



Nationwide®

Nationwide Peak® 5 Fixed Indexed Annuity
Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company

ATTACH THIS FORM TO THE APPLICATION / ENROLLMENT CARD

1. Owner Information (Please print)

Certificate Owner/Contract Owner: _____ Date: _____

2. Broker Information (Please print)

Broker Name: _____

Broker Phone Number: _____

Broker/Dealer Name: _____

3. Gross Commission

I elect the following **Gross Commission** payable to my Broker/Dealer:

Options for Annuitants Ages 0 - 75:

- Option 0** 4.50% upfront with no trail
- Option 1** 2.25% upfront with a 0.50% trail¹
- Option 2** 1.75% upfront with a 0.65% trail¹
- Option 3** 1.00% upfront with a 0.80% trail¹

Options for Annuitants Ages 76 - 80:

- Option 0** 3.50% upfront with no trail
- Option 1** 1.75% upfront with a 0.50% trail¹
- Option 4** 1.00% upfront with a 0.70% trail¹

Options for Annuitants Ages 81 - 85:

- Option 0** 2.50% upfront with no trail
- Option 1** 1.00% upfront with a 0.50% trail¹

Options for Annuitants Ages 86 - 90:

- Option 0** 1.50% upfront with no trail
- Option 5** 0.75% upfront with a 0.25% trail¹

¹Trail commission begins in the 5th calendar quarter.

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

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

4. Chargeback Provisions

CHARGEBACK PROVISIONS for Nationwide 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 7th month through the 12th month from the date of issue, 50% of the compensation paid thereon shall be charged back against General Agent.

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

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE

4. Chargeback Provisions (continued)

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. The intent of this provision is to prevent annuity sales involving terminally ill annuitants; or (vii) if Nationwide rescinds the contract pursuant to the contract's terms.

5. Internal Exchanges

INTERNAL EXCHANGES to Nationwide Peak 5[®] Fixed Indexed 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.

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).

ONCE COMMISSION OPTION IS ELECTED NO CHANGES CAN BE MADE