions or premiums, or misrepresents any information on a Nationwide application or required form;
 - v. has an assignment for the benefit of creditors;
 - vi. files a voluntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent;
 - vii. has a liquidator or trustee appointed over its affairs and such appointment shall not have been terminated and discharged within sixty (60) days of such appointment;
 - viii. fails to reimburse Nationwide for monies owed; or
 - ix. commits a material breach of this Agreement, Nationwide Instructions or Nationwide contract or policy provisions relating to Agent conduct.

In the event of termination of an Agent for cause, no commission, fees or other compensation accruing on or after the date of the violation or act giving rise to the termination for cause shall be paid to the Agent.

- (3) **Automatic Termination.** This Agreement automatically terminates upon:
 - i. the Agent's death or inability to perform the Agent's responsibilities under this Agreement;

- ii. failing to maintain in force specified amounts of a professional errors and omissions liability policy;
- iii. a determination by Nationwide that the Agent induced or attempted to induce Nationwide contract holders and policy owners to relinquish or replace Nationwide contracts and policies with such frequency as to indicate a pattern of inappropriate activity; or
- iv. failure to maintain all state and federal licenses, registrations, and/or appointments as required by the regulating entity or jurisdiction.

(4) **Agent Access upon Termination.** Upon termination of this Agreement, Nationwide may, at its sole discretion, terminate Agent's access to contract holders and policy owners, including any records related thereto.

(c) **Indebtedness.** Termination will not dismiss or reduce any indebtedness the Agent owes Nationwide, its subsidiaries or affiliates.

(d) **Company Property.** All Nationwide supplied material, including but not limited to, manuals, forms, supplies, sales brochures, software, or lists of contract owners and policy holders or insured persons shall be and remain the property of Nationwide and shall not be shared with, or made known to, any third party without the written consent of Nationwide. Upon termination of this Agreement for any reason, the Agent agrees:

- (1) to assemble and deliver promptly to Nationwide all such material (including copies), whether in hard copy form or otherwise; and
- (2) not to use any such material for the Agent's commercial purposes or for that of any other entity.

Indemnification

Agent agrees to indemnify and hold Nationwide, their officers, directors, employees and representatives harmless from any and all losses, claims, damages, liabilities or expenses to which Nationwide may become subject under any applicable statute, regulation, common law or otherwise, insofar as such losses, claims, damages, liabilities, or expenses relate directly to the sale of the Insurance Products and arise as a direct consequence of:

- (a) any material misrepresentation or omission, or alleged misrepresentation or omission involving the sales subject to this Agreement, provided that such misrepresentations or omissions are not directly caused by Nationwide;

- (b) any failure by Agent, whether negligent or intentional, to perform the duties and discharge the obligations contemplated in this Agreement;
- (c) any fraudulent, unauthorized or wrongful act or omission by Agent;
- (d) Agent's misuse, modification and/or unauthorized use of the Marks or any claims that the Marks or materials provided to Nationwide by Agent pursuant to this Agreement constitute an infringement of title, copyright, trademark or other intellectual property rights of a third party, or piracy, plagiarism, or unfair competition or idea misappropriation under implied or express contract or any other cause of action in any way related to the Marks or materials provided to Nationwide by Agent pursuant to this Agreement; and
- (e) any and all actions conducted on the part of Agent resulting from a finding by any regulatory agency with jurisdiction over Nationwide that a sale of a contract or policy was unsuitable.

In the event Nationwide is compelled or agrees to pay any amount in the settlement of any claim, judgment, arbitration or similar action pursuant to this Section, Agent shall reimburse Nationwide. Nationwide, in the alternative, may deduct the amount of such reimbursement obligation from any sales compensation subsequently payable to Agent.

The Agent shall not be liable, as the indemnifying party pursuant to this Section, to the extent that the losses, claims, damages, liabilities or legal expenses incurred by Nationwide arise out of Nationwide's willful misfeasance, bad faith, or gross negligence in the performance of its duties, or through the reckless disregard of its duties, under this Agreement.

The Agent will promptly notify Nationwide of the commencement of any litigation or proceedings, or the assertion of any claim or any material inquiries related to the duties set forth in the Agreement. The indemnifying party shall have control of the defense of any such action, including appeals, and of all negotiations relating thereto, including the right to effect the settlement or compromise thereof.

Nothing in this Section shall preclude Nationwide from exercising any other rights and remedies that may be available to Nationwide at law or in equity.

Anti-Money Laundering

The Agent shall comply with all applicable and effective anti-money laundering ("AML") laws, regulations, and rules including, but not limited to, the Bank Secrecy Act, its implementing regulations, and related rules promulgated by applicable regulators. The Agent shall also comply with the laws and regulations administered by the Office of Foreign Assets Control ("OFAC").

The Agent shall report to Nationwide, without any undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers and involving the sale of Insurance Products. Notice shall be made to the AML Compliance Director at the mail address provided in the Notice Section of this Agreement and will be deemed given to Nationwide when sent by e-mail with confirmation of transmission by the transmitting equipment. The Agent shall ensure that any activity reported to Nationwide remains confidential and that any report submitted to Nationwide and/or any information related to such report is not disclosed to the customer(s) involved in such report or to any third party. Providing notice to Nationwide of any suspicious activity shall not relieve the Agent of any duty it may independently have to report suspicious activities.

If any investigation should arise under this Section involving the sale or solicitation of Insurance Products under this Agreement, the Agent agrees to fully cooperate with Nationwide in the investigation. The Agent will cooperate even if the investigation commences or continues after this Agreement is terminated.

Privacy and Data Security/Confidentiality of Information

Confidential Information. For purposes of this Section, “Confidential Information” means any data or information regarding proprietary information, information identified as Confidential, Personal Information, or information that a reasonable business person would understand to be confidential.

Confidential Information does not include information that (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party or by violation of this agreement; (ii) was lawfully received by the receiving party from a third party free of any obligation of confidence of such third party; (iii) was already in the possession of the receiving party prior to the receipt thereof directly or indirectly from the disclosing party; (iv) is required to be disclosed pursuant to applicable laws, regulatory or legal process, subpoena or court order, or (v) is subsequently and independently developed by employees, consultants or agents of the receiving party without reference to or use of the Confidential Information disclosed under this Agreement.

Personal Information. For purposes of this Section, “Personal Information” means any “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., and the rules and regulations promulgated thereunder.

Personal Information shall not include information that is not personally identifiable, “de-identified information”. “De-identified Information” may be used by Nationwide and/or its service providers, either alone or in aggregate, for research, studies, and for other business purposes.

Data Security/Confidentiality of Information. Each party warrants to the other that it shall not disclose or use any Confidential Information, which it may acquire in the performance of this Agreement, for any purpose other than to fulfill its contractual obligations under this Agreement or as may be required or permitted by law. Additionally, each party shall maintain the other party's "Confidential Information" with reasonable care, which shall not be less than the degree of care it would use for its own such information.

The parties acknowledge and agree that in the course of performing under this Agreement, each may receive or have access to Personal Information of their mutual customers. The parties agree to comply with all applicable laws, rules, regulations, and ordinances related to privacy and access to or use of Personal Information.

The Agent shall promptly notify Nationwide upon discovery of any unauthorized access related to Personal Information of its mutual customers ("Security Breach") that requires notification under applicable federal or state breach-notification laws and to reasonably cooperate with Nationwide in the event thereof. The party responsible for the Security Breach shall be liable, at its own expense, for any legal obligation or associated costs which may arise under applicable law in connection with the Security Breach and shall act in accordance with such applicable laws.

This section shall survive and continue in full force and effect notwithstanding the expiration or termination of this Agreement.

General Provisions

- (a) **Non-Waiver.** Failure of Nationwide to require strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect the right of Nationwide thereafter to require such compliance.
- (b) **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or the officers of the corporation who are licensed and appointed with Nationwide.
- (c) **Prior Contracts.** This Agreement shall supersede any and all prior contract(s) between the Agent and Nationwide, however, any outstanding indebtedness shall survive.
- (d) **Service of Process.** The Agent is not an authorized agent or representative of Nationwide to accept service of legal process, and

therefore, the Agent should not accept such service. If, however, any paper is served upon the Agent, the Agent shall fax or send by certified mail the same to Nationwide General Counsel within 24 hours after its receipt.

Notice

Communications sent pursuant to provisions of this Agreement shall be in writing, shall be delivered personally or sent by U.S. mail, facsimile, or commercial courier and shall be deemed given upon mailing. However, any notice of change of address shall be deemed given only upon receipt by the party to be notified.

If to Nationwide: Nationwide Life Insurance Company
and/or Nationwide Life and Annuity Insurance Company
Attn: NF Licensing, Registrations & Commissions,
Associate Vice President
5100 Rings Road, RR1-02-F6
Dublin, OH 43017

If to Nationwide (AML or OFAC reporting only):

Nationwide Life Insurance Company and/or
Nationwide Life and Annuity Insurance Company Attn:
Office of Compliance, FCSC 1-33-401
One Nationwide Plaza
Columbus, OH 43215
Phone: 1-877-406-4747
E-mail: BDRQST@nationwide.com

If to the Agent: (Insert Agent Mailing Address)

Effective Date

This Agreement shall take effect when the following conditions are met:

- this Agreement is signed by an Assoc. Vice President of Nationwide;
- this Agreement is signed by a representative of Agent authorized to bind the Agent;

- the Agent has satisfied the licensing requirements of the state(s) where the Agent proposes to market Nationwide Insurance Products;
- The Agent has produced business on behalf of Nationwide.

Governing Law

This Agreement shall be governed by the laws of the State of Ohio. It shall be construed in accordance with Ohio law applicable to contracts made and to be performed there.

Entire Contract

This Agreement constitutes the entire agreement by and among the parties and no party shall be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing, signed by an Associate Vice President of Nationwide or in the case of the Agent a party who is authorized to bind the Agent.

Acknowledgement

By executing this Agreement, the Agent acknowledges that he/she has read the Agreement in its entirety and is in agreement with the terms and conditions outlined therein which describe the rights of the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Printed Name of Agent: _____

Signature of Agent: _____

**NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY**

By: _____

Title: Associate Vice President



NATIONWIDE FINANCIAL ANNEXUS IMO INDEPENDENT AGENT INFORMATION FORM

NATIONWIDE LIFE INSURANCE COMPANY • NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
 P.O. Box 182835, Columbus, Ohio 43218-2835 • 1-800-321-6064 • Ext. 53047 • Fax Number: 1-614-435-1348 • sr_agreements@nationwide.com

SECTION 1: DEMOGRAPHIC INFORMATION: Complete section in its entirety

Full Name: _____ Date of Birth: _____
EXACTLY AS SHOWN ON STATE LICENSE

Social Security Number: _____ States to be appointed: _____
MUST HAVE VALID STATE LICENSE

Business Address: _____
STREET ADDRESS OR P O BOX (COMMISSION MAILING ADDRESS) IF APPLICABLE

City: _____ State: _____ ZIP Code: _____

Business Telephone #: () _____ Fax #: () _____ E-mail Address: _____

Residential Address: _____
STREET ADDRESS

City: _____ State: _____ ZIP code: _____

Residential Telephone #: () _____ Fax #: () _____

SECTION 2: ADDITIONAL INFORMATION

Employment History for last 5 years (Please attach separate sheet if necessary):

<i>Employer:</i>	<i>Position:</i>	<i>Start Date:</i>	<i>End Date:</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 3: AML TRAINING

Have you completed the Nationwide Life Insurance Companies Anti-Money Laundering Training Program? Yes No
 Note: If you answer yes please provide a signed Acknowledgement form or a Certificate of Completion
Forms submitted without an acceptable proof of completion will be delayed

SECTION 4: BACKGROUND INFORMATION

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control. (Note: If you answer "Yes" to any question you must provide complete details and explanations on a separate sheet of paper and provide supporting documentation (i.e. court documents, settlement agreements))

- A. Have you ever been convicted of, pled no contest to, or are currently under indictment for any criminal felony or misdemeanor (excluding minor traffic violations) including, but not limited to, any activity involving the financial services industry? Yes No
- B. Is there any criminal indictment or proceeding pending against you? Yes No

SECTION 4: BACKGROUND INFORMATION (cont'd)

- C. Are you currently under investigation by any legal or regulatory authority?..... Yes No
- D. Have you ever had a complaint filed against you that resulted in a fine, penalty censure, cease and desist order, consent order or disciplinary action? Yes No
- E. Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company? Yes No
- F. Are you the subject of any investigation, pending complaint, arbitration, or civil or criminal charge that has not already been disclosed to any securities, banking or insurance authority on the Form U-4, U-5 or any other required document? Yes No
- G. Have you ever been suspended, disqualified, disciplined, or terminated for cause by any former employer/organization, state, federal or self-regulatory agency? Yes No
- H. Have you ever had an appointment canceled by an insurance company for reasons other than lack of production? Yes No
- I. Have you ever been discharged or requested to resign from any employment, or have you ever been barred or suspended from any employment by any legal or regulatory authority? Yes No
- J. Has any Federal or State Regulatory Agency ever: Found you to have made a false statement or omission or been dishonest, unfair or unethical? Yes No
- K. Has any Federal or State Regulatory Agency ever: Found you to have been involved in a violation of investment- OR insurance-related statutes or regulations? Yes No
- L. Has any Federal or State Regulatory Agency ever: Found you to be the cause of an investment- OR insurance-related business having its authorization to do business denied, suspended, revoked or restricted? Yes No
- M. Has any Federal or State Regulatory Agency ever: Entered an order against you in connection with an investment- OR insurance-related activity? Yes No
- N. Are you involved in any pending or current litigation, investigations, complaints, or E & O claims or has any E & O carrier denied, paid claims on, or canceled your coverage? Yes No
- O. Have you ever had any of the following:
 - sought protection from creditors..... Yes No
 - declared bankruptcy Yes No
 - a lien or judgment..... Yes No
 - a creditor charge off an account/payables as bad debt or uncollectible Yes No
 - had any other problems in your credit history Yes No

PLEASE NOTE-All calls to our Sales and Service Center may be recorded to ensure excellent service.

SECTION 5: SIGNATURE

I, _____, hereby authorize Nationwide, its affiliates and subsidiaries including its agents, to make an independent investigation of my background, references, character, past employment, education, criminal or police records, disciplinary matters including those mandated by public and private organizations, the central registration depository ("CRD"), the investment adviser registration depository ("IARD"), and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

I release Nationwide and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

I affirm that all of the information provided on the foregoing statement is true, accurate and complete to the best of my knowledge. Should any of the information change, I will promptly notify Nationwide in writing.

Agent signature

Date



Nationwide[®]
is on your side



NATIONWIDE COMMISSION ACH PAYMENT FORM

To receive your commission payments via ACH, please complete the following information:

Name on Bank Account: _____

Annuity Commissions

Bank Name: _____

ABA #: _____

Account #: _____

Account Type: Checking Savings
(Check Box)

By signing below, you attest that your bank account is set up utilizing your individual Social Security Number and not a Corporate Tax ID. You hereby acknowledge that this authorization does not constitute an assignment and that a 1099 will be issued to the individual that earned the compensation, regardless of the name on the bank account. Please be sure that the routing information provided is the routing number that your financial institution uses to receive electronic funds via ACH (Direct Deposit).

Account Owner Signature: _____
(If the owner is an organization, an authorized office of the organization must sign and list his/her title.)

Name & Title: _____

Date: _____

E-mail Address: _____

Phone #: _____

*******To assure accuracy, please include a voided check with this form. If your account does not have checks, please provide a letter from your bank on bank letterhead, signed by a bank officer, stating the bank account owner name, the ABA/Routing number used for direct deposit, and the bank account type and number*******

Complete and submit form to:
Nationwide Financial Agreement Services
5100 Rings Road RR1-2-F3 Dublin, OH 43017
Email: SR_Agreements@nationwide.com
Phone: 800-321-6064 ext. 435-3047

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
-				-					
or									
Employer identification number									
-									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown 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 by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS 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 (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**RELEASE AUTHORIZATION AND
FAIR CREDIT REPORTING ACT DISCLOSURE
[FOR CONDUCTING BUSINESS TRANSACTIONS]**

I _____ am requesting an appointment with Nationwide and acknowledge Nationwide may now, or at any time while a business relationship exists, make an independent investigation, including an investigative consumer report, of my background, references, character, past employment, education, criminal or police records, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

Please be advised that you have the right to request, in writing, within a reasonable time, that Nationwide make a complete and accurate disclosure of the nature and scope of the information requested.

In the event that information from the report is utilized in whole or in part in making an *adverse decision*, before making the adverse decision, Nationwide will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Consumer Financial Protection Bureau's web site (www.consumerfinance.gov/learnmore) or by writing to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Nationwide or any of its affiliates. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my business relationship.

For Maine and New York Applicants Only

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Date: _____ Signature of Applicant: _____

Print Name: _____



Nationwide[®]
is on your side

Nationwide Contract Destination Request

Unless directed otherwise, Nationwide's policy is to mail all annuity contracts to the client at the address provided on the application. In order to change this, please select the option below:

All contracts should be mailed to me (**agent**) at my business address, as provided on my appointment paperwork.

If you choose to have the contracts mailed directly to you, please understand your responsibilities to ensure that the contracts are delivered to the client in a timely manner. Dates are recorded when the contracts are mailed from our home office. If the contracts are not delivered in a timely manner, and the owner chooses to "Ten Day Free Look" the contracts, you could be liable for any loss that occurs in the contract.

AGENT NAME: _____

SIGNATURE: _____

**Please send completed form to:
SR_Agreements@nationwide.com
Or fax: 614-435-1348
Questions? Please email SR_Agreements@nationwide.com**



Nationwide[®]
Financial

Anti-Money Laundering

Recognizing and reporting suspicious activity

Anti-Money Laundering Learning Objectives

After taking this course, you'll be able to recognize suspicious activity by identifying "red flags," and know how to report such activity. We'll show you what steps to take to help prevent the laundering of money through Nationwide's products.

When you've completed this you should be able to:

- Identify the principal federal laws
- Explain the process of money laundering
- Recognize suspicious activity
- Know acceptable forms of payment for Nationwide products
- Know how to contact Nationwide AML Compliance



Anti-Money Laundering Legislation

There have been several pieces of legislation enacted to implement and enhance AML regulations. These regulations include:

- Bank Secrecy Act (BSA) (1970)
- Money Laundering Control Act (1986)
- USA PATRIOT Act (2001)
- Intelligence Reform and Terrorism Prevention Act (2004)



Why is This Training Important to Nationwide?

Many Nationwide companies, including our life insurance companies, broker-dealers, mutual funds, mortgage company, and bank must comply with anti-money laundering obligations.

With the world changing, it's important for us to be careful about where money is coming from. Nationwide doesn't want its products to be used to launder money or finance terrorism.



Why is This Training Important to You?

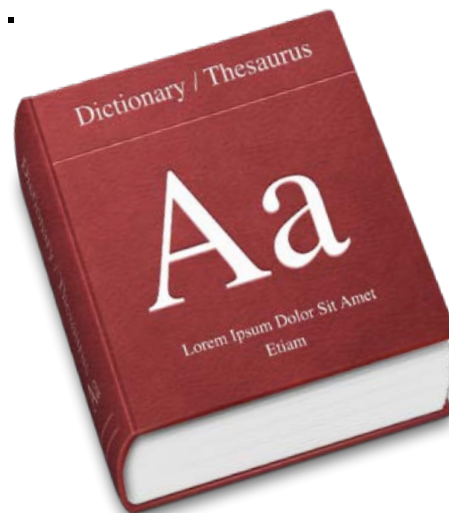


You are Nationwide's best defense against money laundering and terrorist financing, by preventing abuse of our products by persons with criminal intent. After taking this course, you'll be able to recognize suspicious activity by identifying red flags and know where to report them. This course will help you in taking the right steps to help prevent the laundering of money through Nationwide's products.

What is Money Laundering?

The definition

- Money laundering is the process by which people or organizations involved in criminal activity disguise the nature of illicit funds by making them appear legitimate. Through money laundering, illegally obtained money is transformed into funds that appear legal.



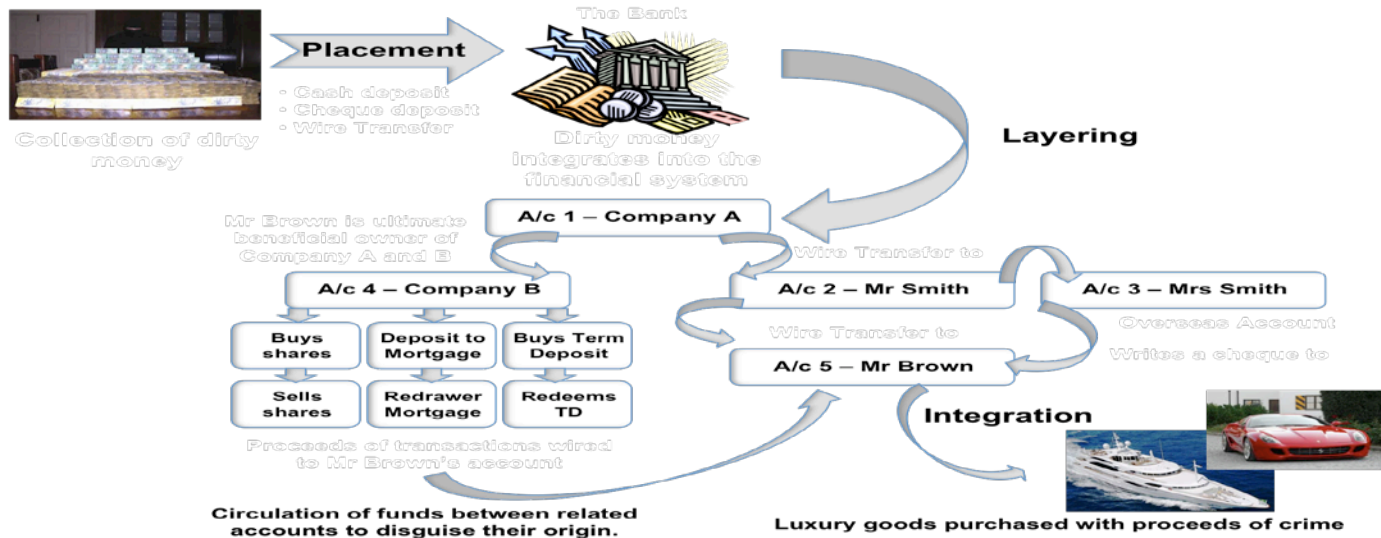
Placement

Placement is inserting “dirty money” (money obtained from unlawful activity) in the legitimate financial system. For example, a criminal can use dirty money to buy traveler’s checks or money orders to place dirty money into the financial system. Depositing money into bank accounts or life insurance products is another way to place funds. Money launderers use the insurance industry as part of the placement, structure and integration processes.



Layering

Layering is obscuring the source of dirty money that has been placed in the legitimate financial system so that law enforcement has a more difficult time identifying the money. The concept is similar to a “shell game” where the money is hidden under one of three similar shells and moved around so as to prevent the observer from identifying the location of the money.



Integration

Integration means using dirty money that has been placed and layered to fund further criminal activities, or to integrate that money into the legitimate economy. This may involve the purchase of an asset, such as a house, or paying insurance premiums.



Penalties Associated With Money Laundering

The penalties associated with money laundering can be severe. In fact, the federal penalties associated with money laundering can include:

- Fines, up to twice the amount of the transaction (capped at \$1 million, per violation)
- Property involved in the transaction may be subject to seizure and forfeiture



Penalties Associated With Money Laundering

Employees of the financial institutions can be fined individually and sentenced up to 10 years of imprisonment for knowingly or being willfully blind to the fact that transactions involved illegal funds.

Willful blindness is a deliberate effort by an employee or financial institution to avoid or ignore information that could have lead to the discovery of unlawful activity.

In addition to monetary and criminal penalties that may be imposed for money laundering, the reputational damage that may arise from accusations of involvement in money laundering can result in immeasurable damages to Nationwide.

Nationwide's AML Program

The Nationwide Life AML Program consists of the following:

- AML Officer
- Risk assessment
- Written policies and procedures
- Training associates, agents and brokers
- An independent test of the effectiveness of the AML Program

Representative Responsibilities

The Bank Secrecy Act requires you comply with our AML Program. You will receive training and should contact the Nationwide AML Compliance office if you become aware of suspicious activities that do not conform with our policies involving our products or forms of payments.



Suspicious Activity

Suspicious activity is behavior that is unusual or atypical and may be related to money laundering or terrorist financing. It may be associated with a potential customer, established customer, or producers.

Suspicious or unusual activity does not necessarily mean that the customer is a criminal. Rather, these transactions need to be reviewed further and sometimes the entire transaction may need to be escalated. Often times several facts, when viewed together, will indicate suspicious activity. More information on the escalation process will be provided later in the training.



Fraud

Another potential indicator of suspicious activity is fraud. Fraud is an act or omission intended to gain dishonest advantage for the fraudster or for other parties.

Fraud includes misappropriation of assets and forgery. Fraud can occur during the application process, in conjunction with a loan or withdrawal request as well as with a claim such as at death or disability.

While not every fraudulent act is suspicious activity, it is important to understand that when you see fraudulent activity or other types of “red flags” you should report the activity to Nationwide’s AML Compliance Office.

Acceptable Forms of Payment

Nationwide will only accept payments for our products in U.S. funds drawn on U.S. banks or financial institutions.

- Federal law requires reporting to FinCEN all deposits of cash or currency in excess of \$10,000. You should report any situation involving multiple checks for any amount, especially those in amounts less than \$10,000, which, in the aggregate, would exceed \$10,000.
- Helping a customer structure a transaction to avoid reporting requirements is illegal and strictly forbidden. You should report any violation or evasion of currency reporting requirements attempted by a customer or associate to Nationwide's AML Compliance Office .

Prohibited Forms of Payments and Transfers

Nationwide will NOT accept the following forms of payment :

- **Cash or currency of any kind**
- Checks drawn on non-U.S. banks
- Checks made payable to the Insurance Producer or their business
- Starter checks or temporary checks without the preprinted name of the Applicant/Owner; these checks are used until the customer's regular checks arrive
- Endorsed checks – a check that has been signed prior to receipt or is noted to be “For Deposit Only”

Prohibited Forms of Payments and Transfers

Nationwide will NOT accept the following forms of payment :

- Credit Card checks
- Third party checks – a check that is endorsed by one person (payee) to another person who becomes the holder and can claim money from it
- Checks from a business account to fund a personal account, with the exception of a check from an employer to fund a retirement contribution for an employee

Responding to Red Flags and Suspicious Activity

It is imperative that you immediately escalate any suspicious activity to Nationwide AML Compliance. Nationwide will investigate the matter to determine if a suspicious activity report (SAR) needs to be filed with the regulators. This must be done within 30 days of identifying the alleged activity as suspicious.



Responding to Red Flags and Suspicious Activity

YOU ARE NATIONWIDE'S BEST DEFENSE!

If you notice possible money laundering activity, immediately contact Nationwide AML Compliance by:

- Calling the Toll Free Hotline at 1-877-406-4747 or
- Sending an e-mail to BDRQST@nationwide.com

The following slides list examples of Red Flags you may see in transactions. Please note that this is not an exhaustive list.

Red Flags

Consider the following red flags:

If a customer...

- uses unusual or suspicious identification documents
- attempts to transact business using a foreign address for either account opening, or deposits/withdrawals
- is not concerned about risks, commissions, investment performance or cost for the account
- cannot explain the nature of their business or does not have knowledge of the industry



Red Flags

If a customer...

- purchases a product that appears outside the customer's normal range of financial wealth or estate planning needs
- borrows against the cash surrender value of their permanent life insurance policies, particularly when payments are made to unrelated third parties
- expresses concern over strict adherence to anti-money laundering procedures, or shows unusual interest in Nationwide's AML policies and procedures
- has a source of wealth that cannot be confirmed/seems questionable
- Is potentially the victim of elder abuse or coercion

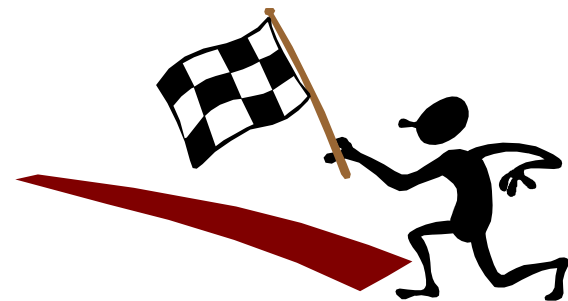
Confidentiality

No one involved in a suspicious transaction may be told that a report has been made. Both the USA PATRIOT Act and SAR rules contain a broad protection from liability for firms (and persons) who file a SAR.

An agent may not give the customer a “heads-up” that the firm is filing or has filed a SAR against them. This prohibition extends to all staff, including directors, officers, employees, and registered representatives. Even if the agent, firm or its staff is subpoenaed by the customer, they are precluded from disclosing any information pertaining to the filing.

Conclusion

The financial industry is filled with uncertainties; however, money laundering is not one of them. Combating the well-thought-out plans and efforts of money launderers, insiders willing to assist them for personal gain and terrorists working on their own agendas will remain a static concern indefinitely. It's not your job to know *why* or what motivates such criminal activity but rather, *how* you go about identifying and reporting to Nationwide.



Conclusion

Here are some AML related items to keep in mind during your day to day activities:

- Stay current on:
 - applicable laws
 - industry requirements
 - trends in money laundering
- Scrupulously follow our AML policies and procedures
- Make sure you know each customer's:
 - true identity
 - source of wealth
 - anticipated activity

Contacting Nationwide AML Compliance Office

If a customer or account activity raises a red flag, immediately notify Nationwide AML Compliance to start a review. Here is a list of contacts:

Name	Phone	E-mail
Jim Rabenstine (AML Compliance Officer)	614-677-1643	rabensj@nationwide.com
Nationwide AML Compliance e-mail		BDRQST@ nationwide.com
AML Hotline	877-406-4747	

Nationwide, Nationwide Financial and the Nationwide framemark are service marks of Nationwide Mutual Insurance Company.

Nationwide Life Companies Anti-Money Laundering Training Program Acknowledgement

Important Information: Complete this form after completing the Nationwide Life Companies Anti-Money Laundering Training Program. Please include the signed form with your IMO Advisor Data Sheet when initiating the Nationwide contracting process. Failure to provide proof of completion for the Nationwide Life Insurance Companies Anti-Money Laundering Training Program will result in a delay with the contracting process.

I agree and acknowledge the following:

- I have completed the Nationwide Life Insurance Companies Anti-Money Laundering Training Program in its entirety.
- I understand and will comply with Nationwide Life Insurance Companies Anti-Money Laundering policies and procedures as documented in the Training.
- I will follow the Nationwide process for contacting the Company if a suspicious activity occurs

Producer IMO (Please Print)

Producer Name (Please Print)

Producer Signature

Signature Date
