

Investment Advisor Election Form

Contract Number: _____

Owner Name: _____ Social Security Number: _____

Joint Owner Name: _____ Social Security Number: _____

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

Investment Advisor Office Address (Required): _____

Phone Number: _____ Fax Number: _____ Email Address: _____

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

Firm Address (Required): _____

Phone Number: _____ Fax Number: _____ Email Address: _____

Transfer, Allocation, and Fee Payment Authorization

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

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 I am fully informed of the legal and tax ramifications of my election to have the Fee withdrawn from the Annuity contract.

Redemption Tax Status and Withholding

Nationwide does not provide tax or legal advice. The law regarding the tax treatment of withdrawals from IRAs, Qualified and TSA accounts to pay Fees is not well established. Nationwide does not intend to tax report Fee liquidations from the annuities funding the above mentioned plans, but reserves the right to change this tax reporting position at any time. It is possible that the Internal Revenue Service (IRS) may treat such withdrawals as distributions even though Nationwide will not report such payments to the IRS. You may wish to consult your tax or legal advisor regarding matters associated with the payment of such Fees.

For non-qualified contracts distributions to pay Fees are considered to be income to the extent of the contract gain and therefore are subject to income tax and may also be subject to a 10% penalty tax. You may wish to consult your tax or legal advisor regarding matters associated with the payment of such Fees.

Federal law requires Nationwide to withhold income tax from any distribution that is subject to tax unless the Owner(s) request that Nationwide not withhold. (Distributions that are "eligible rollover distributions" are subject to a mandatory 20% withholding, which cannot be waived) The Owner(s) may not elect out of withholding unless the Owner(s) have provided Nationwide with a Social Security /Taxpayer Identification Number and certified that he/she is not subject to backup withholding. If no election is made at the time of the Fee liquidation, Nationwide will withhold the required maximum amount under Federal and State laws.

Disclaimer and Indemnification

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

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

Investment Allocation Services

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

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

Owner Initiated Transactions

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

Termination

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

Signature

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

Owner Signature: _____ Date: _____

Joint Owner Signature: _____ Date: _____

Investment Advisor Signature: _____ Date: _____

Advisor Acceptance

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

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

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

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

Investment Advisor Signature: _____ Date: _____