#### **EXHIBIT A**

#### COMPENSATION SCHEDULE(S)

#### Effective Date:

This is the Compensation Schedule for the General Agent Agreement between Nationwide and General Agent.

- 1. Nationwide shall pay General Agent compensation computed on the premiums or purchase payments paid to, received and accepted by Nationwide on contract applications procured and still serviced by General Agent in accordance with this Agreement, and at the rates set forth in this schedule and all amendments attached hereto.
- 2. Unless otherwise provided in an applicable Net Compensation Addendum, nothing herein shall be construed as giving General Agent the right to withhold or net such compensation from premium or purchase payments it shall receive.
- 3. Except as otherwise provided in this Agreement, Nationwide will prepare a compensation statement no less frequently than once a month and shall make the statement available, and send any compensation due thereunder, to General Agent within 5 business days of the end of such period.

The billing cycle for compensation associated with the Nationwide Group Retirement Series (also referred to as The Best of America Group Retirement Series) is the 1<sup>st</sup> day of the month through the 15<sup>th</sup> day and the 16<sup>th</sup> day through the last business day of the month.

4. The compensation rates which shall apply to business produced by General Agent pursuant to this Agreement are attached to this Exhibit as one or more Compensation Schedules, which may be amended from time to time as provided for in this Agreement. The Compensation Schedules also apply to all state specific versions of the contract form numbers listed on the Compensation Schedules.

Some of the Contracts listed in the Compensation Schedules may not be available for sale in all states. General Agent is responsible for ascertaining whether it has the authority, pursuant to state and federal law, to sell the Contracts in the jurisdictions in which the Contracts have been approved and in which General Agent is appointed by Nationwide.

5. No compensation shall be payable, and Nationwide reserves the right to chargeback any compensation that may have been paid in any of the following situations: (i) Nationwide, in its good faith discretion, determines not to issue the Contract applied for; (ii) Nationwide refunds the premiums or purchase payments upon the applicant's surrender or withdrawal pursuant to any "free-look" privilege; (iii) Nationwide refunds the premiums paid as a result of a complaint by the Contract holder or applicant; (iv) Nationwide determines that any person soliciting an application was required to be licensed and was not or that any other person or entity receiving compensation for soliciting application or premiums for the Contracts is not or was not duly licensed as an insurance agent and appointed; (v) if Nationwide determines at any time that the applicant did not meet applicable underwriting standards, including but not limited to, the maximum issue age; (vi) Nationwide will chargeback commissions if the death of the annuitant on any annuity product occurs within the first year after contract issuance. The chargeback schedule will be 100% in months 0 - 6 and 50% in months 7 - 12. Nationwide reserves the right to make exceptions not to administer the chargeback on extreme cases in which an exception will need to be submitted in writing<sup>1</sup>; or (vii) if Nationwide rescinds the contract pursuant to the contract's terms.

All chargebacks may be applied against current and future compensation payable to the General Agent.

 Compensations on replacements, exchanges or conversions shall be allowed in accordance with the Company rules in force at the time such replacement or conversion is effected. For all Life products refer to Exhibit A-1 (Life). For the Nationwide Group Retirement Series refer to Exhibit A-2 (Pensions).

THIS EXHIBIT ESTABLISHES THE COMPENSATION RATES FOR PREMIUMS AND PURCHASE PAYMENTS SPECIFIED HEREIN AND IN NO WAY SUPERSEDES OR REVOKES ANY OTHER TERMS IN THE AGREEMENT. ALL OTHER PROVISIONS OF THE AGREEMENT ARE UNAFFECTED BY THIS EXHIBIT.

<sup>&</sup>lt;sup>1</sup> The intent of this provision is to prevent annuity sales involving terminally ill annuitants.

#### COMPENSATION SCHEDULE FOR Nationwide Defined Protection<sup>SM</sup> Annuity

Issued by Nationwide Life Insurance Company

VACC-0113AO

Nationwide Defined Protection<sup>SM</sup> Annuity (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only)

#### Nationwide Defined Protection<sup>SM</sup> Annuity CUSIP#: 63890A 678

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 - 80	6.00%	4.50%	3.00%	1.00%	Option Not Available
81 – 85	3.00%	2.25%	1.50%	Option Not Available	0.75%
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	1.00%	0.75%

## \* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **UPFRONT OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

**INTERNAL EXCHANGES** to Nationwide Defined Protection<sup>SM</sup> Annuity CONTRACTS:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

#### COMPENSATION SCHEDULE FOR NATIONWIDE ADVISORY RETIREMENT INCOME ANNUITY<sup>SM</sup> (NARIA<sup>SM</sup>) NATIONWIDE ADVISORY RETIREMENT INCOME ANNUITY<sup>SM</sup> NY (NARIA<sup>SM</sup> NY)

Issued by Nationwide Life Insurance Company

Nationwide Advisory Retirement Income Annuity<sup>SM</sup> (NARIA<sup>SM</sup>) Nationwide Advisory Retirement Income Annuity<sup>SM</sup> NY (NARIA<sup>SM</sup> NY) (includes non-qualified, IRA, CRT, SEP IRA, SIMPLE IRA, ROTH IRA)

All other states: Contract Form #: ICC18-VACC-0110AOCV CUSIP #: 63890A652

New York: Contract Form #: VACC-0110NYCV.1 CUSIP #: 063890A660

Ages 0 – 85 Compensation Rate: 0.00%

NY ONLY: By submitting a completed application and accepting the issued contract on behalf of the customer, the intermediary/broker acknowledges that they are not acting on behalf of the insurer as a licensed "agent" by selling this product.

#### COMPENSATION SCHEDULE FOR

Nationwide Destination Freedom+<sup>SM</sup> and Nationwide Destination Freedom+<sup>SM</sup> NY

Issued by Nationwide Life Insurance Company

Nationwide Destination Freedom+<sup>SM</sup> and Nationwide Destination Freedom+<sup>SM</sup> NY ((includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, Non-ERISA 403(b), 401(k), 401(a) Investment Only)

#### VACC-0105AOCV

B Schedule:

CUSIP#: 63890A413 (Non-NY) 63890A421 (NY)

	Trail Option #1*	Trail Option #2	Trail Option #3	Trail Option #4	Trail Option #5
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 75	5.25%	3.50%	1.00%	NA	NA
76 - 80	5.25%	2.50%	NA	0.90%	NA
81 – 85	2.50%	1.00%	NA	NA	0.80%
Trail Compensation	Beginning 25 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>
	Calendar Quarter:	Calendar Quarter:	Calendar Quarter:	Calendar Quarter:	Calendar Quarter:
	0.40%	0.50%	1.00%	0.90%	0.80%

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, TRAIL OPTION #1 WILL BE THE AUTOMATIC COMPENSATION OPTION.

#### C Schedule:

CUSIP#: 63890A439 (non-NY) 63890A447 (NY)

Trail Option #1*	Trail Option #2	Quart
Compensation Rate	Compensation Rate	erly
1.25%	NA	Trail
NA	0.75%	compe
		nsatio
1.00%	0.75%	n is
	Compensation Rate 1.25% NA	Compensation Rate Compensation Rate   1.25% NA   NA 0.75%

ted at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

# **ADDITIONAL CHARGEBACK PROVISIONS** for Nationwide Destination Freedom+<sup>SM</sup> or Nationwide Destination Freedom+<sup>SM</sup> NY Contracts:

In the event that any C Schedule Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 10% of Contract premium.
- b) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- c) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

#### COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> B (2.0) and Nationwide Destination<sup>SM</sup> B NY (2.0)

Issued by Nationwide Life Insurance Company

Nationwide Destination<sup>SM</sup> B (2.0) Nationwide Destination<sup>SM</sup> B NY (2.0) (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only) ICC11-VAC-0117AOCV.1 VAC-0117NYCV.1

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 - 80	7.25%**	6.00%	5.00%	3.50%	2.00%
81 – 85	3.75%	3.10%	2.50%	Option Not Available	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

				* NOTE:
Trail Option #5			UNLESS	
	Compensation Rate	Compensation Rate	Compensation Rate	OTHERWISE
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +	ELECTED BY
0 - 80	6.25%	3.10%	0.00%	THE AGENT
81– 85	3.10%	1.55%	0.00%	OF GENERAL
Trail Compensation				AGENT,
Beginning 29th	0.00%	0.00%	1.00%	UPFRONT
Calendar Quarter:				OPTION WILL
				BE THE

AUTOMATIC COMPENSATION OPTION.

\*\***NOTE:** A General Agent submitting a personally produced policy Contract application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of an application that is personally produced by the General Agent prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of an application. The commission rate for a personally produced Contract where the annuitant's age is between 0 – 80 and where the Upfront Option is chosen is 7.00%. See the "COMPLIANCE WITH 4228" provision of this schedule..

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

**INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> B (2.0) and Nationwide Destination<sup>SM</sup> B NY (2.0) CONTRACTS:

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

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

 Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### COMPENSATION SCHEDULE FOR The BEST of AMERICA® Platinum Edge

(Issued by Nationwide Life Insurance Company)

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT AND MOVEMENT TO A GUARANTEE PERIOD		MOVEMENT
Flexible Purchase Payment Modified Guaranteed Annuity	<u>Age</u> 0 - 74	Premium Up to \$1,000,000	<u>Rate</u> 3.00%*
The BEST of AMERICA® Platinum Edge	75 - 85 0 - 85	Over \$1,000,000	2.00%* 2.00%*
	first time mone Transition Acc and anytime n	no compensation ey is transferred count to the Guar noney is transfer count from a Gua	from the antee Period red to the

Additional Chargeback Provisions for The BEST of AMERICA® Platinum Edge:

- In the event that the initial deposit is made into the Transition Account and the money has not been transferred into a Guarantee Period within 90 days from the date of issue, the full compensation paid thereon shall be charged back against General Agent. All chargebacks may be applied against current and future compensation payable. If the money is moved to a Guarantee Period after the chargeback has been assessed, compensation will be paid following the grid above.
- 2. In the event that The BEST of AMERICA® Platinum Edge Contract shall terminate and money is in the Transition Account without ever having been transferred into a Guarantee Period, the full compensation paid thereon shall be charged back against General Agent. All chargebacks may be applied against current and future compensation payable.

#### COMPENSATION SCHEDULE FOR The BEST of AMERICA® IV ANNUITY CONTRACTS

Issued by Nationwide Life Insurance Company

Contracts	Contract Number	%(compensation) Per Purchase Payment
The BEST of AMERICA® IV (Includes non-qualified, CRTs, IRA, and Roth IRA)	APO 1293-3A CUSIP#: 638660688 CUSIP#: 638660589 (IRA)	5.25%
The BEST of AMERICA® IV 403(b) and SEPs	APO 1293-3A Endorsement APO 1865-1-A <b>CUSIP#: 638660613</b>	3.70% \$0 Admin Fee 4.00% \$12 Admin Fee (% and administration fee based upon plan specifications as outlined in the 401 and 402(b) underwriting guidelings)
The BEST of AMERICA® IV Qualified (401)	APO 1293-3A Endorsements APO 1865-7 And APO 1733 CUSIP#: 6358660597	403(b) underwriting guidelines)

The following provisions apply to all Qualified 401, 403(b) and SEPs described above:

If participant level assets from rollovers or transfers equal or exceed \$25,000 during the first two Contract years, a 5.00% compensation rate will be earned on all subsequent rollovers or transfers. A 5.00% compensation rate will be paid on the rollover or transfer amount that equals or exceeds \$25,000 in premium from transfers or rollovers. Once the 5.00% compensation rate is earned, the 5.00% rate will apply to subsequent rollovers or transfers for the life of the Contract.

If the \$25,000 asset level is not attained by the last day of the second Contract year, only rollover or transfer payments of \$25,000 or greater will be eligible for the increase in compensation. For rollover payments under \$25,000 the compensation rate initially earned (see schedule above) will apply for the life of the Contract.

#### CHARGEBACK PROVISIONS FOR The BEST of AMERICA ® IV ANNUITY CONTRACTS:

- a) For Qualified, TSA and Non-Qualified Contracts : In the event that any Contract issued under this Agreement shall terminate due to the Contract Owner's election to return such Contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- b) For Qualified and TSA Contracts: In the event the General Agent sells a Contract issued by Nationwide to fund a Qualified Plan, and the Qualified Plan is determined not to pass annual IRS contribution and discrimination tests, the amounts in excess of testing limits will be refunded to the Contract Owner without a deduction for any otherwise applicable Contingent Deferred Sales Charge. The compensation amounts attributable to these amounts will be charged back to General Agent. All chargebacks may be applied against current and future compensation payments.

#### INTERNAL EXCHANGES to The BEST of AMERICA® IV Annuity:

Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: The compensation rate shall be reduced by the amount equal to the amount of the Contingent Deferred Sales on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The BEST of AMERICA® IV Annuity may be only selected for such an exchange when the CDSC Amount is equal to or less than The BEST of AMERICA® IV compensation rate.

#### **COMPENSATION SCHEDULE FOR**

#### The BEST of AMERICA® Group 403(b)

Issued by Nationwide Life Insurance Company

The BEST of AMERICA® Group 403(b)

(includes ERISA and ORP Sales)

CONTRACT NUMBER APO 2935 CUSIP#: 638660597

	Upfront Compensation for Trail Option #1	Upfront Compensation for Trail Option #2	Compensation for Trail Option #3 (No Upfront)
1st Year:	3.50%	2.00%	N/A
Renewals:	3.00%	1.50%	N/A
Quarterly Trail Commission Beginning			Quarterly Trail Commission Beginning
Year 2 - 7:	0.25%	0.40%	Year 1 – 7: 0.50%
Yeas 8 + :	0.40%	0.60%	Year 8 +: 0.70%

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, TRAIL OPTION #1 WILL BE THE AUTOMATIC OPTION.

#### TRAIL PAYMENT COMPUTATION:

#### Option #1 and #2:

Trail commissions are computed at the end of a calendar quarter beginning with the fifth quarter end. Trail commissions are computed by multiplying assets times trail percentage divided by 4.

#### Option #3:

Trail commissions are computed at the end of a calendar quarter beginning with the first quarter end. Trail commissions are computed by multiplying assets times trail percentage divided by 4.

#### **ROLLOVERS AND TRANSFERS:**

**OPTION #1:** If participant level assets from rollovers or transfers equal or exceed \$25,000 during the first two contract years, a 4.50% compensation rate will be earned on all rollovers or transfers. Once the 4.50% compensation rate is earned, the 4.50% rate will continue to apply to subsequent rollovers or transfers for the life of the Contract.

If the \$25,000 asset level is not attained by the last day of the second Contract year, only rollover or transfer payments of \$25,000 or greater will be eligible for the increase in compensation. For rollover payments under \$25,000 the compensation rate initially earned (see schedule above) will apply for the life of the Contract.

#### COMPENSATION SCHEDULE FOR Soloist®

#### Issued by Nationwide Life Insurance Company

Soloist®

APO 1293-6A

The BEST of AMERICA® Group Pension Series [previously OPUS/Arranger] IRA Rollovers Only, and Roth IRA

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT
	Annual Trail Amounts:
Soloist® SIMPLE IRA APO 1293-3A	Upfront Compensation 0.00%
AFO 1293-3A	Beginning end of first quarter 0.65%
	Quarterly trail payments begin at the end of the 1st calendar quarter by multiplying account values times the trail percentage divided by 4.

This amendment is for the purpose of servicing existing Qualified (401) contracts. This amendment prohibits the General Agent from submitting Qualified (401) applications for new contracts for this product after April 1, 2011.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT
Soloist® Qualified (401)	3.70% \$0 Admin Fee 4.00% \$12 Admin Fee
APO 1293-3A	
	(% and administration fee based upon plan
	specifications as outlined in the 401 underwriting
	guidelines)

No payment will be used by the agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws.

The following provisions apply to the Qualified 401 described above:

If participant level assets from rollovers or transfers equal or exceed \$25,000 during the first two Contract years, a 5.00% compensation rate will be earned on all rollovers or transfers. Once the 5.00% compensation rate is earned, the 5.00% rate will continue to apply to subsequent rollovers or transfers for the life of the Contract.

If the \$25,000 asset level is not attained by the last day of the second Contract year, only rollover or transfer payments of \$25,000 or greater will be eligible for the increase in compensation. For rollover payments under \$25,000 the compensation rate initially earned (see schedule above) will apply for the life of the Contract.

This amendment is for the purpose of servicing existing Soloist® Contracts. This amendment prohibits the General Agent from submitting Soloist® applications (except for SIMPLE IRA) for new contracts for this product after April 1, 2011.

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Upfront	Trail Option #4	Trail Option #2	Trail Option #3

	Option/No Trail			
	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
	5.25%	4.00%	2.65%	1.30%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

#### CONTINGENT DEFERRED SALES CHARGE WAIVER:

When Nationwide has waived a Contingent Deferred Sales Charge ("CDSC") on The BEST of AMERICA® Group Pensions Series contract from which the deposit was transferred, the following reductions and restrictions apply. If the Upfront Commission Option is elected, the commission shall be reduced in the amount equal to the amount of the CDSC waived by Nationwide ("Waived CDSC Amount"). The Trail Commission Options (#1, 2, and 3) may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the Waived CDSC Amount. Where these Trail Commission Options can be elected, the amount of the Upfront Commission shall be reduced by the Waived CDSC Amount.

#### CHARGEBACK PROVISIONS FOR Soloist® ANNUITY CONTRACTS:

- A. For Qualified and IRA Contracts: In the event that any Contract issued under this Agreement shall terminate due to the Contract Owner's election to return such Contract under its "free look" provision or pursuant to state law, the full compensation paid thereon shall be charged back against General Agent.
- B. For Qualified Contracts: In the event the General Agent sells a Contract issued by Nationwide to fund a Qualified Plan, and the Qualified Plan is determined not to pass annual IRS contribution and discrimination tests, the amounts in excess of testing limits will be refunded to the Contract Owner without a deduction for any otherwise applicable Contingent Deferred Sales Charge. The compensation amounts attributable to these amounts will be charged back to General Agent. All chargebacks may be applied against current and future compensation payments.

#### NATIONWIDE PEAK<sup>SM</sup> AND NATIONWIDE PEAK<sup>®</sup> 5 FIXED INDEXED ANNUITY

(Issued by Nationwide Life and Annuity Insurance Company)

Effective Date: June 10, 2019

Single Premium Deferred Fixed Indexed Annuity **Nationwide Peak® 5 Fixed Indexed Annuity** CUSIP# 63866L229 NWPCQ/N CUSIP# 63866L237 NWPDQ/N

			CONTRACT %	PER PURCHA	SE PAYMENT	r		
AGES		No Trail	No Trail Trail Option		Trail Option	Trail Option	Trail Option	
		Option*	#1	#2	#3	#4	#5	
0 - 75	1.1.4	4.50%	2.25%	1.75%	1.00%	Not Available	Not Available	
76 - 80	Up	3.50%	1.75%	Not Available	Not Available	1.00%	Not Available	
81 — 85	Front	2.50%	1.00%	Not Available	Not Available	Not Available	Not Available	
86 - 90		1.50%	Not Available	Not Available	Not Available	Not Available	0.75%	
			Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5th	
			Calendar	Calendar	Calendar	Calendar	Calendar	
		N/A	Quarter or	Quarter or	Quarter or	Quarter or	Quarter or	
	Trail		the 13 <sup>th</sup>	the 13 <sup>th</sup>	the 13 <sup>th</sup>	the 13 <sup>th</sup>	the 13 <sup>th</sup>	
			Calendar	Calendar	Calendar	Calendar	Calendar	
			Month:	Month:	Month:	Month:	Month:	
			0.50%	0.65%	0.80%	0.70%	0.25%	

Single Premium Deferred Fixed Indexed Annuity <b>Nationwide Peak<sup>SM</sup> Fixed Indexed Annuity</b> CUSIP# 63866L104 NWPAQ/N CUSIP# 63866L112 NWPBQ/N									
		CONTRAC	T % PER PURCHAS	SE PAYMENT					
AGES									
0 - 75		5.25%	2.50%	1.50%	0.25%				
76 - 80	Up Front	4.25%	2.00%	1.25%	0.25%				
81 — 85		3.25%	1.50%	0.75%	0.15%				
86 — 90		2.25%	0.50%	0.25%	Not Available				
	Trail	N/A	Beginning 5th Calendar Quarter or the 13 <sup>th</sup> Calendar Month:	Beginning ₅th Calendar Quarter or the 13 <sup>th</sup> Calendar Month:	Beginning 5 <sup>th</sup> Calendar Quarter or the 13 <sup>th</sup> Calendar Month:				
			0.50%	0.75%	1.00%				

### \* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, NO TRAIL OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Nationwide Peak and Peak® 5 Fixed Indexed Annuity:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid on the amount of the withdrawal shall be charged back against General Agent.
- 2) In the event that a fixed indexed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon will be charged back to the General Agent as follows:
  - a. Within the first six months from the date of issue, the full compensation paid thereon shall be charged back against General Agent.
  - b. Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

#### INTERNAL EXCHANGES

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE SECURE GROWTH<sup>SM</sup>

(Issued by Nationwide Life Insurance Company)

Effective Date: March 12, 2018

Single Premium Nationwide S	Deferred Fixed Annuity Secure Growth <sup>sm</sup>	
FACC-0113AOF CUSIP# 63890A		
COSIF # 03090F	7 Year CDSC Option:	5 Year CDSC Option:
	% per purchase payment	% per purchase payment
AGES	Upfront/No Trail Option	Upfront/No Trail Option
0 – 75	3.00%	2.50%
76 - 80	2.25%	1.85%
81 - 85	1.50%	1.25%
86 - 90	0.75%	0.60%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Fixed Annuity Products:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 2) In the event that a fixed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon will be charged back to the General Agent as follows:
  - a. Within the first six months from the date of issue, the full compensation paid thereon shall be charged back against General Agent.
  - b. Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

#### **INTERNAL EXCHANGES** to any Nationwide Secure Growth<sup>SM</sup> Contracts:

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

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

#### COMPENSATION SCHEDULE FOR THE INCOME PROMISE SELECT

(Issued by Nationwide Life Insurance Company)

Effective Date: February 1, 2019

CONTRACTS		CONTRACT % PER PURCHASE PAYMENT		
Income Promise Select Immediate Fixed Annuity	3 year Term Certain Option only (when available) Option # 3	0.50%		
ICC08-IAC-0102AO	4 year Term Certain Option only (when available)	1.00%		
CUSIP #: 63866W340	Option # 4	1.0078		
	5 year Term Certain Option only			
	Option # 21			
	6 year Term Certain Option only			
	Option # 2			
	7 year Term Certain Option only	2.00%		
	Option # 7			
	8 year Term Certain Option only			
	Option # 8			
	9 year Term Certain Option only			
	Option # 9			
	10 year Term Certain Option only			
	Option # 10			
	11 year Term Certain Option only			
	Option # 11			
	12 year Term Certain Option only			
	Option # 12			
	13 year Term Certain Option only	4.00%		
	Option # 13			
	14 year Term Certain Option only	-		
	Option # 14			
	15 year Term Certain Option only			
	Option # 15			
	16 year Term Certain Option only	-		
	Option # 16			
	17 year Term Certain Option only	-		
	Option # 17			
	18 year Term Certain Option only	4.00%		
	Option # 18			
	19 year Term Certain Option only			
	Option # 19			
	20 + year Term Certain Option only	4.00%		
	Option # 20	4.00%		
	All Life Options	4.00%		
	Option # 0	4.00%		

**NOTE:** For partial year term lengths, commission will be based upon the length of full years (for example, a 9 year 6 month Term Only payout option will have the commission associated with a 9 year term).

#### Effective December 11, 2017, these options are available for servicing existing contracts only:

CONTRACTS		CONTRACT % PER PURCHASE PAYMENT
	5 – 9 year Term Certain Option only	
	Option # 1	2.00%
	4 year Term Certain Option only	
	Option # 5	0.75%
	3 year Term Certain Option only	
	Option # 6	0.25%

Chargeback Provisions for the Income Promise Select Annuity:

- 1. In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full commission paid thereon shall be charged back against General Agent.
- 2. In the event that the Liquidity Feature is on the contract and the full liquidity amount is withdrawn in the first year from the issue date, the full commission paid on the contract shall be charged back against General Agent.

**INTERNAL EXCHANGES** from any Nationwide Life Insurance Company or Nationwide Life and Annuity Company annuity contract to the Immediate Annuity contract:

- 1) NO Internal Exchanges are permitted if the "from" Contract is less than or equal to 2 years old.
- 2) If the "from" Contract is greater than 2 years old, CDSC will be assessed, if applicable, and the standard compensation will be paid on the new contract.

#### COMPENSATION SCHEDULE FOR NATIONWIDE NEW HEIGHTS® SELECT FIXED INDEX ANNUITY SUITE (Issued by Nationwide Life and Annuity Insurance Company)

Single Premium Deferred Annuity

Nationwide New Heights® Select Fixed Index Annuity 8

For states not otherwise listed: CUSIP# 63866K569 NS8AQ/N

For Delaware CUSIP# 63866K577 NS8CQ/N

	CONTRACT % PER PURCHASE PAYMENT											
AGE		No	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail	
S		Trail	Optio	Option	Option	• • • •	• · · · •	Option	Option	Option	Option	
	' '	Option	n #1	#2	#3	#4	#5	#6	#7	#8	#9	
0-70		5.50%	1.00%	N/A	N/A	3.50%	N/A	N/A	4.50%	N/A	N/A	
71 –		5.50%	N/A	0.90%	N/A	N/A	3.15%	N/A	N/A	4.05%	N/A	
75	<u>Up</u> Front	'										
76 –		2.50%	N/A	N/A	0.50%	N/A	N/A	1.75%	N/A	N/A	2.25%	
80	<u> </u>	'										
		'	Begin	Begin 5 <sup>th</sup>		Begin	Begin	Begin	Begin	Begin	Begin	
		'	5 <sup>th</sup>	Calendar		5 <sup>th</sup>	5 <sup>th</sup>	5 <sup>th</sup>	17 <sup>th</sup>	17 <sup>th</sup>	17 <sup>th</sup>	
	Quarterl	'	Calen	Quarter:	Calend	Calend	Calend	Calend	Calend	Calend	Calend	
	y Trail	N/A	dar		ar	ar	ar	ar	ar	ar	ar	
	y rian	'	Quart	0.90%	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	
	'	'	er		: '							
	'	'									0.25%	
	<u> </u>	<u> </u>	1.00%	'	0.50%	0.50%	0.45%	0.25%	0.50%	0.45%		

#### Single Premium Deferred Annuity Nationwide New Heights® Select Fixed Index Annuity 9

For states not otherwise listed: CUSIP# 63866K585 NS9AQ/N

For Alaska, Connecticut, Idaho, Iowa, Minnesota, Missouri, Nevada, Oregon, Pennsylvania, Utah, Washington, Texas, Ohio, Oklahoma, New Jersey, South Carolina and Mississippi CUSIP# 63866K593 NS9BQ/N

For California and Delaware CUSIP# 63866K619 NS9CQ/N

			CON	TRACT	% PER PI	URCHA!	SE PAYI	MENT			
AGE S		No Trail Option	Trail Option	Trail	Trail Option #3	Trail Option #4	Trail	Trail Option #6	Trail Option #7	Trail Option #8	Trail Option #9
0-70		7.00%	1.00%	N/A	N/A	4.50%	N/A	N/A	5.50%	N/A	N/A
71 – 75	Up Front	5.50%	N/A	0.80%	N/A	N/A	3.70%	N/A	N/A	4.50%	N/A
76 – 80	Front 3	3.00%	N/A	N/A	0.40%	N/A	N/A	2.10%	N/A	N/A	2.50%
			Begin 5 <sup>th</sup>	Begin 17 <sup>th</sup>	Begin 17 <sup>th</sup>	Begin 17 <sup>th</sup>					
	Quarterl		Calend	Calend	Calenda	Calend	Calend	Calend	Calend	Calend	Calend
	y Trail	N/A	ar	ar	r /	ar	ar	ar	ar	ar	ar
			Quarter	Quarter	Quarter						
		1	1.00%	0.80%	0.40%	0.50%	0.40%	0.20%	0.50%	0.40%	0.20%

#### Single Premium Deferred Annuity Nationwide New Heights® Select Fixed Index Annuity 10

For states not otherwise listed: CUSIP# 63866K627 NHSAQ/N

For Alaska, Connecticut, Idaho, Iowa, Minnesota, Missouri, Nevada, Oregon, Pennsylvania, Utah, Washington, Texas, Ohio, Oklahoma, New Jersey, South Carolina and Mississippi CUSIP# 63866K536 NHSBQ/N

For Delaware CUSIP# 63866K544 NHSCQ/N

		CON	TRACT % I	PER PURC	HASE PAY	MENT		
AGES		No Trail Option	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4	Trail Option #5	Trail Option #6
0 – 70	Llo	7.00%	1.00%	N/A	4.50%	N/A	5.50%	N/A
71 – 75	Up Front	7.00%	1.00%	N/A	4.50%	N/A	5.50%	N/A
76 – 80	TION	4.00%	N/A	0.70%	N/A	2.75%	N/A	3.00%
	Quarter ly Trail	N/A	Beginnin g 5 <sup>th</sup> Calenda r Quarter	Beginnin g 5 <sup>th</sup> Calenda r Quarter	Beginnin g 5 <sup>th</sup> Calendar Quarter 0.50%	Beginnin g 5 <sup>th</sup> Calendar Quarter 0.28%	Beginnin g 17 <sup>th</sup> Calenda r Quarter	Beginnin g 17 <sup>th</sup> Calendar Quarter 0.28%
			1.00%	0.70%	0.0070	0.2070	0.50%	0.2070

#### Single Premium Deferred Annuity Nationwide New Heights® Select Fixed Index Annuity 12

For Contracts sold in all approved States: CUSIP#: 63866K551 NS12Q/N

	CONTRACT % PER PURCHASE PAYMENT										
AGES		No Trail	Trail	Trail	Trail	Trail	Trail	Trail			
_		Option	Option	Option	Option	Option	Option	Option			
		Option	• • • •	• • • •	• • • •		• • • •	•			
		ļ'	#1	#2	#3	#4	#5	#6			
0 – 70		8.00%	1.00%	N/A	4.50%	N/A	5.50%	N/A			
71 –	Up	6.00%	N/A	0.75%	N/A	3.20%	N/A	3.70%			
75	Front			( )							
			Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin	Begin			
	Quarter		Calenda	Calenda	Calendar	Calenda	17 <sup>th</sup>	17 <sup>th</sup>			
	Quarter	N/A	r	r	Quarter	r	Calendar	Calendar			
	ly Trail		Quarter	Quarter		Quarter	Quarter	Quarter			
					0.50%						
			1.00%	0.75%		0.38%	0.50%	0.38%			

# **NOTE**: UNLESS OTHERWISE ELECTED BY THE AGENT, **NO TRAIL OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Nationwide New Heights® Select Fixed Indexed Annuity:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid on the amount of the withdrawal shall be charged back against General Agent.
- 3) In the event that a fixed indexed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon will be charged back to the General Agent as follows:
  - a. Within the first six months from the date of issue, the full compensation paid thereon shall be charged back against General Agent.
  - b. Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

#### INTERNAL EXCHANGES

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE NEW HEIGHTS<sup>SM</sup> FIXED INDEX ANNUITY SUITE

(Issued by Nationwide Life and Annuity Insurance Company)

#### Effective January 4, 2022, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

Single Premium Deferred Annuity Nationwide New Heights<sup>™</sup> Fixed Index Annuity 10

For states not otherwise listed: CUSIP# 63866K361 FIAAQ/N

For Alaska, Connecticut, Minnesota, Missouri, Nevada, Oregon, Pennsylvania, Utah, Washington, Texas, Ohio, Oklahoma, New Jersey, South Carolina and Mississippi CUSIP# 63866K379 FIABQ/N

For Delaware

CUSIP# 63866K387

FIACQ/N (Effective April 1, 2020, this product code is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.)

		CC	<b>ONTRACT %</b>	PER PURCH	IASE PAYMEN	NT		
AGES		No Trail	Trail	Trail	Trail	Trail	Trail	Trail
		Option	Option #1	Option #2	Option #3	Option #4	Option #5	Option #6
0 - 70		6.50%	1.00%	N/A	3.50%	N/A	4.50%	N/A
71 – 75	Up Front	6.50%	1.00%	N/A	3.50%	N/A	4.50%	N/A
76 – 80	3.50%		N/A	0.70%	N/A	1.75%	N/A	2.00%
			Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 17 <sup>th</sup>	Beginning 17 <sup>th</sup>
	Quarterly Trail	N/A	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter	Calendar Quarter
			1.00%	0.70%	0.50%	0.28%	0.50%	0.28%

# Effective January 4, 2022, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

Single Premium Deferred Annuity Nationwide New Heights<sup>SM</sup> Fixed Index Annuity 9

For states not otherwise listed: CUSIP# 63866K445 FI9AQ/N

For Alaska, Connecticut, Minnesota, Missouri, Nevada, Oregon, Pennsylvania, Utah, Washington, Texas, Ohio, Oklahoma, New Jersey, South Carolina and Mississippi CUSIP# 63866K452 FI9BQ/N

For California and Delaware CUSIP# 63866K460

FI9CQ/N (Effective April 1, 2020, this product code is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.)

	CONTRACT % PER PURCHASE PAYMENT										
AGES		No Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail
		Option	Option	Option	Option	Option	Option	Option	Option	Option	Option
			#1	#2	#3	#4	#5	#6	#7	#8	#9
0 - 70		6.50%	1.00%	N/A	N/A	3.50%	N/A	N/A	4.50%	N/A	N/A
71 – 75	Up Front	5.00%	N/A	0.80%	N/A	N/A	2.70%	N/A	N/A	3.50%	N/A
76 – 80		2.50%	N/A	N/A	0.40%	N/A	N/A	1.10%	N/A	N/A	1.50%
			Begin 5 <sup>th</sup>	Begin	Begin	Begin					
	Quartarly		Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	17 <sup>th</sup>	17 <sup>th</sup>	17 <sup>th</sup>
	Quarterly Trail		Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Calendar	Calendar	Calendar
	ITali	N/A							Quarter	Quarter	Quarter
			1.00%	0.80%	0.40%	0.50%	0.40%	0.20%			
									0.50%	0.40%	0.20%

Effective January 4, 2022, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

Single Premium Deferred Annuity Nationwide New Heights<sup>sM</sup> Fixed Index Annuity 12

For Contracts sold in all approved States: CUSIP#: 63866K478 FI12Q/N

	CONTRACT % PER PURCHASE PAYMENT								
AGES		No Trail Option	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4	Trail Option #5	Trail Option #6	
0 – 70	Lin Eront	7.50%	1.00%	N/A	4.00%	N/A	5.00%	N/A	
71 – 75	Up Front	5.50%	N/A	0.75%	N/A	2.70%	N/A	3.20%	
			Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin 5 <sup>th</sup>	Begin 17 <sup>th</sup>	Begin 17 <sup>th</sup>	
	Quarterly		Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	
	Trail	N/A	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	
			1.00%	0.75%	0.50%	0.38%	0.50%	0.38%	

# Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

Single Premium Deferred Annuity Nationwide New Heights<sup>SM</sup> Fixed Index Annuity 8

For states not otherwise listed: CUSIP# 63866K429 FI8AQ/N

For Delaware CUSIP# 63866K437 FI8CQ/N

	CONTRACT % PER PURCHASE PAYMENT										
AGES		No	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail	Trail
		Trail	Option	Option	Option	Option	Option	Option	Option	Option	Option
		Option	#1	#2	#3	#4	#5	#6	#7	#8	#9
0 - 70		5.00%	1.00%	N/A	N/A	2.50%	N/A	N/A	3.50%	N/A	N/A
71 – 75	Up Front	5.00%	N/A	0.90%	N/A	N/A	2.15%	N/A	N/A	3.05%	N/A
76 – 80		2.00%	N/A	N/A	0.50%	N/A	N/A	0.75%	N/A	N/A	1.25%
			Begin 5 <sup>th</sup>	Begin	Begin	Begin					
	Quartarly		Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	17 <sup>th</sup>	17 <sup>th</sup>	17 <sup>th</sup>
	Quarterly Trail		Quarter	Quarter:	Quarter:	Quarter:	Quarter:	Quarter:	Calendar	Calendar	Calendar
	IIdli	N/A							Quarter:	Quarter:	Quarter
			1.00%	0.90%	0.50%	0.50%	0.45%	0.25%			
									0.50%	0.45%	0.25%

## **NOTE**: UNLESS OTHERWISE ELECTED BY THE AGENT, **NO TRAIL OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

**Chargeback Provisions** for Nationwide New Heights<sup>SM</sup> Fixed Indexed Annuity:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid on the amount of the withdrawal shall be charged back against General Agent.
  - 2) In the event that a fixed indexed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon will be charged back to the General Agent as follows:
    - a. Within the first six months from the date of issue, the full compensation paid thereon shall be charged back against General Agent.
    - b. Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

#### INTERNAL EXCHANGES

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

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

2. General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one

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#### COMPENSATION SCHEDULE FOR NATIONWIDE PLATINUM V® PLUS

#### (Issued by Nationwide Life and Annuity Insurance Company)

#### Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT		
Single Premium Deferred Annuity	<u>AGES</u>	RATE	
Nationwide Platinum V® Plus	0 - 75	2.50%	
ICC12-FACC-0105AOPP	76 – 80	1.65%	
CUSIP# 638656637	81 – 90	0.85%	

Chargeback Provisions for Fixed Annuity Products:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that a fixed annuity Contract shall terminate within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Platinum V® Plus Contracts:

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE PLATINUM V (NY) (Issued by Nationwide Life Insurance Company)

Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT		
Single Premium Deferred Annuity Nationwide Platinum V <b>New York ONLY</b>	<u>AGES</u> 0 - 75	<u>RATE</u> 2.50%	
FACC-0107NYPP CUSIP #: 638942326	76 - 80 81 – 85	1.65% 0.85%	

Chargeback Provisions for Fixed Annuity Products:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Platinum V Contracts:

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE TRIO SELECT+<sup>SM</sup> (Issued by Nationwide Life Insurance Company)

Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

The Nationwide Trio Select +<sup>SM</sup> product will be available for solicitation and sale only in those states that have approved the Contract # ICC12-FACC-0100AOPP.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT	
Flexible Premium Deferred Annuity Nationwide Trio Select+ <sup>SM</sup>	AGES	RATE
	0 - 80	2.50%
ICC12-FACC-0100AOPP	81 – 90	1.45%
CUSIP #: 638944546		

Chargeback Provisions for Fixed Annuity Products:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 4) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Trio Select+<sup>SM</sup> Contracts:

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE QUATRO SELECT ANNUITY

(Issued by Nationwide Life and Annuity Insurance Company)

Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

CONTRACTS	CONTRACT PURCHASE	
Modified Single Premium Deferred Annuity Nationwide Quatro Select Annuity	<u>AGES</u> 0 – 75	<u>RATE</u> 2.50%
	76 – 80	1.90%
FHL-760-A CUSIP#: 638656686	81 – 90	1.25%

Chargeback Provisions for Nationwide Quatro Select Annuity Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that Nationwide Quatro Select Annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Quatro Select Annuity Contracts:

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE QUATRO SELECT ANNUITY (NY) (Issued by Nationwide Life Insurance Company)

Effective March 16, 2020, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT		
Modified Single Premium Deferred Annuity Nationwide Quatro Select Annuity <b>NEW YORK ONLY</b>	<u>AGES</u> 0 – 75 76 – 80	<u>RATE</u> 2.50% 1.90%	
APO – 5229-32A CUSIP#: 638942292	81 – 90	1.25%	

Chargeback Provisions for Nationwide Quatro Select Annuity (NY) Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that Nationwide Quatro Select Annuity (NY) Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent. All chargebacks may be applied against current and future compensation payable.

**INTERNAL EXCHANGES** to any Nationwide Quatro Select Annuity (NY) Contracts:

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

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE SUMMIT<sup>SM</sup> FIXED INDEXED ANNUITY

(Issued by Nationwide Life and Annuity Insurance Company)

Effective Date: April 2, 2018

Effective April 2, 2018, NATIONWIDE SUMMIT<sup>SM</sup> FIXED INDEXED ANNUITY will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

#### Single Premium Deferred Fixed Indexed Annuity Nationwide Summit<sup>SM</sup> Fixed Indexed Annuity

CUSIP# 63866L120 NWSAQ/N

CUSIP# 63866L138 NWSBQ/N

	CONTRACT % PER PURCHASE PAYMENT						
AGES		No Trail Option*	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4	
0 – 75		4.00%	2.00%	N/A	N/A	N/A	
76 - 80	Up Front	3.00%	N/A	1.50%	N/A	N/A	
81 – 85		2.00%	N/A	N/A	1.00%	N/A	
86 - 90**		1.00%	N/A	N/A	N/A	0.50%	
			Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	Beginning 5 <sup>th</sup>	
	Trail	N/A	Calendar Quarter or the 13 <sup>th</sup> Calendar Month:				
			0.35%	0.25%	0.20%	0.10%	

### \* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, NO TRAIL OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

\*\* NOTE: AVAILABLE FOR SINGLE LIFE ONLY.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Nationwide Summit<sup>SM</sup> Fixed Indexed Annuity:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid on the amount of the withdrawal shall be charged back against General Agent.
  - 4) In the event that a fixed indexed annuity Contract shall experience a full surrender or a partial withdrawal, including the payment of a death benefit, compensation paid thereon will be charged back to the General Agent as follows:
    - a. Within the first six months from the date of issue, the full compensation paid thereon shall be charged back against General Agent.
    - b. Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

#### INTERNAL EXCHANGES

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

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

#### COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> L (2.0) and Nationwide Destination<sup>SM</sup> L NY (2.0)

Issued by Nationwide Life Insurance Company

Effective March 11, 2017, Nationwide Destination<sup>SM</sup> L (2.0) and Nationwide Destination<sup>SM</sup> L NY (2.0) will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> L (2.0) Nationwide Destination<sup>SM</sup> L NY (2.0) (includes non-qualified, IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only)

ICC11-VAC-0116AOCV.1 VAC-0116NYCV.1

	Trail Opt	tion #2*	Trail Option #3		Trail Option #4		
Annuitant Age	Compensation Rate		Compensa	Compensation Rate		ion Rate	
	Yr. 0 – 1	Yrs. 2 +	Yr. 0 - 1	Yrs. 2 +	Yr. 0 - 1	Yrs. 2 +	
0-80	4.00%**	2.30%	5.25%	3.00%	5.75%	3.30%	
81– 85	2.00%	0.75%	2.75%	1.50%	3.00%	1.65%	
Trail	Beginning 6th Calendar		Beginning 13th Calendar		Beginning 17th Calendar		
Compensation	Quarter:		Quarter:		Quarter:		
	1.00	0%	1.00	)%	1.00%		

Nationwide Destination<sup>SM</sup> I (2.0) CUSIP#: 63890A 132 & NY (2.0) CUSIP #: 63890A 124

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, TRAIL OPTION #2 WILL BE THE AUTOMATIC COMPENSATION OPTION.

\*\*NOTE: A General Agent submitting a personally produced policy Contract application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of an application that is personally produced by the General Agent prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. The commission rate for a personally produced Contract where the annuitant's age is between 0 - 80 and where Trail Option #2 is chosen is 3.65% See the "COMPLIANCE WITH 4228" provision of this schedule.

Quarterly Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Monthly Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

**INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> L (2.0) and Nationwide Destination<sup>SM</sup> L NY (2.0) CONTRACTS:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount

that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> EV (2.0) and Nationwide Destination<sup>SM</sup> EV NY (2.0)

Issued by Nationwide Life Insurance Company

Effective March 11, 2017, Nationwide Destination<sup>SM</sup> EV (2.0) and Nationwide Destination<sup>SM</sup> EV NY (2.0) will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> EV (2.0) Nationwide Destination<sup>SM</sup> EV NY (2.0) (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only) ICC11-VAC-0118AOCV.1 VAC-0118NYCV.1

Nationwide Destination<sup>SM</sup> EV (2.0) CUSIP#: 63890A116 & NY (2.0) CUSIP #: 63890A108

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 80	6.25%	5.00%	3.75%	2.25%
81 – 85	2.50%	1.90%	1.25%	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

**ADDITIONAL CHARGEBACK PROVISIONS** for Nationwide Destination<sup>SM</sup> EV (2.0) and Nationwide Destination<sup>SM</sup> EV NY (2.0) Contracts:

In the event that any Contract issued under this Agreement experiences a withdrawal above the penalty-free amount, compensation paid will be charged back to the General Agent:

- a) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- b) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

**INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> EV (2.0) and Nationwide Destination<sup>SM</sup> EV NY (2.0) CONTRACTS:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> All American Gold (2.0) and Nationwide Destination<sup>SM</sup> All American Gold NY (2.0)

Issued by Nationwide Life Insurance Company

Effective 5/1/14, The Nationwide Destination<sup>SM</sup> All American Gold product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> All American Gold(2.0) Nationwide Destination<sup>SM</sup> All American Gold NY (2.0) (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, Non-ERISA 403(b), 401(k), 401(a) Investment Only) ICC11-VAC-0126AOCV VAC-0126NYCV.1

Nationwide Destination<sup>SM</sup> All American Gold(2.0) CUSIP#: 63890A157 & NY (2.0) CUSIP #: 63890A140

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0-80	6.50%	5.00%	3.50%	2.00%
81 – 85	3.25%	2.50%	1.75%	Option not available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%

Trail Option #4					
	Compensation Rate	Compensation Rate	Compensation Rate		
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +		
0 - 80	5.25%	2.60%	0.00%		
81 – 85	2.60%	1.30%	0.00%		
Trail Compensation Beginning 29 <sup>th</sup> Calendar Quarter:	0.00%	0.00%	0.80%		

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

**INTERNAL EXCHANGES** to The Nationwide Destination<sup>SM</sup> All American Gold (2.0) and Nationwide Destination<sup>SM</sup> All American Gold NY (2.0) CONTRACTS:

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

Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract. 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

## AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> C

Issued by Nationwide Life Insurance Company

Effective March 11, 2017, Nationwide Destination<sup>SM</sup> C will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> C Contract

(includes non-qualified, IRA, SIMPLE IRA, SEP IRA, Roth IRA, CRTs, Non-ERISA 403(b), And 401(a) unallocated investment only) APO 6335

CUSIP # 638662262

	Optio	n #3**	Option #4**	Option #5**	Option #6
	Compensation Rate Ages 0 - 70	Compensation Rate Ages 71 - 75	Compensation Rate Ages 76 - 80	Compensation Rate Ages 81 +	Compensation Rate Ages 0 - 70
Purchase payments applied during contract months one through six:	2.00%	1.00%	1.00%	0.50%	1.25%
Purchase payments applied during contract months seven through twelve:	1.00%	0.50%	0.50%	0.50%	0.65%
Trail Compensation Beginning 13 <sup>th</sup> Calendar Month:	1.0	1.00%		0.00%	1.25%

\*\*NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **TRAIL OPTION #3, #4, or #5,** DEPENDING ON THE ANNUITANT'S AGE, WILL BE THE AUTOMATIC COMPENSATION OPTION FOR CONTRACTS ISSUED ON OR AFTER JANUARY 13, 2014.

# \*This option will only be available for contracts issued prior to January 13, 2014, and will not be used for new business.

	Optic	Option #2*	
	Compensation Rate Ages 0 - 80	Compensation Rate Ages 81 - 85	Compensation Rate Ages 0 - 80
Purchase payments applied during contract months one through six:	2.00%	0.50%	1.25%
Purchase payments applied during contract months seven through twelve:	1.00%	0.25%	0.65%
twelve:	1.00%	0.25%	

Trail Compensation Beginning 13 <sup>th</sup>		
Calendar Month:	1.00%	1.25%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

## ADDITIONAL CHARGEBACK PROVISIONS for Nationwide Destination<sup>SM</sup> C Contracts:

In the event that any Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- d) There will be NO charge back of compensation on withdrawals up to 15% of Contract premium.
- e) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- f) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

## INTERNAL EXCHANGES to Nationwide Destination<sup>SM</sup> C:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### **AMENDMENT TO** THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR

## America's marketFLEX<sup>SM</sup> Edge Annuity

Issued by Nationwide Life Insurance Company

Effective March 11, 2017, America's marketFLEX<sup>SM</sup> Edge Annuity will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

America's marketFLEX<sup>SM</sup> Edge Annuity® Contract VAC-0110AO (includes non-qualified, 403(b) 90-24 Transfer, IRA, Roth IRA, 401(a) unallocated investment only, SIMPLE IRA and SEP-IRA)

CUSIP #: 63890A405

### **B** Schedule Option:

	Upfront Option/No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #5
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 – 80	7.00%	5.75%	4.50%	3.25%	1.50%
81 – 85	3.50%	2.90%	2.25%	1.65%	Option Not Available
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

	Trail Option #4									
Annuitant Age	Compensation	Compensation	Compensation Rate							
_	Rate	Rate Years 5 -	Year 8 +							
	Years 1 – 4	7								
0 - 80	5.50%	2.75%	0.00%							
81 – 85	2.75%	1.35%	0.00%							
			Beginning 29th Calendar Quarter:							
Quarterly Trail										
Compensation	0.00%	0.00%	0.80%							

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION

## L Schedule Option:

	т	rail Option #1	*	ſ	Trail Option #2				
Annuitant Age	Compensat ion Rate Years 0 – 1	Compensat ion Rate Years 2 – 3	Compensat ion Rate Year 4 +	Compensat ion Rate Years 0 – 1	Compensat ion Rate Years 2 – 3	Compensat ion Rate Year 4 +	Compensatio n Rate		
0 – 80	5.25%	2.65%	0.00%	4.75%	2.35%	0.00%	3.25%		
81 – 85	2.65%	1.35%	0.00%	2.35%	1.15%	0.00%	Not Available		

Quarterly	Beginning 13 <sup>th</sup> Calendar Quarter:	0.00%	Beginning	Beginning	Beginning 5 <sup>th</sup>
Trail	1.00%		5 <sup>th</sup>	13 <sup>th</sup>	Calendar
Compensati			Calendar	Calendar	Quarter:
on:			Quarter:	Quarter:	1.00%
			0.25%	1.00%	

## \* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, OPTION #1 WILL BE THE AUTOMATIC COMPENSATION OPTION

## CONTRACT with "No CDSC Rider" OPTION:

	Upfront Option/with Trail Compensation Rate	Upfront Option/with Trail Compensation Rate
	Ages 0 - 80	Ages 81 - 85
Purchase payments applied during contract months one through six:	2.00%	1.00%
Purchase payments applied during contract months seven through twelve:	1.00%	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

**CHARGEBACK PROVISIONS** for America's marketFLEX<sup>SM</sup> Annuity Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) In the event that any Contract issued with the "No CDSC Rider" under this Agreement experiences a withdrawal within the first 12 months from the date of issue, compensation paid on withdrawal amounts will be charged back to the General Agent as follows:
  - a) There will be NO charge back of compensation on withdrawals up to 10% of Contract purchase payment.
  - b) Within months 0 6 from the date of issue, 100% of the compensation paid thereon shall be charged back.
  - c) Within months 7 12 from the date of issue, 50% of the compensation paid thereon shall be charged back.

**INTERNAL EXCHANGES** to America's marketFLEX<sup>SM</sup> Annuity CONTRACTS:

- 1) INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract unless otherwise specified below: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.
- 2) Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by

investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

## COMPENSATION SCHEDULE FOR THE BEST OF AMERICA® AMERICA'S marketFLEX ADVISOR ANNUITY

Issued by Nationwide Life Insurance Company

Effective March 11, 2017, THE BEST OF AMERICA® AMERICA'S marketFLEX ADVISOR ANNUITY will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® America's marketFLEX Advisor Annuity CUSIP#: 638944520

VAC-0111AO

Compensation Rate: 0.00%

#### AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR America's marketFLEX<sup>SM</sup> II Annuity

Issued by Nationwide Life Insurance Company

Effective July 14, 2014 or upon the state approval of the America's marketFLEX<sup>SM</sup> Edge Annuity, whichever is later, America's marketFLEX<sup>SM</sup> II Annuity product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

America's marketFLEX<sup>SM</sup> II Annuity® Contract (includes non-qualified, 403(b) 90-24 Transfer, IRA, Roth IRA, 401(a) unallocated investment only, SIMPLE IRA and SEP-IRA) VAC-0110AO

## B Schedule Option:

Without Extra Value Rider CUSIP#: 638656231 With Extra Value Rider: 63866X207

	Upfront Option/No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #5
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 - 80	7.00%	5.75%	4.50%	3.25%	1.50%
81 – 85	3.50%	2.90%	2.25%	1.65%	Option Not Available
Quarterly Trail Compensation					
Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

Trail Option #4			
Annuitant Age	Compensation	Compensation	Compensation Rate
	Rate	Rate Years 5 – 7	Year 8 +
	Years 1 – 4		
0 – 80	5.50%	2.75%	0.00%
81 – 85	2.75%	1.35%	0.00%
			Beginning 29 <sup>th</sup> Calendar Quarter:
Quarterly Trail			
Compensation	0.00%	0.00%	0.80%

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION

#### L Schedule Option: CUSIP#: 638656249

		Trail Option #1	*		Trail Option #2		Trail Option #3
Annuitant Age	Compensat ion Rate Years 0 – 1	Compensati on Rate Years 2 – 3	Compensati on Rate Year 4 +	Compensati on Rate Years 0 – 1	Compensati on Rate Years 2 – 3	Compensati on Rate Year 4 +	Compensation Rate
0 - 80	5.25%	2.65%	0.00%	4.75%	2.35%	0.00%	3.25%
81 – 85	2.65%	1.35%	0.00%	2.35%	1.15%	0.00%	Not Available
Quarterly Trail Compensation:	Beginning 13 <sup>th</sup> Calendar Quarter: 1.00%			0.00%	Beginning 5 <sup>th</sup> Calendar	Beginning 13 <sup>th</sup>	Beginning 5 <sup>th</sup> Calendar

					Quar 0.25	 Calendar Quarter: 1.00%			arter: )0%	
* NOTE: 1			ЦΕ				#1	\\//IL_I		ЧΕ

\* **NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **OPTION #1** WILL BE THE AUTOMATIC COMPENSATION OPTION

CONTRACT with "No CDSC Rider" OPTION:	CUSIP#: 638656256	
	Upfront Option/with Trail	Upfront Option/with Trail
	Compensation Rate	Compensation Rate
	Ages 0 - 80	Ages 81 - 85
Purchase payments applied during contract months one through six:	2.00%	1.00%
Purchase payments applied during contract months seven through twelve:	1.00%	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

#### **CHARGEBACK PROVISIONS** for America's marketFLEX<sup>SM</sup> Annuity Contracts:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) In the event that any Contract issued with the "No CDSC Rider" under this Agreement experiences a withdrawal within the first 12 months from the date of issue, compensation paid on withdrawal amounts will be charged back to the General Agent as follows:
  - a) There will be NO charge back of compensation on withdrawals up to 10% of Contract purchase payment.
  - b) Within months 0 6 from the date of issue, 100% of the compensation paid thereon shall be charged back.
  - c) Within months 7 12 from the date of issue, 50% of the compensation paid thereon shall be charged back.

#### **INTERNAL EXCHANGES** to America's marketFLEX<sup>SM</sup> Annuity CONTRACTS:

- 1) INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract unless otherwise specified below: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.
- 2) Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

#### COMPENSATION SCHEDULE FOR Nationwide Destination<sup>sM</sup> EV

Issued by Nationwide Life Insurance Company

Effective 6/11/2012 or upon the state approval of the Nationwide Destination<sup>SM</sup> EV (2.0), whichever is later, The Nationwide Destination<sup>SM</sup> EV product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination <sup>SM</sup> EV	
(includes non-qualified,IRA, SEP IRA,	
SIMPLE IRA, ROTH IRA, CRTs,	
401(k), 401(a) Investment Only)	

VAC-0118AOCV

CUSIP#: 63866W431

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 80	6.25%	5.00%	3.75%	2.25%
81 – 85	2.50%	1.90%	1.25%	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup>	0.00%	0.25%	0.50%	0.75%
Calendar Quarter:				

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

## ADDITIONAL CHARGEBACK PROVISIONS for Nationwide Destination<sup>SM</sup> EV Contracts:

In the event that any Contract issued under this Agreement experiences a withdrawal above the penalty-free amount, compensation paid will be charged back to the General Agent:

- a) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- b) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

**INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> EV CONTRACTS:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives.

General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority (FINRA).

## AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR

Nationwide Destination<sup>SM</sup> All American Gold

Issued by Nationwide Life Insurance Company

Effective 11/1/2010 this product is no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> All American Gold APO 6282 (includes non-qualified, IRA, SEP IRA, SIMPLE IRA, ROTH IRA, Non-ERISA 403(b), 401(k), 401(a) Investment Only)

B Schedule:	CUSIP#: 638942672				
	Upfront Option/ No Trail *	Trail Option #3			
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate	
0 - 80	6.50%	5.00%	3.50%	2.00%	
81 – 85	3.25%	2.50%	1.75%	Option not available	
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	

Trail Option #4					
	Compensation Rate	Compensation Rate	Compensation Rate		
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +		
0 – 80	5.25%	2.60%	0.00%		
81 – 85	2.60%	1.30%	0.00%		
Trail Compensation					
Beginning 29 <sup>th</sup>	0.00%	0.00%	0.80%		
Calendar Quarter:					

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

L Schedule:

### CUSIP#: 638942680

This amendment is for the purpose of servicing existing L Schedule contracts. This amendment prohibits the General Agent from submitting L Schedule applications for new contracts for this product after May 1, 2009.

	Trail Option #2			
	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
Annuitant Age	Years 0 – 1	Years 2 –3	Years 4 +	
0 – 80	5.00%	2.00%	0.00%	3.10%
81 – 85	2.50%	1.00%	0.00%	Option Not Available
Trail Compensation:	0.00%	0.00%	Beginning 13 <sup>th</sup> Calendar Quarter: 1.00%	Beginning 5 <sup>th</sup> Calendar Quarter: 1.00%

### C Schedule:

## CUSIP#: 638662312

This amendment is for the purpose of servicing existing C Schedule contracts. This amendment prohibits the General Agent from submitting C Schedule applications for new contracts for this product after May 1, 2009.

	Option #1	Option #1
	Compensation Rate	Compensation Rate
	Ages 0 - 80	Ages 81 - 85
Purchase payments applied during		
contract months one through six:	2.00%	1.00%
Purchase payments applied during		
contract months seven through twelve:	1.00%	0.50%
Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	1.25%	1.00%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

**ADDITIONAL CHARGEBACK PROVISIONS** for The Nationwide Destination<sup>SM</sup> All American Gold Contracts:

In the event that any C Schedule Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 10% of Contract premium.
- b) Within the first 12 months from the date of issue, the full compensation paid thereon shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

INTERNAL EXCHANGES to The Nationwide Destination<sup>SM</sup> All American Gold CONTRACTS :

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

#### COMPENSATION SCHEDULE FOR Nationwide Destination<sup>SM</sup> B

#### Issued by Nationwide Life Insurance Company

Effective 6/11/12 or upon the state approval of the Nationwide Destination<sup>SM</sup> B (2.0), whichever is later, The Nationwide Destination<sup>SM</sup> B product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> B (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only) VAC-0117AOCV

CUSIP#: 63866W282

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0-80	7.25%**	6.00%	5.00%	3.50%	2.00%
81 – 85	3.75%	3.10%	2.50%	Option Not Available	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

Trail Option #5						
Compensation Rate Compensation Rate Compensation Rate						
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +			
0 - 80	6.25%	3.10%	0.00%			
81– 85	3.10%	1.55%	0.00%			
Trail Compensation Beginning 29 <sup>th</sup>	0.00%	0.00%	1.00%			
Calendar Quarter:						

## \* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

\*\***NOTE:** A General Agent submitting a personally produced policy Contract application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of an application that is personally produced by the General Agent prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. The commission rate for a personally produced Contract where the annuitant's age is between 0 – 80 and where the Upfront Option is chosen is 7.00%. See the "COMPLIANCE WITH 4228" provision of this schedule.

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

#### **INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> B CONTRACTS:

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

Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract. 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### **COMPENSATION SCHEDULE** FOR Nationwide Destination<sup>SM</sup> L

Issued by Nationwide Life Insurance Company

Effective 6/11/12 or upon the state approval of the Nationwide Destination<sup>SM</sup> L (2.0), whichever is later, The Nationwide Destination<sup>SM</sup> L product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Nationwide Destination<sup>SM</sup> L (includes non-gualified.IRA, SEP IRA, SIMPLE IRA, ROTH IRA, CRTs, 401(k), 401(a) Investment Only)

VAC-0116AOCV

CUSIP#: 63866W167

	Trail Option #1 This option is no longer allowed for new business but can be used to service existing business.					
Annuitant Age	Co	ompensation Ra	ate			
	Yr. 0 – 1	1 `	Yrs. 2 +			
0-80	3.40%		2.10%			
81– 85	2.00%	2.00% 0.65%				
Trail	Beginning 5th Calendar Quarter:					
Compensation		1.00%				
	Trail Opt	Trail Option #2* Trail		ion #3	Trail Opt	ion #4
Annuitant Age	Compensa	ation Rate	Compensa	tion Rate	Compensation Rate	
	Yr. 0 – 1	Yrs. 2 +	Yr. 0 - 1	Yrs. 2 +	Yr. 0 - 1	Yrs. 2 +
0 - 80	4.00%**	2.30%	5.25%	3.00%	5.75%	3.30%
81– 85	2.00%	0.75%	2.75%	1.50%	3.00%	1.65%
Trail	Beginning 61	th Calendar	Beginning 13	th Calendar	Beginning 17t	h Calendar
Compensation	Quar 1.00		Quar 1.00		Quart 1.00	

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT. TRAIL OPTION #2 WILL BE THE AUTOMATIC COMPENSATION OPTION.

\*\*NOTE: A General Agent submitting a personally produced policy Contract application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of an application that is personally produced by the General Agent prior to or upon its submission to Nationwide. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. The commission rate for a personally produced Contract where the annuitant's age is between 0 - 80 and where Trail Option #2 is chosen is 3.65% See the "COMPLIANCE WITH 4228" provision of this schedule.

Quarterly Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. Monthly Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

## **INTERNAL EXCHANGES** to Nationwide Destination<sup>SM</sup> L CONTRACTS:

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

**COMPLIANCE WITH NY 4228:** The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Contract.

Nationwide Destination is a service mark of Nationwide Mutual Insurance Company.

#### COMPENSATION SCHEDULE FOR The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II

#### Issued by Nationwide Life Insurance Company

Effective 7/9/2010 or upon the state approval of the Nationwide Destination<sup>SM</sup> B, whichever is later, The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II (includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, Non-ERISA 403(b), 401(k), 401(a) Investment Only)

APO 6302

### B Schedule **WITHOUT** Extra Value Rider:

**Upfront Option/** Trail Option #1 Trail Option #2 Trail Option #3 No Trail \* Compensation Compensation Rate Annuitant Age **Compensation Rate Compensation Rate** Rate 6.25% 5.00% 3.50% 2.00% 0-80 3.10% 1.75% **Option Not Available** 81 – 85 2.50% Trail Compensation 0.75% Beginning 5<sup>th</sup> 0.00% 0.25% 0.50% Calendar Quarter:

Trail Option #4					
	Compensation Rate	Compensation Rate	Compensation Rate		
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +		
0 - 80	5.25%	2.60%	0.00%		
81 – 85	2.60%	1.30%	0.00%		
Trail Compensation Beginning 29 <sup>th</sup>	0.00%	0.00%	0.80%		
Calendar Quarter:					

#### B Schedule WITH Extra Value Rider:

#### CUSIP#: 638942524

CUSIP#: 638942714

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 80	5.50%	4.25%	2.75%	1.25%
81 – 85	2.35%	1.75%	1.00%	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%

	Trail Option #4						
	Compensation Rate	Compensation Rate					
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +				
0 - 80	4.50%	2.25%	0.00%				
81 – 85	1.85%	0.90%	0.00%				
Trail Compensation							
Beginning 29 <sup>th</sup>	0.00%	0.00%	0.80%				
Calendar Quarter:							

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

L Schedule WITHOUT Extra Value Rider:

CUSIP#: 638942730

This amendment is for the purpose of servicing existing L Schedule contracts. This amendment prohibits the General Agent from submitting L Schedule applications for new contracts for this product after May 1, 2009.

	Trail Option #1				
	Compensation Rate	Compensation Rate Compensation Rate		Compensation Rate	
Annuitant Age	Years 0 – 1	Years 2 –3	Years 4 +		
0-80	4.00%	2.00%	0.00%	2.00%	
81 – 85	2.00%	1.00%	0.00%	Option Not Available	
			Beginning 13 <sup>th</sup>	Beginning 5 <sup>th</sup> Calendar	
Trail Compensation	0.00%	0.00%	Calendar Quarter:	Quarter:	
			1.00%	1.00%	

L Schedule WITH Extra Value Rider:

## CUSIP#: 638942490

This amendment is for the purpose of servicing existing L Schedule contracts. This amendment prohibits the General Agent from submitting L Schedule applications for new contracts for this product after May 1, 2009.

	Trail Option #2			
	Compensation Rate	Compensation Rate Compensation Rate		Compensation Rate
Annuitant Age	Years 0 – 1	Years 2 – 3	Years 4 +	
0-80	3.25%	1.25%	0.00%	1.25%
81 – 85	1.65%	0.65%	0.00%	Option Not Available
			Beginning 13 <sup>th</sup>	Beginning 5 <sup>th</sup> Calendar
Trail Compensation	0.00%	0.00%	Calendar Quarter: 1.00%	Quarter: 1.00%

C Schedule **WITHOUT** Extra Value Rider:

CUSIP#: 638662247

This amendment is for the purpose of servicing existing C Schedule contracts. This amendment prohibits the General Agent from submitting C Schedule applications for new contracts for this product after May 1, 2009.

	Compensation Rate Ages 0 - 80	Compensation Rate Ages 81 - 85
Purchase payments applied during		
contract months one through six:	2.00%	0.80%
Purchase payments applied during		
contract months seven through twelve:	1.00%	0.40%
Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%	0.80%

C Schedule **WITH** Extra Value Rider:

CUSIP#: 638942516

This amendment is for the purpose of servicing existing C Schedule contracts. This amendment prohibits the General Agent from submitting C Schedule applications for new contracts for this product after May 1, 2009.

	Compensation Rate Ages 0 - 80	Compensation Rate Ages 81 - 85
Purchase payments applied during		
contract months one through six:	1.25%	0.50%
Purchase payments applied during		
contract months seven through twelve:	0.60%	0.25%
Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%	0.50%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by the General Agent.

**ADDITIONAL CHARGEBACK PROVISIONS** for The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II Contracts:

In the event that any C Schedule Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 10% of Contract premium.
- b) Within the first 12 months from the date of issue, the full compensation paid thereon shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

## **INTERNAL EXCHANGES** to The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II CONTRACTS :

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

## COMPENSATION SCHEDULE FOR The BEST of AMERICA® Achiever Annuity<sup>SM</sup>

#### Issued by Nationwide Life Insurance Company

Effective 11/1/2010 or upon the state approval of the Nationwide Destination<sup>SM</sup> EV, whichever is later, The BEST of AMERICA® Achiever Annuity<sup>SM</sup> product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® Achiever Annuity<sup>SM</sup> ((includes non-qualified,IRA, SEP IRA, SIMPLE IRA, ROTH IRA, Non-ERISA 403(b), 401(k), 401(a) Investment Only)

#### APO 6317

#### B Schedule **WITHOUT** Extra Value Rider:

CUSIP#: 638942722

	Upfront Option/ No Trail *	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 – 80	7.50%	6.25%	5.00%	3.50%	2.00%
81 – 85	3.75%	3.10%	2.50%	Option Not Available	Option Not Available
Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

Trail Option #5						
	Compensation Rate					
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +			
0 - 80	6.25%	3.10%	0.00%			
81 – 85	3.10%	1.55%	0.00%			
Trail Compensation						
Beginning 29 <sup>th</sup>	0.00%	0.00%	1.00%			
Calendar Quarter:						

\* **NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **UPFRONT OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION.

B Schedule WITH	Extra Value Rider:	CUS	IP#: 63894256	5	
	Upfront Option/ No Trail ** Not available for 4% and 5% EV Option	Trail Option #1** Not available for 5% EV Option	Trail Option #2**	Trail Option #3	Trail Option #4
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate

0 - 80	6.25%	5.00%	3.75%	2.25%	0.75%
81 – 85	2.50%	1.90%	1.25%	Option Not	Option Not
				Available	Available
Trail Compensation					
Beginning 5 <sup>th</sup>	0.00%	0.25%	0.50%	0.75%	1.00%
Calendar Quarter:					

Trail Option	Trail Option #5 – This Option is no longer available for new sales as of May 1, 2010					
	Compensation Rate	Compensation Rate				
Annuitant Age	Years 0 – 3	Years 4 - 7	Years 8 +			
0 - 80	5.00%	2.50%	0.00%			
81 – 85	2.50%	1.25%	0.00%			
Trail Compensation						
Beginning 29 <sup>th</sup>	0.00%	0.00%	1.00%			
Calendar Quarter:						

\*\* **NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **UPFRONT OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION FOR THE 3% EV OPTION, OPTION #1 FOR THE 4% EV OPTION AND OPTION #2 FOR THE 5% EV OPTION.

## L Schedule **WITHOUT** Extra Value Rider:

#### CUSIP#: 638942698

This amendment is for the purpose of servicing existing L Schedule contracts. This amendment prohibits the General Agent from submitting L Schedule applications for new contracts for this product after May 1, 2009.

	Trail Option #1*			Trail Option #2			Trail Option #3
Annuitant Age	Compensation Rate			(	Compensation F	late	Compensation Rate
	Yrs.0 - 1	Yrs. 2 – 3	Yrs. 4 +	Yrs.0 - 1	Yrs. 2 – 3	Yrs. 4 +	
0-80	5.00%	2.50%	0.00%	4.50%	2.25%	0.00%	3.00%
81 – 85	2.50%	1.25%	0.00%	2.00%	1.00%	0.00%	Option Not Available
Trail Compensation	Beginning 13 <sup>th</sup> Calendar Quarter: 1.00%			0.00%	5 <sup>th</sup> through 12 <sup>th</sup> Calendar	Beginning 13 <sup>th</sup> Calendar	Beginning 5 <sup>th</sup> Calendar Quarter: 1.00%
					Quarter: 0.25%	Quarter: 1.00%	1.00 %

### L Schedule WITH Extra Value Rider:

## CUSIP#: 638942540

This amendment is for the purpose of servicing existing L Schedule contracts. This amendment prohibits the General Agent from submitting L Schedule applications for new contracts for this product after May 1, 2009.

	Trail Option #1*				Trail Option #	<sup>2</sup> 2	Trail Option #3
Annuitant Age	Compensation Rate			0	Compensation F	Rate	Compensation Rate
	Yrs.0 – 1	Yrs. 2– 3	Yrs. 4 +	Yrs.0 – 1	Yrs. 2 – 3	Yrs. 4 +	
0-80	3.75%	1.90%	0.00%	3.25%	1.65%	0.00%	1.75%
81 – 85	1.25%	0.65%	0.00%	0.75%	0.40%	0.00%	Option Not Available
Trail Compensation	Beginning 13 <sup>th</sup> Calendar Quarter: 1.00%		0.00%	5 <sup>th</sup> through 12 <sup>th</sup> Calendar	Beginning 13 <sup>th</sup> Calendar	Beginning 5 <sup>th</sup> Calendar Quarter: 1.00%	
					Quarter: 0.25%	Quarter: 1.00%	

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, OPTION #1 WILL BE THE AUTOMATIC COMPENSATION OPTION FOR BUSINESS.

C Schedule **WITHOUT** Extra Value Rider:

#### CUSIP#: 638662338

This amendment is for the purpose of servicing existing C Schedule contracts. This amendment prohibits the General Agent from submitting C Schedule applications for new contracts for this product after May 1, 2009.

	Compensation Rate Ages 0 – 80	Compensation Rate Ages 81 – 85
Purchase payments applied during		
contract months one through six:	2.00%	1.00%
Purchase payments applied during		
contract months seven through twelve:	1.00%	0.50%
Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	1.25%	1.00%

### C Schedule WITH Extra Value Rider:

CUSIP#: 638942557

This amendment is for the purpose of servicing existing C Schedule contracts. This amendment prohibits the General Agent from submitting C Schedule applications for new contracts for this product after May 1, 2009.

	Compensation Rate Ages 0 – 80	Compensation Rate Ages 81 – 85
Purchase payments applied during contract months one through six:	1.75%	0.75%
Purchase payments applied during		
contract months seven through twelve:	0.90%	0.40%
Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%	0.75%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail Frequency is determined by the General Agent.

ADDITIONAL CHARGEBACK PROVISIONS for The BEST of AMERICA® Achiever Annuity<sup>SM</sup> Contracts:

In the event that any B Schedule Contract **ONLY** where an Extra Value rider has been elected or C Schedule Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 15% of Contract premium which is taken as part of a systematic withdrawal program.
- b) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- c) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

INTERNAL EXCHANGES to The BEST of AMERICA® Achiever Annuity<sup>SM</sup> CONTRACTS :

1. INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

## COMPENSATION SCHEDULE FOR

## The BEST of AMERICA® America's FUTURE Annuity<sup>™</sup>

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II, whichever is later, The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA®

America's FUTURE Annuity<sup>SM</sup> (includes non-qualified, CRTs, 403(b) 90-24 Transfer, IRA, Roth IRA, and 401(a) unallocated investment only)

APO 3416 or APO 3417 Endorsement APO 1344 Endorsement APO 1865-1A (403(b) Transfers Only)

All Contracts **Without** the Reduced Purchase Payment Rider, or contracts **with** the Reduced Purchase Payment Rider **after** reaching a cumulative premium of \$25,000 or more. **CUSIP#: 638660555** 

	Upfront Option/No Trail *	Trail Option #1	Trai	Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation	Con	npensation	Compensation Rate
_		Rate		Rate	
0 – 75	6.00%	5.00%		3.75%	2.50%
76 – 80	5.00%	4.25%		3.25%	2.00%
81 – 85	3.00%	2.50%		2.00%	1.25%
Quarterly Trail					
Compensation					
Beginning 5 <sup>th</sup> Calendar					
Quarter:	0.00%	0.25%		0.50%	0.75%
	Trai	il Option #4			
Annuitant Age	nuitant Age Compensation Rate Compensation Rate Compensation Rate Ye		ation Rate Year 8 +		
	Years 1 – 4	Years 5 - 7			
0 – 75	5.00%	2.50%			0.00%
76 – 80	4.00%	2.00%			0.00%
81 – 85	2.00%	1.00%			0.00%
Quarterly Trail				Beginning 2	9 <sup>th</sup> Calendar Quarter:
Compensation	0.00%	0.00%			0.80%

\* **NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **UPFRONT OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION.

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

All Contracts With the Redu	ced Purchase Payment Rider that have <b>not</b> reached a cumulative premium of
\$25,000 or more.	CUSIP#: 638661744

	Upfront Option/No Trail *	Trail Option #1	Trai	I Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation	Cor	npensation	Compensation Rate
		Rate		Rate	
0 – 75	5.00%	4.00%		2.75%	1.50%
76 – 80	4.25%	3.50%		2.50%	1.25%
81 – 85	2.50%	2.00%		1.50%	0.75%
Quarterly Trail					
Compensation					
Beginning 5 <sup>th</sup> Calendar					
Quarter:	0.00%	0.25%	0.50%		0.75%
	Tra	il Option #4			
Annuitant Age	Compensation Rate	Compensation Rate Compensation Rat		ation Rate Year 8 +	
	Years 1 – 4	Years 5 - 7			
0 – 75	3.75%	2.00%			0.00%
76 – 80	3.00%	1.50%			0.00%
81 – 85	1.25%	0.75%			0.00%
Quarterly Trail				Beginning 2	9 <sup>th</sup> Calendar Quarter:
Compensation	0.00%	0.00%			0.80%
* NOTE, UNILESS OTU	EDWICE ELECTED DV THE				

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL

BE THE AUTOMATIC COMPENSATION OPTION.

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

**INTERNAL EXCHANGES** to The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup>CONTRACTS :

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal

exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the socalled "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

## AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR

America's marketFLEX<sup>™</sup> Annuity

Issued by Nationwide Life Insurance Company

This amendment is for the purpose of servicing existing contracts only. This amendment does not permit the General Agent to submit applications for new contracts for this product.

America's marketFLEX<sup>SM</sup> Annuity® Contract (includes non-qualified, 403(b) 90-24 Transfer, IRA, Roth IRA, 401(a) unallocated investment only,

APO 5074

SIMPLE IRA and SEP-IRA)

### CONTRACT with "No CDSC Rider" OPTION:

#### CUSIP#: 638943738

	Upfront Option/with Trail Compensation Rate
Purchase payments applied during contract months one through six:	2.00% *
Purchase payments applied during contract months seven through twelve:	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

\* NOTE: On internal exchanges, 1.00% compensation is paid on the transferred amount

### CONTRACT without "No CDSC Rider" OPTION: CUSIP#: 638662700

	Upfront Option/No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 75	6.25%	5.25%	4.00%	2.75%
76 – 80	5.25%	4.50%	3.50%	2.25%
81 – 85	3.25%	2.75%	2.25%	1.50%
Quarterly Trail				
Compensation Beginning 5 <sup>th</sup>				
Calendar Quarter:	0.00%	0.25%	0.50%	0.75%
Trail Option #4				
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	
	Years 1 – 4	Years 5 - 7	Year 8 +	
0 – 75	5.00%	2.50%	0.00%	
76 – 80	4.00%	2.00%	0.00%	

81 – 85	2.00%	1.00%	0.00%
			Beginning 29 <sup>th</sup> Calendar Quarter:
Quarterly Trail			
Compensation	0.00%	0.00%	0.80%

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, CONTRACT without "No CDSC Rider" UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION

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

**CHARGEBACK PROVISIONS** for America's marketFLEX<sup>SM</sup> Annuity Contracts:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) In the event that any Contract issued with the "No CDSC Rider" under this Agreement experiences a withdrawal within the first 12 months from the date of issue, compensation paid on withdrawal amounts will be charged back to the General Agent as follows:
  - a) There will be NO charge back of compensation on withdrawals up to 10% of Contract purchase payment.
  - b) Within months 0 6 from the date of issue, 100% of the compensation paid thereon shall be charged back.
  - c) Within months 7 12 from the date of issue, 50% of the compensation paid thereon shall be charged back.

**INTERNAL EXCHANGES** to America's marketFLEX<sup>SM</sup> Annuity CONTRACTS:

- 1) INTERNAL EXCHANGES from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract unless otherwise specified below: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.
- 2) Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

#### COMPENSATION SCHEDULE FOR

## The BEST of AMERICA® America's Vision<sup>SM</sup> Annuity Individual Contract

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II and The BEST of AMERICA® Achiever Annuity<sup>SM</sup> whichever is later, The BEST of AMERICA® America's Vision Annuity<sup>SM</sup> Individual product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA®

America's Vision Annuity<sup>SM</sup> Individual Contract (includes non-qualified, CRTs, 403(b) 90-24 Transfer, IRA, Roth IRA, and 401(a) unallocated investment only)

APO 1293-36 Endorsement APO 1344 Endorsement APO 1865-1A (403(b) Transfers Only) **CUSIP#: 638660555** 

	Upfront Option/No Trail	Trail Option #1	Trail Option #2	
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	
0 - 75	6.25%	5.00%	3.50%	
76 - 80	5.25%	4.00%	3.00%	
81 - 85	3.00%	2.50%	1.75%	
Quarterly Trail				
Compensation				
Beginning 5 <sup>th</sup>				
Calendar Quarter:	0.00%	0.25%	0.50%	

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT COMPENSATION ONLY OPTION WILL BE THE AUTOMATIC OPTION.

Trail compensation is computed at the end of a calendar quarter beginning with the 5<sup>th</sup> quarter end. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

**INTERNAL EXCHANGES from The BEST of AMERICA® Group Pensions Series Contract:** If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge waived by Nationwide on The BEST of AMERICA® Group Pensions Series contract ("Waived CDSC Amount"). The Trail Compensation Options (#1, 2, and 3) may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the Waived CDSC Amount. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the Waived CDSC Amount.

#### COMPENSATION SCHEDULE FOR

## The BEST of AMERICA® America's Vision<sup>SM</sup> Annuity Group Contract

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II and The BEST of AMERICA® Achiever Annuity<sup>SM</sup> whichever is later, The BEST of AMERICA® America's Vision Annuity<sup>SM</sup> Individual product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA®

America's Vision Annuity<sup>SM</sup>Group Contract (includes non-qualified, CRTs, 403(b) 90-24 Transfer, IRA, Roth IRA, and 401(a) unallocated investment only) APO 2580 Endorsement APO 1865-1A (403(b) Transfers Only) **CUSIP#: 638660134** 

The following options will apply in all states **EXCEPT** Kansas, Maryland, New York, and Utah.

	Upfront Option/No Trail	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4
Annuitant Age	Compensation	Compensation	Compensation	Compensation	Compensation
	Rate	Rate	Rate	Rate	Rate
0 - 75	6.25%	5.00%	3.75%	2.50%	1.25%
76 - 80	5.25%	4.00%	3.00%	2.00%	1.00%
81 - 85	3.00%	2.50%	1.75%	1.25%	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	0.50%	0.75%	1.00%

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT COMPENSATION ONLY OPTION WILL BE THE AUTOMATIC OPTION.

Trail compensation is computed at the end of a calendar quarter beginning with the 5th quarter end. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

**INTERNAL EXCHANGES from The BEST of AMERICA® Group Pensions Series**<sup>M</sup>**Contract:** If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge waived by Nationwide on The BEST of AMERICA® Group Pensions Series contract ("Waived CDSC Amount"). The Trail Compensation Options (#1, 2, and 3) may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the Waived CDSC Amount. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the Waived CDSC Amount.

## COMPENSATION SCHEDULE FOR The BEST of AMERICA® America's Exclusive Annuity ®

Issued by Nationwide Life and Annuity Insurance Company

## This amendment does not permit the General Agent to submit applications for new contracts for this product. This is for the purpose of servicing contracts ONLY.

The BEST of AMERICA®

America's Exclusive Annuity® Contract (includes non-qualified, CRTs, 403(b) 90-24 Transfer, IRA, Roth IRA, 401(a) unallocated investment only, and SEP-IRA)

FHL 463

CUSIP#: 638660712

	Upfront Option/with Trail Compensation Rate
Purchase payments applied during contract months one through six:	1.00%
Purchase payments applied during contract months seven through twelve:	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

## AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR The BEST of AMERICA® America's EXCLUSIVE Annuity ® II

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II, whichever is later, The BEST of AMERICA® America's EXCLUSIVE Annuity® II product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA®

America's EXCLUSIVE Annuity® II Contract (includes non-qualified, CRTs, 403(b) 90-24 Transfer, IRA, Roth IRA, 401(a) unallocated investment only, and SEP-IRA)

APO 3275B

CUSIP#: 638661397

	Upfront Option/with Trail Compensation Rate
Purchase payments applied during contract months one through six:	1.00%
Purchase payments applied during contract months seven through twelve:	0.50%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

ADDITIONAL CHARGEBACK PROVISIONS for The BEST of AMERICA® America's EXCLUSIVE Annuity® II Contracts:

In the event that any Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 10% of Contract premium.
- b) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- c) Within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

INTERNAL EXCHANGES to The BEST of AMERICA® America's EXCLUSIVE Annuity® II:

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

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

- 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.
- 3. General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

## COMPENSATION SCHEDULE FOR The BEST of AMERICA® ElitePro LTD

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II and The BEST of AMERICA® Achiever Annuity<sup>SM</sup>, whichever is later, The BEST of AMERICA® ElitePRO LTD product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® ElitePro LTD (includes non-qualified, IRA, SEP IRA, Simple IRA, Roth IRA, 401(a) Investment Only, 403(b) Non-ERISA, 403(b) ORP, and CRTs)

APO – 5108

CUSIP#: 638662874

	Trail Option #1	Trail Option #2	Trail Option #3	Trail Option #4	
Annuitant Age	Compensation	Compensation	Compensation	Compensation	
	Rate	Rate	Rate	Rate	
0 - 80	5.00%	4.50%	4.00%	3.00%	
81 – 85	2.50%	2.25%	2.00%	1.50%	
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter, ending 12 <sup>th</sup> Calendar Quarter: Quarterly Trail Compensation Beginning 13 <sup>th</sup> Calendar	0.00%	0.25%	0.50%	1.00%	
Quarter:	1.00%	1.00%	1.00%	1.00%	

## **NOTE**: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, TRAIL OPTION #1 WILL BE THE AUTOMATIC COMPENSATION OPTION.

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

INTERNAL EXCHANGES to The BEST of AMERICA® ElitePro LTD CONTRACTS :

1. **INTERNAL EXCHANGES** from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

- 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.
- 3. General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

## COMPENSATION SCHEDULE FOR The BEST of AMERICA® ElitePro CLASSIC

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II and The BEST of AMERICA® Achiever Annuity<sup>SM</sup>, whichever is later, The BEST of AMERICA® ElitePRO Classic product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® ElitePro CLASSIC (includes non-qualified, IRA, SEP IRA, Simple IRA, Roth IRA, 401(a) Investment Only, 403(b) Non-ERISA, 403(b) ORP, and CRTs)

APO - 5015

CUSIP#: 638662866

	Option #1*	Option #2	Option #3	Option #4		Option #5	
Annuitant Age	Compen-	Compen-	Compen-	Compen-	Compen-	Compen-	Compen-
	sation Rate	sation Rate	sation Rate	sation Rate	sation	sation	sation
					Rate	Rate	Rate
					Years	Years	Years
					1 – 4	5 - 7	8 +
0 – 80	7.50%	5.25%	4.00%	2.00%	6.00%	3.00%	0.00%
81 – 85	3.75%	2.75%	2.00%	1.00%	3.25%	1.65%	0.00%
Quarterly Trail							
Compensation							
Beginning 5 <sup>th</sup>							
Calendar						0.00%	0.00%
Quarter:	0.00%	0.50%	0.75%	1.00%	0.00%		
Quarterly Trail							
Compensation							
Beginning 29 <sup>th</sup>							
Calendar						1.00%	1.00%
Quarter:	0.00%	0.00%	0.00%	0.00%	1.00%		

**\*NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **OPTION #1** WILL BE THE AUTOMATIC COMPENSATION OPTION.

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

## INTERNAL EXCHANGES to The BEST of AMERICA® ElitePro CLASSIC CONTRACTS:

1. **INTERNAL EXCHANGES** from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

- 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.
- 3. General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

#### AMENDMENT TO THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE FOR The BEST of AMERICA® All American Annuity<sup>SM</sup>

Issued by Nationwide Life Insurance Company

Effective 6/30/2003 or 60 days after state approval of The BEST of AMERICA® America's FUTURE Annuity<sup>SM</sup> II and The BEST of AMERICA® Achiever Annuity<sup>SM</sup>, whichever is later, The BEST of AMERICA® All American Annuity<sup>SM</sup> product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® All American Annuity<sup>SM</sup> (includes non-qualified, CRTs, 403(b) 90-24 Transfer, Roth IRA, and 401(a) unallocated investment only)

APO 3416 or APO 3417 Endorsement APO 1344 Endorsement APO 1865-1A (403(b) Transfers Only)

Effective February 14, 2002, this product replaces The Fidelity Generations Annuity. For contracts issued prior to February 14, 2002, the following compensation applies.

	Upfront Option/No Trail	Trail O	ption #1	Trail Option #	#2 Trail Option #3	
Annuitant Age	Compensation	Compen	sation	Compensation	n Compensation	
	Rate	Rate		Rate	Rate	
0 - 75	6.50%	5.5	50%	4.25%	3.00%	
76 - 80	5.50%	4.5	50%	3.50%	2.50%	
81 - 85	3.25%	2.7	75%	2.25%	1.50%	
Quarterly Trail Commission Beginning 5 <sup>th</sup> Calendar Quarter	0.00%	0.00% 0.25%		0.50%	0.75%	
		Trail Opt				
Annuitant Age	Compensation			nsation Rate	Compensation Rate	
	Years 1 –	- 4		ars 5 - 7	Year 8 +	
0 – 75	5.50%			3.00%	0.00%	
76 – 80	4.75%		2	2.50%	0.00%	
81 – 85	2.75%		1	.50%	0.00%	
Quarterly Trail					Beginning 29 <sup>th</sup> Calendar Quarter:	
Compensation	0.00%		C	0.00%	0.80%	

All Contracts **Without** the Reduced Purchase Payment Rider, or contracts **with** the Reduced Purchase Payment Rider after reaching a cumulative premium of \$25,000 or more. **CUSIP#: 638661181**  Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

# All Contracts **With** the Reduced Purchase Payment Rider that have **not** reached a cumulative premium of \$25,000 or more. **CUSIP#: 638661553**

1 /					
	Upfront Option/No Trail	Trail Option #1	Trail	Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compe Rate	nsation	Compensation Rate
0 - 75	5.50%	4.50%	3	3.25%	2.00%
76 - 80	4.75%	3.75%	2	2.75%	1.75%
81 - 85	2.75%	2.25%	1	1.75%	1.00%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.25%	(	0.50%	0.75%
		Trail Option #4			
Annuitant Age	Compensation Rat Years 1 – 4	e Compensatior Years 5 -		Compens	ation Rate Year 8 +
0 – 75	4.25%	2.50%			0.00%
76 – 80	3.50%	2.00%			0.00%
81 – 85	2.25%	1.00%			0.00%
Quarterly Trail				Beginning 2	29 <sup>th</sup> Calendar Quarter

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

## For All contracts issued on or after February 14, 2002, the following compensation applies:

0.00%

All Contracts **Without** the Reduced Purchase Payment Rider, or contracts **with** the Reduced Purchase Payment Rider **after** reaching a cumulative premium of \$25,000 or more. **CUSIP#: 638661181** 

0.00%

0.80%

	Upfront Option/ No Trail *	Trail Option #1	Tra	il Option	#2	Tra	il Option	ı #3	Tra	ail Option	#4
Annuitant	Compen-	Compen-	Comp.	Comp.	Comp.	Comp.	Comp.	Comp.	Comp.	Comp.	Comp.
Age	sation	sation	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
	Rate	Rate	Yr.1	Yr.2	Yr.3+	Yr.1	Yr.2	Yr.3+	Yrs.1-4	Yrs. 5-7	Yr.8+
0 - 75	6.50%	5.20%	3.75%	1.85%	0.00%	2.40%	1.20%	0.00%	4.85%	2.40%	0.00%
76 - 80	5.50%	4.40%	3.15%	1.60%	0.00%	2.05%	1.00%	0.00%	4.10%	2.05%	0.00%
81 - 85	3.30%	2.60%	1.85%	0.95%	0.00%	1.20%	0.60%	0.00%	2.40%	1.20%	0.00%
Quarterly	Beginning	Beginning	Beginn	ing 9 <sup>th</sup> Ca	alendar	Beginn	ing 9 <sup>th</sup> Ca	alendar	Beginn	ing 29 <sup>th</sup> Ca	llendar

Compensation

Trail	5 <sup>th</sup>	5 <sup>th</sup>	Quarter: 0.50%	Quarter: 0.75%	Quarter: 0.80%
Commis-	Calendar	Calendar			
sion	Quarter:	Quarter:			
	0.00%	0.25%			

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

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

# All Contracts **With** the Reduced Purchase Payment Rider that have **not** reached a cumulative premium of \$25,000 or more. **CUSIP#: 638661553**

	Upfront Option/ No Trail *	Trail Option #1	Tra	il Option	1#2	Tra	il Optior	ı #3	Tra	ail Option a	<b>#4</b>
Annuitant Age	Compen- sation Rate	Compen- sation Rate	Comp. Rate Yr.1	Comp. Rate Yr.2	Comp. Rate Yr.3+	Comp. Rate Yr.1	Comp. Rate Yr.2	Comp. Rate Yr.3+	Comp. Rate Yrs.1-4	Comp. Rate Yrs.5-7	Comp. Rate Yr.8+
0 – 75	5.50%	4.20%	2.75%	1.40%	0.00%	1.40%	0.70%	0.00%	3.85%	1.95%	0.00%
76 – 80	4.65%	3.60%	2.35%	1.20%	0.00%	1.20%	0.60%	0.00%	3.25%	1.65%	0.00%
81 – 85	2.75%	2.10%	1.40%	0.70%	0.00%	0.70%	0.35%	0.00%	1.95%	1.00%	0.00%
Quarterly Trail Commis- sion	Beginning 5 <sup>th</sup> Calendar Quarter: 0.00%	Beginning 5 <sup>th</sup> Calendar Quarter: 0.25%	-	ing 9 <sup>th</sup> Ca arter: 0.5		•	ing 9 <sup>th</sup> Ca arter: 0.7		0	ing 29 <sup>th</sup> Ca arter: 0.80	

\* **NOTE:** UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, **UPFRONT OPTION** WILL BE THE AUTOMATIC COMPENSATION OPTION .

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

INTERNAL EXCHANGES to The BEST of AMERICA® All American Annuity<sup>SM</sup> CONTRACTS :

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

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

- 2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.
- 3. General Agent understands and acknowledges that Nationwide does not endorse, recommend, or promote annuity exchanges, including in particular internal exchanges involving the exchange of one Nationwide annuity product for another. The appropriateness of such transactions is entirely a matter to be decided by investor/clients/prospective contract owners in consultation with General Agent's registered representatives. General Agent also understands and acknowledges that, in accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable annuity products, will track and monitor internal exchange data to (1)

ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940 and (2) provide a record that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

All chargebacks may be applied against current and future compensation payable to the General Agent.

#### COMPENSATION SCHEDULE FOR THE BEST OF AMERICA®AMERICA'S INCOME ANNUITY <sup>SM</sup> Issued by Nationwide Life Insurance Company

This amendment is for the purpose of servicing existing contracts only. This amendment does not permit the General Agent to submit applications for new contracts for this product.

The BEST of AMERICA® America's INCOME Annuity <sup>SM</sup> (includes non-qualified, IRA, and 403(b) transfers)

APO – 4364 CUSIP#: 638661249

#### **Upfront Option:**

	Annuitant's Age Is I Old On Incon		Annuitant's Age Is 71 Years Old Or Older On Income Start Date		
Payment Option	Upfront Comm. Rate	Trail Rate**	Upfront Comm. Rate	Trail Rate**	
Life Options*	6.00%	N/A	4.00%	N/A	
20 - 30 Year Term Certain	5.00%	N/A	3.50%	N/A	
15 – 19 Year Term Certain	4.00%	N/A	2.75%	N/A	
10 – 14 Year Term Certain	3.00%	N/A	2.00%	N/A	
5 – 9 Year Term Certain	2.00%	N/A	1.50%	N/A	

#### Trail Option #1:

	Annuitant's Age Is L Old On Incon		Annuitant's Age Is 71 Years Old Or Older On Income Start Date		
Payment Option	Upfront Comm. Rate	Trail Rate**	Upfront Comm. Rate	Trail Rate**	
Life Options*	4.00%	0.40%	2.75%	0.40%	
20 – 30 Year Term Certain	3.75%	0.30%	2.50%	0.30%	
15 – 19 Year Term Certain	3.00%	0.25%	2.00%	0.25%	
10 – 14 Year Term Certain	2.00%	0.25%	1.50%	0.25%	
5 – 9 Year Term Certain	1.25%	0.25%	1.00%	0.25%	

#### Trail Option #2:

	Annuitant's Age Is L	ess Than 60 Years	Annuitant's Age Is 60	) Years Old Or Older
	Old On Incon	ne Start Date	On Income	Start Date
Payment Option	Upfront Comm. Trail Rate**		Upfront Comm.	Trail Rate**
	Rate		Rate	
Life Options*	N/A	N/A	1.00%	1.00%
5 – 30 Year Term Certain	0.75% 0.75%		0.75%	0.75%

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

\* Life Options include:

Single Life with Term Certain (10, 15, or 20 years) Single Life with Cash Refund Single Life Joint and (50%, 75%, or 100%) Last Survivor Joint and 100% Last Survivor with Term Certain (10, 15, or 20 years) Joint and 100% Last Survivor with Cash Refund Joint and 50% Survivor

\*\* Trail compensation is computed at the end of each calendar quarter **beginning with the 5**<sup>th</sup> **calendar quarter**. Trail compensation is computed by multiplying the fixed annuity reserve and/or variable separate account value by the trail percentage divided by 4.

**CHARGEBACK PROVISIONS** The BEST of AMERICA® America's INCOME Annuity <sup>SM</sup> Contracts:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision or pursuant to any "free-look" privilege, the full compensation paid thereon shall be charged back against General Agent.
- 2) In the event that any Contract issued under this Agreement experiences a withdrawal, compensation paid on amounts which are subject to Contingent Deferred Sales Charges will be charged back to the General Agent:
  - a) within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
  - b) within the period from the 7<sup>th</sup> month through the 12th month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

**INTERNAL EXCHANGES** to The BEST of AMERICA® America's INCOME Annuity<sup>SM</sup> Contracts:

- 1) NO Internal Exchanges are permitted if the "from" Contract is less than or equal to 2 years old.
- 2) If the "from" Contract is greater than 2 years old, CDSC will be assessed, if applicable, and the standard compensation will be paid on the new contract.

#### COMPENSATION SCHEDULE FOR The BEST of AMERICA® Successor Annuity

Issued by Nationwide Life Insurance Company

Effective 5/1/2009, The BEST of AMERICA® Successor Annuity product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

The BEST of AMERICA® Successor IRA Rollovers Only and Roth IRA

APO 4326 CUSIP#: 638661157

## STANDARD "NO CDSC" CONTRACT OPTION:

All Contracts With or Without the Reduced Purchase Payment Rider and regardless of Premium amount.

	Upfront Option/with Trail
	Compensation Rate
Purchase payments applied during	1.00%
contract months one through six:	
Purchase payments applied during	0.50%
contract months seven through	
twelve:	
Quarterly Trail Compensation	
Beginning 5 <sup>th</sup> Calendar Quarter:	1.00%

Trail compensation is computed at the end of each calendar quarter beginning with the 5<sup>th</sup> calendar quarter. Trail compensation is computed by multiplying assets times trail percentage divided by 4.

#### 5/7 YEAR CDSC CONTRACT OPTION:

All Contracts **Without** the Reduced Purchase Payment Rider, or contracts **with** the Reduced Purchase Payment Rider **after** reaching a cumulative premium of \$25,000 or more.

	Upfront Option/No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation	Compensation Rate	Compensation Rate
		Rate		
0 – 75	6.00%	5.00%	3.75%	2.50%
76 – 80	5.00%	4.25%	3.25%	2.00%
81 – 85	3.00%	2.50%	2.00%	1.25%
Quarterly Trail Compensation				
Beginning 5 <sup>th</sup> Calendar				
Quarter:				

	0.00%	0.25%	0.50%	0.75%					
Trail Option #4									
Annuitant Age Compensation Rate Compensation Rate Compensa									
	Years 1 – 4	Years 5 - 7		Year 8 +					
0 – 75	5.00%	2.50%		0.00%					
76 – 80	4.00%	2.00%		0.00%					
81 – 85	2.00%	1.00%		0.00%					
			Beginning	29th Calendar Quarter:					
Quarterly Trail Compensation	0.00%	0.00%		0.80%					

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

#### 5/7 YEAR CDSC CONTRACT OPTION (CONT.):

All Contracts With the Reduced Purchase Payment Rider that have not reached a cumulative premium of \$25,000 or more.

	Upfront Option/No Trail *	Trail Option #1	Trail Option #2	Trail Option #3
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate	Compensation Rate
0 – 75	5.00%	4.00%	2.75%	1.50%
76 – 80	4.25%	3.50%	2.50%	1.25%
81 – 85	2.50%	2.00%	1.50%	0.75%
Quarterly Trail Compensation				
Beginning 5 <sup>th</sup> Calendar				
Quarter:	0.00%	0.25%	0.50%	0.75%
		Trail Option #4		
Annuitant Age	Compensation Rate	Compensation Ra	ate Con	npensation Rate
	Years 1 – 4	Years 5 - 7		Year 8 +
0 – 75	3.75%	2.00%		0.00%
76 – 80	3.00%	1.50%		0.00%
81 – 85	1.25%	0.75%		0.00%
Quarterly Trail Compensation			Beginning	29th Calendar Quarter:
	0.00%	0.00%		0.80%

\* NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, UPFRONT OPTION WILL BE THE AUTOMATIC COMPENSATION OPTION.

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

ADDITIONAL CHARGEBACK PROVISIONS for The BEST of AMERICA® Successor Annuity Contracts:

In the event that any Contract issued under this Agreement experiences a withdrawal, compensation paid on withdrawal amounts will be charged back to the General Agent:

- a) There will be NO charge back of compensation on withdrawals up to 10% of Contract premium.
- b) Within the first 6 months from the date of issue, the full compensation paid thereon shall be charged back.
- c) Within the period from the 7<sup>th</sup> month through the 12<sup>th</sup> month after the contract issue date, 50% of the compensation shall be charged back.

All chargebacks may be applied against current and future compensation payable to the General Agent.

INTERNAL EXCHANGES to The BEST of AMERICA® Successor CONTRACTS :

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

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

2. Internal Exchanges from The BEST of AMERICA® Group Pensions Series Contract/Program: If the Upfront Compensation Option is elected, the compensation shall be reduced in the amount equal to the amount of the Contingent Deferred Sales Charge on The BEST of AMERICA® Group Pensions Series contract/program ("CDSC Amount"). The Trail Compensation Options may only be elected when the Total Payout Rate ("Upfront Compensation") is equal to or greater than the CDSC Amount that was waived. Where the Trail Compensation Options can be elected, the amount of the Upfront Compensation shall be reduced by the CDSC Amount.

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE CLEAR HORIZON<sup>SM</sup> INDEX ANNUITY (Issued by Nationwide Life Insurance Company)

Effective March 11, 2017, NATIONWIDE CLEAR HORIZON<sup>SM</sup> INDEX ANNUITY will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Single Premium Deferred Annuity Nationwide Clear Horizon <sup>SM</sup> Index Annuity		FAC -0103AO CUSIP# 638943118	
	Upfront/No Trail Option	Trail Option #1	Trail Option #2
Annuitant Age	Compensation Rate	Compensation Rate	Compensation Rate
0 - 75	4.00%	3.00%	2.00%
76 – 90	2.00%	1.00%	0%
Quarterly Trail Compensation Beginning 5 <sup>th</sup> Calendar Quarter or the			
13th Calendar Month:	0.00%	0.20%	0.40%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Fixed Annuity Products:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
  - 2) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue and the Return of Premium Rider is NOT chosen, the full compensation paid thereon shall be charged back against General Agent.
- 3) In the event that a fixed annuity Contract shall experience a withdrawal and the Return of Premium Rider is chosen, the following schedule applies:

Contract Age	Chargeback Percentage
Year 1	100%
Year 2	80%
Year 3	60%
Year 4 +	0%

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

**INTERNAL EXCHANGES** to Nationwide Clear Horizon Annuity contracts:

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

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

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

#### COMPENSATION SCHEDULE FOR

## NATIONWIDE PLATINUM III

(Issued by Nationwide Life and Annuity Insurance Company)

Effective April 10, 2017, the NATIONWIDE PLATINUM III Annuity will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT	
Enhanced Renewal Rate Single Premium	<u>AGES</u>	RATE
Deferred Annuity	0 - 75	2.50%
Nationwide Platinum III	76 - 80	1.25%
FHL-766	81 – 90	0.80%

Chargeback Provisions for Nationwide Platinum III Contracts:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent. All chargebacks may be applied against current and future compensation payable.

## **INTERNAL EXCHANGES** to any Nationwide Platinum III Contracts:

**INTERNAL EXCHANGES** from any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract to any Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company Fixed or Variable Annuity Contract: Full CDSC will be assessed and no chargebacks will be applied on any previous compensation paid on the original Contract unless otherwise specified in the chargeback section of individual product compensation schedules. The amount of compensation paid will be 100% of the compensation on the new Contract.

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

#### COMPENSATION SCHEDULE FOR NATIONWIDE PLATINUM III (Issued by Nationwide Life Insurance Company)

# Effective April 10, 2017, the NATIONWIDE PLATINUM III Annuity will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

Enhanced Renewal Rate Single Premium Deferred Annuity Nationwide Platinum III New York Only

APO - 6271-32A

	Upfront Option/No Trail	Trail Option #1 – This option is only available to service existing contracts. This is not available for new sales.
Annuitant Age	Compensation Rate	Compensation Rate
0 – 75	2.50%	3.00%
76 – 80	1.25%	1.50%
81 – 90	0.80%	0.50%
Quarterly Trail Compensation		
Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%	0.20%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

Chargeback Provisions for Nationwide Platinum III Contracts:

- In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Platinum III Contracts:

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

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

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

#### **COMPENSATION SCHEDULE** FOR NATIONWIDE PLATINUM III

(Issued by Nationwide Life and Annuity Insurance Company)

Effective June 20, 2016, Nationwide Platinum III (WA only) product will no longer be available for solicitation and sale but can continue to be serviced.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT	
Enhanced Renewal Rate Single Premium Deferred Annuity Nationwide Platinum III <b>Washington ONLY</b>	<u>AGES</u> 0 - 90	RATE 1.50%
FHL-767		
CUSIP #: 638656629		

Chargeback Provisions for Nationwide Platinum III Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against General Agent.
- No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales 4) charge.
- 5) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against General Agent.

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

**INTERNAL EXCHANGES** to any Nationwide Platinum III Contracts:

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

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

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

#### COMPENSATION SCHEDULE FOR EAGLE PLUS (Issued by Nationwide Life Insurance Company)

This amendment is for the purpose of servicing existing contracts only. This amendment does not permit the General Agent to submit applications for new contracts for this product.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT	
Single Premium Deferred Annuity Eagle Plus APO-1634-11 CUSIP#: 68661827	<u>AGES</u> 0 - 85	<u>RATE</u> 1.50%

Chargeback Provisions for Eagle Plus Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against Agency.
- 2) In the event that a fixed annuity Contract shall experience a withdrawal within one year from the date of issue, the full compensation paid thereon shall be charged back against Agency.

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

**INTERNAL EXCHANGES** to Nationwide Eagle Plus Contracts:

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

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

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

#### COMPENSATION SCHEDULE FOR EAGLE PLUS (NY) Issued by Nationwide Life Insurance Company

# Effective April 10, 2017, the EAGLE PLUS (NY) Annuity will no longer be available for solicitation and sale but can continue to be serviced.

Single Premium Deferred Annuity Eagle Plus (NY)

#### APO – 3377-A CUSIP#: 638661231

	Upfront Option/No Trail
Annuitant Age	Compensation Rate
0 – 75	2.00%
76 – 80	1.50%
81 – 85	1.00%
Quarterly Trail Compensation	
Beginning 5 <sup>th</sup> Calendar Quarter:	0.00%

**Quarterly** Trail compensation is computed at the end of each calendar quarter beginning with the quarter specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 4. **Monthly** Trail compensation is computed at the end of each calendar month beginning with the month specified above. Trail compensation is computed by multiplying assets times trail percentage divided by 12. Trail frequency is determined by General Agent.

#### Chargeback Provisions for Eagle Plus (NY) Contracts:

- 1) In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full compensation paid thereon shall be charged back against Agency.
- 2) No chargebacks are assessed on partial withdrawal amounts withdrawn by the customers free of sales charge.
- 3) In the event that a fixed annuity Contract shall terminate within one year from the date of issue, the full compensation paid thereon shall be charged back against Agency.

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

**INTERNAL EXCHANGES** to any Eagle Plus (NY) Contracts:

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

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

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

#### COMPENSATION SCHEDULE FOR THE INCOME PROMISE (Issued by Nationwide Life Insurance Company)

Effective 4/16/12, Income Promise product will no longer be available for solicitation and sale but can continue to be serviced.

CONTRACTS	CONTRACT % PER PURCHASE PAYMENT	
Income Promise	5 – 9 year Term Certain Option only:	2.00%
Immediate Fixed Annuity APO-1532 CUSIP#: 638660795	4 year Term Certain Option only:	0.75%
	3 year Term Certain Option only:	0.25%
	All other options:	3.50%

Chargeback Provisions for the Immediate Fixed Annuity:

- 3. In the event that any Contract issued under this Agreement shall terminate due to the owner's election to return such contract under its "free look" provision, the full commission paid thereon shall be charged back against General Agent.
- 4. In the event that the Liquidity Feature is on the contract and the full liquidity amount is withdrawal in the first year from the issue date, the full commission paid on the contract shall be charged back against General Agent.

**INTERNAL EXCHANGES** from any Nationwide Life Insurance Company or Nationwide Life and Annuity Company annuity contract to the Immediate Annuity contract:

1) NO Internal Exchanges are permitted if the "from" Contract is less than or equal to 2 years old.

2) If the "from" Contract is greater than 2 years old, CDSC will be assessed, if applicable, and the standard compensation will be paid on the new contract.