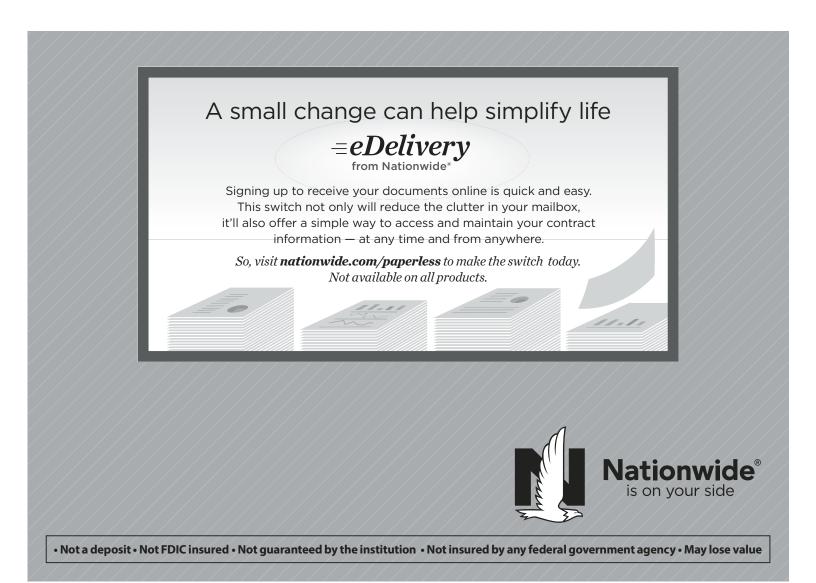
Nationwide Destination[™] Architect 2.0

Prospectus dated May 1, 2019

An Individual Flexible Premium Deferred Variable Annuity Contract Issued by Nationwide Life Insurance Company Through its Nationwide Variable Account - II



Nationwide Life Insurance Company

Nationwide Variable Account-II

Prospectus supplement dated May 1, 2019 to the following prospectus(es):

Nationwide DestinationSM Architect 2.0 prospectus dated May 1, 2019

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

This Rate Sheet Supplement ("Supplement") should be read and retained with the prospectus for Nationwide DestinationSM Architect 2.0. If you need another copy of the prospectus please contact Nationwide's Service Center at 1-800-848-6331.

Nationwide is issuing this Supplement to provide the current:

 Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider (collectively, "Nationwide L.inc Percentages")

The Nationwide L.inc Percentages provided below apply only to applications signed between May 1, 2019 and May 31, 2019.

Nationwide L.inc Percentages may be different for applications signed after May 31, 2019. Therefore, it is important that you have the most current Rate Sheet Supplement as of the date you sign the application. This Supplement replaces and supersedes any previous Rate Sheet Supplement and must be used in conjunction with the prospectus.

If your application was signed prior to the time period shown above, please refer to your contract for the Nationwide L.inc Percentages that are applicable to your contract, or contact Nationwide's Service Center for the Nationwide L.inc Percentages applicable to your contract. All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-182494).

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

Contract Owner's Age (at the time of the first Lifetime Withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentages*
45** up to 59½	3.35%	3.10%
59½ through 64	4.50%	4.25%
65 through 69	5.70%	5.45%
70 through 74	5.85%	5.60%
75 through 80	6.00%	5.75%
81 and older	6.35%	6.10%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

** In New York, the minimum lifetime withdrawal age is 50.

Nationwide DestinationsM Architect 2.0

Individual Flexible Premium Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-II

The date of this prospectus is May 1, 2019.

This prospectus contains basic information about the contracts that should be understood before investing. Read this prospectus carefully and keep it for future reference.

Variable annuities are complex investment products with unique benefits and advantages that may be particularly useful in meeting long-term savings and retirement needs. There are costs and charges associated with these benefits and advantages - costs and charges that are different, or do not exist at all, within other investment products. With help from financial consultants and advisors, investors are encouraged to compare and contrast the costs and benefits of the variable annuity described in this prospectus against those of other investment products, especially other variable annuity and variable life insurance products offered by Nationwide and its affiliates. Nationwide offers a wide array of such products, many with different charges, benefit features, and investment options. This process of comparison and analysis should aid in determining whether the purchase of the contract described in this prospectus is consistent with the purchaser's investment objectives, risk tolerance, investment time horizon, marital status, tax situation, and other personal characteristics and needs.

The Statement of Additional Information (dated May 1, 2019), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 62. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in *Contacting the Service Center*.

The SEC maintains a web site (www.sec.gov) that contains the prospectus, the Statement of Additional Information, material incorporated by reference, and other information.

Variable annuities are not insured by the Federal Deposit Insurance Corporation or any other federal government agency, and are not deposits of, guaranteed by, or insured by the depository institution where offered or any of its affiliates. Variable annuity contracts involve investment risk and may lose value. These securities have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the prospectus. Any representation to the contrary is a criminal offense.

The Sub-Accounts offered through this contract invest in the underlying mutual funds listed below. For a complete list of underlying mutual funds, including underlying mutual funds available prior to the date of this prospectus, refer to *Appendix A: Underlying Mutual Fund Information*. For more information on the underlying mutual funds, refer to the prospectus for the underlying mutual fund. **To obtain free copies of prospectuses for the underlying mutual funds, Contract Owners can contact Nationwide using any of the methods described in** *Contacting the Service Center***.**

- AllianceBernstein Variable Products Series Fund, Inc. AB VPS Dynamic Asset Allocation Portfolio: Class A
- AllianceBernstein Variable Products Series Fund, Inc. AB VPS International Value Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. AB VPS Small/Mid Cap Value Portfolio: Class A
- ALPS Variable Investment Trust ALPS/Alerian Energy Infrastructure Portfolio: Class III
- ALPS Variable Investment Trust ALPS/Red Rocks Listed Private Equity Portfolio: Class III
- American Century Variable Portfolios II, Inc. American Century VP Inflation Protection Fund: Class I
- American Century Variable Portfolios, Inc. American Century VP Mid Cap Value Fund: Class I
- American Funds Insurance Series® Blue Chip Income and Growth Fund: Class 4
- American Funds Insurance Series® Capital Income Builder®: Class 4
- American Funds Insurance Series® Global Small Capitalization Fund: Class 4
- American Funds Insurance Series® International Fund: Class 4
- American Funds Insurance Series® Managed Risk Asset Allocation Fund: Class P2
- BlackRock Variable Series Funds II, Inc. BlackRock Total Return V.I. Fund: Class III

- BlackRock Variable Series Funds, Inc. BlackRock Equity Dividend V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. BlackRock Global Allocation V.I. Fund: Class III
- Columbia Funds Variable Insurance Trust CTIVP AQR Managed Futures Strategy Fund: Class 2
- Columbia Funds Variable Series Trust II Columbia VP High Yield Bond Fund: Class 2
- Delaware VIP Trust Delaware VIP Small Cap Value Series: Service Class
- Delaware VIP Trust Delaware VIP Value Series: Service Class
- Dreyfus Investment Portfolios MidCap Stock Portfolio: Service Shares
- Dreyfus Variable Investment Fund Appreciation Portfolio: Service Shares
- Eaton Vance Variable Trust Eaton Vance VT Floating-Rate Income Fund: Initial Class
- Fidelity Variable Insurance Products Emerging Markets Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Balanced Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Contrafund® Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Energy Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Growth & Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Growth Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Investment Grade Bond Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Mid Cap Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund VIP Real Estate Portfolio: Service Class 2
- Franklin Templeton Variable Insurance Products Trust Franklin Allocation VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust Franklin Income VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust Franklin Mutual Global Discovery VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust Franklin Small Cap Value VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust Franklin Strategic Income VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust Templeton Global Bond VIP Fund: Class 2
- Goldman Sachs Variable Insurance Trust Goldman Sachs Global Trends Allocation Fund: Service Shares
- Goldman Sachs Variable Insurance Trust Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Goldman Sachs Variable Insurance Trust Goldman Sachs Small Cap Equity Insights Fund: Service Shares
- Guggenheim Variable Funds Long Short Equity Fund
- Guggenheim Variable Funds Multi-Hedge Strategies
- Invesco Invesco V.I. Balanced-Risk Allocation Fund: Series I Shares
- Ivy Variable Insurance Portfolios Asset Strategy: Class II
- Ivy Variable Insurance Portfolios Energy: Class II
- Ivy Variable Insurance Portfolios High Income: Class II
- Ivy Variable Insurance Portfolios Mid Cap Growth: Class II
- Ivy Variable Insurance Portfolios Pathfinder Aggressive: Class II
- Ivy Variable Insurance Portfolios Pathfinder Conservative: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderate Managed Volatility: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderate: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderately Aggressive Managed Volatility: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderately Aggressive: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderately Conservative Managed Volatility: Class II
- Ivy Variable Insurance Portfolios Pathfinder Moderately Conservative: Class II
- Janus Henderson VIT Balanced Portfolio: Service Shares
- Janus Henderson VIT Enterprise Portfolio: Service Shares
- Janus Henderson VIT Flexible Bond Portfolio: Service Shares
- Janus Henderson VIT Forty Portfolio: Service Shares
- Janus Henderson VIT Global Technology Portfolio: Service Shares
- Lazard Retirement Series, Inc. Lazard Retirement Emerging Markets Equity Portfolio: Service Shares
- Lord Abbett Series Fund, Inc. Total Return Portfolio: Class VC
- MainStay VP Funds Trust MainStay VP MacKay Convertible Portfolio: Service 2 Class
- Merger Fund VL (The) The Merger Fund VL
- MFS® Variable Insurance Trust MFS New Discovery Series: Service Class
- MFS® Variable Insurance Trust MFS Utilities Series: Service Class
- MFS® Variable Insurance Trust MFS Value Series: Service Class
- MFS® Variable Insurance Trust II MFS International Growth Portfolio: Service Class
- MFS® Variable Insurance Trust II MFS International Value Portfolio: Service Class
- Morgan Stanley Variable Insurance Fund, Inc. Emerging Markets Debt Portfolio: Class II
- Morgan Stanley Variable Insurance Fund, Inc. Global Infrastructure Portfolio: Class II
- Morgan Stanley Variable Insurance Fund, Inc. Global Real Estate Portfolio: Class II
- Mutual Fund and Variable Insurance Trust Rational Insider Buying VA Fund
- Nationwide Variable Insurance Trust American Century NVIT Multi Cap Value Fund: Class II
- Nationwide Variable Insurance Trust American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust American Funds NVIT Bond Fund: Class II
- Nationwide Variable Insurance Trust American Funds NVIT Global Growth Fund: Class II
- Nationwide Variable Insurance Trust American Funds NVIT Growth Fund: Class II
- Nationwide Variable Insurance Trust American Funds NVIT Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust Amundi NVIT Multi Sector Bond Fund: Class I
- Nationwide Variable Insurance Trust BlackRock NVIT Equity Dividend Fund: Class I
- Nationwide Variable Insurance Trust BlackRock NVIT Managed Global Allocation Fund: Class II

Lord Abbett Series Fund, Inc. - Short Duration Income Portfolio: Class VC

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II Nationwide Variable Insurance Trust - NVIT Bond Index Fund: Class I Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class I Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I Nationwide Variable Insurance Trust - NVIT International Index Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class I Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Non-Service Shares Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class PIMCO Variable Insurance Trust - Commodity RealReturn® Strategy Portfolio: Advisor Class PIMCO Variable Insurance Trust - Dynamic Bond Portfolio: Advisor Class PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class PIMCO Variable Insurance Trust - High Yield Portfolio: Advisor Class PIMCO Variable Insurance Trust - Income Portfolio: Advisor Class PIMCO Variable Insurance Trust - International Bond Portfolio (U.S. Dollar-Hedged): Administrative Class PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class PIMCO Variable Insurance Trust - Real Return Portfolio: Advisor Class PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB Royce Capital Fund - Royce Small-Cap Portfolio: Investment Class T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

VanEck VIP Trust - VanEck VIP Global Gold Fund: Class S

- VanEck VIP Trust VanEck VIP Global Hard Assets Fund: Class S
- Virtus Variable Insurance Trust Virtus Duff & Phelps Real Estate Securities Series: Class A
- Wells Fargo Variable Trust VT Small Cap Growth Fund: Class 2

Beginning on January 1, 2021, as permitted by regulations adopted by the SEC, Nationwide may discontinue mailing paper copies of shareholder reports for underlying mutual funds available under the contract unless the Contract Owner specifically requests that paper copies continue to be delivered. Instead, the shareholder reports will be made available on a website. Nationwide will notify Contract Owners by mail each time a shareholder report is posted and will provide a website link to access the report. Instructions for requesting paper copies will also be included in the notice.

Contracts where the Contract Owner already elected to receive shareholder reports electronically will not be affected by this change and no action is required. To elect to receive shareholder reports and other communications from Nationwide electronically, contact the Service Center (see *Contacting the Service Center*).

Contract Owners may elect to receive all future shareholder reports in paper free of charge. To do so, Contract Owners should contact the Service Center to inform Nationwide that paper copies of shareholder reports should continue to be delivered. Any election to receive shareholder reports in paper will apply to all underlying funds available under the contract.

Glossary of Special Terms

Accumulation Unit – An accounting unit of measure used to calculate the Contract Value allocated to the Variable Account before the Annuitization Date.

Annuitant – The person(s) whose length of life determines how long annuity payments are paid.

Annuitization Date – The date on which annuity payments begin.

Annuity Commencement Date - The date on which annuity payments are scheduled to begin.

Annuity Unit – An accounting unit of measure used to calculate the value of variable annuity payments.

Charitable Remainder Trust – A trust meeting the requirements of Section 664 of the Internal Revenue Code.

Co-Annuitant – The person designated by the Contract Owner to receive the benefit associated with the Spousal Protection Feature.

Contingent Annuitant – The individual who becomes the Annuitant if the Annuitant dies before the Annuitization Date.

Contract Anniversary – Each recurring one-year anniversary of the date the contract was issued.

Contract Owner(s) - The person(s) who owns all rights under the contract.

Contract Value – The value of all Accumulation Units in a contract.

Contract Year - Each year the contract is in force beginning with the date the contract is issued.

Current Income Benefit Base – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, it is equal to the Original Income Benefit Base adjusted throughout the life of the contract to account for subsequent purchase payments, excess withdrawals, early withdrawals (if applicable), reset opportunities, and if elected, the Non-Lifetime Withdrawal. This amount is multiplied by the Lifetime Withdrawal Percentage to arrive at the Lifetime Withdrawal Amount for any given year.

Daily Net Assets – A figure that is calculated at the end of each Valuation Date and represents the sum of all the Contract Owners' interests in the Sub-Accounts after the deduction of underlying mutual fund expenses.

General Account – All assets of Nationwide other than those of the Variable Account or in other separate accounts of Nationwide.

Individual Retirement Account – An account that qualifies for favorable tax treatment under Section 408(a) of the Internal Revenue Code, but does not include Roth IRAs.

Individual Retirement Annuity or IRA – An annuity contract that qualifies for favorable tax treatment under Section 408(b) of the Internal Revenue Code, but does not include Roth IRAs or Simple IRAs.

Investment-Only Contract – A contract purchased by a qualified pension, profit-sharing, or stock bonus plan as defined by Section 401(a) of the Internal Revenue Code.

Lifetime Withdrawal – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, it is a withdrawal of all or a portion of the Lifetime Withdrawal Amount.

Lifetime Withdrawal Amount – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, the maximum amount that can be withdrawn between Contract/Option Anniversaries (and after the Withdrawal Start Date for the Nationwide Lifetime Income Track option) without reducing the Current Income Benefit Base. It is calculated annually, on each Contract/Option Anniversary (and adjusted between Nationwide Income Track Anniversaries for subsequent purchase payments, excess withdrawals, and if elected, the Non-Lifetime withdrawal) by multiplying the Current Income Benefit Base by the Lifetime Withdrawal Percentage.

Lifetime Withdrawal Percentage – An age-based percentage used to determine the Lifetime Withdrawal Amount under the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option. The applicable percentage is multiplied by the Current Income Benefit Base to arrive at the Lifetime Withdrawal Amount for any given year.

Nationwide - Nationwide Life Insurance Company.

Net Asset Value – The value of one share of an underlying mutual fund at the close of the New York Stock Exchange.

Non-Lifetime Withdrawal – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, a one-time only election to take a withdrawal from the contract that will not initiate the benefit under the option.

Non-Qualified Contract – A contract which does not qualify for favorable tax treatment as a Qualified Plan, IRA, Roth IRA, SEP IRA, Simple IRA, or Tax Sheltered Annuity.

Option Anniversary – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, each recurring one-year anniversary of the date the option was elected.

Original Income Benefit Base – For purposes of the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option, the initial benefit base calculated on the date the option is elected, which is equal to the Contract Value.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401 of the Internal Revenue Code, including Investment-Only Contracts. In this prospectus, all provisions applicable to Qualified Plans also apply to Investment-Only Contracts unless specifically stated otherwise.

Roth IRA – An annuity contract that qualifies for favorable tax treatment under Section 408A of the Internal Revenue Code.

SEC – Securities and Exchange Commission.

SEP IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(k) of the Internal Revenue Code.

Service Center – The department of Nationwide responsible for receiving all service and transaction requests relating to the contract. For service and transaction requests submitted other than by telephone (including fax requests), the Service Center is Nationwide's mail and document processing facility. For service and transaction requests communicated by telephone, the Service Center is Nationwide's operations processing facility. Information on how to contact the Service Center is in the *Contacting the Service Center* provision.

Simple IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(p) of the Internal Revenue Code.

Sub-Accounts – Divisions of the Variable Account, each of which invests in a single underlying mutual fund.

Tax Sheltered Annuity – An annuity that qualifies for favorable tax treatment under Section 403(b) of the Internal Revenue Code. Contracts issued pursuant to this prospectus cannot be issued as Tax Sheltered Annuities.

Valuation Date – Each day the New York Stock Exchange is open for business or any other day during which there is a sufficient degree of trading such that the current Net Asset Value of the underlying mutual fund shares might be materially affected. Values of the Variable Account are determined as of the close of the New York Stock Exchange, which generally closes at 4:00 p.m. EST.

Valuation Period – The period of time commencing at the close of a Valuation Date and ending at the close of the New York Stock Exchange for the next succeeding Valuation Date.

Variable Account – Nationwide Variable Account-II, a separate account that Nationwide established to hold Contract Owner assets allocated to variable investment options. The Variable Account is divided into Sub-Accounts, each of which invests in a separate underlying mutual fund.

Withdrawal Start Date – For purposes of the Nationwide Lifetime Income Track option, the date the Contract Owner reaches age 59½, or if the Joint Option for the Nationwide Lifetime Income Track option is elected, the date the younger spouse reaches age 59½.

Table of Contents

	Page
Glossary of Special Terms	5
Contract Expenses	10
Underlying Mutual Fund Annual Expenses	11
Example	11
Synopsis of the Contracts	12
Surrenders/Withdrawals	12
Minimum Initial and Subsequent Purchase Payments	12
Dollar Limit Restrictions	12
Mortality and Expense Risk Charge	13
Administrative Charge	13
Death Benefit Options	13
7% Nationwide Lifetime Income Rider	13
Nationwide Lifetime Income Track Option	14
Joint Option for the 7% Nationwide Lifetime Income Rider	14
Joint Option for the Nationwide Lifetime Income Track Option	14
Charges for Optional Benefits	15
Underlying Mutual Fund Annual Expenses	15
Annuity Payments	15
Taxation	15
Death Benefit	15
Cancellation of the Contract.	15
Condensed Financial Information	16
Financial Statements	16
Nationwide Life Insurance Company	16
Nationwide Investment Services Corporation	16
Investing in the Contract	16
The Variable Account and Underlying Mutual Funds	16
Contacting the Service Center	18
The Contract in General.	18
Cybersecurity	19
Reservation of Rights	20
Distribution, Promotional, and Sales Expenses	20
Underlying Mutual Fund Service Fee Payments	20
Treatment of Unclaimed Property	22
Profitability	22
Contract Modification	22
Standard Charges and Deductions	22
Mortality and Expense Risk Charge	22
Administrative Charge	22
Premium Taxes.	23
Optional Contract Benefits, Charges, and Deductions	23
One-Year Enhanced Death Benefit Option	23
Optional Living Benefits	23
7% Nationwide Lifetime Income Rider	24
Nationwide Lifetime Income Track Option	30
Joint Option for the 7% Nationwide Lifetime Income Rider	37
Joint Option for the Nationwide Lifetime Income Track Option	38
Income Benefit Investment Options	40
Ownership and Interests in the Contract	41
Contract Owner	41
Joint Owner	42
Contingent Owner	42
Annuitant	42
Contingent Annuitant	42
Co-Annuitant	42
Joint Annuitant	43
Beneficiary and Contingent Beneficiary	43

Table of Contents (continued)

	Page
Changes to the Parties to the Contract	43
Operation of the Contract	44
Pricing	44
Application and Allocation of Purchase Payments	44
Determining the Contract Value	45
Transfer Requests	45
Transfer Restrictions.	46
Transfers Prior to Annuitization	48
Transfers After Annuitization	48
Right to Examine and Cancel	48
Allocation of Purchase Payments during Free Look Period	48 48
Surrender/Withdrawal Prior to Annuitization	48 49
Partial Withdrawals	49 49
Full Surrenders	49 49
Surrender/Withdrawal After Annuitization	49 50
Assignment.	50
Contract Owner Services.	50
Asset Rebalancing	50
Dollar Cost Averaging.	50
Systematic Withdrawals	51
Custom Portfolio Asset Rebalancing Service.	51
Static Asset Allocation Model.	52
Death Benefit	53
Death of Contract Owner	53
Death of Annuitant	53
Death of Contract Owner/Annuitant	53
Death Benefit Payment	54
Impact of Ownership Changes and Assignment on the Death Benefits	54
Death Benefit Calculations	54
Spousal Protection Feature	56
Annuity Commencement Date	57
Annuitizing the Contract	57
Annuitization Date	57
Annuitization.	57
Fixed Annuity Payments	58
Variable Annuity Payments	58
Frequency and Amount of Annuity Payments	59
Annuity Payment Options	59
Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to	~~~
\$2,000,000	60
	60
\$2,000,000	61
Statements and Reports	61
Legal Proceedings	61
Nationwide Life Insurance Company	61
Nationwide Investment Services Corporation	62
Contents of Statement of Additional Information	62
Appendix A: Underlying Mutual Fund Information	63
Appendix B: Condensed Financial Information	79
Appendix C: Contract Types and Tax Information	123
Types of Contracts	123
Federal Tax Considerations	125
Required Distributions	132
Tax Changes	134
State Taxation	134

Table of Contents (continued)

	Page
Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples	135
Appendix E: Historical Rates and Percentages	138

Contract Expenses

The following tables describe the fees and expenses that a Contract Owner will pay when buying, owning, or surrendering the contract.

The first table describes the fees and expenses a Contract Owner will pay at the time the contract is purchased, surrendered, or when cash value is transferred between investment options.

Contract Owner Transaction Expenses		
Maximum Premium Tax Charge (as a percentage of purchase payments)	5%¹	

The next table describes the fees and expenses that a Contract Owner will pay periodically during the life of the contract (not including underlying mutual fund fees and expenses).

Recurring Contract Expenses	
Variable Account Annual Expenses (assessed as an annualized percentage of Daily Net Assets)	
Mortality and Expense Risk Charge	0.20%
Administrative Charge	0.20%
Death Benefit Options (assessed as an annualized percentage of Daily Net Assets)	
One-Year Enhanced Death Benefit Option Charge	0.20%
Total Variable Account Charges (including this option only)	0.60%
Additional Optional Riders (assessed annually as a percentage of the Current Income Benefit Base ²)	
Maximum 7% Nationwide Lifetime Income Rider Charge	1.50% ³
Maximum Nationwide Lifetime Income Track Charge	1.50% ³
Maximum 7% Joint Option for the Nationwide Lifetime Income Rider Charge	
Maximum Joint Option for the Nationwide Lifetime Income Track Charge	0.40%5

The next table shows the fees and expenses that a Contract Owner would pay if he/she elected all of the optional benefits available under the contract (and the most expensive of mutually exclusive optional benefits).

Summary of Maximum Contract Expenses			
Mortality and Expense Risk Charge (applicable to all contracts)	0.20%6		
Administrative Charge (applicable to all contracts)			
One Year Enhanced Death Benefit Option Charge			
Maximum 7% Nationwide Lifetime Income Rider Charge	1.50%7		
Maximum Joint Option for the 7% Nationwide Lifetime Income Rider Charge	0.40%7		
Maximum Possible Contract Expenses			

- ¹ Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or other government entities. The amount assessed to the contract will equal the amount assessed by the state or government entity.
- ² For information about how the Current Income Benefit Base is calculated, see "Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal."
- ³ Currently, the charge associated with the 7% Nationwide Lifetime Income Rider is equal to 1.20% of the Current Income Benefit Base, and the charge associated with the Nationwide Lifetime Income Track option is equal to 0.80% of the Current Income Benefit Base.
- ⁴ The Joint Option for the 7% Nationwide Lifetime Income Rider may only be elected if and when the 7% Nationwide Lifetime Income Rider is elected. Currently, the charge associated with the Joint Option for the 7% Nationwide Lifetime Income Option is equal to 0.30% of the Current Income Benefit Base. This charge is in addition to the charge for the 7% Nationwide Lifetime Income Rider.
- ⁵ The Joint Option for the Nationwide Lifetime Income Track option may only be elected if and when the Nationwide Lifetime Income Track option is elected. Currently, the charge associated with the Joint Option for the Nationwide Lifetime Income Track option is equal to 0.15% of the Current Income Benefit Base. This charge is in addition to the charge for the Nationwide Income Track option.
- ⁶ This charge is assessed as an annualized percentage of Daily Net Assets.

- ⁷ This charge is a percentage of the Current Income Benefit Base. For purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets.
- ⁸ This table includes two different types of charges; charges deducted from Daily Net Assets and charges deducted from the Current Income Benefit Base. In order to combine these two different types of charges to reach the Maximum Possible Contract Expenses, for purposes of this table, Nationwide assumes the Current Income Benefit Base is equal to the Daily Net Assets. The Maximum Possible Contract Expenses associated with a particular contract may be higher or lower depending on whether the Current Income Benefit Base is higher or lower than the Daily Net Assets.

Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2018, charged by the underlying mutual funds that the Contract Owner may pay periodically during the life of the contract. More detail concerning each underlying mutual fund's fees and expenses is contained in the prospectus for each underlying mutual fund.

Total Annual Underlying Mutual Fund Operating Expenses								
	Minimum	Maximum						
(Expenses that are deducted from underlying mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average underlying mutual fund assets.)	0.38%	2.93%						

The minimum and maximum underlying mutual fund operating expenses indicated above do not reflect voluntary or contractual reimbursements and/or waivers applied to some underlying mutual funds. Therefore, actual expenses could be lower. Refer to the underlying mutual fund prospectuses for specific expense information.

Example

This Example is intended to help Contract Owners compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, contract fees, Variable Account annual expenses, and underlying mutual fund fees and expenses. The Example does not reflect premium taxes which, if reflected, would result in higher expenses.

The following Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds; and
- the total Variable Account charges associated with the most expensive allowable combination of optional benefits (2.50%).

For those contracts that do not elect the most expensive combination of optional benefits, the expenses would be lower.

	If you surrender your contract at the end of the applicable time period			-	If you annuitize your contract at the end of the applicable time period			If you do not surrender your contract				
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	<u>1 Yr.</u>	3 Yrs.	5 Yrs.	10 Yrs.	<u>1 Yr.</u>	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (2.93%)	\$570	\$1,698	\$2,811	\$5,525	*	\$1,698	\$2,811	\$5,525	\$570	\$1,698	\$2,811	\$5,525
Minimum Total Underlying Mutual Fund Operating Expenses (0.38%)	\$302	\$ 925	\$1,573	\$3,308	*	\$ 925	\$1,573	\$3,308	\$302	\$ 925	\$1,573	\$3,308

The contracts sold under this prospectus do not permit annuitization during the first two Contract Years.

Synopsis of the Contracts

The annuity described in this prospectus is intended to provide benefits to a single or joint owner and his/her beneficiaries. The contracts described in this prospectus are Individual Flexible Premium Deferred Variable Annuity Contracts.

The contracts can be categorized as:

- Charitable Remainder Trusts
- Individual Retirement Annuities ("IRAs")
- Investment-Only Contracts (Qualified Plans)
- Non-Qualified Contracts
- Roth IRAs
- Simplified Employee Pension IRAs ("SEP IRAs")
- Simple IRAs

For more detailed information with regard to the differences in contract types, see Appendix C: Contract Types and Tax Information.

Prospective purchasers may apply to purchase a contract through broker dealers that have entered into a selling agreement with Nationwide Investment Services Corporation.

Surrenders/Withdrawals

Contract Owners may generally withdraw some or all of their Contract Value at any time prior to annuitization by notifying the Service Center in writing (see *Surrender/Withdrawal Prior to Annuitization*). After the Annuitization Date, withdrawals are not permitted (see *Surrender/Withdrawal After Annuitization*).

Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. The minimum initial purchase payment is \$25,000. A Contract Owner will meet the minimum initial purchase payment requirement if purchase payments equal to the required minimum are made over the course of the first Contract Year. The minimum subsequent purchase payment is \$1,000. However, for subsequent purchase payments sent via electronic deposit, the minimum subsequent purchase payment is \$150.

Some states have different minimum initial and subsequent purchase payment amounts, and subsequent purchase payments may not be permitted in all states. Contact the Service Center for information on subsequent purchase payment requirements in a particular state.

Some optional benefits may restrict the Contract Owner's ability to make subsequent purchase payments.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. Its decision as to whether or not to accept a purchase payment in excess of that amount will be based on one or more factors, including, but not limited to: age, spouse age (if applicable), Annuitant age, state of issue, total purchase payments, optional benefits elected, current market conditions, and current hedging costs. All such decisions will be based on internally established actuarial guidelines and will be applied in a non-discriminatory manner. In the event that Nationwide does not accept a purchase payment under these guidelines, the purchase payment will be immediately returned in its entirety in the same manner as it was received. If Nationwide accepts the purchase payment, it will be applied to the contract immediately and will receive the next calculated Accumulation Unit value. Any references in this prospectus to purchase payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide.

Nationwide prohibits subsequent purchase payments made after death of the Contract Owner(s), the Annuitant, or Co-Annuitant. If upon notification of death of the Contract Owner(s), the Annuitant, or Co-Annuitant, it is determined that death occurred prior to a subsequent purchase payment being made, Nationwide reserves the right to return the purchase payment.

Dollar Limit Restrictions

Certain features of the contract have additional purchase payment and/or Contract Value limitations associated with them:

Annuitization. Annuity payment options will be limited if the Contract Owner submits total purchase payments in excess of \$2,000,000. Furthermore, if the amount to be annuitized is greater than \$5,000,000, Nationwide may limit both the amount that can be annuitized on a single life and the annuity payment options (see Annuity Payment Options).

Death Benefit Calculations. Purchase payments up to \$3,000,000 may result in a higher death benefit payment than purchase payments in excess of \$3,000,000 (see *Death Benefit Calculations*).

Subsequent Purchase Payments. If the Contract Owner elects the Nationwide Lifetime Income Track option, subsequent purchase payments may be limited to an aggregate total of \$50,000 per calendar year. If the Contract Owner elects the 7% Nationwide Lifetime Income Rider, Nationwide reserves the right to refuse any subsequent purchase payments. This means that if Contract Owners purchase this contract intending to make subsequent purchase payments at a later date and Nationwide decides to restrict subsequent purchase payments, any intended future purchase payments will not be permitted. Contract Owners should consider this reservation of right when making the initial purchase payment.

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Death Benefit Options

The contract contains a standard death benefit (the greater of (i) Contract Value or (ii) the total purchase payments less amounts withdrawn by the Contract Owner) at no additional charge. An optional death benefit is also available for an additional charge, which may provide a greater death benefit than the standard death benefit.

In lieu of the standard death benefit, an applicant may elect the following death benefit option at the time of application:

• The One-Year Enhanced Death Benefit Option is available for contracts with Annuitants age 80 or younger at the time of application. The charge for this option is equal to 0.20% of the Daily Net Assets.

7% Nationwide Lifetime Income Rider

This Rider is available to Contract Owners with an application signed on or after March 13, 2017. The 7% Nationwide Lifetime Income Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. Additionally, if the Contract Owner delays taking Lifetime Withdrawals and does not elect to take a Non-Lifetime Withdrawal for 10 years, Nationwide will guarantee that the Current Income Benefit Base on the 10th Contract Anniversary will be no less than the Original Income Benefit Base plus simple interest at a rate of 7% annually for each of those 10 years. The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. For contracts issued in the State of New York, the Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 50 and 85 at the time of application. The 7% Nationwide Lifetime Income Rider may not be elected if the Nationwide Lifetime Income Track option is elected.

If the 7% Nationwide Lifetime Income Rider is elected, Nationwide will deduct an additional charge not to exceed 1.50% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. Changes in the current charge will only be applicable to new Contract Owners purchasing the contract or in the event existing Contract Owners elect to reset the Current Income Benefit Base. The charge is deducted on each Contract Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the 7% Nationwide Lifetime Income Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than \$0, Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than \$0, Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. Certain actions by the Contract Owner will terminate this optional benefit (see the Automatic Termination of the 7% Nationwide Lifetime Income Rider sub-section of the 7% Nationwide Lifetime Income Rider may exceed the benefit.

Nationwide Lifetime Income Track Option

After the Contract Owner reaches age 59½ (or if the Joint Option for the Nationwide Lifetime Income Track option is elected, both spouses reach age 59½) the Nationwide Lifetime Income Track option provides for lifetime withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking early or excess withdrawals and does not make certain assignments or Contract Owner changes. Investment Restrictions apply. The Nationwide Lifetime Income Track option is only available under the contract at the time of application. The Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be age 85 or younger at the time of application. The Nationwide Lifetime Income Track Option cannot be elected if the 7% Nationwide Lifetime Income Rider is elected.

If the applicant elects the Nationwide Lifetime Income Track option, Nationwide will deduct an additional charge not to exceed 1.50% of the Current Income Benefit Base, which is the amount upon which the Lifetime Withdrawal Amount is based. Currently, the charge for the Nationwide Lifetime Income Track option is 0.80% of the Current Income Benefit Base. Changes in the current charge will only be applicable to new Contract Owners purchasing the contract or in the event existing Contract Owners elect to reset the Current Income Benefit Base. The charge is deducted on each Nationwide Lifetime Income Track Anniversary and is taken from the Sub-Accounts proportionally based on contract allocations at the time the charge is deducted.

Election of the Nationwide Lifetime Income Track option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options. If the Contract Value is greater than \$0, then Lifetime Withdrawals are paid from the Contract Owner's Contract Value. If the Contract Value is equal to or less than \$0, then Lifetime Withdrawals are paid from Nationwide's General Account. Lifetime Withdrawals paid from the General Account are subject to Nationwide's creditors and ultimately, its overall claims paying ability. Certain actions by the Contract Owner will terminate this optional benefit (see *Automatic Termination of the Nationwide Lifetime Income Track* sub-section of the *Nationwide Lifetime Income Track* option). The cost of the Nationwide Lifetime Income Track option may exceed the benefit.

Joint Option for the 7% Nationwide Lifetime Income Rider

This Rider is available to Contract Owners with an application signed on or after March 13, 2017. The Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide Lifetime Income Rider, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the 7% Nationwide Lifetime Income Rider is elected.

If the Joint Option is elected, Nationwide will deduct an additional charge not to exceed 0.40% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.30% of the Current Income Benefit Base and the Lifetime Withdrawal Percentages will be reduced. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be between age 45 and 85 at the time of application. For contracts issued in the State of New York, the Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 50 and 85 at the time of application. If assessed, the charge is deducted at the same time and in the same manner as the 7% Nationwide Lifetime Income Rider charge. The cost of the Joint Option (including the reduction in the Lifetime Withdrawal Percentages) may exceed the benefit.

Joint Option for the Nationwide Lifetime Income Track Option

The Joint Option for the Nationwide Lifetime Income Track option ("Joint Option") allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Track option, provided that certain conditions are satisfied. The Joint Option is only available for election if and when the Nationwide Lifetime Income Track option is elected.

If the applicant elects the Joint Option, Nationwide will deduct an additional charge not to exceed 0.40% of the Current Income Benefit Base. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base. In addition, if the Joint Option is elected, the Lifetime Withdrawal Percentages will be reduced. The Contract Owner's spouse (or the Annuitant's spouse in the case of a non-natural Contract Owner) must be age 85 or younger at the time of application. The charge is deducted at the same time and in the same manner as the Nationwide Lifetime Income Track option charge. **The cost of the Joint Option (including the reduction in the Lifetime Withdrawal Percentages) may exceed the benefit.**

Charges for Optional Benefits

Optional benefits are irrevocable once elected. The charges associated with optional benefits are only assessed prior to annuitization.

Underlying Mutual Fund Annual Expenses

The underlying mutual funds charge fees and expenses that are deducted from underlying mutual fund assets. These fees and expenses are in addition to the fees and expenses assessed by the contract. The prospectus for each underlying mutual fund provides information regarding the fees and expenses applicable to the fund.

Annuity Payments

On the Annuitization Date, annuity payments begin (see *Annuitizing the Contract*). Annuity payments will be based on the annuity payment option chosen prior to annuitization. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Taxation

How distributions from an annuity contract are taxed depends on the type of contract issued and the purpose for which the contract is purchased. Generally, distributions from an annuity contract, including the payment of death benefits, are taxable to the extent the cash value exceeds the investment in the contract (see *Appendix C: Contract Types and Tax Information*). Nationwide will charge against the contract any premium taxes levied by any governmental authority. Premium tax rates currently range from 0% to 5% (see *Premium Taxes* and *Appendix C: Contract Types and Tax Information*).

Death Benefit

An applicant may elect either the standard death benefit (Return of Premium) or the optional death benefit that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

Cancellation of the Contract

Under state insurance laws, Contract Owners have the right, during a limited period of time, to examine their contract and decide if they want to keep it or cancel it. This right is referred to as a "free look" right. The length of this time period depends on state law and may vary depending on whether the purchase is a replacement of another annuity contract. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date (see *Right to Examine and Cancel* and *Contacting the Service Center*).

If the Contract Owner elects to cancel the contract pursuant to the free look provision, where required by law, Nationwide will return the greater of the Contract Value or the amount of purchase payment(s) applied during the free look period, less any withdrawals from the contract, and applicable federal and state income tax withholding. Otherwise, Nationwide will return the Contract Value, less any withdrawals from the contract, and applicable federal and state income tax withholding (see *Right to Examine and Cancel*).

Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the underlying mutual funds and the assessment of Variable Account charges which may vary from contract to contract (see *Determining the Contract Value*). Refer to *Appendix B: Condensed Financial Information* for information regarding the minimum and maximum class of Accumulation Unit values. All classes of Accumulation Unit values may be obtained free of charge by contacting the Service Center.

Financial Statements

Financial statements for the Variable Account and consolidated financial statements for Nationwide are located in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by contacting the Service Center.

Nationwide Life Insurance Company

Nationwide, the depositor, is a stock life insurance company organized under Ohio law in March 1929, with its home office at One Nationwide Plaza, Columbus, Ohio 43215. Nationwide is a provider of life insurance, annuities, and retirement products. Nationwide is admitted to do business in all states, the District of Columbia, Guam, the U.S. Virgin Islands, and Puerto Rico.

Nationwide is a member of the Nationwide group of companies. Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company (the "Companies") are the ultimate controlling persons of the Nationwide group of companies. The Companies were organized under Ohio law in December 1925 and 1933 respectively. The Companies engage in a general insurance and reinsurance business, except life insurance.

Nationwide Investment Services Corporation

The contracts are distributed by the general distributor, Nationwide Investment Services Corporation ("NISC"), One Nationwide Plaza, Columbus, Ohio 43215. NISC is a wholly-owned subsidiary of Nationwide.

Investing in the Contract

The Variable Account and Underlying Mutual Funds

Nationwide Variable Account-II is a variable account that invests in the underlying mutual funds listed in *Appendix A: Underlying Mutual Fund Information*. Nationwide established the Variable Account on October 7, 1981 pursuant to Ohio law. Although the Variable Account is registered with the SEC as a unit investment trust pursuant to the Investment Company Act of 1940 ("1940 Act"), the SEC does not supervise the management of Nationwide or the Variable Account.

Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of Nationwide's other assets. The Variable Account's assets are held separately from Nationwide's assets and are not chargeable with liabilities incurred in any other business of Nationwide. Nationwide is obligated to pay all amounts promised to Contract Owners under the contracts.

The Variable Account is divided into Sub-Accounts, each of which invests in shares of a single underlying mutual fund. Nationwide uses the assets of each Sub-Account to buy shares of the underlying mutual funds based on Contract Owner instructions.

Contract Owners receive underlying mutual fund prospectuses when they make their initial Sub-Account allocations and any time they change those allocations. **Contract Owners can obtain prospectuses for underlying mutual funds free of charge at any time by contacting the Service Center. Contract Owners should read these prospectuses carefully before investing.**

Underlying mutual funds in the Variable Account are NOT publicly traded mutual funds. They are only available as investment options in variable life insurance policies or variable annuity contracts issued by life insurance companies, or in some cases, through participation in certain qualified pension or retirement plans.

The investment advisers of the underlying mutual funds may manage publicly traded mutual funds with similar names and investment objectives. However, the underlying mutual funds are NOT directly related to any publicly traded mutual fund. Contract Owners should not compare the performance of a publicly traded fund with the performance of underlying mutual funds participating in the Variable Account. The performance of the underlying mutual funds could differ substantially from that of any publicly traded funds.

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual funds share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts. Additionally, the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option limit the list of underlying mutual funds available in connection with that option (see *Income Benefit Investment Options*).

In the future, additional underlying mutual funds managed by certain financial institutions, brokerage firms, or their affiliates may be added to the Variable Account. These additional underlying mutual funds may be offered exclusively to purchasing customers of the particular financial institution or brokerage firm, or through other exclusive distribution arrangements.

Voting Rights

Contract Owners with assets allocated to Sub-Accounts are entitled to certain voting rights. Nationwide will vote Contract Owner shares at special shareholder meetings based on Contract Owner instructions. However, if the law changes and Nationwide is allowed to vote in its own right, it may elect to do so.

Contract Owners with voting interests in an underlying mutual fund will be notified of issues requiring the shareholders' vote as soon as possible before the shareholder meeting. Notification will contain proxy materials and a form with which to give Nationwide voting instructions. Nationwide will vote shares for which no instructions are received in the same proportion as those that are received. What this means is that when only a small number of Contract Owners vote, each vote has a greater impact on, and may control, the outcome.

The number of shares which a Contract Owner may vote is determined by dividing the cash value of the amount they have allocated to an underlying mutual fund by the Net Asset Value of that underlying mutual fund. Nationwide will designate a date for this determination not more than 90 days before the shareholder meeting.

Material Conflicts

The underlying mutual funds may be offered through separate accounts of other insurance companies, as well as through other separate accounts of Nationwide. Nationwide does not anticipate any disadvantages to this. However, it is possible that a conflict may arise between the interests of the Variable Account and one or more of the other separate accounts in which these underlying mutual funds participate.

Material conflicts may occur due to a change in law affecting the operations of variable life insurance policies and variable annuity contracts, or differences in the voting instructions of the Contract Owners and those of other companies. If a material conflict occurs, Nationwide will take whatever steps are necessary to protect Contract Owners and variable annuity payees, including withdrawal of the Variable Account from participation in the underlying mutual fund(s) involved in the conflict.

Substitution of Securities

Nationwide may substitute shares of another underlying mutual fund for shares already purchased or to be purchased in the future if either of the following occurs:

- (1) shares of a current underlying mutual fund are no longer available for investment; or
- (2) further investment in an underlying mutual fund is inappropriate.

Nationwide will not substitute shares of any underlying mutual fund in which the Sub-Accounts invest without any necessary prior approval of the appropriate state or federal regulatory authorities. All affected Contract Owners will be notified in the event there is a substitution of shares.

The substitute underlying mutual fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future purchase payments, or both. Nationwide may close Sub-Accounts to allocations of purchase payments or Contract Value, or both, at any time in its sole discretion. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts.

Deregistration of the Variable Account

Nationwide may deregister the Variable Account under the 1940 Act in the event the Variable Account meets an exemption from registration under the 1940 Act, if there are no shareholders in the separate account, or for any other purpose approved by the SEC.

No deregistration may take place without the prior approval of the SEC. All affected Contract Owners will be notified in the event Nationwide deregisters the Variable Account.

Contacting the Service Center

All inquiries, paperwork, information requests, service requests, and transaction requests should be made to the Service Center:

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182021, Columbus, Ohio 43218-2021
- by fax at 1-888-634-4472
- by Internet at www.nationwide.com.

Nationwide reserves the right to restrict or remove the ability to submit service requests via Internet, phone, or fax upon written notice.

Not all methods of communication are available for all types of requests. To determine which methods are permitted for a particular request, refer to the specific transaction provision in this prospectus or call the Service Center. Requests submitted by means other than described in this prospectus could be returned or delayed.

Service and transaction requests will generally be processed on the Valuation Date they are received at the Service Center as long as the request is in good order. Good order generally means that all necessary information to process the request is complete and in a form acceptable to Nationwide. If a request is not in good order, Nationwide will take reasonable actions to obtain the information necessary to process the request. Requests that are not in good order may be delayed or returned. Nationwide reserves the right to process any purchase payment or withdrawal request sent to a location other than the Service Center on the Valuation Date it is received at the Service Center. On any day the post office is closed, Nationwide is unable to retrieve service and transaction requests that are submitted by mail. This will result in a delay of the delivery of those requests to the Service Center.

Nationwide will use reasonable procedures to confirm that instructions are genuine and will not be liable for following instructions that it reasonably determined to be genuine. Nationwide may record telephone requests. Telephone and computer systems may not always be available. Any telephone system or computer can experience outages or slowdowns for a variety of reasons. The outages or slowdowns could prevent or delay processing. Although Nationwide has taken precautions to support heavy use, it is still possible to incur an outage or delay. To avoid technical difficulties, submit transaction requests by mail.

The Contract in General

In order to comply with the USA PATRIOT Act and rules promulgated thereunder, Nationwide has implemented procedures designed to prevent contracts described in this prospectus from being used to facilitate money laundering or the financing of terrorist activities. If mandated under applicable law, Nationwide may be required to reject a purchase payment and/or block a Contract Owner's account and thereby refuse to process any request for transfers, withdrawals, surrenders, loans or death benefits until instructions are received from the appropriate regulators. Nationwide may also be required to provide additional information about a Contract Owner or a Contract Owner's account to governmental regulators.

Due to state law variations, the options and benefits described in this prospectus may vary or may not be available depending on the state in which the contract is issued. Possible state law variations include, but are not limited to, minimum initial and subsequent purchase payment amounts, age issuance limitations, availability of certain investment

options, optional benefits, free look rights, annuity payment options, ownership and interests in the contract, assignment, and death benefit calculations. This prospectus describes all the material features of the contract. State variations are subject to change without notice at any time. To review a copy of the contract and any endorsements, contact the Service Center.

If the contract described in this prospectus is replacing another variable annuity, the mortality tables used to determine the amount of annuity payments for this contract may be less favorable than those in the contract being replaced. Additionally, upon replacement, all benefits accrued under the replaced contract are forfeited.

Except in certain circumstances involving fraud and where permitted by state law, Nationwide will not contest the contract after it has been in force during the lifetime of the Annuitant for two years after the date of contract issuance or effective date of certain contract changes, as defined in the contract.

Nationwide will not pay insurance proceeds directly to minors. Contact a legal advisor for options to facilitate the timely availability of monies intended for a minor's benefit.

The annuity described in this prospectus is intended to provide benefits to the individual(s) named in the contract and any named beneficiaries. It is not intended to be used by institutional investors, in connection with other Nationwide contracts that have the same Annuitant, or in connection with other Nationwide contracts that have different Annuitants, but the same Contract Owner. If Nationwide determines that the risks it intended to assume in issuing the contract have been altered by misusing the contract as described above, Nationwide reserves the right to take any action it deems necessary to reduce or eliminate the altered risk. Nationwide also reserves the right to take any action it deems necessary to reduce or eliminate altered risk resulting from materially false, misleading, incomplete, or otherwise deficient information provided by the Contract Owner.

These contracts are offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for any of the contractual insurance benefits and features guaranteed under the contracts. Certain features under this contract provide guarantees. *These guarantees are the sole responsibility of Nationwide*. Any guaranteed amount that exceeds the Contract Value is: (i) paid from Nationwide's General Account; and (ii) subject to the rights of Nationwide's creditors and ultimately, its overall claims paying ability.

In general, deferred variable annuities are long-term investments; they are not intended as short-term investments. The contracts associated with this prospectus are not intended to be sold to a terminally ill Contract Owner or Annuitant. Accordingly, Nationwide has designed the contract to offer features, pricing, and investment options that encourage long-term ownership. It is very important that Contract Owners and prospective purchasers understand all the costs associated with owning a contract, and if and how those costs change during the lifetime of the contract. Contract charges may not be the same in later Contract Years as they are in early Contract Years. The various contract charges are assessed in order to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

Cybersecurity

Nationwide's businesses are highly dependent upon its computer systems and those of its business partners. This makes Nationwide potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include direct risks, such as theft, misuse, corruption and destruction of data maintained by Nationwide, and indirect risks, such as denial of service, attacks on service provider websites and other operational disruptions that impede Nationwide's ability to electronically interact with service providers. Cyber-attacks affecting Nationwide, the underlying mutual funds, intermediaries, and other service providers may adversely affect Nationwide and Contract Values. In connection with any such cyber-attack, Nationwide and/or its service providers and intermediaries may be subject to regulatory fines and financial losses and/or reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying mutual funds invest, which may cause the underlying mutual funds to lose value. Although Nationwide undertakes substantial efforts to protect its computer systems from cyber-attacks, including internal processes and technological defenses that are preventative or detective, and other controls designed to provide multiple layers of security assurance, there can be no guarantee that Nationwide, its service providers, or the underlying mutual funds will avoid losses affecting contracts due to cyber-attacks or information security breaches in the future.

In the event that Contract Values are adversely affected as a result of the failure of Nationwide's cybersecurity controls, Nationwide will take reasonable steps to restore Contract Values to the levels that they would have been had the cyberattack not occurred. Nationwide will not, however, be responsible for any adverse impact to Contract Values that result from the Contract Owner or its designee's negligent acts or failure to use reasonably appropriate safeguards to protect against cyber-attacks.

Reservation of Rights

In addition to rights that Nationwide specifically reserves elsewhere in this prospectus, Nationwide reserves the right, subject to any applicable regulatory approvals, to perform any or all of the following:

- close Sub-Accounts to additional purchase payments on existing contracts or close Sub-Accounts for contracts purchased on or after specified dates. Changes of this nature will be made as directed by the underlying mutual funds or because Nationwide determines that the underlying mutual fund is no longer suitable (see *Identification* of Underlying Mutual Funds);
- make changes required by any change in the federal securities laws, including, but not limited to, the Securities
 Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other changes
 to the Securities and Exchange Commission's interpretation thereof;
- make any changes necessary to maintain the status of the contracts as annuities under the Internal Revenue Code;
- make any changes required by federal or state laws with respect to annuity contracts; and
- suspend or discontinue sale of the contracts. The decision to suspend or discontinue sale of the contracts is made at Nationwide's discretion. Any decision of this nature would not impact current Contract Owners.

Contract Owners will be notified of any resulting changes by way of a supplement to the prospectus.

Following is a discussion of some relevant factors that may be of particular interest to prospective investors.

Distribution, Promotional, and Sales Expenses

No commissions are paid to firms that sell the contracts. However, to the extent permitted by SEC and FINRA rules and other applicable laws and regulations, Nationwide may pay the selling firms a marketing allowance, which is based on the firm's ability and demonstrated willingness to promote and market Nationwide's products. How any marketing allowance is spent is determined by the firm, but generally will be used to finance firm activities that may contribute to the promotion and marketing of Nationwide's products, which may include but not be limited to providing conferences or seminars, sales or training programs, advertising and sales campaigns regarding the contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms.

Nationwide may also host training and/or educational meetings including the cost of travel, accommodations and meals for firms that sell the contracts as well as assist such firms with marketing or advertisement costs.

For more information on the exact compensation arrangement associated with this contract, consult your investment adviser or registered representative.

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

The underlying mutual funds incur expenses each time they sell, administer, or redeem their shares. The Variable Account aggregates Contract Owner purchase, redemption, and transfer requests and submits net or aggregated purchase/ redemption requests to each underlying mutual fund daily. The Variable Account (not the Contract Owners) is the underlying mutual fund shareholder. When the Variable Account aggregates transactions, the underlying mutual fund does not incur the expense of processing individual transactions it would normally incur if it sold its shares directly to the public. Nationwide incurs these expenses instead.

Nationwide also incurs the distribution costs of selling the contract (as discussed above), which benefit the underlying mutual funds by providing Contract Owners with Sub-Account options that correspond to the underlying mutual funds.

An investment adviser or subadviser of an underlying mutual fund or its affiliates may provide Nationwide or its affiliates with wholesaling services that assist in the distribution of the contract and may pay Nationwide or its affiliates to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the contract.

Types of Payments Nationwide Receives

In light of the above, the underlying mutual funds and their affiliates make certain payments to Nationwide or its affiliates (the "payments"). The amount of these payments is typically based on a percentage of assets invested in the underlying mutual funds attributable to the contracts and other variable contracts Nationwide and its affiliates issue, but in some cases may involve a flat fee. These payments are made for various purposes, including payments for the services provided and expenses incurred by the Nationwide companies in promoting, marketing and administering the contracts and underlying funds. Nationwide may realize a profit on the payments received.

Nationwide or its affiliates receive the following types of payments:

- Underlying mutual fund 12b-1 fees, which are deducted from underlying mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the underlying mutual fund, which may be deducted from underlying mutual fund assets; and
- Payments by an underlying mutual fund's adviser or subadviser (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee, which is deducted from underlying mutual fund assets and is reflected in mutual fund charges.

Furthermore, Nationwide benefits from assets invested in Nationwide's affiliated underlying mutual funds (*i.e.*, Nationwide Variable Insurance Trust) because its affiliates also receive compensation from the underlying mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services provided. Thus, Nationwide may receive more revenue with respect to affiliated underlying mutual funds than unaffiliated underlying mutual funds.

Nationwide took into consideration the anticipated mutual fund service fee payments from the underlying mutual funds when it determined the charges imposed under the contracts (apart from fees and expenses imposed by the underlying mutual funds). Without these mutual fund service fee payments, Nationwide would have imposed higher charges under the contract.

Amount of Payments Nationwide Receives

For the year end December 31, 2018, the underlying mutual fund service fee payments Nationwide and its affiliates received from the underlying mutual funds did not exceed 0.75% (as a percentage of the average Daily Net Assets invested in the underlying mutual funds) offered through the contract or other variable contracts that Nationwide and its affiliates issue. Payments from investment advisers or subadvisers to participate in educational and/or marketing activities have not been taken into account in this percentage.

Most underlying mutual funds or their affiliates have agreed to make payments to Nationwide or its affiliates, although the applicable percentages may vary from underlying mutual fund to underlying mutual fund and some may not make any payments at all. Because the amount of the actual payments Nationwide and its affiliates receive depends on the assets of the underlying mutual funds attributable to the contract, Nationwide and its affiliates may receive higher payments from underlying mutual funds with lower percentages (but greater assets) than from underlying mutual funds that have higher percentages (but fewer assets).

For contracts owned by an employer sponsored retirement plan subject to ERISA, upon a plan trustee's request, Nationwide will provide a best estimate of plan-specific, aggregate data regarding the amount of underlying mutual fund service fee payments Nationwide received in connection with the plan's investments either for the previous calendar year or plan year, if the plan year is not the same as the calendar year.

Identification of Underlying Mutual Funds

Nationwide may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, risk characteristics, investment capabilities, experience and resources, investment consistency, fund expenses, asset class coverage, the alignment of the investment objectives of the underlying mutual fund with Nationwide's hedging strategy, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, and the capability and qualification of each investment firm. Other factors Nationwide may consider during the identification process are: whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate; whether the underlying mutual fund or its service providers (e.g. the investment adviser or subadvisers), or its affiliates will make mutual fund service fee payments to Nationwide or its affiliates in connection with certain administrative, marketing, and support services; or whether affiliates of the underlying mutual fund can provide marketing and distribution support for sales of the contracts. For additional information on these arrangements, see *Types of*

Payments Nationwide Receives. Nationwide reviews the funds periodically and may remove a fund or limit its availability to new contributions and/or transfers of account value if Nationwide determines that a fund no longer satisfies one or more of the selection criteria, and/or if the fund has not attracted significant allocations from Contract Owners.

Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.

There may be underlying mutual funds with lower fees and expenses, as well as other variable contracts that offer underlying mutual funds with lower fees and expenses. The purchaser should consider all of the fees and charges of the contract in relation to its features and benefits when making a decision to invest. **Note:** Higher contract and underlying mutual fund fees and expenses have a direct effect on and may lower investment performance.

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of three to five years from the contract's Annuity Commencement Date or the date Nationwide becomes informed that a death benefit is due and payable. For example, if the payment of a death benefit has been triggered, but, if after a thorough search, Nationwide is still unable to locate the beneficiary of the death benefit, or the beneficiary does not come forward to claim the death benefit in a timely manner, the death benefit will be surrendered and placed in a non-interest bearing account. While in the non-interest bearing account, Nationwide will continue to perform due diligence required by state law. Once the state mandated period has expired, Nationwide will escheat the death benefit to the abandoned property division or unclaimed property office of the state in which the beneficiary or the Contract Owner last resided, as shown on Nationwide's books and records, or to Ohio, Nationwide's state of domicile. If a claim is subsequently made, the state is obligated to pay any such amount (without interest) to the designated recipient upon presentation of proper documentation.

To prevent escheatment, it is important to update beneficiary designations - including complete names, complete addresses, phone numbers, and social security numbers - as they change. Such updates should be sent to the Service Center.

Profitability

Nationwide does consider profitability when determining the charges in the contract. In early Contract Years, Nationwide does not anticipate earning a profit, since that is a time when administrative and distribution expenses are typically higher. Nationwide does, however, anticipate earning a profit in later Contract Years. In general, Nationwide's profit will be greater the higher the investment return and the longer the contract is held.

Contract Modification

Nationwide may modify the contract, but no modification will affect the amount or term of any contract unless a modification is required to conform the contract to applicable federal or state law. No modification will affect the method by which Contract Value is determined.

Standard Charges and Deductions

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.20% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Premium Taxes

Nationwide will charge against the Contract Value any premium taxes levied by a state or other government entity. Premium tax rates currently range from 0% to 5% and vary from state to state. This range is subject to change. Nationwide will assess premium taxes to the contract at the time Nationwide is assessed the premium taxes by the state. **Premium taxes may be deducted from death benefit proceeds**.

Optional Contract Benefits, Charges, and Deductions

For an additional charge, the following optional benefits are available to applicants.

One-Year Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge associated for this option. This option, and any charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

Note: For Contract Owners who have elected this option, if the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit calculation will be adjusted as described in the *Death Benefit Calculations* provision.

The practical effect of this formula is that, in down markets, the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In up markets, the formula is less likely to have a negative effect. In no event will the beneficiary receive less than the Contract Value.

The One-Year Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Optional Living Benefits

An applicant may elect one of the available optional living benefits under the contract at the time of application. If an applicant elects an optional living benefit, Nationwide will deduct an additional charge as applicable for the elected living benefit. The optional living benefits available under the contract include:

- For Contract Owners with applications signed on or after March 13, 2017, the 7% Nationwide Lifetime Income Rider designed for consumers at or near retirement who generally have a conservative risk tolerance and seek certainty of guaranteed lifetime income
- Nationwide Lifetime Income Track option a lower cost option designed for consumers with longer time horizons to invest and who generally have a moderate to aggressive risk tolerance to grow assets and provide for guaranteed lifetime income

Each of the optional living benefits has limitations and restrictions as discussed herein. Before selecting an optional living benefit, consult with a qualified financial advisor to determine which option is best based on the Contract Owner's individual financial situation and needs.

7% Nationwide Lifetime Income Rider

This Rider is available to Contract Owners with an application signed on or after March 13, 2017. The 7% Nationwide Lifetime Income (the "7% Nationwide L.inc") Rider provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be between 45 and 85 years old at the time of application. For contracts issued in the State of New York, the Contract Owner (or the Annuitant in the case of a non-natural Contract Owner) must be between age 50 and 85 at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the primary Annuitant as named on the application. The determining life may not be changed.

Availability

The 7% Nationwide Lifetime Income Rider is available under the contract at the time of application. Once elected, the 7% Nationwide L.inc Rider is irrevocable. The 7% Nationwide L.inc Rider is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiary (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the 7% Nationwide Lifetime Income Rider is elected, then the spouse may keep the 7% Nationwide L.inc Rider. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the RMD privilege discussed later in this section. The 7% Nationwide Lifetime Income Rider may not be elected if the Nationwide Lifetime Income Track option is elected.

7% Nationwide L.inc Rider Charge

In exchange for Lifetime Withdrawals, Nationwide will assess an annual charge not to exceed 1.50% of the Current Income Benefit Base. Currently, the charge for the 7% Nationwide Lifetime Income Rider is 1.20% of the Current Income Benefit Base. The current charge will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.50% of the Current Income Current Income Benefit Base.

The charge will be assessed on each Contract Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the 7% Nationwide L.inc Rider charge will not negatively impact calculations associated with other benefits elected or available under the contract.

Lifetime Income Rider Investment Requirements

Election of the 7% Nationwide L.inc Rider requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. For the list of available investment options, see *Income Benefit Investment Options*. Allocation requests to investment options other than those listed in the *Income Benefit Investment Options* section will not be honored; they will be treated as though no allocation request was submitted. If an investment option becomes unavailable to new Contract Owners electing this rider, Contract Owners who have already elected that investment option can still remain allocated to it.

Dollar Cost Averaging Programs for the 7% Nationwide Lifetime Income Rider are not available.

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the *Transfers Prior to Annuitization* provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Currently, subsequent purchase payments are permitted under the 7% Nationwide Lifetime Income Rider as long as the Contract Value is greater than \$0. Any subsequent purchase payments will increase the Current Income Benefit Base by the amount of the purchase payment submitted.

Nationwide reserves the right to reject subsequent purchase payments in the event subsequent purchase payments create a financial risk that Nationwide is unwilling to bear. This reservation of right may limit the amount a Contract Owner can invest in the contract. Contract Owners should consider this reservation of right when making the initial purchase payment. If Nationwide exercises its right to refuse purchase payments, the restriction will apply to all Contract Owners who have purchased the 7% Nationwide Lifetime Income Option and the entire purchase payment will be immediately returned to the Contract Owner in the same form in which it was received. Generally, Nationwide may invoke this right in times of instability in the United States economy. Nationwide will notify Contract Owners if subsequent purchase payments are no longer being accepted.

Determination of the Income Benefit Base Prior to the First Withdrawal

Upon contract issuance, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the benefit amount. The Current Income Benefit Base from the date of contract issuance until the first Lifetime Withdrawal will reflect any additional purchase payments, reset opportunities, and if elected, a Non-Lifetime Withdrawal, as described below.

Provided no withdrawals are taken from the contract, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greater of:

- (1) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary plus purchase payments submitted after that Contract Anniversary; or
- (2) *Roll-up Value*: the 7% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Original Income Benefit Base with Roll-up: the Original Income Benefit Base, plus 7% of the Original Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Subsequent Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, increased by simple interest (simple interest is interest that is calculated and paid only on the premium payments deposited and not on previously earned interest) at an annual rate of 7% each year from the date the subsequent purchase payments and/or are applied through the 10th Contract Anniversary; plus
 - (c) Subsequent Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary.

Contracts are eligible to take a Non-Lifetime Withdrawal. If a Non-Lifetime Withdrawal is taken on or before the 10th Contract Anniversary, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greatest of:

- (1) Adjusted Current Income Benefit Base: the Current Income Benefit Base immediately before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section;
- (2) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary on or after the Non-Lifetime Withdrawal, plus purchase payments submitted after that Contract Anniversary; or
- (3) *Roll-up Value*: the adjusted 7% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Adjusted Roll-up Income Benefit Base with Roll-up: the Adjusted Roll-up Income Benefit Base, plus 7% of the Adjusted Roll-up Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Subsequent Purchase Payments with Roll-up: the sum of the following calculations:
 - (aa) Before the Non-Lifetime Withdrawal: any purchase payments submitted after contract issuance and before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments are applied through the 10th Contract Anniversary; plus
 - (bb) After the Non-Lifetime Withdrawal and before the 10th Contract Anniversary: any purchase payments submitted on or after the Non-Lifetime Withdrawal and before the 10th Contract Anniversary, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments are applied through the 10th Contract Anniversary; plus
 - (c) Subsequent Purchase Payments with No Roll-up: any purchase payments submitted after the 10th Contract Anniversary.

See Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples for example calculations.

If a Non-Lifetime Withdrawal is taken after the 10th Contract Anniversary, the Current Income Benefit Base for the 7% Nationwide Linc Rider will equal the greatest of:

- (1) Adjusted Current Income Benefit Base: the Current Income Benefit Base immediately before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section;
- (2) *Roll-up Value*: the adjusted 7% roll-up amount, which is equal to the sum of the following calculations:
 - (a) Adjusted Roll-up Income Benefit Base with Roll-up: the Adjusted Roll-up Income Benefit Base, plus 7% of the Adjusted Roll-up Income Benefit Base for each Contract Anniversary up to and including the 10th Contract Anniversary; plus
 - (b) Subsequent Purchase Payments with Roll-up: any purchase payments submitted after contract issuance and before the 10th Contract Anniversary, proportionally reduced as described in the Non-Lifetime Withdrawal section, increased by simple interest at an annual rate of 7% each year from the date the subsequent purchase payments are applied through the 10th Contract Anniversary; plus
 - (c) Subsequent Purchase Payments with No Roll-up: the sum of the following calculations:
 - (aa) After the 10th Contract Anniversary and before the Non-Lifetime Withdrawal: any purchase payments submitted after the 10th Contract Anniversary and before the Non-Lifetime Withdrawal, proportionally reduced as described in the Non-Lifetime Withdrawal section; plus
 - (bb) *After the Non-Lifetime Withdrawal:* any purchase payments submitted on or after the Non-Lifetime Withdrawal; or
- (3) *Highest Contract Value*: the highest Contract Value on any Contract Anniversary after the 10th Contract Anniversary, plus purchase payments submitted after that Contract Anniversary.

See Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples for example calculations.

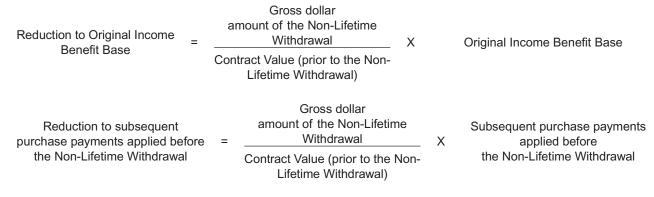
When a purchase payment is applied on a date other than a Contract Anniversary, simple interest is calculated using a prorated method based upon the number of days from the date of the purchase payment to the next Contract Anniversary. However, if at any time prior to the first Lifetime Withdrawal the Contract Value equals \$0, no additional purchase payments will be accepted and no further benefit base calculations will be made. The Current Income Benefit Base will be set equal to the benefit base calculated on the most recent Contract Anniversary minus adjustments made for excess withdrawals after that date, and the Lifetime Withdrawal Amount will be based on that Current Income Benefit Base. Since the roll-up is only calculated for the first 10 Contract Years or prior to the first Lifetime Withdrawal, whichever comes first, any purchase payments the Contract Owner makes during that time period will increase the Current Income Benefit Base more than purchase payments made after that time period.

Non-Lifetime Withdrawal

After the first Contract Anniversary, the Contract Owner may request a one-time withdrawal ("Non-Lifetime Withdrawal") without initiating the lifetime income benefit under the 7% Nationwide L.inc Rider. The Non-Lifetime Withdrawal will not lock in the Lifetime Withdrawal Percentage and will not stop the 7% simple interest roll-up. However, the Non-Lifetime Withdrawal will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. As with all withdrawals, a Non-Lifetime Withdrawal will reduce the Contract Value and death benefit. A Non-Lifetime Withdrawal cannot be taken after the Contract Owner initiates the Lifetime Withdrawals.

A Non-Lifetime Withdrawal will cause a reduction to three factors used to calculate the Lifetime Withdrawal Amount: (1) the Current Income Benefit Base; (2) the Original Income Benefit Base (resulting in the Adjusted Roll-up Income Benefit Base); and (3) Subsequent purchase payments applied before the Non-Lifetime Withdrawal. All three factors are reduced by a figure representing the proportional amount of the withdrawal, as follows:

Reduction to Current Income Benefit Base	=	Gross dollar amount of the Non-Lifetime Withdrawal Contract Value (prior to the Non- Lifetime Withdrawal)	Х	Current Income Benefit Base prior to the Non-Lifetime Withdrawal
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All Non-Lifetime Withdrawal requests must be made on a Nationwide form which is available by contacting the Service Center. If the Contract Owner requests a withdrawal without using the Nationwide form, the withdrawal request will be treated as a Lifetime Withdrawal request and will not be treated as a request for a Non-Lifetime Withdrawal (see *Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount*).

Lifetime Withdrawals

At any time after the 7% Nationwide L.inc Rider is elected, the Contract Owner may begin taking the lifetime income benefit by taking a Lifetime Withdrawal from the contract. Unless the Contract Owner requests a one-time Non-Lifetime Withdrawal, the first withdrawal under the contract constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees. Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the 7% roll-up amount terminates and the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. Additional purchase payments submitted after the first Lifetime Withdrawal from the contract will increase the Current Income Benefit Base by the amount of the purchase payment.

The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal.

For contracts with applications signed on or after May 1, 2019, the Lifetime Withdrawal Percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-182494).

For contracts with applications signed prior to May 1, 2019, see Appendix E: Historical Rates and Percentages.

For contracts that elect the Joint Option for the 7% Nationwide Lifetime Income Rider, the Lifetime Withdrawal Percentages will be equal to or less than the Lifetime Withdrawal Percentages for the 7% Nationwide Linc Rider.

Note: The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements.** Contract Owners who elect not to take minimum required distributions from this contract, *i.e.*, they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.

At the time of the first Lifetime Withdrawal and on each Contract Anniversary thereafter, the Lifetime Withdrawal Percentage is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Contract Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization.

The Contract Owner can elect to set up Systematic Withdrawals or can request each Lifetime Withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (discussed herein) that will reduce the Current Income Benefit Base. Although Lifetime Withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

The Contract Owner is permitted to withdraw Contract Value in excess of that year's Lifetime Withdrawal Amount provided that the Contract Value is greater than \$0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

- (1) the dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or
- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

dollar amount of the excess withdrawalXContract Value (reduced by the amountXof the Lifetime Withdrawal Amount withdrawn)

Current Income Benefit Base prior to the withdrawal

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege does not apply to beneficially owned contracts. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least $70\frac{1}{2}$ years old as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Once the Contract Value falls to \$0, the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option the only income stream producing benefit remaining in the contract.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Contract Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until Nationwide changes either the current charge for or the list of permitted investment options associated with the 7% Nationwide L.inc Rider.

In the event the current charge for or the list of permitted investment options of the 7% Nationwide L.inc Rider changes, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Contract Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the 7% Nationwide L.inc Rider; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Contract Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the 7% Nationwide L.inc Rider will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the 7% Nationwide L.inc Rider by notifying Nationwide as to such election.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the 7% Nationwide L.inc Rider will terminate.

Death of Determining Life

For contracts with no Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the *Death Benefits* provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed as described in *Appendix C: Contract Types and Tax Information*.

For contracts with the Joint Option for the 7% Nationwide Lifetime Income Rider, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the 7% Nationwide Linc Rider which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and the Spousal Protection feature.

Tax Treatment

Although the tax treatment for Lifetime Withdrawals under withdrawal benefits such as the 7% Nationwide Linc Rider is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the Lifetime Withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the Lifetime Withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the Lifetime Withdrawal will be reported as a taxable distribution.

For any Lifetime Withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the Lifetime Withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, Lifetime Withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Automatic Termination of the 7% Nationwide L.inc Rider

Upon termination of the 7% Nationwide L.inc Rider, Nationwide will no longer assess the charge associated with this option, and all benefits associated with the Nationwide 7% L.inc Rider will terminate. In the following instances, the 7% Nationwide L.inc Rider will automatically terminate:

- (1) When withdrawals are taken in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to \$0;
- (2) On the Annuitization Date;
- (3) Upon the death of the determining life for contracts with no Joint Option; or
- (4) Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), except as follows:

- (a) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (b) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;
- (c) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or
- (d) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Nationwide will provide notice to Contract Owners prior to processing a change in ownership or assignment that will automatically terminate the 7% Nationwide L.inc Rider. Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the benefit associated with the 7% Nationwide L.inc Rider.

Nationwide Lifetime Income Track Option

After the Contract Owner reaches age 59½ (or if the Joint Option is elected, both spouses reach age 59½) (the "Withdrawal Start Date"), the Nationwide Lifetime Income Track option provides for Lifetime Withdrawals, up to a certain amount each year, even after the Contract Value is \$0, provided that the Contract Owner does not deplete the Current Income Benefit Base by taking early or excess withdrawals and does not make certain assignments or Contract Owner changes. Investment restrictions apply. The age of the person upon which the benefit depends (the "determining life") must be 85 or younger at the time of application. For most contracts, the determining life is that of the Contract Owner. For those contracts where the Contract Owner is a non-natural person, for purposes of this option, the determining life is that of the Annuitant, and all references in this option to "Contract Owner" shall mean Annuitant. If, in addition to the Annuitant, a Co-Annuitant or joint annuitant has been elected, the determining life will be that of the younger Annuitant. The determining life may not be changed.

Availability

The Nationwide Lifetime Income Track option is available under the contract at the time of application. Once elected, the Nationwide Lifetime Income Track option is not available on beneficially owned contracts – those contracts that are inherited by a beneficiary and the beneficiary continues to hold the contract as a beneficiarly (as opposed to treating the contract as his/her own) for tax purposes. However, if such contract becomes beneficially owned by the spouse of the Contract Owner, and the Joint Option for the Nationwide Lifetime Income Track option. However, once a contract becomes beneficially owned, the contract will not receive the benefit of the required minimum distribution privilege (see "RMD Privilege"). The Nationwide Lifetime Income Track option cannot be elected if the 7% Nationwide Lifetime Income Rider is elected.

Nationwide Lifetime Income Track Charge

In exchange for this lifetime withdrawal benefit, Nationwide will assess an annual charge not to exceed 1.50% of the Current Income Benefit Base. The current charge for the Nationwide Lifetime Income Track option is 0.80% of the Current Income Benefit Base. The current charge associated with the Nationwide Lifetime Income Track option will not change, except, possibly, upon the Contract Owner's election to reset the benefit base, as discussed herein. If the current charge does change, it will not exceed the maximum charge of 1.50% of the Current Income Benefit Base.

The charge will be assessed on each Nationwide Lifetime Income Track Anniversary and will be deducted via redemption of Accumulation Units. The charge will be assessed until annuitization. A prorated charge will also be deducted upon full surrender of the contract. Accumulation Units will be redeemed proportionally from each Sub-Account in which the Contract Owner is invested at the time the charge is taken. Amounts redeemed as the Nationwide Lifetime Income Track option charge will not negatively impact calculations associated with other benefits elected or available under the contract.

Lifetime Income Option Investment Requirements

Election of the Nationwide Lifetime Income Track option requires that the Contract Owner, until annuitization, allocate the entire Contract Value to a limited set of investment options currently available in the contract. For the list of investment options available under the Nationwide Lifetime Income Track option, see "Income Benefit Investment Options." Allocation requests to investment options other than those listed in the "Income Benefit Investment Options" section will not be honored; they will be treated as though no allocation request was submitted.

Dollar Cost Averaging programs for the Nationwide Lifetime Income Track option are not available.

Transfers Among Permitted Investment Options

The Contract Owner may reallocate the Contract Value among the limited set of investment options in accordance with the "Transfers Prior to Annuitization" provision. The Contract Owner may reallocate the Contract Value within the Custom Portfolio Asset Rebalancing Service in accordance with that provision. Additionally, Contract Owners may change from the Custom Portfolio Asset Rebalancing Service to the permitted investment options, and vice versa.

Subsequent Purchase Payments

Subsequent purchase payments are permitted under the Nationwide Lifetime Income Track option as long as the Contract Value is greater than \$0. There may be instances where a subsequent purchase payment creates a financial risk that Nationwide is unwilling to bear. If this occurs, Nationwide may exercise its right to refuse subsequent purchase payments which total in aggregate \$50,000 or more in any calendar year. The \$50,000 threshold will take into consideration all contracts issued by Nationwide to a particular Contract Owner or using the same determining life. If Nationwide exercises this right to refuse a purchase payment, the entire purchase payment that causes the aggregate amount to exceed \$50,000 will be immediately returned to the Contract Owner in the same form in which it was received. Generally, Nationwide may invoke this right in times of economic instability. Contract Owners may contact the Service Center to find out if Nationwide will accept a particular subsequent purchase payment.

Determination of the Income Benefit Base Prior to the First Lifetime Withdrawal

Upon election of the Nationwide Lifetime Income Track option, the Original Income Benefit Base is equal to the Contract Value. Thereafter, Nationwide tracks, on a continuous basis, the Current Income Benefit Base which is used to calculate the Lifetime Withdrawal Amount.

The Current Income Benefit Base for the Nationwide Lifetime Income Track option will equal the highest Contract Value on any Nationwide Lifetime Income Track Anniversary (unless the Contract Owner cancels this automatic reset feature as described in "Reset Opportunities") adjusted by the following:

- (1) Additional purchase payments submitted after the Nationwide Lifetime Income Track option is elected. Additional purchase payments will result in an immediate increase to the Current Income Benefit Base equal to the dollar amount of the additional purchase payment(s).
- (2) Early withdrawals, which are withdrawals taken from the contract prior to the Withdrawal Start Date. Early withdrawals will result in a decrease to the Current Income Benefit Base. The amount of that decrease will be the greater of (a) or (b), where:
- (a) = the dollar amount of the early withdrawal; and
- (b) = a figure representing the proportional amount of the early withdrawal. This amount is determined by the following formula:

Gross dollar amount of the early withdrawal	х	Current Income Benefit Base
Contract Value		prior to the withdrawal

In situations where the Contract Value exceeds the existing Current Income Benefit Base, early withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, early withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

(3) If requested, a one-time Non-Lifetime Withdrawal. A Non-Lifetime Withdrawal will result in a decrease to the Current Income Benefit Base. The amount of that decrease will be a figure representing the proportional amount of the Non-Lifetime Withdrawal. This amount is determined by the following formula:

> Gross dollar amount of the <u>Non-Lifetime Withdrawal</u> Contract Value

If at any time prior to the first Lifetime Withdrawal the Contract Value equals \$0, no additional purchase payments will be accepted and no further benefit base calculations will be made.

Non-Lifetime Withdrawal

After the later of the first Nationwide Lifetime Income Track Anniversary or the Withdrawal Start Date, the Contract Owner may request a one-time withdrawal ("Non-Lifetime Withdrawal") without initiating the lifetime income benefit under the Nationwide Lifetime Income Track option. **The Non-Lifetime Withdrawal will not lock in the Lifetime Withdrawal Percentage.** However, the Non-Lifetime Withdrawal will reduce the Current Income Benefit Base by the proportional amount of the withdrawal. The proportional amount of the withdrawal is determined by the following formula:

Gross dollar amount of the <u>Non-Lifetime Withdrawal</u> Contract Value

All Non-Lifetime Withdrawal requests must be made on a Nationwide form which is available by contacting the Service Center. If the Contract Owner requests a withdrawal without using the Nationwide form, the withdrawal request will be treated as a Lifetime Withdrawal request and will not be treated as a request for a Non-Lifetime Withdrawal (see *Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount*).

A Non-Lifetime Withdrawal cannot be taken after the Contract Owner initiates the Lifetime Withdrawals.

Lifetime Withdrawals

Contract Owner's Age

Contract Oursen's Area

At any time after the Withdrawal Start Date, the Contract Owner may begin taking the lifetime income benefit by taking a withdrawal from the contract. Unless the Contract Owner requests a one-time Non-Lifetime Withdrawal, the first withdrawal after the Withdrawal Start Date constitutes the first Lifetime Withdrawal, even if such withdrawal is taken to meet minimum distribution requirements under the Internal Revenue Code or is taken to pay advisory or investment management fees. Nationwide will surrender Accumulation Units proportionally from the Sub-Accounts as of the date of the withdrawal request. As with any withdrawal, Lifetime Withdrawals reduce the Contract Value and consequently, the amount available for annuitization.

At the time of the first Lifetime Withdrawal, the Current Income Benefit Base is locked in and will not change unless the Contract Owner takes excess withdrawals, elects a reset opportunity (both discussed later in this provision), or submits additional purchase payments. As long as the Nationwide Lifetime Income Track option is in effect, additional purchase payments submitted after the first Lifetime Withdrawal will increase the Current Income Benefit Base by the amount of the purchase payment.

Simultaneously, the Lifetime Withdrawal Percentage is determined as indicated in the following tables:

If the first Lifetime Withdrawal is taken prior to fifth Nationwide Lifetime Income Track Anniversary:

(at time of first Lifetime Withdrawal)	59½ through 64	65 through 74	75 through 80	81 and older
Lifetime Withdrawal Percentage	4.00%	4.50%	5.00%	5.50%

If the first Lifetime Withdrawal is taken on or after the fifth Nationwide Lifetime Income Track Anniversary:

(at time of first Lifetime Withdrawal)	59½ through 64	65 through 74	75 through 80	81 and older
Lifetime Withdrawal Percentage	4.50%	5.00%	5.50%	6.00%

For contracts that elect the Joint Option for the Nationwide Lifetime Income Track option, the Lifetime Withdrawal Percentages will be less than the Lifetime Withdrawal Percentages above (see "Joint Option for the Nationwide Lifetime Income Track").

A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal from the contract prior the fifth Nationwide Lifetime Income Track Anniversary and prior to age 81. **Note:** The Internal Revenue Code requires that IRAs, SEP IRAs, Simple IRAs, and Investment-Only Contracts begin distributions no later than April 1 of the calendar year following the calendar year in which the Contract Owner reaches age 70½. **Contract Owners subject to minimum required distribution rules may not be able to take advantage of the Lifetime Withdrawal Percentages available at higher age bands if distributions are taken from the contract to meet these Internal Revenue Code requirements. Contract Owners who elect not to take minimum required distributions from this contract, i.e., they take minimum required distributions from other sources, may be able to take advantage of Lifetime Withdrawal Percentages at the higher age bands. Consult a qualified tax advisor for more information.**

At the time of the first Lifetime Withdrawal and on each Nationwide Lifetime Income Track Anniversary thereafter, the Lifetime Withdrawal Percentage (which remains the same) is multiplied by the Current Income Benefit Base to determine the Lifetime Withdrawal Amount for that year. The Lifetime Withdrawal Amount is the maximum amount that can be withdrawn from the contract before the next Nationwide Lifetime Income Track Anniversary without reducing the Current Income Benefit Base. The ability to withdraw the Lifetime Withdrawal Amount will continue until the earlier of the Contract Owner's death or annuitization (assuming the Current Income Benefit Base is not depleted and the option remains in force).

The Contract Owner can elect to set up Systematic Withdrawals or can request each withdrawal separately. All Lifetime Withdrawal requests must be made on a Nationwide form available by contacting the Service Center.

Each year's Lifetime Withdrawal Amount is non-cumulative. A Contract Owner cannot take a previous year's Lifetime Withdrawal Amount in a subsequent year without causing an excess withdrawal (see below) that will reduce the Current Income Benefit Base. Although withdrawals up to the Lifetime Withdrawal Amount do not reduce the Current Income Benefit Base, they do reduce the Contract Value and the death benefit.

Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount

After the Withdrawal Start Date, the Contract Owner is permitted to withdraw Contract Value in excess of the Lifetime Withdrawal Amount provided that the Contract Value is greater than \$0. Withdrawals in excess of the Lifetime Withdrawal Amount will reduce the Current Income Benefit Base, and consequently, the Lifetime Withdrawal Amount calculated for subsequent years. In the event of excess withdrawals, the Current Income Benefit Base will be reduced by the greater of:

- (1) the gross dollar amount of the withdrawal in excess of the Lifetime Withdrawal Amount; or
- (2) a figure representing the proportional amount of the withdrawal. This amount is determined by the following formula:

Gross dollar amount of the Current Income excess withdrawal X Benefit Base Contract Value (reduced by the amount of the Lifetime Withdrawal Amount withdrawn)

In situations where the Contract Value exceeds the existing Current Income Benefit Base, excess withdrawals will typically result in a dollar amount reduction to the new Current Income Benefit Base. In situations where the Contract Value is less than the existing Current Income Benefit Base, excess withdrawals will typically result in a proportional reduction to the new Current Income Benefit Base.

The extent to which excess withdrawals negatively impact the overall benefit received under the Nationwide Lifetime Income Track option depends on market conditions and other factors that are specific to each contract. Consult with an advisor to determine what is best for you based on your individual financial situation and needs.

Once the Contract Value falls to \$0 (which could result from Contract Owner withdrawals, market performance, charges, or any combination thereof), the Contract Owner is no longer permitted to submit additional purchase payments or take withdrawals in excess of the Lifetime Withdrawal Amount. Additionally, there is no Contract Value to annuitize, making the payment of the benefit associated with this option the only income stream producing benefit remaining in the contract.

Note: If the Contract Value falls to \$0 as a result of an excess withdrawal, the Current Income Benefit Base will be reduced to \$0 and the contract will terminate.

RMD Privilege

Currently, Nationwide allows for an "RMD privilege" whereby Nationwide permits a Contract Owner to withdraw Contract Value in excess of the Lifetime Withdrawal Amount without reducing the Current Income Benefit Base if such excess withdrawal is for the sole purpose of meeting Internal Revenue Code required minimum distributions for this contract. This RMD privilege does not apply to beneficially owned contracts. In order to qualify for the RMD privilege, the Contract Owner must:

- (1) be at least 701/2 years old as of the date of the request;
- (2) own the contract as an IRA, SEP IRA, Simple IRA, or Investment-Only Contract; and
- (3) submit a completed administrative form in advance of the withdrawal to the Service Center.

Nationwide reserves the right to modify or eliminate the RMD privilege if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If Nationwide exercises this right, Nationwide will provide notice to Contract Owners and any withdrawal in excess of the Lifetime Withdrawal Amount will reduce the remaining Current Income Benefit Base.

Difference between Early Withdrawals and Excess Withdrawals

Early withdrawals and excess withdrawals vary in their impact on the Current Income Benefit Base.

Early withdrawals are taken before the Withdrawal Start Date and the entire amount of the early withdrawal is considered when calculating the reduction to the Current Income Benefit Base.

Excess withdrawals are taken after the Withdrawal Start Date, when the Contract Owner takes withdrawals in excess of the Lifetime Withdrawal Amount, and only the amount in excess of the Lifetime Withdrawal Amount is considered when calculating the reduction to the Current Income Benefit Base.

This means that early withdrawals will have a greater overall negative impact on the Current Income Benefit Base than excess withdrawals, because early withdrawals will impact the Current Income Benefit Base in their entirety, where excess withdrawals will only impact the Current Income Benefit Base by the amount of the withdrawal that was in excess of the Lifetime Withdrawal Amount.

Reset Opportunities

Nationwide offers an automatic reset of the Current Income Benefit Base. If, on any Nationwide Lifetime Income Track Anniversary, the Contract Value exceeds the Current Income Benefit Base, Nationwide will automatically reset the Current Income Benefit Base to equal that Contract Value. This higher amount will be the new Current Income Benefit Base. This automatic reset will continue until the first Lifetime Withdrawal. After the first Lifetime Withdrawal, the automatic reset will continue until Nationwide changes either the current charge for or the list of permitted investment options associated with the Nationwide Lifetime Income Track option.

In the event the current charge for or the list of permitted investment options of the Nationwide Lifetime Income Track option changes after the first Lifetime Withdrawal, the reset opportunities still exist, but are no longer automatic. An election to reset the Current Income Benefit Base must be made by the Contract Owner to Nationwide. On or about each Nationwide Lifetime Income Track Anniversary, Nationwide will provide the Contract Owner with information necessary to make this determination. Specifically, Nationwide will provide: the Contract Value; the Current Income Benefit Base; the current terms and conditions associated with the Nationwide Lifetime Income Track option; and instructions on how to communicate an election to reset the benefit base.

If the Contract Owner elects to reset the Current Income Benefit Base, it will be at the then current terms and conditions of the option as described in the most current prospectus. If Nationwide does not receive a Contract Owner's election to reset the Current Income Benefit Base within 60 days after the Nationwide Lifetime Income Track Anniversary, Nationwide will assume that the Contract Owner does not wish to reset the Current Income Benefit Base. If the Current Income Benefit Base is not reset, it will remain the same and the terms and conditions of the Nationwide Lifetime Income Track option will not change (as applicable to that particular contract).

Contract Owners may cancel the automatic reset feature of the Nationwide Lifetime Income Track option by notifying Nationwide as to such election.

Settlement Options

For contracts issued on or after September 1, 2015, the Settlement Options described below are not available. For contracts issued before September 1, 2015, when a Contract Owner's Contract Value falls to \$0 and there is still a positive Current Income Benefit Base, Nationwide will provide the Contract Owner with settlement options. Specifically, Nationwide will provide a notification to the Contract Owner describing the following three options, along with instructions on how to submit the election to Nationwide:

- (1) The Contract Owner can take annual withdrawals of the Lifetime Withdrawal Amount until the death of the Contract Owner (or, if the Joint Option is elected, until the death of the spouse);
- (2) The Contract Owner can elect the Age Based Lump Sum Settlement Option, as described below; or
- (3) If the Contract Owner qualifies after a medical examination, the Contract Owner can elect the Underwritten Lump Sum Settlement Option, as described below.

The options above each result in a different amount ultimately received under the Nationwide Lifetime Income Track option. The Underwritten Lump Sum Settlement Option will generally pay a larger amount than the Age Based Lump Sum Settlement Option when a Contract Owner is healthier than the normal population. Regardless of age or health, the Underwritten Lump Sum Settlement Option amount will never be less than the Age Based Lump Sum Settlement Option amount. Election of the Age Based Lump Sum Settlement Option enables the Contract Owner to receive payment without a medical exam, which could potentially delay payment. Before selecting a settlement option, consult with a qualified financial advisor to determine which option is best for you based on your individual financial situation and needs.

The Contract Owner will have 60 days from the date of Nationwide's notification letter to make an election ("Notification Period"). Once the Contract Owner makes an election, the election is irrevocable. If the Contract Owner is receiving Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will continue sending Systematic Withdrawals of the full amount of the Lifetime Withdrawal Amount to the Contract Owner. If the Contract Owner had requested Systematic Withdrawals of only a portion of the Lifetime Withdrawal Amount prior to the notice, Systematic Withdrawals will continue, but Nationwide will increase the Lifetime Withdrawals to the full amount of the Lifetime Withdrawal Amount.

If the Contract Owner is not taking Systematic Withdrawals of the Lifetime Withdrawal Amount and does not make an election within the Notification Period, Nationwide will initiate Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner and will begin mailing to the Contract Owner on an annual basis an amount equal to the Lifetime Withdrawal Amount. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawals of the Lifetime Withdrawal Amount on behalf of the Contract Owner, it will be irrevocable. If Nationwide initiates Systematic Withdrawal Amount will be sent on the next business day following the Notification Period ("Settlement Payment Date"). Nationwide will then send the Contract Owner the Lifetime Withdrawal Amount annually on the anniversary of the Settlement Payment Date (or the next business day if the anniversary of the Settlement Payment Date does not fall on a business day). Nationwide will mail a check to the Contract Owner's address on record. The Contract Owner may contact the Service Center at any time to change the frequency of the Systematic Withdrawals.

Note: In any event, if the Contract Owner does not make an election within the Notification Period, Nationwide will send the Contract Owner the full amount of the Lifetime Withdrawal Amount to which he/she is entitled to each year. There may be tax consequences if Nationwide increases or initiates the Lifetime Withdrawals on behalf of a Contract Owner. Consult a qualified tax advisor.

<u>Age Based Lump Sum Settlement Option.</u> Under the Age Based Lump Sum Settlement Option, in lieu of taking withdrawals of the annual Lifetime Withdrawal Amount, Nationwide will pay the Contract Owner a lump sum equal to the Contract Owner's most recently calculated Lifetime Withdrawal Amount multiplied by the Annual Benefit Multiplier listed below:

Contract Owner's Age (as of the date the Age Based Lump <u>Sum Option is elected)</u>	Annual Benefit Multiplier
Up to Age 70	5.5
71-75	4.5
76-80	3.5
81-85	2.5
86-90	2.0
91-95	1.5
96+	1.0

For contracts that have elected the Joint Option for the Nationwide Lifetime Income Track option, if both spouses are living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the younger spouse minus three years to determine the Annual Benefit Multiplier (which may result in a higher Annual Benefit Multiplier and a larger benefit under this option). If only one spouse is living on the date the Age Based Lump Sum Settlement Option is elected, Nationwide will use the age of the living spouse to determine the Annual Benefit Multiplier.

<u>Underwritten Lump Sum Settlement Option.</u> Under the Underwritten Lump Sum Settlement Option, in lieu of taking withdrawals of the Lifetime Withdrawal Amount, for those who qualify based on a medical exam, Nationwide will pay the Contract Owner a lump sum based upon the attained age, sex, and health of the Contract Owner (and spouse if the Joint Option for the Nationwide Lifetime Income Track option is elected). Nationwide will provide the Contract Owner with a medical examination form, which must be completed by a certified physician chosen by the Contract Owner. Upon completion of underwriting by Nationwide, the lump sum settlement amount (determined as of the date that Nationwide received all of the necessary information) is issued to the Contract Owner.

Annuitization

If the Contract Owner elects to annuitize the contract, this option will terminate. Specifically, the charge associated with the option will no longer be assessed and all benefits associated with the Nationwide Lifetime Income Track option will terminate.

Death of Determining Life

For contracts with no Joint Option, upon the death of the determining life, the benefits associated with the option terminate. If the Contract Owner is also the Annuitant, the death benefit will be paid in accordance with the "Death Benefits" provision. If the Contract Owner is not the Annuitant, the Contract Value will be distributed in accordance with the "Required Distributions" section of "Appendix C: Contract Types and Tax Information."

For contracts with the Joint Option, upon the death of the determining life, the surviving spouse continues to receive the same benefit associated with the Nationwide Lifetime Income Track option which had been received by the deceased spouse, for the remainder of the survivor's lifetime. The Contract Value will reflect the death benefit and Spousal Protection Feature.

Tax Treatment

Although the tax treatment for withdrawals under withdrawal benefits such as the Nationwide Lifetime Income Track option is not clear, Nationwide will treat a portion of each Lifetime Withdrawal as a taxable distribution, as follows:

First, Nationwide determines which is greater: (1) the Contract Value immediately before the withdrawal; or (2) the Lifetime Withdrawal Amount immediately before the withdrawal. That amount (the greater of (1) or (2)) minus any remaining investment in the contract at the time of the withdrawal will be reported as a taxable distribution.

For any withdrawal taken when the Contract Value is less than or equal to the total investment in the contract, Nationwide treats the withdrawal as a tax-free return of investment until the entire investment in the contract has been received tax-free. Once the entire investment in the contract has been received tax-free, withdrawals will be reported as taxable distributions. Consult a qualified tax advisor.

Automatic Termination of Nationwide Lifetime Income Track

Upon termination of the Nationwide Lifetime Income Track option, Nationwide will no longer assess the charge associated with this option, and all benefits associated with the Nationwide Lifetime Income Track option will terminate. In the following instances, the Nationwide Lifetime Income Track option will automatically terminate:

- (1) when withdrawals are taken in excess of the Lifetime Withdrawal Amount that reduce the Current Income Benefit Base to \$0;
- (2) on the Annuitization Date;
- (3) upon the death of the determining life for contracts with no Joint Option; or
- (4) where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), except as follows:
 - (1) the new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
 - (2) ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;
 - (3) the assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or
 - (4) the change is merely the removal of a Contract Owner where the contract is jointly owned.

Nationwide will provide notice to Contract Owners prior to processing a change in ownership or assignment that will automatically terminate the Nationwide Lifetime Income Track option. Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the benefit associated with the Nationwide Lifetime Income Track option.

Joint Option for the 7% Nationwide Lifetime Income Rider

At the time the 7% Nationwide Lifetime Income ("7% Nationwide L.inc") Rider is elected (at time of application), the Contract Owner may elect the Joint Option for the 7% Nationwide Lifetime Income Rider ("Joint Option") (not available for contracts issued as Charitable Remainder Trusts). The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the 7% Nationwide L.inc Rider, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the *Marriage Termination* section. If the Joint Option is elected, the determining life for purposes of the 7% Nationwide L.inc Rider will be that of the younger spouse.

The annual charge for the Joint Option will not exceed 0.40% of the Current Income Benefit Base. The charge will be assessed until annuitization. For contracts issued on or after January 14, 2013, or the date of state approval (whichever is later), the charge for the Joint Option is 0.30% of the Current Income Benefit Base. For contracts issued before January 14, 2013, or the date of state approval (whichever is later), there is no charge for the Joint Option. If the Contract Owner elects the Joint Option, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the 7% Nationwide L.inc Rider.

For contracts with applications signed on or after May 1, 2019, the Lifetime Withdrawal Percentages for the Joint Option are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you. The Rate Sheet Supplement discloses the Lifetime Withdrawal Percentages that are applicable during certain periods of time. In order to receive the applicable Lifetime Withdrawal Percentages stated in a Rate Sheet Supplement, the application must be signed and received in good order by Nationwide within the stated time period during which such withdrawal percentages will be applicable. Lifetime Withdrawal Percentages applicable in time periods other than the time period when the application is signed are not applicable to the contract. Nationwide reserves the right to change the Lifetime Withdrawal Percentages at any time; however, Nationwide will not change the Lifetime Withdrawal Percentages for contracts once issued. *You should not purchase the contract without first obtaining the applicable Rate Sheet Supplement that contains the Lifetime Withdrawal Percentages that are applicable at the time.* All Rate Sheet Supplements are available by contacting the Service Center, and also are available on the EDGAR system at www.sec.gov (file number: 333-182494).

For contracts with applications signed prior to May 1, 2019, see Appendix E: Historical Rates and Percentages.

To be eligible for the Joint Option, the following conditions must be met:

- (1) Both spouses must be between 45 and 85 years old at the time of application. In New York, both spouses must be between age 50 and 85 at the time of application;
- (2) Both spouses must be at least age 45 before either spouse is eligible to begin withdrawals. In New York, both spouses must be between age 50 and 85 at the time of application. Note: the Internal Revenue Code imposes a penalty tax if a distribution is made before the Contract Owner reaches age 59½ unless certain exceptions are met (see Appendix C: Contract Types and Tax Information);
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the 7% Nationwide Linc Rider. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefit.

Marriage Termination

If, prior to taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking any withdrawals from the contract, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

- (1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;
- (2) the contract is annuitized;
- (3) after the first withdrawal, the marriage terminates due to divorce, dissolution, or annulment; or
- (4) the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary is changed.

Additionally, in the situations described in (1), (3), and (4) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Joint Option for the Nationwide Lifetime Income Track Option

At the time the Nationwide Lifetime Income Track option is elected (at time of application), the Contract Owner may elect the Joint Option for the Nationwide Lifetime Income Track option ("Joint Option"). The Joint Option is not available for contracts issued as Charitable Remainder Trusts. The Joint Option allows a surviving spouse to continue to receive, for the duration of his/her lifetime, the benefit associated with the Nationwide Lifetime Income Track option, provided certain conditions are met. Once the Joint Option is elected, it may not be removed from the contract, except as provided in the "Marriage Termination" section.

The annual charge for the Joint Option will not exceed 0.40% of the Current Income Benefit Base. The charge will be assessed until annuitization. Currently, the charge for the Joint Option is 0.15% of the Current Income Benefit Base.

If the Contract Owner elects the Joint Option, Nationwide will reduce the Lifetime Withdrawal Percentages associated with the Nationwide Lifetime Income Track option as follows:

If the first Lifetime Withdrawal is taken prior to the fifth Nationwide Lifetime Income Track Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	59½ through 64	65 through 74	75 through 80	81 and older
Lifetime Withdrawal Percentage	3.75%	4.25%	4.75%	5.25%

If the first Lifetime Withdrawal is taken on or after the fifth Nationwide Lifetime Income Track Anniversary:

Contract Owner's Age (at time of first Lifetime Withdrawal)	59½ through 64	65 through 74	75 through 80	81 and older
Lifetime Withdrawal Percentage	4.25%	4.75%	5.25%	5.75%

If the Contract Owner elects the Joint Option, the Lifetime Withdrawal Percentage will be based on the age of the younger spouse as of the date of the first Lifetime Withdrawal from the contract.

To be eligible for the Joint Option, the following conditions must be met:

- (1) Both spouses must be age 85 or younger at the time of application;
- (2) Both spouses must be at least age 59½ before either spouse is eligible to begin Lifetime Withdrawals;
- (3) If the Contract Owner is a non-natural person, both spouses must be named as Co-Annuitants;
- (4) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as IRAs and Roth IRAs, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (5) Both spouses must be named as primary beneficiaries;
- (6) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary; and
- (7) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for IRA and Roth IRA contracts, this person must be the Contract Owner).

Note: The Joint Option is distinct from the Spousal Protection Feature associated with the death benefits. The Joint Option allows a surviving spouse to continue receiving the Lifetime Withdrawals associated with the Nationwide Lifetime Income Track option. In contrast, the Spousal Protection Feature is a death benefit bump-up feature associated with the death benefits.

Marriage Termination

If, prior to taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may remove the Joint Option from the contract. Nationwide will remove the benefit and the associated charge after the Contract Owner submits to the Service Center a written request and evidence of the marriage termination satisfactory to Nationwide. In addition, the reduction to the Lifetime Withdrawal Percentages will no longer apply and the Lifetime Withdrawal Percentages will be those that would have applied if the Joint Option had never been elected. Once the Joint Option is removed from the contract, the benefit may not be re-elected or added to cover a subsequent spouse.

If, after taking the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment, the Contract Owner may not remove the Joint Option from the contract.

Risks Associated with Electing the Joint Option

There are situations where a Contract Owner who elects the Joint Option will not receive the benefits associated with the option. This will occur if:

- (1) the Contract Owner's spouse (Co-Annuitant) dies before him/her;
- (2) the contract is annuitized; or
- (3) after the first Lifetime Withdrawal, the marriage terminates due to divorce, dissolution, or annulment.

Additionally, in the situations described in (1) and (3) above, not only will the Contract Owner not receive the benefit associated with the Joint Option, but he/she must continue to pay any applicable charge until annuitization.

Income Benefit Investment Options

Only certain investment options are available to Contract Owners that elect the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track Option. The investment options available under each optional living benefit are chosen by Nationwide based on each investment option's risk characteristics

. The permitted investment options are more conservative than those that are not permitted. This helps Nationwide manage its obligation to provide Contract Owners with Lifetime Withdrawals by reducing the likelihood that it will have to make unanticipated payments. By electing an optional living benefit and accepting the limited menu of investment options, Contract Owners may be foregoing investment gains that could otherwise be realized by investing in riskier investment options that are not available under the optional living benefit. Only the investment options shown below are available for election.

Note: Some of the underlying mutual funds listed are funds of funds and/or funds that are designed to help reduce a Contract Owner's exposure to equity investments when equity markets are more volatile. Additionally, some of the indicated underlying mutual funds may not be available to a particular Contract Owner due to the date the contract was issued. Refer to *Appendix A: Underlying Mutual Fund Information* for more information regarding underlying mutual fund designations and availability.

7% Nationwide Lifetime Income Rider

- Custom Portfolio Asset Rebalancing Service Balanced
- Custom Portfolio Asset Rebalancing Service Conservative
- Custom Portfolio Asset Rebalancing Service Moderately Conservative
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models American Funds Managed Option (33% NVIT American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- Static Asset Allocation Models American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models BlackRock Option (34% BlackRock NVIT Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Static Asset Allocation Models Fidelity® VIP Funds Option (35% Fidelity VIP Balanced Portfolio Service Class 2, 30% Fidelity VIP Growth & Income Portfolio Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio Service Class 2)
- Static Asset Allocation Models Nationwide Variable Insurance Trust iShares Option (50% Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II, 50% Nationwide Variable Insurance Trust -NVIT iShares® Global Equity ETF Fund: Class II)

Nationwide Lifetime Income Track Option

- Custom Portfolio Asset Rebalancing Service Balanced
- Custom Portfolio Asset Rebalancing Service Capital Appreciation
- Custom Portfolio Asset Rebalancing Service Conservative
- Custom Portfolio Asset Rebalancing Service Moderate
- Custom Portfolio Asset Rebalancing Service Moderately Conservative
- Nationwide Variable Insurance Trust American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT DFA Moderate Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust NVIT Managed American Funds Asset Allocation Fund: Class II
- Static Asset Allocation Models American Funds Managed Option (33% NVIT American Funds NVIT Bond Fund, 33% NVIT - NVIT Managed American Funds Asset Allocation Fund, 34% NVIT - NVIT Managed American Funds Growth-Income Fund)
- Static Asset Allocation Models American Funds Option (33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund and 34% American Funds NVIT Growth-Income Fund)
- Static Asset Allocation Models BlackRock Option (34% BlackRock NVIT Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Static Asset Allocation Models Fidelity® VIP Funds Option (35% Fidelity VIP Balanced Portfolio Service Class 2, 30% Fidelity VIP Growth & Income Portfolio Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio Service Class 2)
- Static Asset Allocation Models Nationwide Variable Insurance Trust iShares Option (50% Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II, 50% Nationwide Variable Insurance Trust -NVIT iShares® Global Equity ETF Fund: Class II)

Ownership and Interests in the Contract

Contract Owner

Prior to the Annuitization Date, the Contract Owner has all rights under the contract, unless a joint owner is named. If a joint owner is named, each joint owner has all rights under the contract. **Purchasers who name someone other than themselves as the Contract Owner will have no rights under the contract.**

On the Annuitization Date, the Annuitant becomes the Contract Owner, unless the Contract Owner is a Charitable Remainder Trust. If the Contract Owner is a Charitable Remainder Trust, the Charitable Remainder Trust continues to be the Contract Owner after annuitization.

Contract Owners of Non-Qualified Contracts may name a new Contract Owner at any time before the Annuitization Date. Any change of Contract Owner automatically revokes any prior Contract Owner designation. Changes in contract ownership may result in federal income taxation and may be subject to state and federal gift taxes.

Changes in ownership and contract assignments could have a negative impact on certain benefits under the contract, including the death benefit, the 7% Nationwide Lifetime Income Rider, and Nationwide Lifetime Income Track option.

Joint Owner

Joint owners each own an undivided interest in the contract.

Non-Qualified Contract Owners can name a joint owner at any time before annuitization. However, joint owners must be spouses at the time joint ownership is requested, unless state law requires Nationwide to allow non-spousal joint owners. Joint ownership is not permitted on contracts owned by a non-natural Contract Owner.

Generally, the exercise of any ownership rights under the contract must be in writing and signed by both joint owners. However, if a written election, signed by both Contract Owners, authorizing Nationwide to allow the exercise of ownership rights independently by either joint owner is submitted, Nationwide will permit joint owners to act independently. If such an authorization is submitted, Nationwide will not be liable for any loss, liability, cost, or expense for acting in accordance with the instructions of either joint owner.

If either joint owner dies before the Annuitization Date, the contract continues with the surviving joint owner as the remaining Contract Owner.

Contingent Owner

The contingent owner succeeds to the rights of a Contract Owner if a Contract Owner who is not the Annuitant dies before the Annuitization Date and there is no surviving joint owner.

If a Contract Owner who is the Annuitant dies before the Annuitization Date, the contingent owner will not have any rights under the contract, unless such contingent owner is also the beneficiary.

The Contract Owner may name a contingent owner at any time before the Annuitization Date.

Annuitant

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

Only Non-Qualified Contract Owners may name someone other than himself/herself as the Annuitant.

The Contract Owner may not name a new Annuitant without Nationwide's consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of contract issuance, unless Nationwide approves a request for a Contingent Annuitant of greater age.

If a Contingent Annuitant is named, all provisions of the contract that are based on the Annuitant's death prior to the Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Only Non-Qualified Contract Owners may name a Contingent Annuitant.

Co-Annuitant

A Co-Annuitant, if named, must be the Annuitant's spouse. The Co-Annuitant must be named at the time of application and will receive the benefit of the Spousal Protection Feature, provided all of the requirements set forth in the *Spousal Protection Feature* section are met.

If either Co-Annuitant dies before the Annuitization Date, the surviving Co-Annuitant may continue the contract and will receive the benefit of the Spousal Protection Feature.

Joint Annuitant

The joint annuitant is designated as a second person (in addition to the Annuitant) upon whose continuation of life any annuity payment involving life contingencies depends. The joint annuitant is named at the time of annuitization.

Beneficiary and Contingent Beneficiary

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and Contingent Annuitant, if applicable) dies before the Annuitization Date and there is no joint owner. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

A contingent beneficiary will succeed to the rights of the beneficiary if no beneficiary is alive when a death benefit is paid. The Contract Owner can name more than one contingent beneficiary. Multiple contingent beneficiaries will share the death benefit equally, unless otherwise specified.

Changes to the Parties to the Contract

Prior to the Annuitization Date (and subject to any existing assignments), the Contract Owner may request to change the following:

- Contract Owner (Non-Qualified Contracts only);
- joint owner (must be the Contract Owner's spouse);
- contingent owner;
- Annuitant (subject to Nationwide's underwriting and approval);
- Contingent Annuitant (subject to Nationwide's underwriting and approval);
- joint annuitant (subject to Nationwide's underwriting and approval);
- Co-Annuitant (must be the Annuitant's spouse);
- beneficiary; or
- contingent beneficiary.

The Contract Owner must submit the request to Nationwide in writing and Nationwide must receive the request at the Service Center before the Annuitization Date. Once Nationwide receives and records the change request, the change will be effective as of the date the written request was signed (unless otherwise specified by the Contract Owner), whether or not the Contract Owner or Annuitant is living at the time it was recorded. The change will not affect any action taken by Nationwide before the change was recorded.

Any request to change the Contract Owner must be signed by the existing Contract Owner and the person designated as the new Contract Owner. Nationwide may require a signature guarantee.

If the Contract Owner is not a natural person and there is a change of the Annuitant, distributions will be made as if the Contract Owner died at the time of the change, regardless of whether the Contract Owner named a Contingent Annuitant.

Nationwide reserves the right to reject any change request that would alter the nature of the risk that Nationwide assumed when it originally issued the contract.

Certain options and features under the contract have specific requirements as to who can be named as the Contract Owner, Annuitant, Co-Annuitant, and/or beneficiary in order to receive the benefit of the option or feature. Changes to the parties to the contract may result in the termination or loss of benefit of these options or features. Further, changes to the parties to the contract may result in the Contract Owner not receiving the benefit associated with an option while still continuing to pay any applicable charge for the option. Contract Owners contemplating changes to the parties to the contract should contact their registered representative to determine how the changes impact the options and features under the contract.

Operation of the Contract

Pricing

Generally, Nationwide prices Accumulation Units on each day that the New York Stock Exchange is open. (Pricing is the calculation of a new Accumulation Unit value that reflects that day's investment experience.)

Accumulation Units are not priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday

- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Memorial Day

Nationwide also will not price purchase payments, withdrawals, or transfers if:

- (1) trading on the New York Stock Exchange is restricted;
- (2) an emergency exists making disposal or valuation of securities held in the Variable Account impracticable; or
- (3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

Rules and regulations of the SEC will govern as to when the conditions described in (2) and (3) exist. If Nationwide is closed on days when the New York Stock Exchange is open, Contract Value may change and Contract Owners will not have access to their accounts.

Application and Allocation of Purchase Payments

Initial Purchase Payments

Initial purchase payments will be priced at the Accumulation Unit value next determined no later than two business days after receipt of an order to purchase if the application and all necessary information are complete and are received at the Service Center before the close of the New York Stock Exchange, which generally occurs at 4:00 p.m. EST. If the order is received after the close of the New York Stock Exchange, the initial purchase payment will be priced within two business days after the next Valuation Date.

If an incomplete application is not completed within five business days after receipt at the Service Center, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically consents to allow Nationwide to hold the purchase payment until the application is completed.

Generally, initial purchase payments are allocated according to Contract Owner instructions on the application. However, in some states, Nationwide will allocate initial purchase payments to the money market Sub-Account during the free look period. After the free look period, Nationwide will reallocate the Contract Value among the investment options based on the instructions contained on the application. In other states, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application on the instructions contained on the Service Center or refer to your contract for state specific information on the allocation of initial purchase payments.

Subsequent Purchase Payments

Any subsequent purchase payment received at the Service Center (along with all necessary information) before the close of the New York Stock Exchange on any Valuation Date will be priced at the Accumulation Unit value next determined after receipt of the purchase payment. If a subsequent purchase payment is received at the Service Center (along with all necessary information) after the close of the New York Stock Exchange, it will be priced at the Accumulation Unit value determined on the following Valuation Date.

Allocation of Purchase Payments

Nationwide allocates purchase payments to Sub-Accounts as instructed by the Contract Owner. Shares of the underlying mutual funds allocated to the Sub-Accounts are purchased at Net Asset Value, then converted into Accumulation Units.

Contract Owners can change allocations or make exchanges among the Sub-Accounts after the time of application by submitting a written request to the Service Center. However, no change may be made that would result in an amount less than 1% of the purchase payments being allocated to any Sub-Account. In the event that Nationwide receives such a request, Nationwide will inform the Contract Owner that the allocation instructions are invalid and that the contract's allocations among the Sub-Accounts prior to the request will remain in effect. Certain transactions may be subject to conditions imposed by the underlying mutual funds.

Determining the Contract Value

The Contract Value is the sum of the value of amounts allocated to the Sub-Accounts. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account based on current cash values.

Determining Variable Account Value - Valuing an Accumulation Unit

Sub-Account allocations are accounted for in Accumulation Units. Accumulation Unit values (for each Sub-Account) are determined by calculating the Net Investment Factor for the Sub-Accounts for the current Valuation Period and multiplying that result with the Accumulation Unit values determined on the previous Valuation Period. For each Sub-Account, the Net Investment Factor is the investment performance of the underlying mutual fund in which a particular Sub-Account invests, including the charges assessed against that Sub-Account for a Valuation Period.

Nationwide uses the Net Investment Factor as a way to calculate the investment performance of a Sub-Account from Valuation Period to Valuation Period.

The Net Investment Factor for any particular Sub-Account before the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily total Variable Account charges, which may include charges for optional benefits elected by the Contract Owner. The factor is equal to an annualized rate ranging from 0.40% to 0.60% of the Daily Net Assets, depending on which optional benefits the Contract Owner elects.

Note: The range shown above reflects only those Variable Account charges that are assessed daily as part of the daily Accumulation Unit calculation. It does not reflect the cost of other optional benefits that assess charges via the redemption of Accumulation Units.

Based on the change in the Net Investment Factor, the value of an Accumulation Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Accumulation Units will not change as a result of investment experience, the value of an Accumulation Unit may increase or decrease from Valuation Period to Valuation Period.

Transfer Requests

Contract Owners may submit transfer requests in writing, over the telephone, or via the Internet to the Service Center. Some benefits or features under the contract may limit the manner in which transfer requests can be submitted, as indicated in the respective provision. Nationwide may restrict or withdraw the telephone and/or Internet transfer privilege at any time.

Generally, Sub-Account transfers will receive the Accumulation Unit value next computed after the transfer request is received at the Service Center. However, if a contract that is limited to submitting transfer requests via U.S. mail submits a transfer request via the Internet or telephone pursuant to Nationwide's one-day delay policy, the transfer will be executed on the next Valuation Date after the exchange request is received at the Service Center (see *Managers of Multiple Contracts*).

Transfer Restrictions

Neither the contracts described in this prospectus nor the underlying mutual funds are designed to support active trading strategies that require frequent movement between or among Sub-Accounts (sometimes referred to as "market-timing" or "short-term trading"). A Contract Owner who intends to use an active trading strategy should consult his/her registered representative and request information on other Nationwide variable annuity contracts that offer investment in underlying mutual funds that are designed specifically to support active trading strategies.

Nationwide discourages (and will take action to deter) short-term trading in this contract because the frequent movement between or among Sub-Accounts may negatively impact other investors in the contract. Short-term trading can result in:

- the dilution of the value of the investors' interests in the underlying mutual fund;
- underlying mutual fund managers taking actions that negatively impact performance (keeping a larger portion of the underlying mutual fund assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- increased administrative costs due to frequent purchases and redemptions.

To protect investors in this contract from the negative impact of these practices, Nationwide has implemented, or reserves the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. Nationwide makes no assurances that all risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Nationwide cannot guarantee that its attempts to deter active trading strategies will be successful. If Nationwide is unable to deter active trading strategies, the performance of the Sub-Accounts that are actively traded may be adversely impacted.

Redemption Fees

Some underlying mutual funds assess a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of the allocation to the Sub-Account. The fee is assessed against the amount transferred and is paid to the underlying mutual fund. Redemption fees compensate the underlying mutual fund for any negative impact on fund performance resulting from short-term trading. If a short-term trading fee is assessed, the Contract Owner will receive a confirmation notice.

Currently, none of the underlying mutual funds assess a short-term trading fee.

U.S. Mail Restrictions

Nationwide monitors transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a contract may appear on these reports if the Contract Owner (or a third party acting on their behalf) engages in a certain number of "transfer events" in a given period. A "transfer event" is any transfer, or combination of transfers, occurring on a given trading day (Valuation Period). For example, if a Contract Owner executes multiple transfers involving 10 investment options in one day, this counts as one transfer event. A single transfer occurring on a given trading day and involving only two investment options will also count as one transfer event. As a result of this monitoring process, Nationwide may restrict the method of communication by which transfer orders will be accepted. In general, Nationwide will adhere to the following guidelines:

Trading Behavior	Nationwide's Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and
	(2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

For purposes of Nationwide's transfer policy, U.S. mail includes standard U.S. mail, overnight U.S. mail, and overnight delivery via private carrier.

Each January 1, Nationwide will start the monitoring anew, so that each contract starts with 0 transfer events each January 1. See, however, the *Other Restrictions* provision.

Managers of Multiple Contracts

Some investment advisors/representatives manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple Contract Owners. These multi-contract advisors will generally be required by Nationwide to submit all transfer requests via U.S. mail.

Nationwide may, as an administrative practice, implement a "one-day delay" program for these multi-contract advisors, which they can use in addition to or in lieu of submitting transfer requests via U.S. mail. The one-day delay option permits multi-contract advisors to continue to submit transfer requests via the Internet or telephone. However, transfer requests submitted by multi-contract advisors via the Internet or telephone will not receive the next available Accumulation Unit value. Rather, they will receive the Accumulation Unit value that is calculated on the following Valuation Date. Transfer requests submitted under the one-day delay program are irrevocable. Multi-contract advisors will receive advance notice of being subject to the one-day delay program. Contract Owners should consult their advisor to determine if he/she is a multi-contract advisor and subject to U.S. mail restrictions.

Other Restrictions

Contract Owners that are required to submit transfer requests via U.S. mail will be required to use a Nationwide issued form for their transfer request. Nationwide will refuse transfer requests that either do not use the Nationwide issued form for their transfer request or fail to provide accurate and complete information on their transfer request form. In the event that a Contract Owner's transfer request is refused by Nationwide, they will receive notice in writing by U.S. mail and will be required to resubmit their transfer request on a Nationwide issued form.

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds to:

(1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;

- (2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and
- (3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide, subject to its claims paying ability.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service

Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees may be subject to income tax and/or tax penalties.

In addition, withdrawals taken from the contract to pay advisory or investment management fees may negatively impact the benefit associated with the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option (see *Impact of Withdrawals in Excess of the Lifetime Withdrawal Amount*).

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- charges associated with the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option and Joint Option (if elected)

Enhanced Surrender Value for Terminal Illness

For contracts issued on or after September 8, 2014 or the date of state approval (whichever is later), Nationwide will pay the Contract Value plus any additional amount necessary to equal the standard death benefit or, if elected, an optional death benefit, if the Contract Owner/Annuitant (or Co-Annuitant, if applicable) is terminally ill and the Contract Owner fully surrenders the Contract after the first Contract Anniversary. There is no additional charge for this benefit.

Under this provision, no enhanced surrender value will be paid unless:

• The same person is named as Owner and as Annuitant since Contract issuance, and

• The Contract Owner or Co-Annuitant has been diagnosed by a physician to have a terminal illness and Nationwide receives and records an application, on a form satisfactory to Nationwide, containing a certification from that physician indicating such diagnosis.

Once the Contract Owner submits an approved application, the decision to surrender the contract and receive the enhanced surrender value is irrevocable.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract subject to Nationwide's consent. Additionally, Nationwide reserves the right to refuse to recognize assignments on a non-discriminatory basis. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Where permitted under state law, an assignment or collateral assignment may terminate certain benefits under this contract, including the death benefit and the 7% Nationwide Lifetime Income Rider and Nationwide Lifetime Income Track option.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Contract Owners should consult a financial advisor to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the following Sub-Account(s) (if available):

- Nationwide Variable Insurance Trust NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust NVIT Short Term Bond Fund: Class II
- PIMCO Variable Insurance Trust Low Duration Portfolio: Advisor Class

• PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

to any other Sub-Account(s).

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Sub-Account will remain allocated to the Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Dollar Cost Averaging is not available if the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option is elected.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least \$100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts proportionally unless Nationwide is instructed otherwise.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Custom Portfolio Asset Rebalancing Service

For Contract Owners that have elected the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option, Nationwide makes available the Custom Portfolio Asset Rebalancing Service ("Custom Portfolio") at no extra charge. Custom Portfolio is an asset allocation program that Contract Owners can use to build their own customized portfolio of investments, subject to certain limitations. Asset allocation is the process of investing in different asset classes (such as equity funds, fixed income funds, and money market funds) and may reduce the risk and volatility of investing. There are no guarantees that Custom Portfolio will result in a profit or protect against loss in a declining market.

Each model is comprised of different percentages of standardized asset categories designed to meet different investment goals, risk tolerances, and investment time horizons. The Contract Owner selects their model, then selects the specific Sub-Accounts (also classified according to standardized asset categories) and investment percentages within the model's parameters, enabling the Contract Owner to create their own unique "Custom Portfolio." Only one Custom Portfolio may be created and in effect at a time and the entire Variable Account Contract Value must participate in the model.

Note: Contract Owners should consult with a qualified investment advisor regarding the use of Custom Portfolio and to determine which model is appropriate for them.

Once the Contract Owner creates their Custom Portfolio, that Contract Owner's model is static. This means that the percentage allocated to each Sub-Account will not change over time, except for quarterly rebalancing, as described below.

Note: Allocation percentages within a particular model may subsequently change, but any such changes will not apply to existing model participants; the changes will only apply to participants that elect the model after the change implementation date.

To participate in Custom Portfolio, eligible Contract Owners must submit the proper administrative form to the Service Center in good order. While Custom Portfolio is elected, Contract Owners cannot participate in Asset Rebalancing.

Asset Allocation Models Available with Custom Portfolio

The following models are available with Custom Portfolio:

Conservative:	Designed for Contract Owners that are willing to accept very little risk but still want to see a
	small amount of growth.

Moderately Conservative:	Designed for Contract Owners that are willing to accept some market volatility in exchange for greater potential income and growth.
Balanced:	Designed for Contract Owners that are willing to accept some market volatility in exchange for potential long-term returns.
Moderate:	Designed for Contract Owners that are willing to accept some short-term price fluctuations in exchange for potential long-term returns.
Capital Appreciation:	Designed for Contract Owners that are willing to accept more short-term price fluctuations in exchange for potential long-term returns.

The specific Sub-Accounts available to comprise the equity and fixed income components of the models are contained in the election form, which is provided to Contract Owners at the time Custom Portfolio is elected. At that time, Contract Owners elect their model and the specific Sub-Accounts and percentages that will comprise their Custom Portfolio. The availability of some models may be restricted (see *Income Benefit Investment Options*).

Quarterly Rebalancing

At the end of each calendar quarter, Nationwide will reallocate the Sub-Account allocations so that the percentages allocated to each Sub-Account match the most recently provided percentages provided by the Contract Owner. If the end of a calendar quarter is a Saturday, Sunday, recognized holiday, or any other day that the New York Stock Exchange is closed, the quarterly rebalancing will occur on the next business day. Rebalancing will be priced using the unit value determined on the last Valuation Date of the calendar quarter. Each quarterly rebalancing is considered a transfer event.

Changing Models or Underlying Mutual Fund Allocations

Contract Owners who have elected the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option may change the Sub-Account allocations within their elected model, percentages within their elected model and/or may change models and create a new Custom Portfolio within that new model. To implement one of these changes, Contract Owners must submit new allocation instructions to the Service Center in good order and in writing on Nationwide's administrative form. Any model and percentage changes will count as a transfer event, as described in the *Transfer Restrictions* provision.

Nationwide reserves the right to limit the number of model changes a Contract Owner can make each year.

Terminating Participation in Custom Portfolio

Contract Owners can terminate participation in Custom Portfolio by submitting a written request to the Service Center. In order for the termination to be effective, the termination request must contain valid reallocation instructions that are in accordance with the terms and conditions of the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option. Termination is effective on the date the termination request is received at the Service Center in good order.

Static Asset Allocation Model

For Contract Owners that have elected the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track Option, Nationwide makes available as a permitted investment option the following Static Asset Allocation Model(s):

- American Funds Option (33% NVIT American Funds NVIT Asset Allocation Fund, 33% NVIT American Funds NVIT Bond Fund, and 34% NVIT American Funds NVIT Growth-Income Fund)
- American Funds Managed Option (33% NVIT American Funds NVIT Bond Fund, 33% NVIT NVIT Managed American Funds Asset Allocation Fund, 34% NVIT NVIT Managed American Funds Growth-Income Fund)
- BlackRock Option (34% BlackRock Equity Dividend V.I. Fund, 33% BlackRock NVIT Managed Global Allocation Fund, 33% BlackRock Total Return V.I. Fund)
- Fidelity[®] VIP Funds Option (30% Fidelity VIP Growth & Income Portfolio Service Class 2, 35% Fidelity VIP Balanced Portfolio Service Class 2, 35% Fidelity VIP Investment Grade Bond Portfolio Service Class 2)
- Nationwide Variable Insurance Trust iShares Option (50% Nationwide Variable Insurance Trust NVIT iShares® Fixed Income ETF Fund: Class II, 50% Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II)

The availability of some models may be restricted (see Income Benefit Investment Options).

A Static Asset Allocation Model is an allocation strategy comprised of two or more underlying mutual funds that together provide a unique allocation mix not available as a single underlying mutual fund. Contract Owners that elect a Static Asset Allocation Model directly own Sub-Account units of the underlying mutual funds that comprise the particular model. In other words, a Static Asset Allocation Model is not a portfolio of underlying mutual funds with one Accumulation Unit value, but rather, direct investment in a certain allocation of Sub-Accounts. There is no additional charge associated with investing in a Static Asset Allocation Model.

A Static Asset Allocation Model is just that: static. The allocations or "split" between one or more Sub-Accounts is not monitored and adjusted to reflect changing market conditions. However, a Contract Owner's investment in a Static Asset Allocation Model is rebalanced quarterly to ensure that the assets are allocated to the percentages in the same proportion that they were allocated at the time of election. The entire Contract Value must be allocated to the elected model.

With respect to transferring into and out of a Static Asset Allocation Model, the model is treated like a Sub-Account and is subject to the *Transfers Prior to Annuitization* provision. The Contract Owner may request to transfer from a model to a permitted Sub-Account. Each transfer into or out of a Static Asset Allocation Model is considered one transfer event.

For additional information about the underlying mutual funds that comprise a Static Asset Allocation Model, see Appendix A: Underlying Mutual Fund Information.

Death Benefit

Death of Contract Owner

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitzation Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the contingent owner becomes the Contract Owner. If there is no surviving contingent owner, the beneficiary becomes the Contract Owner. If there is no surviving Contract Owner's estate becomes the Contract Owner.

A distribution of the Contract Value will be made in accordance with tax rules and as described in *Appendix C: Contract Types and Tax Information.*

Death of Annuitant

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

Death of Contract Owner/Annuitant

If a Contract Owner (including a joint owner) who is also the Annuitant dies before the Annuitzation Date, a death benefit is payable to the surviving joint owner. If there is no surviving joint owner, the death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

If the Contract Owner/Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

- (1) in a lump sum;
- (2) as an annuity (see Annuity Payment Options); or
- (3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

If the contract has multiple beneficiaries entitled to receive a portion of the death benefit, the Contract Value will continue to be allocated according to the most recent allocation instructions until the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Impact of Ownership Changes and Assignment on the Death Benefits

Where permitted under state law, if the Contract Owner is changed or if the contract is assigned (including a collateral assignment), the elected death benefit will be forfeited and replaced with a death benefit equal to the Contract Value on the date Nationwide receives proper proof of the Annuitant's death, an election specifying the distribution method, and any state required forms. Where prohibited by state law, or if any of the following situations apply, the death benefit forfeiture will not apply:

- (1) The new Contract Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g., individual ownership is changed to ownership by a personal revocable trust, a change to the Contract Owner's spouse during the Contract Owner's lifetime, a change to a court appointed guardian representing the Contract Owner during the Contract Owner's lifetime, etc.);
- (2) Ownership of a contract issued as an IRA or Roth IRA is being changed from one custodian to another, from the determining life to a custodian, or from a custodian to the determining life;
- (3) The assignment is for the purpose of effectuating an exchange pursuant to Section 1035 under the Internal Revenue Code; or
- (4) The change is merely the removal of a Contract Owner where the contract is jointly owned.

Contract Owners contemplating changes to the ownership of their contract, including assignments, should contact their registered representative to determine how the changes impact the death benefit.

Death Benefit Calculations

An applicant may elect either the standard death benefit (Return of Premium) or the optional death benefit that is offered under the contract for an additional charge. If no election is made at the time of application, the death benefit will be the standard death benefit.

The value of each component of the death benefit calculation will be determined as of the date of the Annuitant's death, except for the Contract Value component, which will be determined as of the date Nationwide receives:

- (1) proper proof of the Annuitant's death;
- (2) an election specifying the distribution method; and
- (3) any state required form(s).

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply.

Standard Death Benefit (Return of Premium)

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

(A x F) + B(1 - F), where

- A = the greater of:
 - (1) the Contract Value; or
 - (2) the total of all purchase payments, less an adjustment for amounts withdrawn.
- B = the Contract Value; and
- F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In no event will the beneficiary receive less than the Contract Value.

The standard death benefit (Return of Premium) also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

One-Year Enhanced Death Benefit Option

For an additional charge at an annualized rate of 0.20% of the Daily Net Assets, an applicant can elect the One-Year Enhanced Death Benefit Option. The One-Year Enhanced Death Benefit Option is only available for contracts with Annuitants age 80 or younger at the time of application. This option must be elected at the time of application, and the option is irrevocable. The charge associated with this option is calculated and deducted daily as part of the Accumulation Unit value calculation, and will be assessed until annuitization. Nationwide may realize a profit from the charge associated with it, will automatically terminate on the Annuitization Date.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is less than or equal to \$3,000,000, the death benefit will be the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the death benefit will be the greater of (1) or (2) above, which would equal the standard death benefit.

If the Annuitant dies prior to the Annuitization Date and the total of all purchase payments made to the contract is greater than \$3,000,000, the death benefit will be determined using the following formula:

 $(A \times F) + B(1 - F)$, where

A = the greatest of:

- (1) the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit;
- (2) the total of all purchase payments, less an adjustment for amounts withdrawn; or
- (3) the highest Contract Value on any Contract Anniversary prior to the Annuitant's 86th birthday, less an adjustment for amounts subsequently withdrawn, plus purchase payments received after that Contract Anniversary.

If Nationwide does not receive all information necessary to pay the death benefit within one year of the Annuitant's death, the calculation for A above will be the greater of (1) or (2) above, which would equal the standard death benefit.

- B = the Contract Value as of the date that Nationwide receives all the information necessary to pay the death benefit; and
- F = the ratio of \$3,000,000 to the total of all purchase payments made to the contract.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

The practical effect of this formula is that the beneficiary recovers a lesser percentage of purchase payments in excess of \$3,000,000 than for purchase payments up to \$3,000,000. In no event will the beneficiary receive less than the Contract Value.

The One-Year Enhanced Death Benefit Option also includes the Spousal Protection Feature, which allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse.

Spousal Protection Feature

The standard death benefit and the One-Year Enhanced Death Benefit Option include a Spousal Protection Feature at no additional charge. The Spousal Protection Feature is not available for contracts issued as Charitable Remainder Trusts. The Spousal Protection Feature allows a surviving spouse to continue the contract while receiving the economic benefit of the death benefit upon the death of the other spouse, provided the conditions described below are satisfied:

- (1) One or both spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner. For contracts issued as an IRA or Roth IRA, only the person for whom the IRA or Roth IRA was established may be named as the Contract Owner;
- (2) The spouses must be Co-Annuitants;
- (3) Both spouses must be age 85 or younger at the time the contract is issued; however, if a death benefit option is elected, both spouses must meet the age requirements for the respective death benefit option at the time of application;
- (4) Both spouses must be named as beneficiaries;
- (5) No person other than the spouse may be named as Contract Owner, Annuitant, or primary beneficiary;
- (6) If both spouses are alive upon annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend (for an IRA or Roth IRA contract, this person must be the Contract Owner); and
- (7) If the Contract Owner requests to add a Co-Annuitant after contract issuance, the date of marriage must be after the contract issue date and Nationwide will require the Contract Owner to provide a copy of the marriage certificate.

If a Co-Annuitant dies before the Annuitization Date, the surviving spouse may continue the contract as its sole Contract Owner. Additionally, if the death benefit value is higher than the Contract Value at the time of the first Co-Annuitant's death, Nationwide will adjust the Contract Value to equal the death benefit value. The surviving Co-Annuitant may then name a new beneficiary but may not name another Co-Annuitant. If the marriage of the Co-Annuitants terminates due to the death of a spouse, divorce, dissolution, or annulment, the Spousal Protection Feature terminates and the Contract Owner is not permitted to cover a subsequent spouse.

The Spousal Protection Feature may not apply if certain changes to the parties or assignments are made to the contract. Contract Owners contemplating changes to the parties to the contract, including assignments, should contact their registered representative to determine how the changes impact the Spousal Protection Feature.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 90. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 90th birthday (or the 90th birthday of the oldest Annuitant if there are joint annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted in good order to the Service Center, and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin. If the Contract Owner has elected the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track option, an election to begin annuity payments will terminate all benefits, conditions, guarantees, and charges associated with the elected option.

In addition, any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see Appendix C: Contract Types and Tax Information).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

- (1) an annuity payment option; and
- (2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

The Custom Portfolio Asset Rebalancing Service and the Static Asset Allocation Models are not available after annuitization.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and
- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

- (1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then
- (2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

The Net Investment Factor for any particular Sub-Account on or after the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily Variable Account charges, which is equal to 0.40% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Annuity Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Annuity Units will not change as a result of investment experience, the value of an Annuity Unit may increase or decrease from Valuation Period to Valuation Period.

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than \$2,000, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than \$100. The payment frequency will be changed to an interval that will result in payments of at least \$100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option by that date, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. If a Contract Owner does not submit purchase payments in excess of \$1,000,000, or if Nationwide has refused to accept purchase payments in excess of \$1,000,000, the references in this provision to purchase payments in excess of \$1,000,000 will not apply. If the Contract Owner is permitted to submit purchase payments in excess of \$1,000,000, additional restrictions apply, as follows.

Annuity Payment Options for Contracts with Total Purchase Payments and Contract Value Annuitized Less Than or Equal to \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and the Contract Value annuitized is less than or equal to \$2,000,000, the annuity payment options available are:

- Single Life;
- Standard Joint and Survivor; and
- Single Life with a 10 or 20 Year Term Certain.

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint annuitant. After the death of either the Annuitant or joint annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Annuity Payment Options for Contracts with Total Purchase Payments and/or Contract Value Annuitized Greater Than \$2,000,000

If, at the Annuitization Date, the total of all purchase payments made to the contract and/or the Contract Value to be annuitized is greater than \$2,000,000, Nationwide may limit the annuity payment option to the longer of:

- (1) a Fixed Life Annuity with a 20 Year Term Certain; or
- (2) a Fixed Life Annuity with a Term Certain to Age 95.

Annuitization of Amounts Greater than \$5,000,000

Additionally, Nationwide may limit the amount that may be annuitized on a single life to \$5,000,000. If the total amount to be annuitized is greater than \$5,000,000 under this contract and/or for all Nationwide issued annuity contracts with the same Annuitant, the Contract Owner must:

- (1) reduce the amount to be annuitized to \$5,000,000 or less by taking a partial withdrawal from the contract;
- (2) reduce the amount to be annuitized to \$5,000,000 or less by exchanging the portion of the Contract Value in excess of \$5,000,000 to another annuity contract; or
- (3) annuitize the portion of the Contract Value in excess of \$5,000,000 under an annuity payment option with a term certain, if available.

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstitute individual delivery by contacting the Service Center. Nationwide will reinstitute individual delivery within 30 days after receiving such notification.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, (the "Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial

position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course of business, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

Nationwide Investment Services Corporation

The general distributor, NISC (the "Company"), is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's financial position. The Company has agreements with Nationwide Life Insurance Company (NLIC) under which, NLIC pays all litigation costs on behalf of the Company. Should NLIC be unable or unwilling to pay these costs in the future, the Company would be liable for such costs.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Office of the Comptroller of the Currency and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators.

The Company is engaged in an arbitration matter with at least a reasonable possibility of an unfavorable outcome that would exceed the materiality threshold for the Company, as follows:

Dabney, Edyth v. NISC and Edward Jones. This is a Financial Industry Regulatory Authority arbitration matter. Claimant alleges that NISC and Edward Jones improperly administered her 401k rollover. NISC and Edward Jones completed the correction in 2018, but the delay resulted in a taxable event for 2017. Claimant seeks damages of approximately \$25,000. The arbitration hearing is scheduled for April 25, 2019.

Contents of Statement of Additional Information

General Information and History Services Purchase of Securities Being Offered Underwriters Advertising Annuity Payments Condensed Financial Information Financial Statements

Investment Company Act of 1940 Registration File No. 811-03330 Securities Act of 1933 Registration File No. 333-182494

Appendix A: Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.

MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.

VOL: The underlying mutual fund uses a volatility management strategy to reduce a Contract Owner's exposure to equity investments when equity markets are volatile which may limit investment losses in a down market. However, use of such a strategy may also limit the growth of Contract Value. For contracts with a living benefit option elected, since the benefit base of a living benefit option is not decreased as a result of negative market performance, allocation to this type of underlying mutual fund may provide little or no additional benefit. For contracts without a living benefit option elected, allocation to this type of underlying mutual fund may result in foregone investment gains that could otherwise be realized by investing in riskier underlying mutual funds.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class A

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor:	AllianceBernstein L.P.
Investment Objective:	To maximize total return consistent with the Adviser's determination of reasonable risk.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B

Investment Advisor:	AllianceBernstein L.P.
Investment Objective:	Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class A

Investment Advisor:	AllianceBernstein L.P.
Investment Objective:	Long-term growth of capital.

ALPS Variable Investment Trust - ALPS/Alerian Energy Infrastructure Portfolio: Class III

Investment Advisor: ALPS Advisors, Inc. Investment Objective: Seeks investment results that correspond (before fees and expenses) generally to the price and yield performanceof its underlying index, the Alerian Energy Infrastructure Index (the "Index").

ALPS Variable Investment Trust - ALPS/Red Rocks Listed Private Equity Portfolio: Class III

Investment Advisor:	ALPS Advisors, Inc.
Sub-advisor:	Red Rocks Capital LLC
Investment Objective:	Seeks to maximize total return, which consists of appreciation on its investments and a
	variable income stream.

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class I

Investment Advisor:	American Century Investment Management, Inc.
Investment Objective:	The fund pursues long-term total return using a strategy that seeks to protect against U.S.
	inflation.

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class I

Investment Advisor:	American Century Investment Management, Inc.
Investment Objective:	Long-term capital growth with income as a secondary objective.

American Funds Insurance Series® - Blue Chip Income and Growth Fund: Class 4

Investment Advisor:	Capital Research and Management Company
Investment Objective:	The fund's investment objectives are to produce income exceeding the average yield on U.S.
	stocks generally and to provide an opportunity for growth of principal consistent with sound
	common stock investing.

American Funds Insurance Series® - Capital Income Builder®: Class 4

Investment Advisor:	Capital Research and Management Company
Investment Objective:	The fund has two primary investment objectives. It seeks (1) to provide a level of current
	income that exceeds the average yield on U.S. stocks generally and (2) to provide a growing
	stream of income over the years. The fund's secondary objective is to provide growth of
	capital.

American Funds Insurance Series® - Global Small Capitalization Fund: Class 4

Investment Advisor:	Capital Research and Management Company
Investment Objective:	The fund's investment objective is to provide long-term growth of capital.

American Funds Insurance Series® - International Fund: Class 4

Investment Advisor:	Capital Research and Management Company
Investment Objective:	The fund's investment objective is to provide long-term growth of capital.

American Funds Insurance Series® - Managed Risk Asset Allocation Fund: Class P2

This underlying mutual fund is only available in contracts for which good order applications were received before July 14, 2014

Investment Advisor:	Capital Research and Management Company
Sub-advisor:	Milliman Financial Risk Management, LLC
Investment Objective:	The fund's investment objective is to provide high total return (including income and capital
	gains) consistent with preservation of capital over the long term while seeking to manage
	volatility and provide downside protection.

Designation: FF, VOL

BlackRock Variable Series Funds II, Inc. - BlackRock High Yield V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Financial Management, Inc.
Investment Objective:	The Fund seeks to maximize total return, consistent with income generation and prudent
	investment management.

BlackRock Variable Series Funds II, Inc. - BlackRock Total Return V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	To maximize total return, consistent with income generation and prudent investment
	management.

BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	To seek long-term total return and current income.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III

Investment Advisor:	BlackRock Advisors, LLC
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	Seeks high total investment return.

Columbia Funds Variable Insurance Trust - CTIVP - AQR Managed Futures Strategy Fund: Class 2

Investment Advisor:	Columbia Management Investment Advisors, LLC
Sub-advisor:	AQR Capital Management, LLC
Investment Objective:	The investment seeks positive absolute returns.

Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2

Investment Advisor:	Columbia Management Investment Advisors, LLC
Investment Objective:	The Fund seeks to provide shareholders with high current income as its primary objective
	and, as its secondary objective, capital growth.

Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor:	Delaware Management Company, Inc.
Investment Objective:	The fund seeks capital appreciation.

Delaware VIP Trust - Delaware VIP Value Series: Service Class

Investment Advisor:	Delaware Management Company, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares

Investment Advisor: Investment Objective:	The Dreyfus Corporation The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as
	represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index).

Dreyfus Variable Investment Fund - Appreciation Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor:	The Dreyfus Corporation
Sub-advisor:	Fayez Sarofim & Co.
Investment Objective:	The fund seeks long-term capital growth consistent with the preservation of capital. Its
	secondary goal is current income.

Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class

Investment Advisor:	Eaton Vance Management
Investment Objective:	The fund seeks to provide a high level of current income.

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc.
Investment Objective:	The fund seeks capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	FMR Co., Inc., Fidelity Investments Money Management, Inc., Fidelity Management &
	Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan
	Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors
	(U.K.) Limited
Investment Objective:	Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP Contrafund® Portfolio: Service Class 2

Investment Advisor: Sub-advisor:	Fidelity Management & Research Company FMR Co., Inc., Fidelity Investments Money Management, Inc., Fidelity Management &
	Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	Long-term capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Advisor:	Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management &
	Research Company
Sub-advisor:	FMR Co., Inc.
Investment Objective:	Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2

Investment Advisor: Sub-advisor:	Fidelity Management & Research Company FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective:	High total return through a combination of current income and capital appreciation.
Fidelity Variable Insurance Pro	ducts Fund - VIP Growth Portfolio: Service Class 2
Investment Advisor: Sub-advisor:	Fidelity Management & Research Company FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited, Fidelity Investments Japan Limited
Investment Objective:	Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class 2

Investment Advisor:	Fidelity Management & Research Company
Sub-advisor:	Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company,
	Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.)
	Limited
Investment Objective:	High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Sub-advisor:	Fidelity Management & Research Company FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors,
Investment Objective:	Fidelity International Investment Advisors (U.K.) Limited Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2

Investment Advisor:	Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management &
	Research Company
Sub-advisor:	FMRC and other investment advisers serve as sub-advisers for the fund.
Investment Objective:	The fund seeks above-average income and long-term capital growth, consistent with
	reasonable investment risk. The fund seeks to provide a yield that exceeds the composite
	yield of the S&P 500® Index.

Franklin Templeton Variable Insurance Products Trust - Franklin Allocation VIP Fund: Class 2 (formerly, Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2)

Investment Advisor:	Franklin Advisers, Inc.
Investment Objective:	Seeks capital appreciation with income as a secondary goal.
Designation: FF	

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2

Investment Advisor: Investment Objective:	Franklin Advisers, Inc. Seeks to maximize income while maintaining prospects for capital appreciation.	
Franklin Templeton Variable Insurance Products Trust - Franklin Mutual Global Discovery VIP Fund: Class 2		
Investment Advisor: Investment Objective:	Franklin Mutual Advisers, LLC Seeks capital appreciation.	
Franklin Templeton Varia	ble Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2	

Investment Advisor:	Franklin Mutual Advisers, LLC
Investment Objective:	Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Franklin Strategic Income VIP Fund: Class 2

Investment Advisor:	Franklin Advisers, Inc.
Investment Objective:	Seeks high level of current income, with capital appreciation over the long term as a
	secondary goal.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor:	Franklin Advisers. Inc.
Investment Objective:	Seeks high current income, consistent with preservation of capital, with capital appreciation
-	as a secondary consideration.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Goldman Sachs Asset Management, L.P.
Investment Objective:	Seeks total return while seeking to provide volatility management

Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares

Investment Advisor:	Goldman Sachs Asset Management, L.P.
Investment Objective:	Seeks long-term growth of capital.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Small Cap Equity Insights Fund: Service Shares

Investment Advisor:	Goldman Sachs Asset Management, L.P.
Investment Objective:	Seeks long-term growth of capital.

Guggenheim Variable Funds - Long Short Equity Fund

Investment Advisor:	Guggenheim Investments
Investment Objective:	Long-term capital appreciation.

Guggenheim Variable Funds - Multi-Hedge Strategies

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2019

Investment Advisor:	Guggenheim Investments
Investment Objective:	Capital appreciation consistent with the return and risk characteristics of the hedge fund
	universe and, secondarily, to achieve these returns with low correlation to and less volatility
	than equity indices.

Invesco - Invesco V.I. Balanced-Risk Allocation Fund: Series I Shares

Investment Advisor:	Invesco Advisers, Inc.
Investment Objective:	Total return with a low to moderate correlation to traditional financial market indices.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide total return.

Ivy Variable Insurance Portfolios - Energy: Class II

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide capital growth and appreciation.

Ivy Variable Insurance Portfolios - High Income: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide total return through a combination of high current income and capital
	appreciation.

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide growth of capital.

Ivy Variable Insurance Portfolios - Pathfinder Aggressive: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide growth of capital consistent with a more aggressive level of risk as
	compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

Ivy Variable Insurance Portfolios - Pathfinder Conservative: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide total return consistent with a conservative level of risk as compared to the
	other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

Ivy Variable Insurance Portfolios - Pathfinder Moderate - Managed Volatility: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Sub-advisor: Investment Objective:	Ivy Investment Management Company Advantus Capital Management, Inc. To seek to provide total return consistent with a moderate level of risk as compared to the other Ivy Funds VIP Pathfinder Managed Volatility Portfolios, while seeking to manage
Designation: FF, VOL	volatility of investment return.

Ivy Variable Insurance Portfolios - Pathfinder Moderate: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Investment Objective:	Ivy Investment Management Company To seek to provide total return consistent with a moderate level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.
Designation: FF	

Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive - Managed Volatility: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Ivy Investment Management Company
Sub-advisor:	Advantus Capital Management, Inc.
Investment Objective:	To seek to provide growth of capital, but also to seek income consistent with a moderately aggressive level of risk as compared to other Ivy Funds VIP Pathfinder Managed Volatility Portfolios, while seeking to manage volatility of investment return.
Designation: FF, VOL	

Ivy Variable Insurance Portfolios - Pathfinder Moderately Aggressive: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide growth of capital, but also to seek income consistent with a moderately
	aggressive level of risk as compared to the other Ivy Funds VIP Pathfinder Portfolios.
Designation: EE	

Designation: FF

Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative - Managed Volatility: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Sub-advisor: Investment Objective:	Ivy Investment Management Company Advantus Capital Management, Inc. To seek to provide total return consistent with a moderately conservative level of risk as compared to the other Ivy Funds VIP Pathfinder Managed Volatility Portfolios, while seeking to manage volatility of investment return.
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Designation: FF, VOL

Ivy Variable Insurance Portfolios - Pathfinder Moderately Conservative: Class II

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor:	Ivy Investment Management Company
Investment Objective:	To seek to provide total return consistent with a moderately conservative level of risk as
	compared to the other Ivy Funds VIP Pathfinder Portfolios.

Designation: FF

Janus Henderson VIT Balanced Portfolio: Service Shares

Investment Advisor:	Janus Capital Management LLC
Investment Objective:	Long-term capital growth, consistent with preservation of capital and balanced by current
	income.

Janus Henderson VIT Enterprise Portfolio: Service Shares

Investment Advisor:	Janus Capital Management LLC
Investment Objective:	Long-term growth of capital.

Janus Henderson VIT Flexible Bond Portfolio: Service Shares

Investment Advisor:	Janus Capital Management LLC
Investment Objective:	Maximum total return, consistent with preservation of capital.

Janus Henderson VIT Forty Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014

Investment Advisor:	Janus Capital Management LLC
Investment Objective:	Long-term growth of capital.

Janus Henderson VIT Global Technology Portfolio: Service Shares

Investment Advisor:	Janus Capital Management LLC
Investment Objective:	Long-term growth of capital.

Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares

Investment Advisor:	Lazard Asset Management LLC
Investment Objective:	Long-term capital appreciation.

Lord Abbett Series Fund, Inc. - Short Duration Income Portfolio: Class VC

Investment Advisor:	Lord, Abbett & Co. LLC
Investment Objective:	The Fund's investment objective is to seek a high level of income consistent with
	preservation of capital.

Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC

Investment Advisor:Lord, Abbett & Co. LLCInvestment Objective:The Fund's investment objective is to seek income and capital appreciation to produce a
high total return.

MainStay VP Funds Trust - MainStay VP MacKay Convertible Portfolio: Service 2 Class

Investment Advisor:	New York Life Investment Management LLC
Sub-advisor:	MacKay Shields LLC
Investment Objective:	The Fund seeks capital appreciation together with current income.

Merger Fund VL (The) - The Merger Fund VL

Investment Advisor:	Westchester Capital Management, LLC
Investment Objective:	Seeks to achieve capital growth by engaging in merger arbitrage.

MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class

Investment Advisor:	Massachusetts Financial Services Company
Investment Objective:	To seek capital appreciation.

MFS® Variable Insurance Trust - MFS Utilities Series: Service Class

Investment Advisor:	Massachusetts Financial Services Company
Investment Objective:	To seek total return.

MFS® Variable Insurance Trust - MFS Value Series: Service Class

Investment Advisor:	Massachusetts Financial Services Company
Investment Objective:	To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Growth Portfolio: Service Class

Investment Advisor:	Massachusetts Financial Services Company
Investment Objective:	To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class

Investment Advisor:	Massachusetts Financial Services Company
Investment Objective:	To seek capital appreciation.

Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class II

Investment Advisor:	Morgan Stanley Investment Management Inc.
Investment Objective:	High total return by investing primarily in fixed income securities of government and
	government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.

Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II

Investment Advisor:	Morgan Stanley Investment Management Inc.
Sub-advisor:	Morgan Stanley Investment Management Limited
Investment Objective:	Both capital appreciation and current income.

Morgan Stanley Variable Insurance Fund, Inc. - Global Real Estate Portfolio: Class II

Investment Advisor:	Morgan Stanley Investment Management Inc.
Sub-advisor:	Morgan Stanley Investment Management Company
Investment Objective:	The Portfolio seeks to provide current income and capital appreciation.

Mutual Fund and Variable Insurance Trust - Rational Insider Buying VA Fund

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Sub-advisor: Tutt	ional Advisors, Inc. le Tactical Management, LLC ks total return on investment with dividend income as an important component of that irn
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Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class II

Investment Advisor: Sub-advisor: Investment Objective:	Nationwide Fund Advisors American Century Investment Management, Inc. The Fund seeks capital appreciation, and secondarily current income.	
Nationwide Variable Insurance	e Trust - American Funds NVIT Asset Allocation Fund: Class II	
Investment Advisor: Investment Objective:	Capital Research and Management Company, Nationwide Fund Advisors The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.	
Designation: MF		
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II		
Investment Advisor: Investment Objective:	Capital Research and Management Company, Nationwide Fund Advisors The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.	
Designation: MF		
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II		
Investment Advisor: Investment Objective: Designation: MF	Capital Research and Management Company, Nationwide Fund Advisors The Fund seeks to provide long-term growth of capital.	
Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II		

Investment Advisor:Capital Research and Management Company, Nationwide Fund AdvisorsInvestment Objective:The Fund seeks to provide long-term growth of capital.Designation: MFThe Fund seeks to provide long-term growth of capital.

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor:	Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective:	The fund seeks to achieve long-term growth of capital and income.
Designation: MF	

Nationwide Variable Insurance Trust - Amundi NVIT Multi Sector Bond Fund: Class I

	years.
Investment Objective:	The Fund seeks to provide above average total return over a market cycle of three to five
Sub-advisor:	Amundi Pioneer Institutional Asset Management, Inc.
Investment Advisor:	Nationwide Fund Advisors

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks capital growth and income through investments in equity securities,
	including common stocks and securities convertible into common stocks.

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	The Fund seeks high total investment return consistent with preservation of capital over the
	long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	DoubleLine Capital LP
Investment Objective:	The Fund seeks to maximize total return.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Federated Investment Management Company
Investment Objective:	The Fund seeks to provide high current income.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Neuberger Berman Investment Advisers LLC
Investment Objective:	The Fund seeks long-term growth of capital by investing primarily in securities of companies
	that meet the Fund's financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Bond Index Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks to match the performance of the Bloomberg Barclays U.S. Aggregate Bond
	Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II

Investment Advisor:Nationwide Fund AdvisorsInvestment Objective:The Fund seeks maximum growth of capital consistent with a more aggressive level of risk
as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Balanced Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks a high level of total return through investment in both equity and fixed income securities.
Designation: FF	income securices.
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.
Designation: FF	
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Conservative Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Cardinal Funds.
Designation: FF	
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
Investment Advisor: Sub-advisor: Investment Objective:	Nationwide Fund Advisors Nationwide Asset Management, LLC The Fund seeks a high level of total return through investment in both equity and fixed- income securities, consistent with preservation of capital.
Designation: FF, VOL	
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
Investment Advisor: Sub-advisor: Investment Objective:	Nationwide Fund Advisors Nationwide Asset Management, LLC The Fund seeks growth primarily and investment income secondarily consistent with the preservation of capital.
Designation: FF, VOL	
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Moderate Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.
Designation: FF	
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.
Designation: FF	aggressive level of hisk as compared to other Gardinari unus.
Nationwide Variable Insura	nce Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
Investment Advisor: Investment Objective:	Nationwide Fund Advisors The fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF	
Nationwide Variable Insura	nce Trust - NVIT Core Plus Bond Fund: Class II
Investment Advisor: Sub-advisor:	Nationwide Fund Advisors Neuberger Berman Investment Advisers LLC

Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks primarily to provide growth of capital, and secondarily current income.
Designation: FF	

Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks a high level of total return consistent with a moderate level of risk.
Designation: FF	5

Nationwide Variable Insurance Trust - NVIT Dynamic U.S. Growth Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Mellon Investments Corporation
Investment Objective:	The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Lazard Asset Management LLC and Standard Life Investments (Corporate Funds) Limited
Investment Objective:	The Fund seeks long-term capital growth by investing primarily in equity securities of
	companies located in emerging market countries.

Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	The Fund seeks as high a level of current income as is consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Federated Investment Management Company
Investment Objective:	The Fund seeks as high a level of current income as is consistent with preserving capital
	and maintaining liquidity. The Fund is a money market fund that seeks to maintain a stable
	net asset value of \$1.00 per share.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Lazard Asset Management LLC
Investment Objective:	The Fund seeks long-term capital growth by investing primarily in equity securities of
	companies in Europe, Australasia, the Far East and other regions, including developing
	countries.

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks to match the performance of the MSCI EAFE® Index as closely as possible
	before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks maximum growth of capital consistent with a more aggressive level of risk
	as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Advisor:	Nationwide Fund Advisors	
Investment Objective:	The Fund seeks a high level of total return through investment in both equity and fix	
	income securities.	

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors	
Investment Objective:	The Fund seeks growth of capital, but also seeks income consistent with a less aggress	
	level of risk as compared to other NVIT Investor Destinations Funds.	

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Advisor: Investment Objective:	Nationwide Fund Advisors The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Investor Destinations Funds.
Designation: FF	compared to other investor Destinations runds.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II

Investment Advisor:	Nationwide Fund Advisors	
Sub-advisor:	Nationwide Asset Management, LLC	
Investment Objective:	The Fund seeks a high level of total return through investment in both equity and fixe	
	income securities, consistent with preservation of capital.	

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective: The Fund s	The Fund seeks growth primarily and investment income secondarily consistent with the
	preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks a high level of total return consistent with a moderate level of risk as
	compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks growth of capital, but also seeks income consistent with a moderately
-	aggressive level of risk as compared to other Investor Destinations Funds.
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Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Investment Objective:	The Fund seeks a high level of total return consistent with a moderately conservative level of
	risk.

Designation: FF

Nationwide Variable Insurance Trust - NVIT iShares® Fixed Income ETF Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The fund seeks total return.
Designation: FF	

Nationwide Variable Insurance Trust - NVIT iShares® Global Equity ETF Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks long-term capital appreciation.
Designation: FF	

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	The Fund seeks to provide a high total return (including income and capital gains) consistent
	with preservation of capital over the long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective: Designation: FF, VOL	The Fund seeks to achieve long-term growth of capital and income.

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Dimensional Fund Advisors LP and Thompson, Siegel & Walmsley LLC
Investment Objective:	The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Massachusetts Financial Services Company; Smith Asset Management Group; and Loomis,
	Sayles & Company L.P.
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Massachusetts Financial Services Company; Mellon Investments Corporation; and
	Wellington Capital Management LLP
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Neuberger Berman Investment Advisers LLC and Wells Capital Management, Inc.
Investment Objective:	The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; and
	WEDGE Capital Management, L.L.P.
Investment Objective:	The fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	OppenheimerFunds, Inc. and Wellington Management Company, LLP
Investment Objective:	The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Epoch Investment Partners, Inc. and J.P. Morgan Investment Management Inc.
Investment Objective:	The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Jacobs Levy Equity Management, Inc. and OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	AQR Capital Management, LLC
Investment Objective:	The Fund seeks total return through a flexible combination of capital appreciation and
	current income.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Wellington Management Company LLP
Investment Objective:	The Fund seeks current income and long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Nationwide Asset Management, LLC
Investment Objective:	The Fund seeks to provide a high level of current income while preserving capital and
	minimizing fluctuations in share value.

Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	BlackRock Investment Management, LLC
Investment Objective:	The Fund seeks to match the performance of the Russell 2000® Index as closely as
	possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I

Investment Advisor:	Nationwide Fund Advisors
Sub-advisor:	Templeton Investment Counsel, LLC
Investment Objective:	The Fund seeks to maximize total return consisting of capital appreciation and/or current
	income.

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Non-Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares

Investment Advisor:	OFI Global Asset Management, Inc.
Sub-advisor:	OppenheimerFunds, Inc.
Investment Objective:	The Fund seeks capital appreciation.

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class

Investment Advisor:	PIMCO
Sub-advisor:	Research Affiliates, LLC
Investment Objective:	The Portfolio seeks maximum real return, consistent with preservation of real capital and
	prudent investment management.

Designation: FF

PIMCO Variable Insurance Trust - Commodity RealReturn® Strategy Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum real return, consistent with prudent investment management.

PIMCO Variable Insurance Trust - Dynamic Bond Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum long-term return, consistent with preservation of capital and
	prudent investment management.

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The portfolio seeks maximum total return consistent with preservation of capital and prudent
	investment management.

PIMCO Variable Insurance Trust - High Yield Portfolio: Advisor Class

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PIMCO Variable Insurance Trust - Income Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Fund's primary investment objective is to maximize current income. Long-term capital
	appreciation is a secondary objective.

PIMCO Variable Insurance Trust - International Bond Portfolio (U.S. Dollar-Hedged): Administrative Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum total return, consistent with preservation of capital and
	prudent investment management.

PIMCO Variable Insurance Trust - International Bond Portfolio (Unhedged): Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The portfolio seeks maximum total return consistent with preservation of capital and prudent
	investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum total return, consistent with preservation of capital and
	prudent investment management.

PIMCO Variable Insurance Trust - Real Return Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum real return, consistent with preservation of real capital and
	prudent investment management.

PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum current income, consistent with preservation of capital and
	daily liquidity.

PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class

Investment Advisor:	PIMCO
Investment Objective:	The Portfolio seeks maximum total return, consistent with preservation of capital and
	prudent investment management.

Putnam Variable Trust - Putnam VT Equity Income Fund: Class IB

Investment Advisor:	Putnam Investment Management, LLC
Sub-advisor:	Putnam Investments Limited
Investment Objective:	Seeks capital growth and current income.

Royce Capital Fund - Royce Small-Cap Portfolio: Investment Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor:	Royce & Associates, LP
Investment Objective:	Long-term capital growth.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Advisor:	T. Rowe Price Associates, Inc.
Investment Objective:	The fund seeks long-term capital appreciation.

VanEck VIP Trust - VanEck VIP Global Gold Fund: Class S

Investment Advisor:	Van Eck Associates Corporation
Investment Objective:	Seeks long-term capital appreciation by investing in common stocks of gold-mining
	companies. The Fund may take current income into consideration when choosing
	investments.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S

Investment Advisor:	Van Eck Associates Corporation
Investment Objective:	Seeks long-term capital appreciation by investing primarily in hard asset securities. Income
	is a secondary consideration.

Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A

Investment Advisor:	Virtus Investment Advisers, Inc.
Sub-advisor:	Duff & Phelps Investment Management Co.
Investment Objective:	Capital appreciation and income with approximately equal emphasis.

Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Investment Advisor:	Wells Fargo Funds Management, LLC
Sub-advisor:	Wells Capital Management, Inc.
Investment Objective:	Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts with no optional benefits (the minimum Variable Account charge of 0.40%) and contracts with the most expensive combination of allowable optional benefits as of December 31, 2018 (the maximum Variable Account charge of 0.60%). The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only. To obtain a copy of the Condensed Financial Information for any other Variable Account expense tier, contact the Service Center and request a copy of the Statement of Additional Information, which is available free of charge.

The following underlying mutual funds in which the Sub-Accounts invest were added to the Variable Account after December 31, 2018; therefore, no Condensed Financial Information is available:

- Fidelity Variable Insurance Products Fund VIP Contrafund(R) Portfolio: Service Class 2
- MFS(R) Variable Insurance Trust II MFS International Growth Portfolio: Service Class
- Nationwide Variable Insurance Trust NVIT iShares Fixed Income ETF Fund: Class II
- Nationwide Variable Insurance Trust NVIT iShares Global Equity ETF Fund: Class II

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• Virtus Variable Insurance Trust - Virtus Duff & Phelps Real Estate Securities Series: Class A

No Additiona	al Contract Options Elected	Total - 0.40%	
Variable account charges	of the daily net assets of th	ne variable account	- 0.40%
	Paginping Value	Ending Volue	Borooptogo Ch

Period	Beginning Value	Ending Value	Percentage Change	Units	
AllianceBernstein Variable Products Series Fund, Inc AB VPS Dynamic Asset Allocation Portfolio: Class A - Q/NQ					
2018	12.751594	11.802746	-7.44%	0	
2017	11.165003	12.751594	14.21%	0	
2016	10.821164	11.165003	3.18%	923	
2015	10.984508	10.821164	-1.49%	4,469	
2014	10.558747	10.984508	4.03%	6,745	
2013*	10.000000	10.558747	5.59%	1,477	
AllianceBernstein Variable Products Series Fund, Inc.	- AB VPS Internatior	nal Value Portfolio	: Class B - Q/NQ		
2018*	10.000000	7.705534	-22.94%	0	
AllianceBernstein Variable Products Series Fund, Inc.	AB VPS Small/Mid	Cap Value Portfo	lio: Class A - Q/NQ		
2018	17.708835	14.986848	-15.37%	33.430	
2017	15.713802	17.708835	12.70%	32,399	
2016	12.612443	15.713802	24.59%	29,066	
2015	13.398072	12.612443	-5.86%	20,316	
2014	12.318782	13.398072	8.76%	16,264	
2013*	10.000000	12.318782	23.19%	11,735	
ALPS Variable Investment Trust - ALPS/Alerian Energy	Infrastructure Port	folio: Class III - O	NO		
2018	8.603665	6.944535	-19.28%	2,662	
2017	8.711235	8.603665	-1.23%	2,002	
2016	6.211900	8.711235	40.23%	1,359	
2015*	10.000000	6.211900	-37.88%	330	
2010	10.000000	0.211000	01.0070	000	
ALPS Variable Investment Trust - ALPS/Red Rocks Lis	ted Private Equity P	ortfolio: Class III	- Q/NQ		
2018*	10.000000	8.742900	-12.57%	0	

	-			
Period	Beginning Value	Ending Value	Percentage Change	Units
American Century Variable Portfolios II, Inc American	n Century VP Inflatio	on Protection Fun	d: Class I - Q/NQ	
2018	9.856958	9.564844	-2.96%	146,388
2017	9.522733	9.856958	3.51%	104,696
2016	9.131191	9.522733	4.29%	32,967
2015	9.381843	9.131191	-2.67%	25,802
2014	9.094092	9.381843	3.16%	17,176
2013*	10.000000	9.094092	-9.06%	5,097
American Century Variable Portfolios, Inc American	Century VP Mid Cap	Value Fund: Clas	s I - Q/NQ	
2018	18.002265	15.628474	-13.19%	64,612
2017	16.182051	18.002265	11.25%	58,431
2016	13.224464	16.182051	22.36%	63,740
2015	13.470558	13.224464	-1.83%	27,378
2014	11.616849	13.470558	15.96%	18,403
2013*	10.000000	11.616849	16.17%	686
American Funds Insurance Series® - Blue Chip Income	and Growth Fund:	Class 4 - Q/NQ		
2018*	10.000000	9.323594	-6.76%	1,741
				,
American Funds Insurance Series® - Capital Income B	uilder®: Class 4 - O	/NO		
2018*	10.000000	9.538511	-4.61%	3,883
2010	10.000000	5.000011	-4.0170	0,000
American Funda Incurrence Series® Clabel Small Con	italization Fund. Cla			
American Funds Insurance Series® - Global Small Cap			40.000/	0
2018*	10.000000	8.734255	-12.66%	0
American Funds Insurance Series® - International Fund				
2018*	10.000000	8.528532	-14.71%	8,036
American Funds Insurance Series® - Managed Risk As				
2018	13.699933	12.976883	-5.28%	1,366
2017	11.981122	13.699933	14.35%	43,897
2016	11.213456	11.981122	6.85%	45,758
2015	11.380419	11.213456	-1.47%	46,137
2014	11.103153	11.380419	2.50%	50,389
2013*	10.000000	11.103153	11.03%	5,503
Disel/Deals Veriable Carica Fronts II. Inc. Dis. 1 D. 1 11				
BlackRock Variable Series Funds II, Inc BlackRock H			0.00%	05 050
2018	10.297571	9.959903	-3.28%	25,958
2017*	10.000000	10.297571	2.98%	972
BlackRock Variable Series Funds II, Inc BlackRock T	otal Return V.I. Fund	d: Class III - Q/NQ		
2018	10.338155	10.222292	-1.12%	217,312
2017	10.057106	10.338155	2.79%	56,063
2016	9.855048	10.057106	2.05%	13,468
2015*	10.000000	9.855048	-1.45%	5,276
BlackRock Variable Series Funds, Inc BlackRock Equ	uity Dividend V.I. Fu	nd: Class III - Q/N	Q	
2018	13.179842	12.153354	-7.79%	8,317
2017	11.359466	13.179842	16.03%	17,321
2016	9.826878	11.359466	15.60%	33,900
2015*	10.00000	9.826878	-1.73%	11,465
				•

Period	Beginning Value	Ending Value	Percentage Change	Units
BlackRock Variable Series Funds, Inc BlackRock Gl	obal Allocation V.I. F	und: Class III - Q/	NQ	
2018	18.643974	17.161738	-7.95%	50,822
2017	16.462055	18.643974	13.25%	52,054
2016	15.922152	16.462055	3.39%	79,674
2015	16.147714	15.922152	-1.40%	71,457
2014	15.905211	16.147714	1.52%	27,484
2013	13.957075	15.905211	13.96%	1,671
				.,
Columbia Funds Variable Insurance Trust - CTIVP - AC	R Managed Futures	Strategy Fund: C	lass 2 - O/NO	
2018*	10.000000	9.648899	-3.51%	0
2010	10.000000	9.040099	-3.3170	0
Oslamskia Franka Variakla Osriaa Traat II. Oslamskia V			•	
Columbia Funds Variable Series Trust II - Columbia VF	-			400
2018	10.268898	9.818612	-4.38%	136
2017*	10.000000	10.268898	2.69%	122
Delaware VIP Trust - Delaware VIP Small Cap Value Se				
2018	17.531847	14.502766	-17.28%	39,460
2017	15.750212	17.531847	11.31%	25,796
2016	12.063366	15.750212	30.56%	28,635
2015	12.948541	12.063366	-6.84%	10,078
2014	12.308958	12.948541	5.20%	9,307
2013*	10.000000	12.308958	23.09%	1,709
Delaware VIP Trust - Delaware VIP Value Series: Servio	ce Class - Q/NQ			
2018	16.851648	16.280414	-3.39%	122,579
2017	14.902190	16.851648	13.08%	78,774
2016	13.087719	14.902190	13.86%	42,857
2015	13.224883	13.087719	-1.04%	32,726
2014	11.678100	13.224883	13.25%	32,469
2013*	10.000000	11.678100	16.78%	11,369
				.,
Dreyfus Investment Portfolios - MidCap Stock Portfolio	o: Service Shares - (
2018	13.985274	11.744231	-16.02%	6,290
2017	12.205579	13.985274	14.58%	12,000
2017	10.637426	12.205579	14.74%	12,000
2015	10.955797	10.637426	-2.91%	10,630
2013				
2014	10.000000	10.955797	9.56%	9,295
		0.110		
Dreyfus Variable Investment Fund - Appreciation Port			7 4004	4 070
2018	20.336283	18.815937	-7.48%	1,370
2017	16.075871	20.336283	26.50%	12,972
2016	14.995581	16.075871	7.20%	18,034
2015	15.475757	14.995581	-3.10%	14,029
2014	14.410065	15.475757	7.40%	21,503
2013	11.974230	14.410065	20.34%	2,481

variable account charges of th	-			
Period	Beginning Value	Ending Value	Percentage Change	Units
Eaton Vance Variable Trust - Eaton Vance VT Floating-	Rate Income Fund:	Initial Class - Q/N	Q	
2018	11.190900	11.136315	-0.49%	63,162
2017	10.861802	11.190900	3.03%	45,816
2016	10.009845	10.861802	8.51%	41,147
2015	10.150755	10.009845	-1.39%	71,543
2014	10.133526	10.150755	0.17%	59,194
2013*	10.000000	10.133526	1.34%	12,061
Fidelity Variable Insurance Products - Emerging Marke	ets Portfolio: Service	e Class 2 - Q/NQ		
2018*	10.00000	8.295335	-17.05%	1,016
Fidelity Variable Insurance Products Fund - VIP Baland	ced Portfolio: Servic	e Class 2 - Q/NQ		
2018	12.141286	11.555446	-4.83%	292,695
2017	10.498067	12.141286	15.65%	199,104
2016*	10.000000	10.498067	4.98%	7,357
				,
Fidelity Variable Insurance Products Fund - VIP Energy	v Portfolio: Service (Class 2 - O/NO		
2018	16.538281	12.392162	-25.07%	8,379
2017	17.078492	16.538281	-3.16%	31,264
2016	12.843431	17.078492	32.97%	11,961
2015	16.271269	12.843431	-21.07%	11,859
2014	18.727245	16.271269	-13.11%	1,444
2013	15.145498	18.727245	23.65%	487
2013	13.143490	10.727245	23.0370	407
Fidelity Veriable Incurrence Products Fund VID Crowt	h 9 Incomo Doutfalia	. Comico Close 2	0/110	
Fidelity Variable Insurance Products Fund - VIP Growt				074.050
2018	13.159258	11.901577	-9.56%	274,252
2017	11.329935	13.159258	16.15%	187,867
2016*	10.000000	11.329935	13.30%	14,186
Fidelity Variable Insurance Products Fund - VIP Growt			0.000/	70.000
2018	20.887157	20.713308	-0.83%	78,960
2017	15.555202	20.887157	34.28%	46,060
2016	15.532072	15.555202	0.15%	38,818
2015	14.587307	15.532072	6.48%	33,840
2014	13.192955	14.587307	10.57%	16,694
2013	9.739650	13.192955	35.46%	0
Fidelity Variable Insurance Products Fund - VIP Invest			lass 2 - Q/NQ	
2018	14.380703	14.210134	-1.19%	348,244
2017	13.884096	14.380703	3.58%	242,979
2016	13.342262	13.884096	4.06%	40,168
2015	13.510629	13.342262	-1.25%	13,950
2014	12.843389	13.510629	5.20%	7,759
2013	13.167219	12.843389	-2.46%	1,825
Fidelity Variable Insurance Products Fund - VIP Mid Ca	ap Portfolio: Service	Class 2 - Q/NQ		
2018	20.969781	17.800234	-15.11%	16,734
2017	17.466754	20.969781	20.06%	19,952
2016	15.668529	17.466754	11.48%	29,045
2015	15.991885	15.668529	-2.02%	23,748
2014	15.142724	15.991885	5.61%	22,362
2013	11.189834	15.142724	35.33%	4,328
				•

Variable account charges of the	2			l lucito
Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Variable Insurance Products Fund - VIP Real E				00.040
2018	12.981925	12.095164	-6.83%	38,349
2017	12.560253	12.981925	3.36%	22,772
2016	11.957195	12.560253	5.04%	23,342
2015	11.600534	11.957195	3.07%	25,300
2014	8.973224	11.600534	29.28%	21,396
2013*	10.000000	8.973224	-10.27%	2,008
Franklin Templeton Variable Insurance Products Trus	t - Franklin Allocatio	n VIP Fund: Class	2 - Q/NQ	
2018	23.663362	21.294224	-10.01%	24,198
2017	21.216748	23.663362	11.53%	28,197
2016	18.821058	21.216748	12.73%	33,451
2015	20.148441	18.821058	-6.59%	34,875
2014	19.669146	20.148441	2.44%	4,606
2013	15.955490	19.669146	23.28%	1,513
Franklin Templeton Variable Insurance Products Trus				1= 00 1
2018	22.565727	21.507666	-4.69%	15,634
2017	20.657929	22.565727	9.24%	12,434
2016	18.189911	20.657929	13.57%	2,290
2015	19.649023	18.189911	-7.43%	8,991
2014	18.857496	19.649023	4.20%	8,277
2013	16.616680	18.857496	13.49%	6,254
Franklin Templeton Variable Insurance Products Trus	t - Franklin Mutual G	lobal Discoverv V	IP Fund: Class 2 - Q/NQ)
2018	14.037990	12.413139	-11.57%	67,010
2017	12.978377	14.037990	8.16%	61,444
2016	11.616016	12.978377	11.73%	44,045
2015	12.104470	11.616016	-4.04%	42,435
2014	11.496781	12.104470	5.29%	25,618
2013*	10.000000	11.496781	14.97%	16,373
Franklin Templeton Variable Insurance Products Trus		•		1 000
2018	23.664413	20.534442	-13.23%	1,032
2017	21.472081	23.664413	10.21%	0
Franklin Templeton Variable Insurance Products Trus	t - Franklin Strategic	Income VIP Fund	: Class 2 - Q/NQ	
2018	10.867652	10.592875	-2.53%	76,268
2017	10.435478	10.867652	4.14%	20,972
2016	9.706682	10.435478	7.51%	36,253
2015	10.137878	9.706682	-4.25%	29,966
2014	9.992618	10.137878	1.45%	16,706
2013*	10.000000	9.992618	-0.07%	1,291
Franklin Templeton Variable Insurance Products Trus				00 50 1
2018	9.874058	10.024951	1.53%	88,584
2017	9.726322	9.874058	1.52%	104,727
2016	9.486539	9.726322	2.53%	33,098
2015	9.953064	9.486539	-4.69%	12,981
2014	9.813147	9.953064	1.43%	6,210
2013*	10.000000	9.813147	-1.87%	1,380

Period	Beginning Value	Ending Value	Percentage Change	Units
Goldman Sachs Variable Insurance Trust - Goldman S	Sachs Global Trends	Allocation Fund:	Service Shares - Q/NQ	
2018	11.901686	11.339887	-4.72%	2,524
2017	10.564258	11.901686	12.66%	_,=_1
2016	10.165663	10.564258	3.92%	986
2015	10.836856	10.165663	-6.19%	976
2014	10.467402	10.836856	3.53%	2,463
2013*	10.000000	10.467402	4.67%	1,502
2010	10.000000	10.101 102	1.01 /0	1,002
Goldman Sachs Variable Insurance Trust - Goldman S	Sachs Multi-Strategy	Alternatives Port	folio: Service Shares - Q	/NQ
2018*	10.000000	9.463068	-5.37%	0
				· · ·
Goldman Sachs Variable Insurance Trust - Goldman S	Sachs Small Cap Equ	uity Insights Fund	: Service Shares - Q/NQ	
2018	17.408222	15.808271	-9.19%	42,118
2017	15.714563	17.408222	10.78%	34,198
2016	12.828372	15.714563	22.50%	12,674
2015	13.209362	12.828372	-2.88%	8,205
2014	12.431012	13.209362	6.26%	1,364
2013*	10.000000	12.431012	24.31%	804
Guggenheim Variable Funds - Long Short Equity Fund	d - 0/N0			
2018*	10.000000	9.262387	-7.38%	565
		0.202001		
Guggenheim Variable Funds - Multi-Hedge Strategies	- Q/NQ			
2018	10.789258	10.200561	-5.46%	10,866
2017	10.448545	10.789258	3.26%	19,811
2016	10.541387	10.448545	-0.88%	18,688
2015	10.391606	10.541387	1.44%	16,530
2014	9.968853	10.391606	4.24%	16,994
2013*	10.000000	9.968853	-0.31%	2,726
				_,
Invesco - Invesco V.I. Balanced-Risk Allocation Fund:	Series Shares - Q/	NQ		
2018	12.188189	11.354947	-6.84%	12,454
2017	11.108559	12.188189	9.72%	8,996
2016	9.990219	11.108559	11.19%	11,107
2015	10.459166	9.990219	-4.48%	11,874
2014	9.915026	10.459166	5.49%	12,476
2013*	10.000000	9.915026	-0.85%	5,179
				-,
Ivy Variable Insurance Portfolios - Asset Strategy: Cla	iss II - Q/NQ			
2018	17.390380	16.378420	-5.82%	12,248
2017	14.762558	17.390380	17.80%	13,372
2016	15.212357	14.762558	-2.96%	19,101
2015	16.664263	15.212357	-8.71%	28,264
2014	17.660979	16.664263	-5.64%	29,793
2013	14.170611	17.660979	24.63%	4,819
			21.0070	1,010
Ivy Variable Insurance Portfolios - Energy: Class II - Q	/NO			
	10.000000	6.298859	-37.01%	372
2010	10.000000	0.200000	01.01/0	012

Period	Beginning Value	Ending Value	Percentage Change	Units
Ivy Variable Insurance Portfolios - High Income: Class	II - Q/NQ			
2018	12.075683	11.772755	-2.51%	13,412
2017	11.365073	12.075683	6.25%	18,196
2016	9.820954	11.365073	15.72%	184,500
2015	10.546419	9.820954	-6.88%	20,742
2014	10.390872	10.546419	1.50%	9,141
2013*	10.000000	10.390872	3.91%	0
Ivy Variable Insurance Portfolios - Mid Cap Growth: Cl	ass II - Q/NQ			
2018	17.655599	17.574389	-0.46%	23,119
2017	13.969235	17.655599	26.39%	16,414
2016	13.216878	13.969235	5.69%	35,018
2015	14.083970	13.216878	-6.16%	41,906
2014	13.108920	14.083970	7.44%	34,357
2013	10.129163	13.108920	29.42%	11,253
Ivy Variable Insurance Portfolios - Pathfinder Aggress			4.050/	0.4.0
2018	15.266657	14.556628	-4.65%	813
2017	12.790792	15.266657	19.36%	0
2016	12.253324	12.790792	4.39%	3,118
2015	12.260945	12.253324	-0.06%	3,067
2014	11.739797	12.260945	4.44%	3,113
2013*	10.000000	11.739797	17.40%	0
Ivy Variable Insurance Portfolios - Pathfinder Conserv	ative: Class II - Q/NG	2		
2018	15.417785	15.059904	-2.32%	7,798
2017	14.007489	15.417785	10.07%	8,000
2016	13.674902	14.007489	2.43%	52,295
2015	13.668230	13.674902	0.05%	53,164
2014	13.273035	13.668230	2.98%	8,483
2013	11.613831	13.273035	14.29%	4,230
he Merich I. I. Merica Deutscher Deutscher Mericae	- Maria			
Ivy Variable Insurance Portfolios - Pathfinder Moderat	12.665885	12.110119	-4.39%	272,441
2018				,
2017	11.174621	12.665885	13.35%	276,172
2016	11.019619	11.174621	1.41%	431,721
2015	11.111260	11.019619	-0.82%	489,679
2014	10.752637	11.111260	3.34%	377,504
2013*	10.000000	10.752637	7.53%	157,636
Ivy Variable Insurance Portfolios - Pathfinder Moderat	e: Class II - Q/NQ			
2018	17.707817	16.948435	-4.29%	75,084
2017	15.500864	17.707817	14.24%	72,015
2016	15.015616	15.500864	3.23%	80,747
2015	15.028037	15.015616	-0.08%	81,332
2014	14.475103	15.028037	3.82%	69,381
2013	12.027520	14.475103	20.35%	68,533

Period	Beginning Value	Ending Value	Percentage Change	Units
Ivy Variable Insurance Portfolios - Pathfinder Moderate	lv Aggressive - Man	naged Volatility: C	lass II - Q/NQ	
2018	13.027438	12.358508	-5.13%	501,283
2017	11.305113	13.027438	15.23%	664,794
2016	11.088768	11.305113	1.95%	852,014
2015	11.212557	11.088768	-1.10%	762,575
2014	10.834381	11.212557	3.49%	528,889
2013*	10.000000	10.834381	8.34%	128,579
				0,0.0
Ivy Variable Insurance Portfolios - Pathfinder Moderate	ly Aggressive: Clas	s II - Q/NQ		
2018	18.913017	17.950372	-5.09%	24,974
2017	16.268881	18.913017	16.25%	21,834
2016	15.627905	16.268881	4.10%	11,238
2015	15.681250	15.627905	-0.34%	11,478
2014	15.049880	15.681250	4.20%	10,466
2013	12.204008	15.049880	23.32%	3,334
			0.0/0	0,001
Ivy Variable Insurance Portfolios - Pathfinder Moderate	ly Conservative - M	anaged Volatility:	Class II - Q/NQ	
2018	12.136681	11.737466	-3.29%	125,006
2017	10.894840	12.136681	11.40%	156,951
2016	10.808165	10.894840	0.80%	161,972
2015	10.908108	10.808165	-0.92%	195,988
2014	10.626707	10.908108	2.65%	86,774
2013*	10.000000	10.626707	6.27%	53,196
			0.21 /0	
Ivy Variable Insurance Portfolios - Pathfinder Moderate	lv Conservative: Cla	ass II - Q/NQ		
2018	16.597340	16.089795	-3.06%	0
2017	14.777353	16.597340	12.32%	0
2016	14.390402	14.777353	2.69%	0
2015	14.400902	14.390402	-0.07%	0
2014	13.918870	14.400902	3.46%	0
2013	11.872487	13.918870	17.24%	0
			,.	· ·
Janus Henderson VIT Balanced Portfolio: Service Shar	es - Q/NQ			
2018*	10.000000	9.974456	-0.26%	25,314
		0.01 1.00	0.20,0	_0,011
Janus Henderson VIT Enterprise Portfolio: Service Sha	ares - Q/NQ			
2018	19.917075	19,705029	-1.06%	70,370
2017	15.734893	19.917075	26.58%	28,140
2016	14.092259	15.734893	11.66%	10,483
2015	13.635178	14.092259	3.35%	11,588
2014	12.196829	13.635178	11.79%	5,439
2013*	10.000000	12.196829	21.97%	372
2010	10.000000	12.100020	21.0170	012
Janus Henderson VIT Flexible Bond Portfolio: Service	Shares - Q/NQ			
2018	10.319017	10.145314	-1.68%	30,248
2017	10.024244	10.319017	2.94%	18,218
2016	9.845667	10.024244	1.81%	11,411
2015*	10.000000	9.845667	-1.54%	1,391
2010	10.00000	0.040001		1,001

Period	Beginning Value	Ending Value	Percentage Change	Units
Janus Henderson VIT Forty Portfolio: Service Shares	- Q/NQ			
2018	20.995463	21.270506	1.31%	6,979
2017	16.215616	20.995463	29.48%	7,158
2016	15.970347	16.215616	1.54%	7,275
2015	14.324546	15.970347	11.49%	11,978
2014	13.259315	14.324546	8.03%	12,821
2013	10.171128	13.259315	30.36%	6,602
2010	10.171120	10.200010	00.0070	0,002
Janus Henderson VIT Global Technology Portfolio: Se	ervice Shares - Q/NQ			
2018	23.521157	23.639594	0.50%	35,801
2017	16.296242	23.521157	44.33%	28,878
2016	14.370996	16.296242	13.40%	27,046
2015	13.788166	14.370996	4.23%	35,031
2014	12.660155	13.788166	8.91%	23,397
2013*	10.00000	12.660155	26.60%	670
Learning Definition of Option land, Learning Definition of Fund	Marila 4a Eard			
Lazard Retirement Series, Inc Lazard Retirement Em		•		00 704
2018	11.470487	9.304437	-18.88%	68,734
2017	9.009499	11.470487	27.32%	47,062
2016	7.489353	9.009499	20.30%	47,403
2015	9.405786	7.489353	-20.38%	54,160
2014	9.902718	9.405786	-5.02%	46,608
2013*	10.000000	9.902718	-0.97%	748
Lord Abbett Series Fund, Inc Short Duration Income	Portfolio: Class VC	- Q/NQ		
2018*	10.000000	10.116103	1.16%	355
Lord Abbett Series Fund, Inc Total Return Portfolio:				
2018	10.380459	10.232592	-1.42%	203,730
2017	10.034346	10.380459	3.45%	60,151
2016*	10.000000	10.034346	0.34%	3,277
MainStay VP Funds Trust - MainStay VP MacKay Conv	vertible Portfolio: Se	rvice 2 Class - Q/I	Q	
2018*		9.431943	-5.68%	2,229
MFS® Variable Insurance Trust - MFS New Discovery			0.4404	
2018	17.721545	17.347256	-2.11%	22,512
2017	14.083987	17.721545	25.83%	12,754
2016	12.996854	14.083987	8.36%	10,123
2015	13.335142	12.996854	-2.54%	6,729
2014	14.473325	13.335142	-7.86%	6,080
2013	10.290103	14.473325	40.65%	5,940
MFS® Variable Insurance Trust - MFS Utilities Series:	Service Class - O/NO	0		
2018	12.673752	12.725116	0.41%	3,152
2017	11.113771	12.673752	14.04%	5,284
2017	10.031245	11.113771	10.79%	5,264 4,974
			-15.10%	
2015	11.815105	10.031245		4,919
2014	10.547641	11.815105	12.02%	3,204
2013*	10.000000	10.547641	5.48%	1,989

Period	Beginning Value	Ending Value	Percentage Change	Units
		Ending value	r creentage onange	01113
MFS® Variable Insurance Trust - MFS Value Series: Se	20.747648	18.524146	-10.72%	67 101
2018				67,121
2017	17.751279	20.747648	16.88%	47,962
2016	15.664497	17.751279	13.32%	38,517
2015	15.875685	15.664497	-1.33%	25,971
2014	14.463812	15.875685	9.76%	16,988
2013	10.709736	14.463812	35.05%	5,711
MFS® Variable Insurance Trust II - MFS International V	Julua Portfolia: Sory	ico Class - O/NO		
2018	21.640676	19.457804	-10.09%	133,483
2017	17.132583	21.640676	26.31%	112,472
2016	16.564945	17.132583	3.43%	58,679
				50,200
2015	15.642851	16.564945	5.89%	
2014	15.529769	15.642851	0.73% 27.12%	37,919
2013	12.216316	15.529769	21.12%	1,152
Morgan Stanley Variable Insurance Fund, Inc Emerg	ing Markets Debt Po	ortfolio: Class II - C	D/NQ	
2018	11.011364	10.194521	-7.42%	21,406
2017	10.088490	11.011364	9.15%	26,977
2016	9.159764	10.088490	10.14%	14,808
2015	9.305891	9.159764	-1.57%	16,534
2014	9.080785	9.305891	2.48%	13,584
2013*	10.000000	9.080785	-9.19%	0
Morgan Stanley Variable Insurance Fund, Inc Global	Infrastructure Portf	olio: Class II - Q/N	Q	
2018	10.622867	9,745486	-8.26%	1,045
2017	9.476683	10.622867	12.09%	5,751
2016	8.276007	9.476683	14.51%	3,785
2015*	10.000000	8.276007	-17.24%	3,385
				-,
Morgan Stanley Variable Insurance Fund, Inc Global	Real Estate Portfoli	o: Class II - Q/NQ		
2018	11.491010	10.506330	-8.57%	4,280
2017	10.516220	11.491010	9.27%	1,269
2016	10.238694	10.516220	2.71%	3,695
2015	10.427659	10.238694	-1.81%	4,146
2014	9.195812	10.427659	13.40%	3,715
2013*	10.000000	9.195812	-8.04%	1,236
Mutual Fund and Variable Insurance Trust - Rational Ir				
2018	20.899554	19.320791	-7.55%	0
2017	17.855331	20.899554	17.05%	0
2016	16.149756	17.855331	10.56%	0
2015	17.466377	16.149756	-7.54%	476
2014	17.906029	17.466377	-2.46%	481
2013	13.627873	17.906029	31.39%	0

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - American Centu	ry NVIT Multi Cap V	alue Fund: Class	II - Q/NQ	
2018	29.224794	26.350786	-9.83%	36,835
2017	27.058748	29.224794	8.00%	25,990
2016	22.599359	27.058748	19.73%	26,091
2015	23.744760	22.599359	-4.82%	8,580
2014	21.107239	23.744760	12.50%	2,660
2013	16.094570	21.107239	31.15%	1,225
Nationwide Variable Insurance Trust - American Funds	s NVIT Asset Allocat	ion Fund: Class I	- Q/NQ	
2018	25.242608	23.889344	-5.36%	495,729
2017	21.887174	25,242608	15.33%	217,508
2016	20.160512	21.887174	8.56%	183,837
2015	20.044208	20.160512	0.58%	143,832
2014	19.168106	20.044208	4.57%	47,491
2013	15.610287	19.168106	22.79%	29,034
Nationwide Variable Insurance Trust - American Funds	s NVIT Bond Fund: (
2018	12.305036	12.123999	-1.47%	904,368
2017	11.969889	12.305036	2.80%	304,300 306,757
2016	11.707536	11.969889	2.24%	63,804
2015	11.781754	11.707536	-0.63%	36,863
2013	11.268101	11.781754	4.56%	28,561
2013	11.612227	11.268101	-2.96%	3,280
Nationwide Variable Insurance Trust - American Funds 2018	s NVIT Global Growt 19.254419	h Fund: Class II - 17.370112	Q/NQ -9.79%	110,870
2017	14.760721	19.254419	30.44%	73,144
2016	14.792172	14.760721	-0.21%	67,553
2015	13.939506	14.792172	6.12%	49,804
2014	13.743208	13.939506	1.43%	45,477
2013	10.726280	13.743208	28.13%	5,148
Nationwide Variable Insurance Trust - American Funds	s NVIT Growth Fund	: Class II - Q/NQ		
2018	21.085808	20.863196	-1.06%	141,836
2017	16.565612	21.085808	27.29%	97,322
2016	15.249818	16.565612	8.63%	63,291
2015	14.386428	15.249818	6.00%	35,657
2014	13.365996	14.386428	7.63%	32,821
2013	10.353861	13.365996	29.09%	18,476
Nationwide Variable Insurance Trust - American Funds	s NVIT Growth-Incor	ne Fund: Class II	Q/NQ	
2018	20.562026	20.031899	-2.58%	490,323
2017	16.931866	20.562026	21.44%	257,011
2016	15.303049	16.931866	10.64%	98,041
2015	15.199322	15.303049	0.68%	93,790
2014	13.844441	15.199322	9.79%	74,407
2013	10.453661	13.844441	32.44%	3,719

	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - Amundi NVIT Mu	ulti Sector Bond Fur	nd: Class I - Q/NQ		
2018	14.802217	14.396996	-2.74%	55,274
2017	13.976618	14.802217	5.91%	74,231
2016	12.915833	13.976618	8.21%	30,988
2015	13.353631	12.915833	-3.28%	28,417
2014	12.906030	13.353631	3.47%	25,502
2013	13.105196	12.906030	-1.52%	3,949
Nationwide Variable Insurance Trust - BlackRock NVIT	Equity Dividend Fu	nd: Class I - Q/NQ		
2018	16.782509	15.502189	-7.63%	144,498
2017	14.279958	16.782509	17.52%	52,684
2016	12.161778	14.279958	17.42%	11,753
2015	13.031418	12.161778	-6.67%	18,954
2014	11.984941	13.031418	8.73%	28,605
2013*	10.000000	11.984941	19.85%	12,248
Nationwide Variable Insurance Trust - BlackRock NVIT	Managed Global Al	location Fund: Cla	ss II - O/NO	
2018	11.974965	10.916525	-8.84%	151,007
2017	10.151648	11.974965	17.96%	29,412
2017	10.000000	10.151648	1.52%	10,207
2018*	10.000000	10.156132	1.56%	4,175
Nationwide Variable Insurance Trust - Federated NVIT	High Income Bond F	Fund: Class I - Q/N	Q	
2018	11.617594	11.223860	-3.39%	
2017	10.925895			1,234
2016		11.617594	6.33%	1,234 6,103
2010	9.609358	11.617594 10.925895	6.33% 13.70%	•
	9.609358 9.906204			6,103
2015		10.925895	13.70%	6,103 4,623
	9.906204 10.000000	10.925895 9.609358 9.906204	13.70% -3.00% -0.94%	6,103 4,623 4,285
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm	9.906204 10.000000	10.925895 9.609358 9.906204	13.70% -3.00% -0.94%	6,103 4,623 4,285
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm	9.906204 10.000000 nan NVIT Multi Cap C	10.925895 9.609358 9.906204 Opportunities Fund	13.70% -3.00% -0.94% d: Class II - Q/NQ	6,103 4,623 4,285 4,193
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017	9.906204 10.000000 nan NVIT Multi Cap C 19.151218	10.925895 9.609358 9.906204 Dpportunities Fund 18.119144	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39%	6,103 4,623 4,285 4,193 6,993
2015	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066	10.925895 9.609358 9.906204 Dpportunities Fund 18.119144 19.151218 15.412017	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09%	6,103 4,623 4,285 4,193 6,993 23,147
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017 2016 Nationwide Variable Insurance Trust - Neuberger Berm	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re	10.925895 9.609358 9.906204 Opportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09%	6,103 4,623 4,285 4,193 6,993 23,147 0
2015 2014*	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894	10.925895 9.609358 9.906204 Opportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281
2015	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894 18.371995	10.925895 9.609358 9.906204 Opportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523 21.658894	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25% 17.89%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281 968
2015	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894 18.371995 16.752155	10.925895 9.609358 9.906204 Opportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523 21.658894 18.371995	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25% 17.89% 9.67%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281 968 1,389
2015	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894 18.371995 16.752155 16.890109	10.925895 9.609358 9.906204 Dpportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523 21.658894 18.371995 16.752155	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25% 17.89% 9.67% -0.82%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281 968 1,389 7,499
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017 2016 Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017 2018 2017 2018 2017 2018 2017 2018 2017 2016 2014	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894 18.371995 16.752155	10.925895 9.609358 9.906204 Opportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523 21.658894 18.371995	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25% 17.89% 9.67%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281 968 1,389
2015 2014* Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017 2016 Nationwide Variable Insurance Trust - Neuberger Berm 2018 2017 2016 2017 2016 2017 2018 2017 2018 2017 2016 2015	9.906204 10.000000 nan NVIT Multi Cap C 19.151218 15.412017 13.628066 nan NVIT Socially Re 21.658894 18.371995 16.752155 16.890109 15.345220 11.119915	10.925895 9.609358 9.906204 Dpportunities Fund 18.119144 19.151218 15.412017 esponsible Fund: C 20.304523 21.658894 18.371995 16.752155 16.890109 15.345220	13.70% -3.00% -0.94% d: Class II - Q/NQ -5.39% 24.26% 13.09% Class II - Q/NQ -6.25% 17.89% 9.67% -0.82% 10.07%	6,103 4,623 4,285 4,193 6,993 23,147 0 1,281 968 1,389 7,499 6,877

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II - O/NQ 110% 197 2018 26.966379 19.32% 0 2015 21.390655 29.931503 2.15% 198 2014 20.552335 21.390655 4.05% 0 2013 15.597355 20.552335 28.96% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - O/NQ 0 0 2015 14.776679 16.493603 15.403306 -6.81% 106.589 2015 14.776679 16.493603 11.60% 3.753 20.52335 21.98% 545 2014 13.860149 14.970206 3.89% 545 5013 11.861763 3.860149 14.20% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ 2014 13.860149 14.20% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II - Q/NQ 2017 15.526115 6.83% 56.526 2016 14.779530 14.524862 1.	Period	Beginning Value	Ending Value	Percentage Change	Units
2017 22.951605 28.96379 19.32% 0 2016 20.931503 22.591605 7.93% 0 2014 20.552335 21.390665 20.981503 -2.15% 198 2013 15.5937355 20.552335 28.96% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - OINQ 106.589 37.533 2015 14.778679 16.493603 15.403306 -6.61% 106.589 2014 13.860149 14.778679 16.893803 11.60% 37.533 2015 14.190206 13.983749 1.45% 3.518 2014 13.860149 14.20% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - O/NQ 0 2017 15.526115 15.930951 -8.53% 55.706 2016 14.920% 0 11.7790301 14.226% 50.746 2017 15.526115 15.839% 50.706 50.746 2014 14.779530 14.24862 1.7	Nationwide Variable Insurance Trust - NVIT Cardinal(S	M) Aggressive Fund	I: Class II - Q/NQ		
2016 20.331503 22.951605 7.33% 0 2015 21.39065 20.331503 -2.15% 198 2014 20.552335 21.390655 4.08% 0 2013 15.937355 20.552335 28.96% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - 0/NQ 106.493603 11.60% 37.533 2016 13.983749 14.778679 5.68% 3.515 2015 14.99206 13.883749 14.45% 3.518 2014 13.860149 14.109206 3.88% 545 2013 11.961763 13.860149 14.20% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - 0/NQ 2018 17.908319 15.34% 56.054 2015 14.524862 15.526115 6.85% 50.766 2014 14.779530 14.424862 1.72% 86.594 2014 14.779530 14.424862 1.72% 80.594 20.76% 50.33 2015 14	2018	26.956379	23.963139	-11.10%	197
2015 21.390665 20.331503 -2.15% 198 2014 20.552335 21.390665 4.08% 0 2013 15.937355 20.552335 28.99% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - O/NQ 106,589 2017 -4.778679 16.493603 15.403306 -6.61% 106,589 2015 14.778679 16.493603 11.60% 37.533 2016 -3.883749 14.77679 5.68% 3.515 2015 14.190206 13.983749 14.20% 0 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - O/NQ 0 0 2018 17.908319 16.380951 -8.53% 55,706 2017 15.528115 17.808319 15.34% 56,024 2014 14.779530 14.524862 -1.72% 86,524 2015 14.779530 14.524862 -1.72% 86,524 2014 14.773110 20.76% 11,770 Nationwide Variable Insura	2017	22.591605	26.956379	19.32%	0
2014 20.552335 21.390665 4.08% 0 2013 15.937355 20.552335 28.96% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - Q/NQ 10.430306 -6.61% 106.589 2017 14.778679 16.439303 11.60% 37.533 2016 13.883749 14.778679 5.68% 3.518 2014 13.860149 14.190206 3.88749 -1.45% 3.518 2014 13.860149 14.190206 3.88% 545 5013 11.961763 13.860149 14.20% 0 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ 2018 -1.72% 86.509 2016 14.524821 15.528115 16.80% 56.5706 2017 15.528115 17.908319 15.34% 56.039 2014 14.779530 14.524862 -1.72% 86.509 2013 11.736560 14.17310 20.76% 11.700 2014 14.37739 14.425117	2016	20.931503	22.591605	7.93%	0
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2016 10.574553 11.117584 5.14% 37,759 2015 11.093328 10.574553 -4.68% 37,530 2014 10.891708 11.093328 1.85% 34,451 2013* 10.000000 10.891708 8.92% 22,862 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ 2018 13.050201 12.078418 -7.45% 247,631 2017 11.123545 13.050201 17.32% 76,552 2016 10.514891 11.123545 5.79% 25,852 2015 11.098308 10.514891 -5.26% 6,836 2014 11.031075 11.098308 0.61% 14,672	2018	12.708234	11.769594	-7.39%	73,444
2015 11.093328 10.574553 -4.68% 37,530 2014 10.891708 11.093328 1.85% 34,451 2013* 10.00000 10.891708 8.92% 22,862 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ 2018 13.050201 12.078418 -7.45% 247,631 2017 11.123545 13.050201 17.32% 76,552 2016 10.514891 11.123545 5.79% 25,852 2015 11.098308 10.514891 -5.26% 6,836 2014 11.031075 11.098308 0.61% 14,672	2017	11.117584	12.708234	14.31%	58,779
2014 10.891708 11.093328 1.85% 34,451 2013* 10.000000 10.891708 8.92% 22,862 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ 2018 13.050201 12.078418 -7.45% 247,631 2017 11.123545 13.050201 17.32% 76,552 2016 10.514891 11.123545 5.79% 25,852 2015 11.098308 10.514891 -5.26% 6,836 2014 11.031075 11.098308 0.61% 14,672	2016	10.574553	11.117584	5.14%	37,759
2013* 10.00000 10.891708 8.92% 22,862 Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ 2018 13.050201 12.078418 -7.45% 247,631 2017 11.123545 13.050201 17.32% 76,552 2016 10.514891 11.123545 5.79% 25,852 2015 11.098308 10.514891 -5.26% 6,836 2014 11.031075 11.098308 0.61% 14,672	2015	11.093328	10.574553	-4.68%	37,530
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ201813.05020112.078418-7.45%247,631201711.12354513.05020117.32%76,552201610.51489111.1235455.79%25,852201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672	2014	10.891708	11.093328	1.85%	34,451
201813.05020112.078418-7.45%247,631201711.12354513.05020117.32%76,552201610.51489111.1235455.79%25,852201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672	2013*	10.000000	10.891708	8.92%	22,862
201813.05020112.078418-7.45%247,631201711.12354513.05020117.32%76,552201610.51489111.1235455.79%25,852201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672	Nationwide Variable Insurance Trust - NVIT Cardinal(S	M) Managed Growth	n Fund: Class II - (Q/NQ	
201711.12354513.05020117.32%76,552201610.51489111.1235455.79%25,852201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672	-				247,631
201610.51489111.1235455.79%25,852201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672	2017	11.123545	13.050201	17.32%	
201511.09830810.514891-5.26%6,836201411.03107511.0983080.61%14,672					
2014 11.031075 11.098308 0.61% 14,672					
	2014				

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Cardinal(S			<u> </u>	
2018	17.223291	15.938456	-7.46%	49,026
2017	15.172834	17.223291	13.51%	40,020 54,786
2016	14.271843	15.172834	6.31%	48,885
2015	14.483509	14.271843	-1.46%	45,950
2014	13.906153	14.483509	4.15%	45,681
2013	11.851853	13.906153	17.33%	45,795
				·
Nationwide Variable Insurance Trust - NVIT Cardinal(S 2018			-9.87%	34,768
	18.390291	16.575738		34,766 14,906
2017	15.638298	18.390291	17.60% 7.16%	
2016	14.593145	15.638298		14,906
2015	14.875999	14.593145	-1.90%	4,140
2014 2013	14.284135 11.540010	14.875999 14.284135	4.14% 23.78%	0
2013	11.540010	14.204155	23.70%	0
Nationwide Variable Insurance Trust - NVIT Cardinal(S				40.040
2018	15.759941	14.948929	-5.15%	42,343
2017	14.399633	15.759941	9.45%	20,780
2016	13.639272	14.399633	5.57%	18,448
2015 2014	13.841455	13.639272	-1.46% 3.67%	18,568 14,745
2013	13.351978 12.051242	13.841455 13.351978	10.79%	14,745
2013	12.031242	13.351976	10.79%	0
Nationwide Variable Insurance Trust - NVIT Core Plus			4.050/	~~ ~=~
2018	15.281344	14.998671	-1.85%	63,973
2017	14.785605	15.281344	3.35%	38,342
2016	14.365629	14.785605	2.92%	37,273
2015	14.498307	14.365629	-0.92%	39,557
2014	13.879033	14.498307	4.46%	28,047
2013	14.226213	13.879033	-2.44%	1,570
Nationwide Variable Insurance Trust - NVIT DFA Capita				
2018	14.723946	13.171090	-10.55%	1,129
2017	12.540211	14.723946	17.41%	206
2016	11.303324	12.540211	10.94%	0
2015	11.718883	11.303324	-3.55%	0
2014	11.408972	11.718883	2.72%	0
2013*	10.000000	11.408972	14.09%	0
Nationwide Variable Insurance Trust - NVIT DFA Mode		Q/NQ		
2018	13.674777	12.554987	-8.19%	659
2017	12.061277	13.674777	13.38%	669
2016	11.133316	12.061277	8.33%	676
2015	11.378444	11.133316	-2.15%	675
2014	11.215628	11.378444	1.45%	683
2013*	10.000000	11.215628	12.16%	0
Nationwide Variable Insurance Trust - NVIT Dynamic U	J.S. Growth Fund: C	lass I - Q/NQ		
2018	13.133872	12.914585	-1.67%	8,098
2017	10.357623	13.133872	26.80%	7,812
2016*	10.000000	10.357623	3.58%	8,747

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Emerging	Markets Fund: Class	s I - Q/NQ		
2018	11.823876	9.725318	-17.75%	16,459
2017	8.389463	11.823876	40.94%	27,342
2016	7.819685	8.389463	7.29%	12,498
2015	9.346014	7.819685	-16.33%	8,814
2014	9.930325	9.346014	-5.88%	7,904
2013*	10.000000	9.930325	-0.70%	6,957
Nationwide Variable Insurance Trust - NVIT Governme	nt Bond Fund: Class	s I - O/NO		
2018	12.599600	12.542914	-0.45%	5,035
2017	12.391791	12.599600	1.68%	507
2016	12.349842	12.391791	0.34%	459
2015	12.412922	12.349842	-0.51%	440
2014	11.918234	12.412922	4.15%	485
2013	12.471873	11.918234	-4.44%	472
Nationwide Variable Insurance Trust - NVIT Governme	-			100.011
2018	9.850788	9.947617	0.98%	463,311
2017	9.848729	9.850788	0.02%	495,889
2016	9.887420	9.848729	-0.39%	68,455
2015	9.927171	9.887420	-0.40%	66,902
2014	9.966993	9.927171	-0.40%	4,770
2013	10.007060	9.966993	-0.40%	15,765
Nationwide Variable Insurance Trust - NVIT Internation 2018	13.706237	11.667405	-14.88%	40.227
	10.797080	13.706237	-14.88%	40,327
2017			0.47%	13,986
2016	10.746960 11.130345	10.797080	-3.44%	14,536
2015 2014	11.225362	10.746960 11.130345	-0.85%	15,485 12,561
2014		11.225362		1,542
2013	10.000000	11.225502	12.25%	1,042
Nationwide Variable Insurance Trust - NVIT Internation	al Index Fund: Clas	s II - Q/NQ		
2018	12.716616	10.905102	-14.25%	53,067
2017	10.250335	12.716616	24.06%	25,178
2016	10.214674	10.250335	0.35%	20,235
2015	10.386367	10.214674	-1.65%	16,520
2014	11.108440	10.386367	-6.50%	5,529
2013*	10.000000	11.108440	11.08%	0
Nationwide Variable Insurance Trust - NVIT Investor De	estinations Address	ive Fund: Class II	- Q/NQ	
2018	27.336337	24.815680	-9.22%	0
2017	23.174940	27.336337	17.96%	2,299
2016	21.255410	23.174940	9.03%	17,692
2015	21.555900	21.255410	-1.39%	18,845
2014	20.614741	21.555900	4.57%	17,964
2013	16.265631	20.614741	26.74%	16,194
	10.200001	20.071711	_0.1 1/0	. 5, 10 P

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Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor D	estinations Balance		Q/NQ	
2018	19.060159	18.062961	-5.23%	97,241
2017	17.219854	19.060159	10.69%	36,695
2016	16.263812	17.219854	5.88%	18,433
2015	16.357524	16.263812	-0.57%	24,760
2014	15.703185	16.357524	4.17%	22,863
2013	13.900300	15.703185	12.97%	4,063
Nationwide Variable Insurance Trust - NVIT Investor D	estinations Capital	Appreciation Fund	d: Class II - Q/NQ	
2018	22.715528	21.160344	-6.85%	65,053
2017	19.864896	22.715528	14.35%	57,398
2016	18.511831	19.864896	7.31%	54,758
2015	18.685531	18.511831	-0.93%	34,276
2014	17.831220	18.685531	4.79%	32,449
2013	14.982175	17.831220	19.02%	13,723
Nationwide Variable Insurance Trust - NVIT Investor D	estinations Conserv	ative Fund: Class	: II - Q/NQ	
2018	14.433767	14.116487	-2.20%	1,988
2017	13.712374	14.433767	5.26%	1,985
2016	13.204327	13.712374	3.85%	0
2015	13.222335	13.204327	-0.14%	0
2014	12.778323	13.222335	3.47%	0
2013	12.238320	12.778323	4.41%	0
Nationwide Variable Insurance Trust - NVIT Investor D 2018 2017 2016 2015	12.612954 11.105338 10.547812 10.944897	11.855578 12.612954 11.105338 10.547812	-6.00% 13.58% 5.29% -3.63%	117,503 56,462 7,421 7,855
2014	10.725444	10.944897	2.05%	7,546
2013*	10.000000	10.725444	7.25%	7,315
Nationwide Variable Insurance Trust - NVIT Investor D	estinations Manage	d Growth Fund: C	lass II - Q/NQ	
2018	13.008347	12.171681	-6.43%	205,336
2017	11.166364	13.008347	16.50%	101,308
2016	10.482498	11.166364	6.52%	8,797
2015	10.957960	10.482498	-4.34%	8,899
2014	10.814471	10.957960	1.33%	19,378
2013*	10.000000	10.814471	8.14%	3,881
2013	10.000000	10.01771	0.1470	0,001
Nationwide Variable Insurance Trust - NVIT Investor D				404.000
2018	16.229645	15.246289	-6.06%	124,296
2017	14.429443	16.229645	12.48%	119,654
2016	13.521444	14.429443	6.72%	86,338
2015	13.621330	13.521444	-0.73%	83,201
2014	13.002365	13.621330	4.76%	76,248
2013	11.193433	13.002365	16.16%	13,695

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor D				
2018	16.944281	15.572249	-8.10%	14,238
2017	14.580402	16.944281	16.21%	8,337
2016	13.494333	14.580402	8.05%	5,419
2015	13.648116	13.494333	-1.13%	2,442
2013	13.055750	13.648116	4.54%	2,442
2013	10.711286	13.055750	21.89%	1,308
2010	10.7 11200	10.000700	21.0070	1,000
Nationwide Variable Insurance Trust - NVIT Investor D	estinations Moderat	tely Conservative F	und: Class II - Q/NQ	
2018	15.136985	14.513523	-4.12%	46,996
2017	13.915837	15.136985	8.78%	15,764
2016	13.217808	13.915837	5.28%	15,811
2015	13.274940	13.217808	-0.43%	15,862
2014	12.725157	13.274940	4.32%	9,491
2013	11.562766	12.725157	10.05%	0,101
2010	11.002100	12.120101	1010070	0
Nationwide Variable Insurance Trust - NVIT Managed	American Funds As	set Allocation Fund	d: Class II - Q/NQ	
2018	12.308345	11.667944	-5.20%	1,269,161
2017	10.512457	12.308345	17.08%	460,207
2016	9.723485	10.512457	8.11%	32,972
2015	9.986937	9.723485	-2.64%	12,184
2014*	10.000000	9.986937	-0.13%	777
Nationwide Variable Insurance Trust - NVIT Managed	American Funds Gro	owth-Income Fund	Class II - Q/NQ	
2018	13.494749	13.094445	-2.97%	185,781
2017	11.133323	13.494749	21.21%	48,906
2016	10.157612	11.133323	9.61%	0
2015	10.183967	10.157612	-0.26%	582
2014*	10.000000	10.183967	1.84%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Ir	ndex Fund: Class I -	Q/NQ		
2018	25.022222	22.084565	-11.74%	83,509
2017	21.698689	25.022222	15.32%	93,428
2016	18.111095	21.698689	19.81%	32,147
2015	18.656612	18.111095	-2.92%	8,850
2014	17.118870	18.656612	8.98%	5,651
2013	12.918390	17.118870	32.52%	1,380
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager International Va	alue Fund: Class II	- Q/NQ	
2018	10.907651	8.980538	-17.67%	0
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Large Cap Grov	wth Fund: Class II	- Q/NQ	
2018	20.923299	20.141008	-3.74%	8,229
2017	16.174478	20.923299	29.36%	17,736
2016	15.922414	16.174478	1.58%	17,507
2015	15.501239	15.922414	2.72%	19,447
2014	14.129588	15.501239	9.71%	16,592
2013	10.554257	14.129588	33.88%	568

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Large Cap Valu	e Fund: Class II -	Q/NQ	
2018	19.632416	17.247491	-12.15%	6,278
2017	17.235790	19.632416	13.90%	13,092
2016	14.912129	17.235790	15.58%	13,814
2015	15.504783	14.912129	-3.82%	19,300
2014	14.120642	15.504783	9.80%	13,148
2013	10.499650	14.120642	34.49%	0
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Mid Cap Growth	h Fund: Class II -	Q/NQ	
2018	20.105714	18.613610	-7.42%	3,086
2017	15.829603	20.105714	27.01%	11,994
2016	14.985576	15.829603	5.63%	7,709
2015	15.097909	14.985576	-0.74%	8,878
2014	14.614874	15.097909	3.31%	5,898
2013	10.586583	14.614874	38.05%	513
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Mid Cap Value I	Fund: Class I - Q/	NQ	
2018	17.851530	15.447800	-13.47%	23,686
2017	15.729144	17.851530	13.49%	31,722
2016	13.414916	15.729144	17.25%	29,699
2015	13.849804	13.414916	-3.14%	12,760
2014	11.869535	13.849804	16.68%	1,719
2013*	10.000000	11.869535	18.70%	329
Nationwide Variable Insurance Trust - NVIT Multi-Man 2018	18.280921	16.711532	-8.58%	846
Nationwide Variable Insurance Trust - NVIT Multi-Man				
2018	19.281634	17.626336	-8.58%	0
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Small Cap Valu	e Fund: Class I - (Q/NQ	
2018	17.016500	14.074881	-17.29%	3,225
2017	15.664938	17.016500	8.63%	12,863
2016	12.489018	15.664938	25.43%	12,366
2015	13.342701	12.489018	-6.40%	13,351
2014	12.517316	13.342701	6.59%	2,033
2013*	10.00000	12.517316	25.17%	0
Nationwide Variable Insurance Trust - NVIT Multi-Man	ager Small Company	/ Fund: Class I - C	Q/NQ	
2018	17.581557	15.298580	-12.99%	7,364
2017	15.554144	17.581557	13.03%	19,043
2016	12.713691	15.554144	22.34%	18,688
2015	12.976926	12.713691	-2.03%	17,549
2014	12.923673	12.976926	0.41%	14,070
2013*	10.000000	12.923673	29.24%	0
				C C
Nationwide Variable Insurance Trust - NVIT Nationwid	e Fund: Class II - Q/I	NQ		
2018	18.662884	18.536337	-0.68%	0

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Real Estat	e Fund: Class II - Q/	NQ		
2018	32.271337	30.837695	-4.44%	1,660
2017	30.525513	32.271337	5.72%	2,737
2016	28.595734	30.525513	6.75%	2,513
2015	30.433140	28.595734	-6.04%	2,717
2014	23.759015	30.433140	28.09%	1,514
2013	23.227218	23.759015	2.29%	320
Nationwide Variable Insurance Trust - NVIT S&P 500®	Index Fund: Class I	I - Q/NQ		
2018	17.853700	16.915391	-5.26%	367,971
2017	14.786888	17.853700	20.74%	293,432
2016	13.327370	14.786888	10.95%	159,468
2015	13.255901	13.327370	0.54%	64,687
2014	11.769981	13.255901	12.62%	57,153
2013*	10.000000	11.769981	17.70%	9,706
Nationwide Variable Insurance Trust - NVIT Short Terr	n Bond Fund: Class	II - Q/NQ		
2018	11.515459	11.563228	0.41%	43,994
2017	11.381846	11.515459	1.17%	28,136
2016	11.149634	11.381846	2.08%	17,797
2015	11.232712	11.149634	-0.74%	12,504
2014	11.222408	11.232712	0.09%	8,547
2013	11.255601	11.222408	-0.29%	3,471
Nationwide Variable Insurance Trust - NVIT Small Cap	Index Fund: Class I 17.080822	I - Q/NQ 15.082465	-11.70%	57,336
2017	15.019383	17.080822	13.73%	43,895
2017	12.475808	15.019383	20.39%	8,531
2015	13.168767	12.475808 13.168767	-5.26%	3,518
2014	12.646058		4.13%	1,092
2013*	10.000000	12.646058	26.46%	0
Nationwide Variable Insurance Trust - Templeton NVIT				(= 000
2018	18.440090	15.484494	-16.03%	15,996
2017	15.086667	18.440090	22.23%	5,975
2016	14.979994	15.086667	0.71%	8,552
2015	15.650907	14.979994	-4.29%	7,306
2014	17.107421	15.650907	-8.51%	4,211
2013	14.302222	17.107421	19.61%	1,175
Oppenheimer Variable Account Funds - Oppenheimer	Global Fund/VA: No	on-Service Shares	- Q/NQ	
2018	16.489543	14.258707	-13.53%	37,538
2017	12.114036	16.489543	36.12%	18,041
2016	12.152598	12.114036	-0.32%	12,504
2015	11.738419	12.152598	3.53%	10,415
2014	11.521448	11.738419	1.88%	5,335
2013*	10.000000	11.521448	15.21%	0
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Period	Beginning Value	Ending Value	Percentage Change	Units
Oppenheimer Variable Account Funds - Oppenheimer	International Growt	h Fund/VA: Non-S	ervice Shares - Q/NQ	
2018	13.482793	10.821117	-19.74%	90,236
2017	10.718710	13.482793	25.79%	68,032
2016	10.994438	10.718710	-2.51%	39,031
2015	10.672293	10.994438	3.02%	44,788
2014	11.548870	10.672293	-7.59%	30,489
2013*	10.000000	11.548870	15.49%	9,058
Oppenheimer Variable Account Funds - Oppenheimer				00.047
2018	17.756645	16.290596	-8.26%	33,247
2017	15.249245	17.756645	16.44%	26,352
2016	13.716854	15.249245	11.17%	22,422
2015	13.328341	13.716854	2.91%	32,781
2014	12.088056	13.328341	10.26%	21,088
2013*	10.000000	12.088056	20.88%	901
PIMCO Variable Insurance Trust - All Asset Portfolio:	Advisor Class - Q/NO	2		
2018	11.153277	10.503377	-5.83%	42,059
2017	9.876645	11.153277	12.93%	38,148
2016	8.782813	9.876645	12.45%	34,935
2015	9.710204	8.782813	-9.55%	27,288
2014	9.705044	9.710204	0.05%	14,848
2013*	10.000000	9.705044	-2.95%	0
			0/110	
PIMCO Variable Insurance Trust - Commodity RealRet	•••			40.047
2018	6.239854	5.332175	-14.55%	16,247
2017	6.139141	6.239854	1.64%	12,433
2016	5.365735	6.139141	14.41%	11,764
2015	7.247000	5.365735	-25.96%	11,427
2014 2013*	8.940895 10.000000	7.247000 8.940895	-18.95%	10,726
2013	10.00000	0.940095	-10.59%	2,094
PIMCO Variable Insurance Trust - Dynamic Bond Portf	olio: Advisor Class	- Q/NQ		
2018*	10.000000	10.057777	0.58%	1,095
PIMCO Variable Insurance Trust - Emerging Markets B	and Portfolio, Advis			
2018	11.154434	10.573486	-5.21%	4,864
2017	10.201397	11.154434	9.34%	4,677
2016	9.046875	10.201397	12.76%	1,794
2015	9.303243	9.046875	-2.76%	1,876
2014	9.211222	9.303243	1.00%	2,915
2013*	10.000000	9.211222	-7.89%	807
2010	10.000000	5.211222	-7.0070	001
PIMCO Variable Insurance Trust - High Yield Portfolio:	Advisor Class - Q/N	IQ		
2018	12.084179	11.704399	-3.14%	14,860
2017	11.390501	12.084179	6.09%	9,733
2016	10.178648	11.390501	11.91%	28,691
2015	10.403575	10.178648	-2.16%	7,712
2014	10.118267	10.403575	2.82%	3,578
2013*	10.000000	10.118267	1.18%	0

Period	Beginning Value	Ending Value	Percentage Change	Units
PIMCO Variable Insurance Trust - Income Portfolio: A	dvisor Class - Q/NQ			
2018*	10.000000	10.048684	0.49%	1,696
PIMCO Variable Insurance Trust - International Bond F	Portfolio (U.S. Dollar	-Hedged): Admini	strative Class - Q/NQ	
2018	11.730698	11.930930	1.71%	35,726
2017	11.461139	11.730698	2.35%	10,600
2016	10.806420	11.461139	6.06%	10,635
2015	10.818405	10.806420	-0.11%	8,960
2014	9.771725	10.818405	10.71%	7,111
2013*	10.000000	9.771725	-2.28%	0
PIMCO Variable Insurance Trust - International Bond F				
2018	13.101405	12.517173	-4.46%	22,658
2017	11.878721	13.101405	10.29%	7,029
2016	11.589797	11.878721	2.49%	6,910
2015	12.535837	11.589797	-7.55%	7,020
2014	12.548417	12.535837	-0.10%	1,105
2013	13.484325	12.548417	-6.94%	1,058
PIMCO Variable Insurance Trust - Low Duration Portfo	lie: Advisor Class	0/NO		
2018	12.385406	12.364845	-0.17%	61,431
2017	12.281229	12.385406	0.85%	32,318
2016	12.171576	12.281229	0.90%	31,088
2010	12.194988	12.171576	-0.19%	69,565
			0.35%	56,008
2014	12.153023 12.230224	12.194988 12.153023	-0.63%	26,177
2013	12.230224	12.155025	-0.03 //	20,177
PIMCO Variable Insurance Trust - Real Return Portfoli	o: Advisor Class - Q	/NQ		
2018	9.602676	9.343054	-2.70%	21,328
2017	9.309815	9.602676	3.15%	14,092
2016	8.895023	9.309815	4.66%	16,147
2015	9.188156	8.895023	-3.19%	15,017
2014	8.956912	9.188156	2.58%	5,579
2013*	10.000000	8.956912	-10.43%	3,432
PIMCO Variable Insurance Trust - Short-Term Portfolio			4.000/	00.407
2018	10.369497	10.475179	1.02%	90,167
2017	10.176449	10.369497	1.90%	35,513
2016*	10.000000	10.176449	1.76%	1,076
PIMCO Variable Insurance Trust - Total Return Portfol	io: Advisor Class - C)/NQ		
2018	11.842832	11.720300	-1.03%	144,676
2017	11.343818	11.842832	4.40%	97,216
2016	11.102414	11.343818	2.17%	70,827
2015	11.109719	11.102414	-0.07%	66,390
2014	10.708068	11.109719	3.75%	44,849
2013	10.976422	10.708068	-2.44%	7,376
	10.010722	10.100000	_ . TT /0	1,010
Putnam Variable Trust - Putnam VT Equity Income Fu	nd: Class IB - Q/NQ			
2018*	10.000000	9.230623	-7.69%	0

Period	Beginning Value	Ending Value	Percentage Change	Units		
Royce Capital Fund - Royce Small-Cap Portfolio: Investment Class - Q/NQ						
2018	14.421678	13.165599	-8.71%	16,816		
2017	13.740655	14.421678	4.96%	25,239		
2016	11.405305	13.740655	20.48%	23,290		
2015	12.983402	11.405305	-12.15%	23,860		
2014	12.626524	12.983402	2.83%	25,834		
2013*	10.000000	12.626524	26.27%	3,693		
T. Rowe Price Equity Series, Inc T. Rowe Price Healt	h Sciences Portfolio	: II - Q/NQ				
2018	37.660976	37.831283	0.45%	20,107		
2017	29.701422	37.660976	26.80%	24,657		
2016	33.399248	29.701422	-11.07%	18,365		
2015	29.815329	33.399248	12.02%	14,143		
2014	22.812304	29.815329	30.70%	4,439		
2013	15.217363	22.812304	49.91%	370		
The Merger Fund VL - The Merger Fund VL - Q/NQ						
2018	10.133479	10.808778	6.66%	0		
2017	9.919706	10.133479	2.16%	0		
2016	9.721992	9.919706	2.03%	0		
2015*	10.000000	9.721992	-2.78%	0		
		0		· ·		
VanEck VIP Trust - VanEck VIP Global Gold Fund: Clas	ss S - Q/NQ					
2018*	10.000000	8.848722	-11.51%	0		
VanEck VIP Trust - VanEck VIP Global Hard Assets Fu	nd: Class S - Q/NQ					
2018	8.445469	6.020787	-28.71%	6,008		
2017	8.649828	8.445469	-2.36%	4,319		
2016	6.055585	8.649828	42.84%	4,301		
2015	9.160029	6.055585	-33.89%	4,299		
2014	11.402815	9.160029	-19.67%	4,649		
2013*	10.000000	11.402815	14.03%	2,166		
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ						
2018	32.296396	32.587716	0.90%	13,702		
2017	25.763796	32.296396	25.36%	4,527		
2016	24.007242	25.763796	7.32%	1,394		
2015	24.818995	24.007242	-3.27%	4,174		
2013	25.395411	24.818995	-2.27%	4,174		
2013	16.972302	25.395411	49.63%	1,167		
2010	10.012002	20.000711	-U.UU/U	1,107		

Period	Beginning Value	Ending Value	Percentage Change	Units
AllianceBernstein Variable Products Series Fund, Inc.	- AB VPS Dynamic A	sset Allocation P	ortfolio: Class A - Q/NQ	
2018	12.632629	11.669009	-7.63%	4,197
2017	11.083029	12.632629	13.98%	4,267
2016	10.763259	11.083029	2.97%	4,243
2015	10.947718	10.763259	-1.68%	4,115
2014	10.544570	10.947718	3.82%	3,475
2013*	10.000000	10.544570	5.45%	0
AllianceBernstein Variable Products Series Fund, Inc.	- AB VPS Internation	al Value Portfolio	: Class B - Q/NQ	
2018*	10.000000	7.695170	-23.05%	0
AllianceBernstein Variable Products Series Fund, Inc.	- AB VPS Small/Mid (Cap Value Portfol	io: Class A - Q/NQ	
2018	17.543681	. 14.817073	-15.54%	13,208
2017	15.598474	17.543681	12.47%	19,667
2016	12.544987	15.598474	24.34%	21,128
2015	13.353225	12.544987	-6.05%	3,558
2014	12.302255	13.353225	8.54%	2,212
2013*	10.000000	12.302255	23.02%	2,645
ALPS Variable Investment Trust - ALPS/Alerian Energy	/ Infrastructure Portf	olio: Class III - Q/	NQ	
2018	8.557686	6.893458	-19.45%	0
2017	8.682073	8.557686	-1.43%	0
2016	6.203523	8.682073	39.95%	0
2015*	10.000000	6.203523	-37.96%	0
ALPS Variable Investment Trust - ALPS/Red Rocks Lis 2018*	ted Private Equity Po 10.000000	ortfolio: Class III - 8.731153	Q/NQ -12.69%	5,727
American Century Variable Portfolios II, Inc America	n Century VP Inflatio	n Protection Fund	I: Class I - Q/NQ	
2018	9.764991	9.456468	-3.16%	17,721
2017	9.452811	9.764991	3.30%	13,410
2016	9.082326	9.452811	4.08%	11,502
2015	9.350423	9.082326	-2.87%	7,386
2014	9.081875	9.350423	2.96%	4,042
2013*	10.000000	9.081875	-9.18%	15
American Century Variable Portfolios, Inc American	Century VP Mid Cap	Value Fund: Clas	s I - Q/NQ	
2018	17.834356	15.451417	-13.36%	5,317
2017	16.063277	17.834356	11.03%	3,464
2016	13.153733	16.063277	22.12%	994
2015	13.425477	13.153733	-2.02%	1,028
2014	11.601263	13.425477	15.72%	1,037
2013*	10.000000	11.601263	16.01%	630
American Funds Insurance Series® - Blue Chip Incom	e and Growth Fund: (Class 4 - Q/NQ		
2018*	10.000000	9.311078	-6.89%	20,523
American Funds Insurance Series® - Capital Income B	uilder®: Class 4 - Q/I	NQ		
2018*	10.000000	9.525689	-4.74%	8,500

Variable account charges of the daily net assets of the variable account - 0.60%						
Period	Beginning Value	Ending Value	Percentage Change	Units		
American Funds Insurance Series® - Global Small Capit	talization Fund: Clas	ss 4 - Q/NQ				
2018*	10.000000	8.722510	-12.77%	16,712		
2010	101000000	0.1 220 10	12.1170	10,112		
American Funds Insurance Series® - International Fund	Class 4 - O/NO					
2018*	10.000000	8.517060	-14.83%	33,848		
2010	10.000000	0.017000	14.0070	00,040		
American Funds Insurance Series® - Managed Risk Ass	et Allocation Fund:	Class P2 - O/NO				
2018	13.572165	12.829895	-5.47%	0		
2017	11.893182	13.572165	14.12%	0		
2016	11.153480	11.893182	6.63%	0		
2015	11.342327	11.153480	-1.66%	0		
2014	11.088254	11.342327	2.29%	0		
2013*	10.000000	11.088254	10.88%	0		
2010	101000000	11.000201	10.0070	Ū		
BlackRock Variable Series Funds II, Inc BlackRock Hi	ah Yield V I. Fund: (lass III - O/NO				
2018	10.283854	9.926555	-3.47%	16,391		
2017*	10.000000	10.283854	2.84%	0		
2017	10.000000	10.200004	2.0470	0		
BlackRock Variable Series Funds II, Inc BlackRock To	tal Poturn VI. Fund					
	10.282979	10.147204	-1.32%	66,966		
2017	10.023513	10.282979	2.59%	3,787		
2017	9.841823	10.023513	1.85%	0		
2015*	10.000000	9.841823	-1.58%	7,026		
2013	10.000000	3.041023	-1.50 //	7,020		
BlackRock Variable Series Funds, Inc BlackRock Equ	ity Dividend VI. Fur		`			
	13.109522	12.064092	-7.97%	13,714		
2017	11.321507	13.109522	15.79%	13,714		
2017	9.813683	11.321507	15.36%	0		
2015*	10.000000	9.813683	-1.86%	0		
2013	10.000000	9.015005	-1.00 /0	0		
BlackRock Variable Series Funds, Inc BlackRock Glob	al Allocation VI E	und: Class III - O/N	10			
	18.322203	16.831471	-8.14%	50,347		
2017	16.210383	18.322203	-8.14%	26,960		
2017	15.710205	16.210383	3.18%	20,900 27,890		
2015	15.964827	15.710205	-1.59%	37,831		
2014	15.756713	15.964827	1.32%	11,385		
2013	13.854573	15.756713	13.73%	544		
2013	13.034373	15.750715	13.7370	544		
Columbia Funda Variable Incurance Truct CTIVD AO	Managed Eutures	Strate my Funds Cl				
Columbia Funds Variable Insurance Trust - CTIVP - AQF 2018*	10.000000	9.635943	-3.64%	0		
2010	10.000000	9.000940	-3.04 %	0		
Columbia Funds Variable Series Trust II - Columbia VP	•			4 400		
2018	10.255215	9.785728	-4.58%	4,196		
2017*	10.000000	10.255215	2.55%	0		
Delaware VIP Trust - Delaware VIP Small Cap Value Seri						
2018	17.368344	14.338470	-17.44%	21,426		
2017	15.634623	17.368344	11.09%	15,206		
2016	11.998849	15.634623	30.30%	13,067		
2015	12.905217	11.998849	-7.02%	15,507		
2014	12.292457	12.905217	4.98%	15,040		
2013*	10.000000	12.292457	22.92%	5,062		

Period	Beginning Value	Ending Value	Percentage Change	Units
Delaware VIP Trust - Delaware VIP Value Series: Service		<u></u>	<u></u>	<u></u>
	16.694492	16.096012	-3.58%	22,724
2017	14.792827	16.694492	12.86%	13,951
				13,951
2016	13.017735	14.792827	13.64%	
2015	13.180634	13.017735	-1.24%	15,954
2014	11.662436	13.180634	13.02%	15,192
2013*	10.000000	11.662436	16.62%	7,969
Dreyfus Investment Portfolios - MidCap Stock Portfolio	: Service Shares - Q	/NQ		
2018	13.882708	11.634540	-16.19%	6,839
2017	12.140359	13.882708	14.35%	3,037
2016	10.601816	12.140359	14.51%	3,037
2015	10.941097	10.601816	-3.10%	3,037
2014*	10.000000	10.941097	9.41%	0
Dreyfus Variable Investment Fund - Appreciation Portfo				
2018	19.932262	18.404858	-7.66%	4,724
2017	15.788085	19.932262	26.25%	5,546
2016	14.756681	15.788085	6.99%	5,612
2015	15.259850	14.756681	-3.30%	5,638
2014	14.237610	15.259850	7.18%	6,274
2013	11.854719	14.237610	20.10%	2,614
Eaton Vance Variable Trust - Eaton Vance VT Floating-F	Pate Income Fund: li	nitial Class - O/NC		
	11.086431	11.010081	-0.69%	60,659
2017	10.782001	11.086431	2.82%	13,165
2016	9.956234	10.782001	8.29%	6,645
2015	10.116716	9.956234	-1.59%	10,875
2013	10.119872	10.116716	-0.03%	11,052
2013*	10.000000	10.119872	1.20%	4,598
2013	10.000000	10.119072	1.20%	4,590
Fidelity Variable Insurance Products - Emerging Market	s Portfolio: Service	Class 2 - Q/NQ		
2018*	10.000000	8.284175	-17.16%	6,558
Fidelity Variable Insurance Products Fund - VIP Balance	ad Portfolio: Sorvice			
	12.100905	11.493747	-5.02%	45,351
2017	10.484135	12.100905	-5.02 %	43,331
2017				0
2010	10.000000	10.484135	4.84%	0
Fidelity Variable Insurance Products Fund - VIP Energy	Portfolio: Service C	lass 2 - Q/NQ		
2018	16.252721	12.153568	-25.22%	18,736
2017	16.817283	16.252721	-3.36%	15,961
2016	12.672389	16.817283	32.71%	11,996
2015	16.086944	12.672389	-21.23%	13,834
2014	18.552417	16.086944	-13.29%	10,822
2013	15.034279	18.552417	23.40%	1,981
				,
Fidelity Variable Insurance Products Fund - VIP Growth	& Income Portfolio	: Service Class 2 -	Q/NQ	
2018	13.115495	11.838034	-9.74%	81,949
2017	11.314898	13.115495	15.91%	76,663
2016*	10 00000	11 31/202	12 150/	0

10.000000

11.314898

13.15%

0

2016*.....

Period	Beginning Value	Ending Value	Percentage Change	Units
Fidelity Variable Insurance Products Fund - VIP Growt				
2018	20.472129	20.260712	-1.03%	56,621
2017	15.276672	20.472129	34.01%	36,973
2016	15.284581	15.276672	-0.05%	20,672
2015	14.383745	15.284581	6.26%	37,937
2014	13.035027	14.383745	10.35%	14,488
2013	9.642411	13.035027	35.18%	3,907
2013	5.042411	10.000027	00.1070	0,007
Fidelity Variable Insurance Products Fund - VIP Invest	ment Grade Bond Po	rtfolio: Service Cl	ass 2 - 0/NO	
2018	14.095088	13.899779	-1.39%	60,158
2017	13.635632	14.095088	3.37%	31,105
2016	13.129797	13.635632	3.85%	31,084
2015	13.322233	13.129797	-1.44%	10,317
2014	12.689773	13.322233	4.98%	9,422
2013	13.035901	12.689773	-2.66%	7,126
2010	10.000001	12.000110	2.0070	1,120
Fidelity Variable Insurance Products Fund - VIP Mid Ca	n Portfolio: Service	Class 2 - Q/NQ		
2018	20.553218	17.411370	-15.29%	10,603
2017	17.154100	20.553218	19.82%	11,436
2016	15.418940	17.154100	11.25%	12,219
2015	15.768813	15.418940	-2.22%	22,637
2014	14.961541	15.768813	5.40%	9,244
2013	11.078166	14.961541	35.05%	2,333
2010	11.010100	1 1.00 10 11	00.0070	2,000
Fidelity Variable Insurance Products Fund - VIP Real E	state Portfolio: Servi	ce Class 2 - Q/NQ		
2018	12.860886	11.958180	-7.02%	33,882
2017	12.468103	12.860886	3.15%	43,300
2016	11.893257	12.468103	4.83%	44,217
2015	11.561711	11.893257	2.87%	35,410
2014	8.961163	11.561711	29.02%	36,249
2013*	10.000000	8.961163	-10.39%	12,663
		0.000.000		,
Franklin Templeton Variable Insurance Products Trust	- Franklin Allocation	VIP Fund: Class	2 - O/NO	
2018	23.255042	20.884508	-10.19%	1,055
2017	20.892466	23.255042	11.31%	2,572
2016	18.570581	20.892466	12.50%	2,572
2015	19.920315	18.570581	-6.78%	2,572
2014	19.485569	19.920315	2.23%	2,072
2013	15.838345	19.485569	23.03%	0
2013	10.000040	19.405509	25.0570	0
Franklin Templeton Variable Insurance Products Trust	- Franklin Income VI	P Fund: Class 2 -	0/N0	
2018	22.176322	21.093832	-4.88%	14,829
2017	20.342150	22.176322	9.02%	11,312
2016	17.947788	20.342150	13.34%	11,174
2015	19.426501	17.947788	-7.61%	9,117
2013	18.681451	19.426501	3.99%	28,593
2013	16.494660	18.681451	13.26%	28,593 14,009
2010	10.734000	10.001401	10.2070	17,003

Period	Beginning Value	Ending Value	Percentage Change	Units
Franklin Templeton Variable Insurance Products Trust	- Franklin Mutual Glo	bal Discovery VI	P Fund: Class 2 - Q/NQ	
2018	13.907052	12.272519	-11.75%	23,891
2017	12.883112	13.907052	7.95%	18,470
2016	11.553890	12.883112	11.50%	16,089
2015	12.063970	11.553890	-4.23%	12,943
2014	11.481366	12.063970	5.07%	19,334
2013*	10.000000	11.481366	14.81%	10,035
Franklin Templeton Variable Insurance Products Trust	- Franklin Small Cap	Value VIP Fund:	Class 2 - Q/NQ	
2018	23.194176	20.085713	-13.40%	0
2017	21.087618	23.194176	9.99%	0
Franklin Templeton Variable Insurance Products Trust	- Franklin Strategic I	ncome VIP Fund:	Class 2 - Q/NQ	
2018	10.766261	10.472852	-2.73%	35,908
2017	10.358857	10.766261	3.93%	32,191
2016	9.654739	10.358857	7.29%	11,996
2015	10.103922	9.654739	-4.45%	14,649
2014	9.979194	10.103922	1.25%	10,673
2013*	10.00000	9.979194	-0.21%	0
Franklin Templeton Variable Insurance Products Trust	- Templeton Global E	Bond VIP Fund: C	lass 2 - Q/NQ	
2018	9.781956	9.911388	1.32%	28,349
2017	9.654921	9.781956	1.32%	23,842
2016	9.435788	9.654921	2.32%	21,689
2015	9.919736	9.435788	-4.88%	41,796
2014	9.799964	9.919736	1.22%	57,154
2013*	10.000000	9.799964	-2.00%	38,222
Goldman Sachs Variable Insurance Trust - Goldman Sa	achs Global Trends A	Ilocation Fund: S	Service Shares - Q/NQ	
2018	11.790666	11.211418	-4.91%	0
2017	10.486714	11.790666	12.43%	0
2016	10.111287	10.486714	3.71%	0
2015	10.800588	10.111287	-6.38%	1,418
2014	10.453357	10.800588	3.32%	230
2013*	10.000000	10.453357	4.53%	0
Goldman Sachs Variable Insurance Trust - Goldman Sa	achs Multi-Strategy A	Iternatives Portfo	olio: Service Shares - Q/I	NQ
2018*	10.000000	9.450361	-5.50%	0
Goldman Sachs Variable Insurance Trust - Goldman Sa	achs Small Cap Equit	y Insights Fund:	Service Shares - Q/NQ	
2018	17.245867	15.629198	-9.37%	3,835
2017	15.599235	17.245867	10.56%	0
2016	12.759764	15.599235	22.25%	0
2015	13.165169	12.759764	-3.08%	1,124
2014	12.414349	13.165169	6.05%	, 190
2013*	10.000000	12.414349	24.14%	0
Guggenheim Variable Funds - Long Short Equity Fund	- Q/NQ			
2018*	10.000000	9.249945	-7.50%	0

Period	Beginning Value	Ending Value	Percentage Change	Units
		Ending value	r ercentage change	011113
Guggenheim Variable Funds - Multi-Hedge Strategies -		10.005000	E ()E ()/	10.000
2018	10.688639	10.085029	-5.65%	13,226
2017	10.371875	10.688639	3.05%	13,300
2016	10.485016	10.371875	-1.08%	12,039
2015	10.356834	10.485016	1.24%	11,535
2014 2013*	9.955475 10.00000	10.356834 9.955475	4.03%	8,308 808
2013	10.000000	9.955475	-0.45%	000
Invesco - Invesco V.I. Balanced-Risk Allocation Fund:	Series I Shares - Q/N	Q		
2018	12.074480	11.226283	-7.02%	4,988
2017	11.026997	12.074480	9.50%	4,988
2016	9.936758	11.026997	10.97%	7,819
2015	10.424138	9.936758	-4.68%	7,613
2014	9.901718	10.424138	5.28%	7,613
2013*	10.000000	9.901718	-0.98%	0
hu Verichie Incurrence Dertfelies Accet Stratemu Clas				
Ivy Variable Insurance Portfolios - Asset Strategy: Clas 2018.		10.000040	6.010/	07.000
	17.090254 14.536865	16.063249 17.090254	-6.01% 17.56%	27,882 30,780
2017 2016			-3.15%	30,780
2015	15.009851	14.536865 15.009851	-8.90%	25,035
2013	16.475542 17.496121	16.475542	-5.83%	25,035 50,978
2013	14.066569	17.496121	-5.83%	22,428
2013	14.000509	17.490121	24.30 %	22,420
lvy Variable Insurance Portfolios - Energy: Class II - Q/	NQ			
2018*	10.000000	6.290378	-37.10%	0
Ivy Variable Insurance Portfolios - High Income: Class				
2018	11.963070	11.639429	-2.71%	37,091
2017	11.281660	11.963070	6.04%	41,648
2016	9.768420	11.281660	15.49%	37,563
2015	10.511116	9.768420	-7.07%	55,628
2014	10.376923	10.511116	1.29%	48,496
2013*	10.000000	10.376923	3.77%	19,606
Ivy Variable Insurance Portfolios - Mid Cap Growth: Cla				
2018	17.455863	17.340480	-0.66%	25,472
2017	13.838889	17.455863	26.14%	24,208
2016	13.119827	13.838889	5.48%	21,165
2015	14.008689	13.119827	-6.35%	26,303
2014	13.065093	14.008689	7.22%	23,844
2013	10.115592	13.065093	29.16%	11,103
lvy Variable Insurance Portfolios - Pathfinder Aggressi	ve: Class II - Q/NQ			
2018	15.124254	14.391717	-4.84%	569
2017	12.696886	15.124254	19.12%	584
2016	12.187778	12.696886	4.18%	580
2015	12.219902	12.187778	-0.26%	580
2014	11.724050	12.219902	4.23%	245
2013*	10.000000	11.724050	17.24%	0
				5

Period	Beginning Value	Ending Value	Percentage Change	Units
Ivy Variable Insurance Portfolios - Pathfinder Conserva	tive: Class II - Q/NQ			
2018	15.169095	14.787054	-2.52%	3,799
2017	13.809192	15.169095	9.85%	3,834
2016	13.508361	13.809192	2.23%	3,870
2015	13.528939	13.508361	-0.15%	4,782
2014	13.164206	13.528939	2.77%	1,245
2013	11.541758	13.164206	14.06%	984
Ivy Variable Insurance Portfolios - Pathfinder Moderate	- Managed Volatility	/: Class II - Q/NQ		
2018	12.554876	11.979742	-4.58%	155,300
2017	11.098905	12.554876	13.12%	157,902
2016	10.966904	11.098905	1.20%	163,022
2015	11.080361	10.966904	-1.02%	92,163
2014	10.744297	11.080361	3.13%	72,001
2013*	10.000000	10.744297	7.44%	64,675
Ivy Variable Insurance Portfolios - Pathfinder Moderate	Class II - O/NO			
2018	17.422142	16.641335	-4.48%	35,200
2017	15.281376	17.422142	14.01%	37,701
2016	14.832709	15.281376	3.02%	38,698
2015	14.874844	14.832709	-0.28%	50,255
2014	14.356388	14.874844	3.61%	47,922
2013.	11.952859	14.356388	20.11%	47,448
2010	11.002000	14.000000	20.11/0	47,440
Ivy Variable Insurance Portfolios - Pathfinder Moderate				
2018	12.913223	12.225414	-5.33%	113,067
2017	11.228469	12.913223	15.00%	124,487
2016	11.035682	11.228469	1.75%	126,646
2015	11.181338	11.035682	-1.30%	136,194
2014	10.825970	11.181338	3.28%	108,630
2013*	10.000000	10.825970	8.26%	36,680
lvy Variable Insurance Portfolios - Pathfinder Moderate	y Aggressive: Class	s II - Q/NQ		
2018	18.607924	17.625140	-5.28%	2,997
2017	16.038542	18.607924	16.02%	3,147
2016	15.437552	16.038542	3.89%	18,139
2015	15.521430	15.437552	-0.54%	17,152
2014	14.926461	15.521430	3.99%	17,546
2013	12.128261	14.926461	23.07%	1,079
hu Variable Incurance Dertfelies Dethinder Mederate	h. Concernative M	anagad Valatility (
Ivy Variable Insurance Portfolios - Pathfinder Moderate 2018	12.030291			12 100
		11.611078	-3.48%	13,102
2017	10.821002	12.030291	11.18%	13,661
2016	10.756453	10.821002	0.60%	14,146
2015	10.877754	10.756453	-1.12%	23,018
2014	10.618462	10.877754	2.44%	23,796
2013*	10.000000	10.618462	6.18%	22,339

	Beginning Value	Ending Value	Percentage Change	Units
Ivy Variable Insurance Portfolios - Pathfinder Moderate	ely Conservative: Cla	iss II - Q/NQ		
2018	16.329585	15.798258	-3.25%	1,851
2017	14.568121	16.329585	12.09%	1,857
2016.	14.215108	14.568121	2.48%	1,853
2015	14.254106	14.215108	-0.27%	7,089
2014	13.804697	14.254106	3.26%	5,928
2013	11.798783	13.804697	17.00%	6,801
2010	11.750700	10.004001	17.0070	0,001
Janus Henderson VIT Balanced Portfolio: Service Sha	res - Q/NQ			
2018*	10.000000	9.961061	-0.39%	48,656
Janus Henderson VIT Enterprise Portfolio: Service Sha	ares - Q/NQ			
2018	19.731370	19.481863	-1.26%	21,257
2017	15.619429	19.731370	26.33%	7,182
2016	14.016909	15.619429	11.43%	3,745
2015.	13.589553	14.016909	3.14%	6,170
2014	12.180459	13.589553	11.57%	4,266
2013*	10.000000	12.180459	21.80%	464
			2.100,0	
Janus Henderson VIT Flexible Bond Portfolio: Service				
2018	10.263923	10.070770	-1.88%	44,724
2017	9.990742	10.263923	2.73%	1,992
2016	9.832435	9.990742	1.61%	0
2015*	10.000000	9.832435	-1.68%	0
Janus Henderson VIT Forty Portfolio: Service Shares -	Q/NQ			
2018	20.578380	20.805844	1.11%	3,900
2017	15.925352	20.578380	29.22%	4,475
2016	15.715941	15.925352	1.33%	5,076
2015	14.124706	15.715941	11.27%	6,805
2014	13.100642	14.124706	7.82%	12,566
2013	10.069619	13.100642	30.10%	7,680
Janus Henderson VIT Global Technology Portfolio: Se	ruion Sharan O/NO			
	23.301880	23.371909	0.30%	33,196
2017	16.176662	23.301880	44.05%	18,991
2017	14.294150	16.176662	13.17%	22,686
				,
2015	13.742035	14.294150	4.02%	19,170
2014	12.643183	13.742035	8.69%	11,131
2013*	10.000000	12.643183	26.43%	0
Lazard Retirement Series, Inc Lazard Retirement Em	erging Markets Equit	y Portfolio: Servio	e Shares - Q/NQ	
2018	11.363462	9.198983	-19.05%	55,902
2017	8.943324	11.363462	27.06%	18,512
	7.449256	8.943324	20.06%	11,711
2016			00 = 10/	
2016 2015	9.374284	7.449256	-20.54%	13,249
	9.374284 9.889422	7.449256 9.374284	-20.54% -5.21%	
2015 2014	9.889422	9.374284	-5.21%	9,853
2015				
2015 2014	9.889422 10.000000	9.374284 9.889422	-5.21%	9,853

	e daily net assets of the			
Period	Beginning Value	Ending Value	Percentage Change	Units
Lord Abbett Series Fund, Inc Total Return Portfolio: 0	Class VC - Q/NQ			
2018	10.345930	10.177953	-1.62%	28,874
2017	10.021024	10.345930	3.24%	25,173
2016*	10.000000	10.021024	0.21%	0
MainStay VP Funds Trust - MainStay VP MacKay Conve	ertible Portfolio: Ser	vice 2 Class - Q/N	2	
2018*	10.000000	9.419263	-5.81%	2,215
		00200		_,
MFS® Variable Insurance Trust - MFS New Discovery S	eries: Service Class	- Q/NQ		
2018	17.521058	17.116349	-2.31%	19,553
2017	13.952572	17.521058	25.58%	770
2016	12.901425	13.952572	8.15%	0
2015	13.263878	12.901425	-2.73%	0
2014	14.424959	13.263878	-8.05%	0
2013	10.276324	14.424959	40.37%	0
MFS® Variable Insurance Trust - MFS Utilities Series: S	Service Class - Q/NQ			
2018	12.555516	12.580940	0.20%	10,620
2017	11.032166	12.555516	13.81%	9,260
2016	9.977555	11.032166	10.57%	8,477
2015	11.775540	9.977555	-15.27%	8,487
2014	10.533475	11.775540	11.79%	6,344
2013*	10.000000	10.533475	5.33%	0
MFS® Variable Insurance Trust - MFS Value Series: Ser	rvice Class - Q/NQ			
2018	20.335514	18.119483	-10.90%	28,192
2017	17.433556	20.335514	16.65%	7,152
2016	15.414983	17.433556	13.09%	984
2015	15.654242	15.414983	-1.53%	3,805
2014	14.290755	15.654242	9.54%	1,458
2013	10.602861	14.290755	34.78%	0
MFS® Variable Insurance Trust II - MFS International Va	alue Portfolio: Servio	ce Class - Q/NQ		
2018	21.310240	19.121984	-10.27%	38,015
2017	16.904808	21.310240	26.06%	36,223
2016	16.377502	16.904808	3.22%	34,854
2015	15.496956	16.377502	5.68%	26,227
2014	15.415882	15.496956	0.53%	2,770
2013	12.151096	15.415882	26.87%	2,010
Morgan Stanley Variable Insurance Fund, Inc Emergin	ng Markets Debt Por	tfolio: Class II - Q/	'NQ	
2018	10.908653	10.079043	-7.61%	1,849
2017	10.014430	10.908653	8.93%	1,709
2016	9.110764	10.014430	9.92%	1,626
2015	9.274737	9.110764	-1.77%	1.100
2015 2014	9.274737 9.068590	9.110764 9.274737	-1.77% 2.27%	1,100 770

Period	Beginning Value	Ending Value	Percentage Change	Units
Morgan Stanley Variable Insurance Fund, Inc Global I	nfrastructure Portfol	lio: Class II - Q/NQ		
2018	10.566139	9.673858	-8.44%	16,930
2017	9.444980	10.566139	11.87%	29,300
2016	8.264867	9.444980	14.28%	29,772
2015*	10.000000	8.264867	-17.35%	0
Morgan Stanley Variable Insurance Fund, Inc Global F	Real Estate Portfolio	: Class II - Q/NQ		
2018	11.383805	10.387277	-8.75%	16,955
2017	10.439008	11.383805	9.05%	5,113
2016	10.183905	10.439008	2.50%	4,819
2015	10.392737	10.183905	-2.01%	3,676
2014	9.183457	10.392737	13.17%	4,852
2013*	10.000000	9.183457	-8.17%	2,240
Mutual Fund and Variable Insurance Trust - Rational Ins				
2018	20.601022	19.006332	-7.74%	2,875
2017	17.635577	20.601022	16.82%	3,072
2016	15.982990	17.635577	10.34%	3,225
2015	17.320804	15.982990	-7.72%	1,757
2014	17.792539	17.320804	-2.65%	2,030
2013	13.568729	17.792539	31.13%	0
Nationwide Variable Insurance Trust - American Centur	•			
2018	28.720513	25.843778	-10.02%	11,489
2017	26.645179	28.720513	7.79%	18,165
2016	22.298578	26.645179	19.49%	16,052
2015	23.475896	22.298578	-5.02%	895
2014	20.910219	23.475896	12.27%	863
2013	15.976401	20.910219	30.88%	1,521
Nationwide Variable Insurance Trust - American Funds				
2018	24.807026	23.429691	-5.55%	118,133
2017	21.552619	24.807026	15.10%	76,892
2016	19.892167	21.552619	8.35%	62,490
2015	19.817211	19.892167	0.38%	60,776
2014	18.989171	19.817211	4.36%	22,626
2013	15.495668	18.989171	22.55%	13,599
Nationwide Variable Insurance Trust - American Funds			4.070/	74 400
2018	12.060564	11.859132	-1.67%	71,429
2017	11.755628	12.060564	2.59%	20,033
2016	11.521039	11.755628	2.04%	10,710
2015	11.617410	11.521039	-0.83%	14,554
2014	11.133291	11.617410	4.35%	15,019
2013	11.496395	11.133291	-3.16%	12,224

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - American Funds	NVIT Global Growth	Fund: Class II - C	Q/NQ	
2018	18.871976	16.990699	-9.97%	107,093
2017	14.496528	18.871976	30.18%	44,729
2016	14.556560	14.496528	-0.41%	38,226
2015	13.745070	14.556560	5.90%	56,071
2014	13.578776	13.745070	1.22%	28,025
2013	10.619243	13.578776	27.87%	2,176
Nationwide Variable Insurance Trust - American Funds	NVIT Growth Fund:	Class II - Q/NQ		
2018	20.666843	20.407350	-1.26%	92,805
2017	16.269009	20.666843	27.03%	30,023
2016	15.006814	16.269009	8.41%	25,232
2015	14.185659	15.006814	5.79%	25,057
2014	13.205986	14.185659	7.42%	43,019
2013	10.250478	13.205986	28.83%	23,707
Nationwide Variable Insurance Trust - American Funds	NVIT Growth-Incom	e Fund: Class II -	Q/NQ	
2018	20.153519	19.594269	-2.77%	135,362
2017	16.628740	20.153519	21.20%	76,853
2016	15.059223	16.628740	10.42%	35,188
2015	14.987253	15.059223	0.48%	55,092
2014	13.678741	14.987253	9.57%	61,525
2013	10.349323	13.678741	32.17%	37,857
Nationwide Variable Insurance Trust - Amundi NVIT Mu 2018	14.508218 13.726487 12.710128 13.167404 12.751657	14.082548 14.508218 13.726487 12.710128 13.167404	-2.93% 5.70% 8.00% -3.47% 3.26%	16,856 7,009 3,810 3,881 2,422
2013 Nationwide Variable Insurance Trust - BlackRock NVIT 2018	12.974498 Equity Dividend Fur 16.625995	12.751657 nd: Class I - Q/NQ 15.326583	-1.72% -7.82%	2,386 62,697
2017	14.175153	16.625995	17.29%	12,020
2016	12.096735	14.175153	17.18%	3,372
2015	12.987819	12.096735	-6.86%	3,518
2014	11.968871	12.987819	8.51%	5,445
2013*	10.000000	11.968871	19.69%	4,029
2013	10.000000	11.300071	19.09 %	4,023
Nationwide Variable Insurance Trust - BlackRock NVIT 2018	Managed Global Alle 11.935143	ocation Fund: Cla 10.858236	ss II - Q/NQ -9.02%	22 076
		11.935143		23,076
2017	10.138174		17.72%	1,947
2016*	10.000000	10.138174	1.38%	1,947
Nationwide Variable Insurance Trust - DoubleLine NVI				24 550
2018*	10.000000	10.142508	1.43%	31,559

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Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - Federated NVIT I	High Income Bond F	und: Class I - Q/N	Q	
2018	11.531979	11.118656	-3.58%	0
2017	10.867126	11.531979	6.12%	0
2016	9.576846	10.867126	13.47%	0
015	9.892571	9.576846	-3.19%	3,305
014*	10.000000	9.892571	-1.07%	3,319
				-,
Nationwide Variable Insurance Trust - Neuberger Berm	an NVIT Multi Can O	poortunities Fund		
	18.788060	17.739645	-5.58%	41,039
2017	15.150074	18.788060	24.01%	10,466
2016	13.423318	15.150074	12.86%	0
Nationwide Variable Insurance Trust - Neuberger Berm	-	=		
2018	21.248164	19.879239	-6.44%	555
2017	18.059731	21.248164	17.65%	594
2016	16.500453	18.059731	9.45%	10,789
2015	16.669806	16.500453	-1.02%	10,931
2014	15.175533	16.669806	9.85%	10,517
2013	11.019055	15.175533	37.72%	0
Nationwide Variable Insurance Trust - NVIT Bond Index	Fund: Class L. O/N	r		
2018*	10.000000	10.177782	1.78%	16,971
2010	10.000000	10.111102	1.70%	10,071
Nationwide Variable Insurance Trust - NVIT Cardinal(SI	,		44.000/	0
2018	26.491198	23.502024	-11.28%	0
2017	22.246267	26.491198	19.08%	0
2016	20.652894	22.246267	7.72%	0
2015	21.148423	20.652894	-2.34%	0
2014	20.360476	21.148423	3.87%	0
2013	15.820331	20.360476	28.70%	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SI	M) Balanced Fund: C	lass II - Q/NQ		
2018	16.187430	15.086832	-6.80%	6,757
2017	14.533427	16.187430	11.38%	0,101
2016	13.779279	14.533427	5.47%	0
2015	14.010857	13.779279	-1.65%	0
2014	13.514637	14.010857	3.67%	0
2013	11.858147	13.514637	13.97%	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SI	M) Capital Appreciati	on Fund: Class II	- Q/NQ	
2018	17.575914	16.044414	-8.71%	19,532
2017	15.268490	17.575914	15.11%	16,166
2016	14.312504	15.268490	6.68%	16,625
2015	14.592761	14.312504	-1.92%	27,250
2013	14.022155	14.592761	4.07%	14,935
2013	11.634908	14.022155	20.52%	12,553

Period	- Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fun	d: Class II - Q/NQ		
2018	14.614107	14.147550	-3.19%	0
2017	13.823170	14.614107	5.72%	0
2016	13.293183	13.823170	3.99%	0
2015	13.472286	13.293183	-1.33%	0
2014	13.115989	13.472286	2.72%	0
2013	12.574872	13.115989	4.30%	0
201011111111111111111111111111111111111	12101 1012	101110000	1.0070	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth	& Income Fund: C	lass II - Q/NQ	
2018	12.589690	11.636258	-7.57%	641
2017	11.035958	12.589690	14.08%	0
2016	10.517975	11.035958	4.92%	0
2015	11.056193	10.517975	-4.87%	0
2014	10.877084	11.056193	1.65%	0
2013*	10.000000	10.877084	8.77%	0
2010	10.000000	10.011001	0.117/0	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth	Fund: Class II - Q/	NQ	
2018	12.928472	11.941582	-7.63%	25,031
2017	11.041884	12.928472	17.09%	12,718
2016	10.458639	11.041884	5.58%	10,386
2015	11.061158	10.458639	-5.45%	10,475
2014	11.016276	11.061158	0.41%	9,933
2013*	10.000000	11.016276	10.16%	11,749
2010	101000000	111010210	10.1070	11,110
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: (lass II - O/NO		
2018	16.903607	15.611020	-7.65%	45,462
2017	14.921077	16.903607	13.29%	1,341
2016	14.063183	14.921077	6.10%	3,148
2015	14.300475	14.063183	-1.66%	2,837
2014	13.758038	14.300475	3.94%	2,861
2013	11.749209	13.758038	17.10%	2,887
2010	1111 10200	10.100000	11.1070	2,001
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Agar	ssive Fund: Class		
2018	18.048931	16.235198	-10.05%	2,011
2017	15.378795	18.048931	17.36%	2,011
2016	14.379769	15.378795	6.95%	2,011
2015	14.687991	14.379769	-2.10%	2,011
2014	14.131978	14.687991	3.93%	0
2013	11.440039	14.131978	23.53%	0
2013	11.440039	14.131970	23.3370	0
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Cons	arvative Fund: Cla		
2018	15.467394	14.641803	-5.34%	999
2017	14.160677	15.467394	9.23%	1,002
2017	13.439849	14.160677	5.36%	1,002
2015	13.666521	13.439849	-1.66%	0
2013	13.209759	13.666521	-1.00%	0
2013			10.57%	867
2013	11.946855	13.209759	10.07 %	007

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Core Plus I		. 0/NO		
2018	14.991642	14.684619	-2.05%	17,520
2017	14.534408	14.991642	3.15%	6,669
2016	14.149899	14.534408	2.72%	3,101
2015	14.309305	14.149899	-1.11%	3,065
2014	13.725659	14.309305	4.25%	2,371
2013	14.097312	13.725659	-2.64%	1,371
Nationwide Variable Insurance Trust - NVIT DFA Capita	I Appreciation Fund	: Class II - Q/NQ		
	14.586621	13.021887	-10.73%	475
2017	12.448174	14.586621	17.18%	295
2016	11.242870	12.448174	10.72%	0
2015	11.679661	11.242870	-3.74%	0
2014	11.393668	11.679661	2.51%	0
2013*	10.000000	11.393668	13.94%	0
Nationwide Variable Insurance Trust - NVIT DFA Moder	ate Fund: Class II - C	Q/NQ		
2018	13.547238	12.412764	-8.37%	0
2017	11.972756	13.547238	13.15%	0
2016	11.073779	11.972756	8.12%	0
2015	11.340368	11.073779	-2.35%	0
2014	11.200583	11.340368	1.25%	0
2013*	10.000000	11.200583	12.01%	2,099
Nationwide Variable Insurance Trust - NVIT Dynamic U	S Growth Fund: Cla	ass I - Q/NQ		
2018	13.089475	12.844939	-1.87%	11,790
2017	10.343300	13.089475	26.55%	9,150
2016*	10.000000	10.343300	3.43%	8,422
Nationwide Variable Insurance Trust - NVIT Emerging N	Markets Fund: Class	Ι - Ο/ΝΟ		
2018	11.713583	9.615126	-17.91%	33,689
2017	8.327862	11.713583	40.66%	27,772
2016	7.777831	8.327862	7.07%	3,672
2015	9.314722	7.777831	-16.50%	2,413
2014	9.916989	9.314722	-6.07%	2,217
2013*	10.000000	9.916989	-0.83%	0
Nationwide Variable Insurance Trust - NVIT Governmer			0 650/	0 400
2018	12.349299	12.268903	-0.65%	8,460
2017	12.169993	12.349299	1.47%	0
2016	12.153134	12.169993	0.14%	857
2015	12.239795	12.153134	-0.71%	813
2014	11.775653	12.239795	3.94%	835
2013	12.347476	11.775653	-4.63%	0
Nationwide Variable Insurance Trust - NVIT Governmen	-			_
2018	9.654970	9.730179	0.78%	20,993
2017	9.672332	9.654970	-0.18%	91,526
2016	9.729794	9.672332	-0.59%	8,931
2015	9.788528	9.729794	-0.60%	8,297
2014	9.847614	9.788528	-0.60%	11,037
2013	9.907059	9.847614	-0.60%	2

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Internationa	I Equity Fund: Clas	s I - Q/NQ		
2018	13.578435	11.535267	-15.05%	23,631
2017	10.717838	13.578435	26.69%	6,846
2016	10.689485	10.717838	0.27%	5,087
2015	11.093098	10.689485	-3.64%	4,996
2014	11.210305	11.093098	-1.05%	3,926
2013*	10.000000	11.210305	12.10%	3,789
Nationwide Variable Insurance Trust - NVIT Internationa	I Index Fund: Class	II - Q/NQ		
2018	12.597989	10.781546	-14.42%	162,786
2017	10.175073	12.597989	23.81%	82,767
2016	10.160028	10.175073	0.15%	37,531
2015	10.351594	10.160028	-1.85%	12,812
2014	11.093541	10.351594	-6.69%	0
2013*	10.000000	11.093541	10.94%	0
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Aggressi	ve Fund: Class II	- Q/NQ	
2018	26.864645	24.338203	-9.40%	1,789
2017	22.820713	26.864645	17.72%	1,745
2016	20.972516	22.820713	8.81%	675
2015	21.311811	20.972516	-1.59%	673
2014	20.422317	21.311811	4.36%	0,0
2013	16.146206	20.422317	26.48%	0
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Balanced	Fund: Class II - C)/NQ	
2018	18.731206	17.715373	-5.42%	8,758
2017	16.956608	18.731206	10.47%	3,052
2016	16.047316	16.956608	5.67%	2,314
2015	16.172257	16.047316	-0.77%	2,407
2014	15.556573	16.172257	3.96%	0
2013	13.798213	15.556573	12.74%	739
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Capital A	ppreciation Fund	Class II - Q/NQ	
2018	22.323573	20.753200	-7.03%	96,894
2017	19.561279	22.323573	14.12%	97,170
2016	18.265460	19.561279	7.09%	9,511
2015	18.473955	18.265460	-1.13%	17,686
2014	17.664781	18.473955	4.58%	7,620
2013	14.872165	17.664781	18.78%	6,325
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Conserva	tive Fund: Class	II - Q/NQ	
2018	14.184650	13.844839	-2.40%	7,241
2017	13.502742	14.184650	5.05%	7,520
2016	13.028555	13.502742	3.64%	6,908
2015	13.072580	13.028555	-0.34%	6,906
2014	12.659011	13.072580	3.27%	5,823
2013	12.148442	12.659011	4.20%	0,020
2010	12.170772	12.000011	7.2070	0

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Investor De	•			
2018	12.495309	11.721258	-6.19%	0
2017	11.023815	12.495309	13.35%	0
2016	10.491381	11.023815	5.07%	0
2015	10.908256	10.491381	-3.82%	0
2014	10.711055	10.908256	1.84%	0
2013*	10.000000	10.711055	7.11%	0
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Managed	Growth Fund: Cla	ass II - Q/NQ	
2018	12.887013	12.033791	-6.62%	1,321
2017	11.084397	12.887013	16.26%	1,321
2016	10.426423	11.084397	6.31%	1,321
2015	10.921278	10.426423	-4.53%	1,321
2014	10.799949	10.921278	1.12%	1,321
2013*	10.000000	10.799949	8.00%	2,167
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Moderate	Fund: Class II - C		
2018	15.903207	14.909460	-6.25%	8,335
2010	14.167567	15.903207	12.25%	8,559
2017	13.302685	14.167567	6.50%	8,754
2015				
	13.427906	13.302685	-0.93%	8,110
2014	12.843520	13.427906	4.55%	1,059
2013	11.078923	12.843520	15.93%	1,064
Nationwide Variable Insurance Trust - NVIT Investor De				
2018	16.603475	15.228215	-8.28%	56,921
2017	14.315801	16.603475	15.98%	20,694
2016	13.276010	14.315801	7.83%	0
2015	13.454322	13.276010	-1.33%	0
2014	12.896268	13.454322	4.33%	0
2013	10.601723	12.896268	21.64%	0
Nationwide Variable Insurance Trust - NVIT Investor De	stinations Moderate	ly Conservative F	und: Class II - Q/NQ	
2018	14.832547	14.192896	-4.31%	8,283
2017	13.663303	14.832547	8.56%	8,640
2016	13.003967	13.663303	5.07%	8,336
2015	13.086452	13.003967	-0.63%	6,881
2014	12.569721	13.086452	4.11%	5,822
2013	11.444500	12.569721	9.83%	0
Nationwide Variable Insurance Trust - NVIT Managed A	merican Funde Asso	at Allocation Fund	Class II - O/NO	
2018	12.223046	11.563679	-5.39%	86 440
				86,440
2017	10.460542	12.223046	16.85%	15,441
2016	9.694868	10.460542	7.90%	42,187
2015	9.977583	9.694868	-2.83%	41,987
2014*	10.000000	9.977583	-0.22%	15,259

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Managed A	merican Funds Grov	vth-Income Fund:	Class II - Q/NQ	
2018	13.401214	12.977411	-3.16%	22,170
2017	11.078322	13.401214	20.97%	608
2016	10.127715	11.078322	9.39%	0
2015	10.174434	10.127715	-0.46%	0
2014*	10.000000	10.174434	1.74%	0
Nationwide Variable Insurance Trust - NVIT Mid Cap Ind	dex Fund: Class I - Q	/NQ		
2018	24.525143	21.602113	-11.92%	53,821
2017	21.310272	24.525143	15.09%	20,648
2016	17.822559	21.310272	19.57%	8,905
2015	18.396332	17.822559	-3.12%	6,637
2013	16.913997	18.396332	8.76%	2,734
2013	12.789447	16.913997	32.25%	614
Nationwide Variable Insurance Trust - NVIT Multi-Mana	-			
2018	10.827274	8.896346	-17.83%	0
Nationwide Variable Insurance Trust - NVIT Multi-Mana	ger Large Cap Grow	th Fund: Class II -	Q/NQ	
2018	20.526565	19.719195	-3.93%	19,074
2017	15.899601	20.526565	29.10%	3,096
2016	15.683227	15.899601	1.38%	3,560
2015	15.299096	15.683227	2.51%	2,642
2014	13.973382	15.299096	9.49%	2,781
2013	10.458559	13.973382	33.61%	2,650
Nationwide Variable Insurance Trust - NVIT Multi-Mana				4 000
2018	19.260038	16.886159	-12.33%	4,962
2017	16.942773	19.260038	13.68%	5,076
2016	14.688032	16.942773	15.35%	4,320
2015	15.302520	14.688032	-4.02%	3,440
2014	13.964472	15.302520	9.58%	1,507
2013	10.404403	13.964472	34.22%	1,805
Nationwide Variable Insurance Trust - NVIT Multi-Mana	ger Mid Cap Growth	Fund: Class II - Q	/NQ	
2018	19.724426	18.223713	-7.61%	23,806
2017	15.560543	19.724426	26.76%	5,875
2016	14.760409	15.560543	5.42%	4,459
2015	14.900987	14.760409	-0.94%	4,062
2014	14.453286	14.900987	3.10%	6,467
2013	10.490584	14.453286	37.77%	0
Nationwide Variable Insurance Trust - NVIT Multi-Mana	ner Mid Can Value F	und: Class I - O/N	n	
2018	17.685082	15.272833	-13.64%	17,055
				,
2017	15.613733	17.685082	13.27%	6,204
2016	13.343185	15.613733	17.02%	4,474
2015	13.803462	13.343185	-3.33%	1,506
2014	11.853608	13.803462	16.45%	0
2013*	10.000000	11.853608	18.54%	0
Nationwide Variable Insurance Trust - NVIT Multi-Mana	ger Small Cap Growt	th Fund: Class II -	NQ	
	·		0.770/	

17.916157

16.344985

-8.77%

0

2018.....

Period	Beginning Value	Ending Value	Percentage Change	Units
Nationwide Variable Insurance Trust - NVIT Multi-Manag	ger Small Cap Growt	th Fund: Class II -	Q	
2018	18.898546	17.241221	-8.77%	3,140
Nationwide Variable Insurance Trust - NVIT Multi-Manag	ger Small Cap Value	Fund: Class I - Q	/NQ	
2018	16.857808	13.915440	-17.45%	7,552
2017	15.549976	16.857808	8.41%	6,468
2016	12.422220	15.549976	25.18%	5,446
2015	13.298055	12.422220	-6.59%	4,693
2014	12.500529	13.298055	6.38%	2,367
2013*	10.000000	12.500529	25.01%	0
Nationwide Variable Insurance Trust - NVIT Multi-Manag	ger Small Company	Fund: Class I - Q/	NQ	
2018	17.417619	15.125292	-13.16%	13,778
2017	15.440014	17.417619	12.81%	13,986
2016	12.645706	15.440014	22.10%	11,987
2015	12.933513	12.645706	-2.23%	21,896
2014	12.906362	12.933513	0.21%	26,609
2013*	10.000000	12.906362	29.06%	17,605
Nationwide Variable Insurance Trust - NVIT Nationwide	Fund: Class II - Q/N	Q		
2018	18.292157	18.131432	-0.88%	0
Nationwide Variable Insurance Trust - NVIT Real Estate	Fund: Class II - Q/N	Q		
2018	31.714757	30.244616	-4.64%	1,192
2017	30.059209	31.714757	5.51%	1,167
2016	28.215357	30.059209	6.53%	1,095
2015	30.088762	28.215357	-6.23%	1,086
2014	23.537362	30.088762	27.83%	1,063
2013	23.056824	23.537362	2.08%	0
Nationwide Variable Insurance Trust - NVIT S&P 500® I	ndex Fund: Class II -	Q/NQ		
2018	17.687218	16.723794	-5.45%	362,512
2017	14.678372	17.687218	20.50%	175,288
2016	13.256101	14.678372	10.73%	65,386
2015	13.211550	13.256101	0.34%	23,856
2014	11.754195	13.211550	12.40%	5,075
2013*	10.000000	11.754195	17.54%	0
Nationwide Variable Insurance Trust - NVIT Short Term	Bond Fund: Class II	- Q/NQ		
2018	11.297131	11.321092	0.21%	6,605
2017	11.188452	11.297131	0.97%	8,395
2016	10.982180	11.188452	1.88%	9,692
2015	11.086271	10.982180	-0.94%	9,544
2014	11.098382	11.086271	-0.11%	30,001
2013	11.153590	11.098382	-0.49%	3,830

Period	Beginning Value	Ending Value	Percentage Change	Units
			r ercentage onange	onits
Nationwide Variable Insurance Trust - NVIT Small Cap I			11.000/	44.004
2018	16.921520	14.911604	-11.88%	44,024
2017	14.909150	16.921520	13.50%	30,551
2016	12.409083	14.909150	20.15%	10,767
2015	13.124698	12.409083	-5.45%	6,808
2014	12.629110	13.124698	3.92%	2,092
2013*	10.000000	12.629110	26.29%	0
Nationwide Variable Insurance Trust - Templeton NVIT	International Value I	Fund: Class I - O/		
2018	18.121802	15.186472	-16.20%	2,364
2017	14.855997	18.121802	21.98%	2,318
2016	14.780561	14.855997	0.51%	2,008
2015	15.473637	14.780561	-4.48%	1,556
2014	16.947703	15.473637	-8.70%	1,325
2013	14.197185	16.947703	19.37%	2,028
2013	14.137103	10.347703	19.57 /0	2,020
Oppenheimer Variable Account Funds - Oppenheimer (Global Fund/VA: Nor	-Service Shares	- Q/NQ	
2018	16.335766	14.097175	-13.70%	13,016
2017	12.025125	16.335766	35.85%	16,622
2016	12.087600	12.025125	-0.52%	17,636
2015	11.699132	12.087600	3.32%	11,630
2014	11.505998	11.699132	1.68%	46,544
2013*	10.000000	11.505998	15.06%	36,170
Oppenheimer Variable Account Funds - Oppenheimer I	nternational Growth	Fund/VA: Non-Se	ervice Shares - Q/NQ	
2018	13.357027	10.698516	-19.90%	31,064
2017	10.640019	13.357027	25.54%	20,406
2016	10.935616	10.640019	-2.70%	15,863
2015	10.636567	10.935616	2.81%	9,626
2014	11.533377	10.636567	-7.78%	45,703
2013*	10.000000	11.533377	15.33%	33,980
Oppenheimer Variable Account Funds - Oppenheimer I				
2018	17.591070	16.106078	-8.44%	6,268
2017	15.137336	17.591070	16.21%	7,629
2016	13.643505	15.137336	10.95%	8,289
2015	13.283744	13.643505	2.71%	8,494
2014	12.071846	13.283744	10.04%	8,030
2013*	10.000000	12.071846	20.72%	8,150
PIMCO Variable Insurance Trust - All Asset Portfolio: A 2018	11.049228	10.384387	-6.02%	17,695
2018	9.804126	11.049228	-0.02 %	16,873
2017	8.735811	9.804126	12.23%	16,704
2016	9.677680	9.004120 8.735811	-9.73%	8,340
2013		9.677680	-0.15%	0,340 16,734
2014	9.692003 10.000000		-0.15%	10,734
2010	10.000000	9.692003	-3.00 %	0

Period	Beginning Value	Ending Value	Percentage Change	Units
PIMCO Variable Insurance Trust - Commodity RealRetu	rn® Strategy Portfol	lio: Advisor Class	- Q/NQ	
2018	6.181580	5.271695	-14.72%	5,801
2017	6.094024	6.181580	1.44%	2,897
2016	5.336989	6.094024	14.18%	449
2015	7.222702	5.336989	-26.11%	400
2014	8.928883	7.222702	-19.11%	294
2013*	10.000000	8.928883	-10.71%	0
PIMCO Variable Insurance Trust - Dynamic Bond Portfo	olio: Advisor Class -	Q/NQ		
2018*	10.000000	10.044223	0.44%	4,283
PIMCO Variable Insurance Trust - Emerging Markets Bo	ond Portfolio: Adviso	or Class - Q/NQ		
2018	11.050319	10.453646	-5.40%	12,952
2017	10.126451	11.050319	9.12%	25,307
2016	8.998433	10.126451	12.54%	31,727
2015	9.272050	8.998433	-2.95%	10,261
2014	9.198807	9.272050	0.80%	9,998
2013*	10.000000	9.198807	-8.01%	0
PIMCO Variable Insurance Trust - High Yield Portfolio:	Advisor Class - Q/N	2		
2018	11.971390	11.571739	-3.34%	5,262
2017	11.306818	11.971390	5.88%	1,601
2016	10.124140	11.306818	11.68%	660
2015	10.368689	10.124140	-2.36%	707
2014	10.104624	10.368689	2.61%	3,407
2013*	10.000000	10.104624	1.05%	0
PIMCO Variable Insurance Trust - Income Portfolio: Ad	visor Class - Q/NQ			
2018*	10.000000	10.035137	0.35%	0
PIMCO Variable Insurance Trust - International Bond Pe	ortfolio (U.S. Dollar-ŀ	Hedged): Adminis	trative Class - Q/NQ	
2018	11.621241	11.795743	1.50%	17,181
2017	11.376974	11.621241	2.15%	928
2016	10.748601	11.376974	5.85%	0
2015	10.782177	10.748601	-0.31%	3,144
2014	9.758602	10.782177	10.49%	3,417
2013*	10.00000	9.758602	-2.41%	0
PIMCO Variable Insurance Trust - International Bond Po	ortfolio (Unhedged):	Advisor Class - Q	/NQ	
2018	12.875215	12.276225	-4.65%	12,375
2017	11.697081	12.875215	10.07%	1,383
2016	11.435472	11.697081	2.29%	1,277
2015	12.393801	11.435472	-7.73%	0
2014	12.431196	12.393801	-0.30%	0
2013	13.385237	12.431196	-7.13%	0

PINCO Variable Insurance Trust - Low Duration Portfolic: Advisor Class - QNQ Display 2018 12 171606 12 126872 -0.37% 39,624 2017 12 099437 12 171606 0.66% 21,821 2016 12 009515 12 099437 0.70% 24,649 2013 12 009515 12 099522 -0.83% 62,872 2014 12 039522 12 039522 -0.83% 62,320 2013 12 140388 12 039522 -0.83% 62,320 2016	Period	Beginning Value	Ending Value	Percentage Change	Units
2018. 12.171606 12.126872 -0.37% 39,624 2017. 12.093437 12.171606 0.65% 21,821 2016. 12.093437 0.70% 24,4649 2015. 12.058630 12.039522 -0.83% 62,302 2014. 12.039522 -0.83% 6,230 PIMCO Variable Insurance Trust - Real Return Portfolio: Advisor Class - Q/NQ 2018. 9.237219 2.94% 3,978 2016. 9.241477 9.513109 2.94% 3,978 2016. 8.44742 9.241477 9.4533% 301 2014. 8.944879 9.157366 2.38% 0 2013* 0 2014* 3.36% 301 2014. 8.944879 9.157366 2.38% 0 2013* 0 2014* 3.364 0 2013. 10.000000 8.944879 9.157366 2.38% 0 0 2014* 3.364 0 2014. 10.34421 10.419078 0.42% 3.046 2017* 10.55% 0 2016. 10.102770 10.334821 1.69% 1			v	· · · · · · · · · · · · · · · · · · ·	<u></u>
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2018	2010	10.000000	10.102770	1.00 /0	0
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2017				-1.23%	95,396
2016					
2015	2016				
2014	2015				
2013	2014				
2018*	2013	10.939724	10.650825	-2.64%	10,439
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Royce Capital Fund - Royce Small-Cap Portfolio: Investment Class - Q/NQ 2018		l: Class IB - Q/NQ			
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2017	Royce Capital Fund - Royce Small-Cap Portfolio: Invest	ment Class - Q/NQ			
2016	2018				
2015					
2014		11.344292	13.639793	20.23%	
2013*			11.344292	-12.33%	
T. Rowe Price Equity Series, Inc T. Rowe Price Health Sciences Portfolio: II - Q/NQ2018	2014		12.939951	2.62%	
2018.37.08596537.1784040.25%18,0832017.29.30658637.08596526.54%12,1122016.33.02141029.306586-11.25%9,9772015.29.53734133.02141011.80%14,4332014.22.64503229.53734130.44%7,864	2013*	10.000000	12.609593	26.10%	1,749
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2014					
2013 15.136129 22.645032 49.61% 1,653					
	2013	15.136129	22.645032	49.61%	1,653

Period	Beginning Value	Ending Value	Percentage Change	Units
The Merger Fund VL - The Merger Fund VL - Q/NQ				
2018	10.079358	10.729341	6.45%	0
2017	9.886542	10.079358	1.95%	0
2016	9.708929	9.886542	1.83%	0
2015*	10.000000	9.708929	-2.91%	0
VanEck VIP Trust - VanEck VIP Global Gold Fund: Class	s S - Q/NQ			
2018*	10.000000	8.836823	-11.63%	0
VanEck VIP Trust - VanEck VIP Global Hard Assets Fun	d: Class S - Q/NQ			
2018	8.366622	5.952514	-28.85%	27,768
2017	8.586269	8.366622	-2.56%	25,898
2016	6.023143	8.586269	42.55%	20,575
2015	9.129343	6.023143	-34.02%	19,802
2014	11.387513	9.129343	-19.83%	18,011
2013*	10.000000	11.387513	13.88%	2,148
Wells Fargo Variable Trust - VT Small Cap Growth Fund	: Class 2 - Q/NQ			
2018	31.739082	31.960672	0.70%	17,650
2017	25.369991	31.739082	25.10%	5,517
2016	23.687710	25.369991	7.10%	5,302
2015	24.537953	23.687710	-3.47%	8,875
2014	25.158395	24.537953	-2.47%	9,006
2013	16.847674	25.158395	49.33%	974

Appendix C: Contract Types and Tax Information

Types of Contracts

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue Code (the "Code"). Following is a general description of the various contract types. Eligibility requirements, tax benefits (if any), limitations, and other features of the contracts will differ depending on contract type.

Non-Qualified Contracts

A non-qualified contract is a contract that does not qualify for certain tax benefits under the Code, such as deductibility of purchase payments, and which is not an IRA, Roth IRA, SEP IRA, Simple IRA, or tax sheltered annuity.

Upon the death of the owner of a non-qualified contract, mandatory distribution requirements are imposed to ensure distribution of the entire balance in the contract within a required period.

Non-qualified contracts that are owned by natural persons allow the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed. Non-qualified contracts that are owned by non-natural persons, such as trusts, corporations, and partnerships are generally subject to current income tax on the income earned inside the contract, unless the non-natural person owns the contract as an agent of a natural person.

Charitable Remainder Trusts

Charitable Remainder Trusts are trusts that meet the requirements of Section 664 of the Code. Non-Qualified Contracts that are issued to Charitable Remainder Trusts will differ from other Non-Qualified Contracts in two respects:

- (1) Contract ownership at annuitization. On the annuitization date, if the contract owner is a Charitable Remainder Trust, the Charitable Remainder Trust will continue to be the contract owner and the annuitant will NOT become the contract owner.
- (2) Recipient of death benefit proceeds. With respect to the death benefit proceeds, if the contract owner is a Charitable Remainder Trust, the death benefit is payable to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

While these provisions are intended to facilitate a Charitable Remainder Trust's ownership of this contract, the rules governing Charitable Remainder Trusts are numerous and complex. A Charitable Remainder Trust that is considering purchasing this contract should seek the advice of a qualified tax and/or financial advisor prior to purchasing the contract. An annuity that has a Charitable Remainder Trust endorsement is not a Charitable Remainder Trust; the endorsement is merely to facilitate ownership of the contract by a Charitable Remainder Trust.

Individual Retirement Annuities (IRAs)

IRAs are contracts that satisfy the provisions of Section 408(b) of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$6,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$7,000 (although rollovers of greater amounts from Qualified Plans, Tax Sheltered Annuities, certain 457 governmental plans, and other IRAs can be received);
- certain minimum distribution requirements must be satisfied after the owner attains the age of 701/2;
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

Depending on the circumstance of the owner, all or a portion of the contributions made to the account may be deducted for federal income tax purposes.

IRAs may receive rollover contributions from other individual retirement accounts, other individual retirement annuities, tax sheltered annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

When the owner of an IRA attains the age of 70½, the Code requires that certain minimum distributions be made. In addition, upon the death of the owner of an IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period. Due to recent changes in Treasury Regulations, the amount used to compute the mandatory distributions may exceed the contract value.

Failure to make the mandatory distributions can result in an additional penalty tax of 50% of the excess of the amount required to be distributed over the amount that was actually distributed.

For further details regarding IRAs, refer to the disclosure statement provided when the IRA was established and the annuity contract's IRA endorsement.

As used herein, the term "individual retirement plans" shall refer to both individual retirement annuities and individual retirement accounts that are described in Section 408 of the Code.

One-Rollover-Per-Year Limitation

A contract owner can receive a distribution from an IRA and roll it into another IRA within 60 days from the date of the distribution and not have the amount of the distribution included in taxable income. Only one rollover per year from a contract owner's IRA is allowed. The one year period begins on the date the contract owner receives the IRA distribution, and not on the date the IRA was rolled over. The Internal Revenue Service ("IRS") has interpreted this one-rollover-peryear limitation as applying separately to each IRA a contract owner owns.

However, on March 20, 2014, the IRS issued Announcement 2014-15 in which it decided to follow the Tax Court's interpretation of the one rollover per year rule in the Bobrow case. In Bobrow, the Tax Court interpreted the one-rollover-per-year limitation as applying in the aggregate to all the IRAs that a taxpayer owns. This means that a contract owner cannot make an IRA rollover distribution if, within the previous one year period, an IRA rollover distribution was taken from any other IRAs owned. Also, rollovers between an individual's Roth IRAs would prevent a separate rollover within the 1-year period between the individual's traditional IRAs, and vice versa. The IRS began applying this new interpretation to any IRA rollover distribution that occurs on or after January 1, 2015.

Direct transfers IRA funds between IRA trustees are not subject to the one rollover per year limitation because such transfers are not considered rollover distributions. Also, a rollover from a traditional IRA to a Roth IRA (a conversion) is not subject to the one roll over per year limitation, and such a rollover is disregarded in applying the one rollover per year limitation to other rollovers.

Roth IRAs

Roth IRA contracts are contracts that satisfy the provisions of Section 408A of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$6,000; if the contract owner is age 50 or older, the annual premium cannot exceed \$7,000 (although rollovers of greater amounts from other Roth IRAs and other individual retirement plans can be received);
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, certain distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

A Roth IRA can receive a rollover from an individual retirement plan or another eligible retirement plan; however, the amount rolled over from the individual retirement plan or other eligible retirement plan to the Roth IRA is required to be included in the owner's federal gross income at the time of the rollover, and will be subject to federal income tax. However, a rollover or conversion of an amount from an IRA or eligible retirement plan after December 31, 2017 cannot be recharacterized back to an IRA.

For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established and the annuity contract's IRA endorsement.

Simplified Employee Pension IRAs (SEP IRA)

A SEP IRA is a written plan established by an employer for the benefit of employees which permits the employer to make contributions to an IRA established for the benefit of each employee.

An employee may make deductible contributions to a SEP IRA subject to the same restrictions and limitations as an IRA. In addition, the employer may make contributions to the SEP IRA, subject to dollar and percentage limitations imposed by both the Code and the written plan.

A SEP IRA plan must satisfy:

- minimum participation rules;
- top-heavy contribution rules;
- nondiscriminatory allocation rules; and
- requirements regarding a written allocation formula.

In addition, the plan cannot restrict withdrawals of non-elective contributions, and must restrict withdrawals of elective contributions before March 15th of the following year.

When the owner of a SEP IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a SEP IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Simple IRAs

A Simple IRA is an Individual Retirement Annuity that is funded exclusively by a qualified salary reduction arrangement and satisfies:

- vesting requirements;
- participation requirements; and
- administrative requirements.

The funds contributed to a Simple IRA cannot be commingled with funds in other individual retirement plans or SEP IRAs.

A Simple IRA cannot receive rollover distributions except from another Simple IRA.

When the owner of a Simple IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Simple IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Investment Only (Qualified Plans)

Contracts that are owned by Qualified Plans are not intended to confer tax benefits on the beneficiaries of the plan; they are used as investment vehicles for the plan. The income tax consequences to the beneficiary of a Qualified Plan are controlled by the operation of the plan, not by operation of the assets in which the plan invests.

Beneficiaries of Qualified Plans should contact their employer and/or trustee of the plan to obtain and review the plan, trust, summary plan description and other documents for the tax and other consequences of being a participant in a Qualified Plan.

Federal Tax Considerations

Federal Income Taxes

The tax consequences of purchasing a contract described in this prospectus will depend on:

- the type of contract purchased;
- the purposes for which the contract is purchased; and
- the personal circumstances of individual investors having interests in the contracts.

Existing tax rules are subject to change and may affect individuals differently depending on their situation. Nationwide does not guarantee the tax status of any contracts or any transactions involving the contracts.

The following is a brief summary of some of the federal income tax considerations related to the types of contracts sold in connection with this prospectus. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. Nothing in this prospectus should be considered to be tax advice. Purchasers and prospective purchasers of the contract should consult a financial consultant, tax advisor, or legal counsel to discuss the taxation and use of the contracts.

IRAs, SEP IRAs, and Simple IRAs

Distributions from IRAs, SEP IRAs, and Simple IRAs are generally taxed as ordinary income when received. If any of the amounts contributed to the Individual Retirement Annuity was non-deductible for federal income tax purposes, then a portion of each distribution is excludable from income.

If distributions of income from an IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to the regular income tax, and an additional penalty tax of 10% is generally applicable. (For Simple IRAs, the 10% penalty is increased to 25% if the distribution is made during the 2-year period beginning on the date that the individual first participated in the Simple IRA.) The 10% penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- used for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Roth IRAs

Distributions of earnings from Roth IRAs are taxable or nontaxable depending upon whether they are "qualified distributions" or "non-qualified distributions." A "qualified distribution" is one that is made after the Roth IRA has satisfied the five-year rule and meets one of the following requirements:

- it is made on or after the date on which the contract owner attains age 591/2;
- it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- it is attributable to the contract owner's disability; or
- it is used for expenses attributable to the purchase of a home for a qualified first-time buyer.

The five-year rule is satisfied if a five tax-year period has passed beginning with the first tax year in which a contribution is made to any Roth IRA established by the owner.

A qualified distribution is not included in gross income for federal income tax purposes.

A non-qualified distribution is not includable in gross income to the extent that the distribution, when added to all previous distributions, does not exceed the total amount of contributions made to the Roth IRA. Any non-qualified distribution in excess of total contributions is includable in the contract owner's gross income as ordinary income in the year that it is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from an individual retirement plan prior to January 1, 1999 if the owner elected the special four-year income averaging provisions that were in effect for 1998.

If non-qualified distributions of income from a Roth IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;

- for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Natural Persons as Contract Owners

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any prior nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;
- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Non-Natural Persons as Contract Owners

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

Exchanges

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-11 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

Taxation of Lifetime Withdrawals Under the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track Option

While the tax treatment for withdrawals for benefits such as 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track Option is not clear under federal tax law, Nationwide intends to treat withdrawals under these options as taxable to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the withdrawal. Specifically, Nationwide intends to treat the following amount of each withdrawal as a taxable distribution:

The greater of:

(1) A-C; or

Where:

- A = the contract value immediately before the withdrawal;
- B = the guaranteed annual benefit amount immediately before the withdrawal; and
- C = the remaining investment in the contract.

In certain circumstances, this treatment could result in the contract value being less than the investment in the contract after such a withdrawal. If the Contract Owner subsequently takes withdrawals from the contract under such circumstances, the Contract Owner would have a loss that may be deductible. If the Contract Owner purchases one of these options in an IRA, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships

The Treasury issued final regulations that address what relationships are considered marriages for federal tax purposes. The final regulations definition of a marriage reflects the United States Supreme Court holdings in *Windsor and Obergefell*, as well as Rev. Proc. 2017-13.

The final regulations define the terms "spouse", "husband", "wife", and "husband and wife" to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. In addition, the regulations adopt the "place of celebration" rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopt the holding of Rev. Proc. 2013-17 that relationships entered into as civil unions, or registered domestic partnerships that are not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

Withholding

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or
- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the portion of the distribution that represents income will be subject to withholding rates established by Section 3405 of the Code.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

Non-Resident Aliens

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to nonresident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

- (1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and
- (2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

- (1) the distribution is connected to the non-resident alien's conduct of business in the United States;
- (2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and
- (3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

FATCA

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (*e.g.*, Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

Additional Medicare Tax

Effective January 1, 2013, Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is \$250,000 (married filing jointly); \$125,000 (married filing separately); or \$200,000 (single, or head of household (with qualifying person, or qualifying widow(er) with dependent child)). The threshold for an estate or trust that is subject to the surtax is generally equal to the dollar amount at which the highest tax bracket under Code Section 1(e) begins for the taxable year. For 2019, that amount is \$12,750.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. It may also include taxable distributions from, and gain from the sale or surrender of, life insurance contracts. Net investment income does not include, among other things, distributions from certain qualified

plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includible in income for federal income tax purposes, are includible in modified adjusted gross income.

Federal Estate, Gift and Generation Skipping Transfer Taxes

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a "direct skip" and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

- (a) an individual who is two or more generations younger than the contract owner; or
- (b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, "contract owner" refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

Charge for Tax

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

Diversification

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was accidental;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number

of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial advisor for more specific required distribution information.

If the Contract Owner purchases the 7% Nationwide Lifetime Income Rider or Nationwide Lifetime Income Track Option, withdrawals in excess of the annual benefit amount may be required to satisfy the minimum distribution requirements under the Code. Consult a qualified tax adviser.

Required Distributions - General Information

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between "beneficiary" and "designated beneficiary" when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from nonqualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

Required Distributions for Non-Qualified Contracts

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

- (1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.
- (2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:
 - (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and
 - (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

- (a) the death of the annuitant will be treated as the death of a contract owner;
- (b) any change of annuitant will be treated as the death of a contract owner; and
- (c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

Required Distributions for IRAs, SEP IRAs, Simple IRAs, and Roth IRAs

Distributions from IRA, SEP IRA, or Simple IRA must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. Distributions may be paid in a lump sum or in substantially equal payments over:

- (a) the life of the contract owner or the joint lives of the contract owner and the contract owner's designated beneficiary; or
- (b) a period not longer than the period determined under the table in Treasury Regulation 1.401(a)(9)-9, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract owner, the period may not exceed the longer of the period determined under such table or the joint life expectancy of the contract owner and the contract owner's spouse, determined in accordance with Treasury Regulation 1.72-9, or such additional guidance as may be provided pursuant to Treasury Regulation 1.401(a)(9)-9.

For IRAs, SEP IRAs, and Simple IRAs, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another IRA, SEP IRA, or Simple IRA of the contract owner.

If the contract owner's entire interest in IRA, SEP IRA, or Simple IRA will be distributed in equal or substantially equal payments over a period described in (a) or (b) above, the payments must begin on or before the required beginning date. The required beginning date is April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. The rules for Roth IRAs do not require distributions to begin during the contract owner's lifetime, therefore, the required beginning date is not applicable to Roth IRAs.

Due to recent changes in Treasury Regulations, the amount used to compute the minimum distribution requirement may exceed the contract value.

If the contract owner dies before the required beginning date (in the case of IRA, SEP IRA, or Simple IRA) or before the entire contract value is distributed (in the case of a Roth IRA), any remaining interest in the contract must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the spouse's remaining life expectancy using the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and
- (c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

If the contract owner dies on or after the required beginning date, the interest in the IRA, SEP IRA, or Simple IRA must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

(a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by

one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;

- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and
- (c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

If distribution requirements are not met, a penalty tax of 50% is levied on the difference between the amount that should have been distributed for that year and the amount that actually was distributed for that year.

For IRAs, SEP IRAs, and Simple IRAs, all or a portion of each distribution will be included in the recipient's gross income and taxed at ordinary income tax rates. The portion of a distribution that is taxable is based on the ratio between the amount by which non-deductible purchase payments exceed prior non-taxable distributions and total account balances at the time of the distribution. The owner of an IRA, SEP IRA, or Simple IRA must annually report the amount of non-deductible purchase payments, the amount of any distribution, the amount by which non-deductible purchase payments for all years exceed non taxable distributions for all years, and the total balance of all IRAs, SEP IRAs, or Simple IRAs.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are "qualified distributions" or "non-qualified distributions."

Tax Changes

H.R. 1, the Tax Cuts and Jobs Act (the "Act") was enacted on December 22, 2017. The Act made numerous changes to the Code effective January 1, 2018, including the following:

- Lowered the federal individual and corporate income tax rates;
- Doubled the federal estate and gift tax exclusion amount to \$10 million;
- Eliminated the ability to recharacterize the rollover or conversion of amounts from IRAs or eligible retirement plans to a Roth IRA.

State Taxation

The tax rules across the various states and localities are not uniform and therefore are not discussed in this prospectus. Tax rules that may apply to contracts issued in U.S. territories such as Puerto Rico and Guam are also not discussed. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the taxation and use of the contracts.

Appendix D: 7% Nationwide Lifetime Income Rider's Non-Lifetime Withdrawal Examples

	Example of a	Non-Lifetime Withdrawal taken befo	re the 10 th Contract A	nniversary*
		ow the calculations used to determine the calculations used to determine the contract Anniversary. This example assumed the contract for the contract of the c		efit Base if a Non-Lifetime
Origi Subs	Il Purchase Payment on Contrac inal Income Benefit Base: sequent Purchase Payment in th -Lifetime Withdrawal Amount tak	e 2nd Contract Year:		\$100,000 \$100,000 \$15,000 \$20,000
	tract Value on Date of Non-Lifeti ime Withdrawal) **:	me Withdrawal (prior to the Non-	:	\$120,000
		e of Non-Lifetime Withdrawal**: e 5th Contract Year and after the		\$138,000
	-Lifetime Withdrawal: tract Value on 6th Contract Anniv	versary**:		\$ 30,000 \$140,000
	\$20,000 Non-Lifetime Withdrav tract Anniversary will equal th	val is taken during the 5 th Contract Ye e greatest of:	ear, the Current Incom	e Benefit Base on the 6 th
1)	Proportional Reduction to the Current Income	Non-Lifetime Withdrawal Amount		Current Income Benefit
	Benefit Base	 Contract Value (on date of Non-Lifetime Withdrawal) \$20,000 	Х	Base prior to Non- Lifetime Withdrawal
	=	=	X \$23,000	\$138,000
		ase of \$138,000 is reduced by \$23,000	resulting in the proporti	onally reduced Current Income
2)		any Contract Anniversary after the Non	-Lifetime Withdrawal. H	ere, the Contract Value on the 6th
	· · · · · ·		-Lifetime Withdrawal. H	
	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction	= Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime Withdrawal)	-Lifetime Withdrawal. H	lere, the Contract Value on the 6th Original Income Benefit Base
	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction to the Original Income	= Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime	x	Original Income Benefit
	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction to the Original Income Benefit Base The Original Income Benefit Ba \$83,333. The Adjusted Roll-up	 Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime Withdrawal) \$20,000 = 	X X \$16,667 resulting in the Adjuste e 7% simple interest ro	Original Income Benefit Base \$100,000 d Roll-up Income Benefit Base of
	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction to the Original Income Benefit Base The Original Income Benefit Ba \$83,333. The Adjusted Roll-up	Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime Withdrawal) \$20,000 \$120,000 \$3120,000 \$120,000	X X \$16,667 resulting in the Adjuste e 7% simple interest ro	Original Income Benefit Base \$100,000 d Roll-up Income Benefit Base of
2) 3.a) 3.b)	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction to the Original Income Benefit Base The Original Income Benefit Ba \$83,333. The Adjusted Roll-up	Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime Withdrawal) \$20,000 \$20,000 \$120,000 \$20,000 \$120,000 \$20,000 \$120,000 \$20,000 <td>X X \$16,667 resulting in the Adjuste e 7% simple interest ro</td> <td>Original Income Benefit Base \$100,000 d Roll-up Income Benefit Base of</td>	X X \$16,667 resulting in the Adjuste e 7% simple interest ro	Original Income Benefit Base \$100,000 d Roll-up Income Benefit Base of
3.a)	The highest Contract Value on Contract Anniversary is \$140,0 Proportional Reduction to the Original Income Benefit Base The Original Income Benefit Ba \$83,333. The Adjusted Roll-up Anniversary resulting in the Ad	000. Non-Lifetime = Withdrawal Amount = Contract Value (on date of Non-Lifetime Withdrawal) \$20,000 \$20,000 = \$20,000 = \$120,000	X \$16,667 resulting in the Adjuste le 7% simple interest ro n roll-up of <i>\$118,333</i> .	Original Income Benefit Base \$100,000 d Roll-up Income Benefit Base of Il-up for each attained Contract Subsequent Purchase Payment in the 2 nd

The subsequent purchase payment in the 2nd Contract Year of \$15,000 is reduced by \$2,500 resulting in the proportionally reduced subsequent purchase payment of \$12,500. This is increased by 7% simple interest roll-up from the date of the subsequent purchase payment for each attained Contract Anniversary resulting in \$16,438.

PLUS

3.c) Subsequent purchase payment after Non-Lifetime Withdrawal of \$30,000 increased by 7% simple interest roll-up from the date of the subsequent purchase payment for each attained Contract Anniversary resulting in \$33,150. The Adjusted Roll-up Income Benefit Base with roll-up PLUS the subsequent purchase payment in the 2nd Contract Year with roll-up PLUS the subsequent purchase payment after the Non-Lifetime Withdrawal with roll-up would equal **\$167,921**.

Since the Adjusted Roll-up Income Benefit Base with roll-up and subsequent purchase payments with roll-up are the greatest, the Contract Owner's Current Income Benefit Base on the 6th Contract Anniversary would be **\$167,921**.

- * All numbers are rounded to the nearest whole number
- ** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

Example of a Non-Lifetime Withdrawal taken after the 10th Contract Anniversary*

The purpose of this example is to show the calculations used to determine the Current Income Benefit Base if a Non-Lifetime Withdrawal is taken after the 10th Contract Anniversary. This example assumes the following:

Initial Purchase Payment on Contract Issue Date:	\$100,000
Original Income Benefit Base:	\$100,000
Subsequent Payment on the 1 st Contract Anniversary:	\$ 15,000
Subsequent Payment on the 11 th Contract Anniversary:	\$ 30,000
Non-Lifetime Withdrawal Amount taken during the 12th Contract Year:	\$ 20,000
Contract Value on Date of Non-Lifetime Withdrawal (prior to the Non- Lifetime Withdrawal) **:	\$177,698
Current Income Benefit Base on Date of Non-Lifetime Withdrawal**:	\$224,450
Contract Value on 12 th Contract Anniversary**:	\$195,078

If a \$20,000 Non-Lifetime Withdrawal is taken during the 12th Contract Year, the Current Income Benefit Base on the 12th Contract Anniversary will equal the greatest of:

1)	Proportional Reduction to the Current Income Benefit Base	Non-Lifetime Withdrawal Amount		Current Income Benefit	
	=	Contract Value (on date of Non-Lifetime Withdrawal) \$20,000	X	Base prior to Non- Lifetime Withdrawal	
	=	\$177,698	Х	\$224,450	
	=		\$25,262		
	The Current Income Benefit Base	of \$224,450 is reduced by \$25,262	resulting in the proportion	onally reduced Current Income	
	Benefit Base of \$199,188.	- 			
2)		/ Contract Anniversary after the Nor	n-Lifetime Withdrawal. H	ere, the Contract Value on the 12 th	
2) 3.a)	The highest Contract Value on an	-	n-Lifetime Withdrawal. H		
	The highest Contract Value on an Contract Anniversary is \$195,078 Proportional Reduction to the	Non-Lifetime	Х	Original Income Benefit Base	
	The highest Contract Value on an Contract Anniversary is \$195,078 Proportional Reduction to the	Non-Lifetime Withdrawal Amount Contract Value (on date of Non-Lifetime Withdrawal)		Original Income	

The Original Income Benefit Base of \$100,000 is reduced by \$11,255 resulting in the Adjusted Roll-up Income Benefit Base of \$88,745. The Adjusted Roll-up Income Benefit Base is increased by the 7% simple interest roll-up for each attained Contract Anniversary resulting in the Adjusted Roll-up Income Benefit base with roll-up of *\$150,866*.

	PLUS						
3.b)	Proportional Reduction to the Subsequent Purchase		Non-Lifetime Withdrawal Amount		Subsequent Purchase		
	Payment on the 1st Contract Anniversary	=	Contract Value (on date of Non-Lifetime Withdrawal) \$20.000	Х	Payment on the 1 st Contract Anniversary		
		= -	\$177,698	х	\$15,000		
		=		\$1,688			

The subsequent purchase payment on the 1st Contract Anniversary of \$15,000 is reduced by \$1,688 resulting in \$13,312. This is increased by 7% simple interest roll-up each year from the date of the subsequent purchase payment to the 10th Contract Anniversary resulting in *\$21,699*.

			PLUS		
3.c)	Proportional Reduction to Subsequent Purchase		Non-Lifetime Withdrawal Amount		Subsequent Purchase
	Payment on the 11 th Contract = Anniversary	=	Contract Value (on date of Non-Lifetime Withdrawal)	Х	Payment on the 11 th Contract Anniversary
		= -	\$20,000	x	\$30,000
			\$177,698		
		=		\$3,377	
	(Note: there is no roll-up here s The Adjusted Roll-up Income	since Benei ith ro	II-up PLUS the proportional reduct	rsary). oortional reduction to th	e subsequent purchase payment on

Since the proportional reduction to the Current Income Benefit Base and the Adjusted Roll-up Income Benefit Base with roll-up and subsequent purchase payments with and without roll-up are equal and the greatest, the Contract Owner's Current Income Benefit Base on the 12th Contract Anniversary would be **\$199,188**.

* All numbers are rounded to the nearest whole number

** Contract Value and Current Income Benefit Base are hypothetical and for example purposes only

Appendix E: Historical Rates and Percentages

This Appendix provides historical information related to the:

• Lifetime Withdrawal Percentages for the 7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider; and

For contracts with applications signed on or after May 1, 2019, rates and percentages are disclosed in the Rate Sheet Supplement that is attached to the front of this prospectus delivered to you.

7% Nationwide Lifetime Income Rider and Joint Option for the 7% Nationwide Lifetime Income Rider

	For contracts w signed on or after and before	November 5, 2018	For contracts with applications signed on or after August 13, 2018 and before November 5, 2018		For contracts with applications signed on or after June 1, 2018 and before August 13, 2018	
Contract Owner's Age (at time of first withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*
45 up to 59½**	3.35%	3.10%	3.35%	3.10%	3.35%	3.10%
59½ through 64	4.50%	4.25%	4.50%	4.25%	4.35%	4.10%
65 through 69	5.70%	5.45%	5.60%	5.35%	5.35%	5.10%
70 through 74	5.85%	5.60%	5.70%	5.45%	5.60%	5.35%
75 through 80	6.00%	5.75%	5.85%	5.60%	5.85%	5.60%
81 and older	6.35%	6.10%	6.35%	6.10%	6.35%	6.10%

	For contracts with applications signed on or after April 1, 2017 and before June 1, 2018		For contracts with applications signed on or after March 13, 2017 and before April 1, 2017	
Contract Owner's Age (at time of first withdrawal)	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*	Joint Option for the 7% Nationwide Lifetime Income Rider's Lifetime Withdrawal Percentage*
45 up to 59½**	3.35%	3.10%	3.25%	3.00%
59½ through 64	4.35%	4.10%	4.25%	4.00%
65 through 74	5.35%	5.10%	5.25%	5.00%
75 through 80	5.85%	5.60%	5.75%	5.50%
81 and older	6.35%	6.10%	6.25%	6.00%

* The Lifetime Withdrawal Percentage is determined based on the age of the Contract Owner at the time of the first Lifetime Withdrawal, or if the Joint Option is elected, the age of the younger spouse at the time of the first Lifetime Withdrawal. A Contract Owner will receive the greatest Lifetime Withdrawal Percentage only if he or she does not take a Lifetime Withdrawal prior to age 81.

** In New York the Contract Owner's Age is 50 up to 591/2.



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