



Nationwide®

Nationwide High Point 365® Select Lifetime Income Election and Administrative Request

Nationwide Life and Annuity Insurance Company

Upload Online: Submit this form electronically at nationwide.com for quicker handling

Contact us: For questions about this form call 800-848-6331

When to use: This form is for contracts entering the Income Phase or currently in the Income Phase. Do **NOT** use this form if you only want to satisfy your Required Minimum Distribution (RMD) amount and do not want to enter the Income Phase.

1. Enter Contract Owner Information

First Name: _____ Last Name: _____ Contract Number: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Nationwide strives to provide excellent customer service to our Members. By providing your telephone number, you authorize the Nationwide Family of Companies to contact you via telephone using automated technology to assist you with your account.

2. Select (only one) Reason for Submission

The minimum deferral period in years AND the younger covered life must reach the minimum attained age as specified in your contract before the income phase can begin.

☐ Enter the Income Phase and set up new withdrawal¹ (default if contract is not currently in the income phase)

This will terminate any existing scheduled withdrawals, including Required Minimum Distributions, if any exist.

☐ Replace or change existing withdrawal

☐ Terminate all existing withdrawals (complete sections 1 and 10 only)

¹**IMPORTANT:** When making this election, your income phase entry date will be the business day this form is received by Nationwide in good order with the exception for those requests with a specified start date that's beyond the next contract anniversary. This date will lock in your payout percentage and stops the Minimum Income Benefit Value calculation (stops Minimum Income Benefit Credit Rate). The election will be processed if it is received before the close of the New York Stock Exchange (NYSE), generally 4:00 p.m. EST. If received after the close of the NYSE, this request will be processed the next business day.

3. Select a Lifetime Income Scheduled Withdrawal Option

COMPLETE SECTION 5 IF YOUR LIFETIME INCOME SCHEDULED WITHDRAWAL WILL NOT MEET YOUR REQUIRED MINIMUM DISTRIBUTIONS (RMD) BY 12/31.

NOTE: If no option is selected in Section 3, Nationwide defaults to the annual Maximum Lifetime Income Benefit Amount.

We don't guarantee the Lifetime Income Benefit Amount won't be reduced. Withdrawals in excess of the Available Lifetime Income Benefit amount, or the Available Required Distribution Amount, if applicable, called "excess withdrawals", may result in a reduction in future lifetime income benefit withdrawal amounts and may be subject to any applicable Surrender Charge, and market value adjustment (MVA - this could be positive or negative, and only applicable in certain states) and/or recoupment of Unvested Bonus if applicable.

For all Lifetime Income Scheduled Withdrawal Options, the Lifetime Income Rider provisions require a monthly withdrawal frequency.

3a. ☐ Maximum Lifetime Income Benefit Amount

This option will automatically decrease the scheduled amount to adjust for any withdrawals that you take outside of the scheduled amount, and will automatically increase the scheduled amount to adjust for any Income Step-ups calculated by Nationwide.

- If your start date is not within the first month after electing to enter the Income Phase, this option will calculate any accumulated amount since entering the Income Phase and will increase your first scheduled monthly withdrawal to include the accumulated amount.
- Additional withdrawals will recalculate the Maximum Lifetime Income Benefit Amount scheduled withdrawal amount. If withdrawals exceed your maximum allowable amount, your scheduled withdrawal will stop until after your next contract anniversary.

Continued on following page

3. Select a Lifetime Income Scheduled Withdrawal Option (continued)

3b. ☐ **Specific Amount \$** _____

This option may result in a reduction of your Lifetime Income Benefit Base. Nationwide will continue to withdraw the elected amount on a monthly basis until you notify us in writing to stop or change the amount.

☐ **Gross Withdrawal (Default)** - The total amount of the withdrawal and includes taxes withheld, any applicable Surrender Charge, and market value adjustment (MVA - this could be positive or negative, and only applicable in certain states) and/or recoupment of Unvested Bonus if applicable.

☐ **Cash Withdrawal** - It is equal to the Gross Withdrawal minus taxes withheld, any applicable Surrender Charge, and MVA (this could be positive or negative, and only applicable in certain states) and/or recoupment of Unvested Bonus if applicable.

4. Enter Income Phase Withdrawal Start Date

Enter a Start Date: _____ (MM/DD/YYYY)

IMPORTANT: When making this election, your income phase entry date will be the business day this form is received by Nationwide in good order with the exception for those requests with a specified start date that's beyond the next contract anniversary. This date will lock in your payout percentage and stops the Minimum Income Benefit Value calculation (stops Minimum Income Benefit Credit Rate). The election will be processed if it is received before the close of the New York Stock Exchange (NYSE), generally 4:00 p.m. EST. If received after the close of the NYSE, this request will be processed the next business day.

5. Select a Required Minimum Distribution (RMD) Withdrawal Option

You should make a selection in this section **ONLY** if:

1. You have elected 3a in Section 3; **and**
2. Your contract is an IRA, 403(b), or 401; **and**
3. You have reached the IRS RMD age (see the RMD age grid on page 6); **and**
4. You are electing to begin withdrawals in any month other than January; **and**
5. The greater of the prorated Available Lifetime Income Benefit Amount and the prorated Available Required Distribution Amount will be LESS THAN your required IRS RMD amount (meaning you will not meet your RMD by 12/31).

IMPORTANT INFORMATION TO CONSIDER PRIOR TO MAKING AN ELECTION:

- The RMD election made in this section will apply for the current calendar year only
- Any withdrawals in excess of the greater of the Available Lifetime Income Benefit Amount or the Available Required Distribution Amount will be an excess withdrawal even if the withdrawals are to meet the IRS Required Minimum Distribution amount
- Any excess withdrawals reduce or eliminate future Lifetime Income Benefit Amount, including withdrawals you took before the income phase began
- Any withdrawals taken the same calendar year before you enter the income phase will count toward your RMD and may adversely affect your Income Benefit Base
- **To mitigate the consequences of an excess withdrawal you can schedule your RMD payment for as close to the end of the calendar year as possible**
- Please consult a qualified tax advisor regarding the applicability of this information to your specific situation
- Be sure to review the applicable RMD age and Important Details and Disclosures beginning on Page 6 before making an election
- If you do not know if this section applies to you or if you need help understanding this section, please consult your financial professional or contact us at 800-848-6331

IF YOU HAVE DETERMINED THAT THIS SECTION APPLIES TO YOU - SELECT THE SCHEDULED RMD OPTION BELOW:

☐ One-time current lump sum calculated by the Contract Owner

I have consulted with a tax advisor and elect to schedule a one-time current year lump sum RMD withdrawal in the following amount: \$ _____. **I understand that electing this option will reduce or terminate future scheduled Lifetime Income Benefit Payment Amounts until after your next anniversary.**

Specify Withdrawal Date: _____ (If no date is specified, we will default to current day)

6. Select Payment Method (Please select one of the five options below)

☐ 6a. Direct Deposit

You are authorizing a one-time or recurring Automated Clearing House (ACH) credit (direct deposit) to the bank account provided on this form. Funds must be deposited to a U.S. Institution. See Important Details and Disclosures beginning on page 6.

Select an account type¹:

- ☐ **Account on File** Verify account information below
- ☐ **New Checking Account²** Provide account information below
- ☐ **New Savings Account²** Provide account information below

☐ Check here if this is a commercial bank account

A commercial bank account is one that is owned by an entity (company, trust, etc.) rather than an individual person.

NOTE: If the bank account is owned by a company or trust, additional documentation is required.

Bank Account Holder Name (must be Contract Owner): _____

(For commercial accounts, please provide the name of the commercial bank account holder as well as the party authorized to sign for this account)

Financial Institution Name: _____

Transit/ABA Routing Number: _____ (Can ONLY begin with 0, 1, 2 or 3)

Account Number: _____

¹If there is no account information on file, or you don't provide account information, we'll mail a check to the address on file.

²New account information will replace the account information on file for this contract. This will affect any existing scheduled withdrawals. If you do not want to replace the account information on file, call 800-848-6331 to make other payment arrangements.

☐ 6b. Digital Payment

You will receive an email to facilitate your payment digitally³ after the withdrawal from your annuity contract is processed. You may be able to select from several payment acceptance methods such as ACH or Zelle. First-time users will be prompted to register prior to collecting payments. Payments must be accepted within seven days of receipt. If you do not accept your digital payment, a check will be mailed to your address of record unless an alternative payment method is provided.

Email Address (Required): _____

To protect against fraud, the email provided must match the one on file at Nationwide, if any. If the email address provided doesn't match what's on file, or if a change has been made within the past 30 days, a check will be mailed to your address of record. To verify your email address on file, please contact Nationwide at 800-848-6331.

³The digital payment platform is powered by J.P. Morgan. J.P. Morgan will not distribute or disseminate any information provided for purposes other than facilitating your digital payment. By selecting this option you will be prompted to register to accept your payment, but no J.P. Morgan account will be created without your consent.

☐ 6c. Mail Check to Address on File

☐ 6d. Send to my Custodial Account (My contract has a custodial firm as owner; Nationwide will issue funds per agreement)

☐ 6e. Send to a Company/Organization/Charity For Benefit of (FBO) - Provide information below

Check payable to/Name: _____

Address: _____

City: _____ State: _____ Zip: _____

7. Enter Tax Withholding

Nationwide will withhold 10% federal tax and any required Resident State tax, unless designated differently below. Total federal and state tax withholding cannot exceed 100%.

7a. Federal Tax Withholding

I elect:

☐ **No federal income tax withheld from each of my payments**

If you wish to have federal income tax withheld, that is different than the default withholding rate, then the W-4R federal tax withholding form is required. The current W-4R federal tax withholding form can be found on the IRS website at IRS.gov.

Taxes will only be withheld and reported to the designated Contract Owner. If we don't receive the form and you have not elected (No federal income tax withheld), Nationwide will default to withholding taxes based on the current IRC withholding rules. The default withholding rate is 10% (20% for eligible rollovers).

IMPORTANT: Distributions you receive from qualified retirement plans (for example, 401(k) plans and section 457(b) plans maintained by a governmental employer) or tax-sheltered annuities that are eligible to be rolled over to an IRA or qualified plan are subject to a 20% default rate of withholding on the taxable amount of the distribution. You may not elect a withholding rate of less than the 20% or elect to have no withholding; however, you may elect a higher rate, which would require completing a W-4R federal tax withholding form. Please refer to the general instructions on the W-4R federal tax withholding form for more information.

You may be subject to tax penalties if your estimated tax payments and tax withheld are not adequate. It is always recommended to consult with a tax advisor on your specific circumstance.

7b. Additional Federal Withholding Elections (Qualified Contracts Only)

Please see Important Details and Disclosures beginning on Page 6 for more information.

☐ **Terminally Ill Distribution ONLY:** By checking this box I represent that this distribution meets the requirements for an exception from penalty on early distributions from qualified plans because I am terminally ill. I will be required to submit the Terminal Illness Physician Certification Form in addition to this distribution form. A distribution for Terminal Illness is not subject to 20% mandatory federal tax withholding or the 10% IRS additional tax penalty for those under 59 ½ years old, but if we don't receive a W-4R form and you have not elected above (No federal tax withheld), Nationwide will withhold at the default withholding rate.

☐ **Disaster Recovery Distribution ONLY:** By checking this box, I represent that this is a Disaster Recovery Distribution from my qualified contract. A Disaster Recovery Distribution is not subject to 20% mandatory federal tax distribution or the 10% IRS additional tax penalty for those under 59 ½ years old, but if we don't receive a W-4R form and you have not elected above (No federal tax withheld), Nationwide will withhold at the default withholding rate.

7c. State Tax Withholding

☐ I elect to have **State** Taxes withheld from the withdrawal:

Amount to be withheld: _____ % (0%-100%) or \$ _____

State of residence¹: _____

- To avoid mandatory state withholding, for those states that require it, you **MUST** provide a completed state tax form (located on the State's website). Nationwide does not provide these forms.

¹If state income tax is withheld, as required by specific states and their regulations, Nationwide will round the dollar amount up to the next whole dollar.

8. State Fraud Disclosures

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

9. Certify Taxpayer ID

I certify that under penalties of perjury that:

1. The Taxpayer Identification Number or Social Security Number listed on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because:
 - a. I am exempt from backup withholding, or
 - b. I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
 - c. The Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
(FATCA does not apply as this is a U.S. account)

You must cross out item (2) if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tax return.

10. Sign and Date (required)

I have read the Important Details and Disclosures beginning on Page 6.

I certify that all of the information I have provided in this form is accurate and true.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Owner/Custodian:

Name (please print): _____ **SSN/TIN (required):** _____

Signature: _____ **Date:** _____

Joint Owner (if applicable):

Name (please print): _____

Signature: _____ **Date:** _____

Spousal Consent (if applicable; see the Community Property Spousal Consent section on page 8 to determine applicability):

I, (print full legal name) _____, have read and understand the community property disclosure found on this form. I agree that this disclosure applies to me and I consent to the distribution requested and waive any rights that I may have to such Annuity Contract under applicable community property laws.

Signature: _____ **Date:** _____

11. Submit to Nationwide



Upload Online: Log in to nationwide.com and select the "Forms" option to submit this request online.

Don't have an Online account? Follow these steps:

1) Visit nationwide.com 2) Click "Log in" 3) Click "Annuity" in the drop down 4) Click "Sign up"



Submit by regular mail:

Nationwide Life Insurance Company
PO Box 182021
Columbus, OH 43218-2021

Submit by overnight mail:

Nationwide Life Insurance Company
1-LC-F4, 1 Nationwide Plaza
Columbus, OH 43215-2239



Submit by Fax: Fax to 888-634-4472

For More Information: Call 800-848-6331



Nationwide®

Nationwide High Point 365® Select Lifetime Income Election and Administrative Request Important Details and Disclosures

PLEASE RETAIN THIS PORTION OF THE FORM FOR YOUR RECORDS.

General Information

- **Form Status:** If any information on this form is unclear or incomplete, we'll correspond directly with the contract owner.
- **If a Trust is Owner:** Please provide a Certification of Trust (Trust Certificate) that provides necessary information to validate the trust. It should include the legal Trust name and effective date, the Trustee(s) authorized to act on behalf of the Trust including any successor Trustee(s), and the Trust's tax identification number.
- **Irrevocable:** Once in the Income Phase, the election is irrevocable.
- **Surrender Charge:** Is a charge that may be assessed in the event of a partial withdrawal or full surrender of the Contract prior to the end of the Surrender Charge schedule (8-12 years depending on the contract you purchased).
- **Market Value Adjustment (MVA):** Is a monetary adjustment that can be applied to an annuity contract if the annuitant makes withdrawals beyond allowed limits during the surrender period (8-12 years depending on the contract you purchased).
- **Recurring Requests:** Will remain in effect until canceled in writing.
- **Excess Withdrawals:** Excess withdrawals, including Required Minimum Distributions that are considered an excess withdrawal, may only receive prorated Interim Strategy earnings.
- **Contracts as part of a 1035 exchange:** If your contract is issued as part of a partial 1035 exchange that is completed on or after October 24, 2011, and a distribution or surrender was made from either contract within 180 days after the exchange, the IRS may treat the distribution or surrender either as (a) a distribution from the proceeds transferred in the partial 1035 exchange, which would be taxable to the extent that there was income in the original contract as it was existing immediately prior to the partial 1035 exchange; or (b) a distribution from the contract as it was existing at the time of the distribution or surrender. Depending on your specific circumstances, the taxable amounts determined under (a) and (b) could be different. The 180 day rule does not apply to an annuitization of either contract for a period of 10 or more years or during one or more lives. In addition to any income taxation, the distribution is also subject to the 10% early distribution penalty unless the distribution meets certain defined exceptions.
 - Because the IRS has not issued guidance about the factors that determine the ultimate tax treatment of a distribution or surrender from either contract within 180 days after the exchange, Nationwide will report the distribution as one from the originating contract. Read the prospectus for more information. If you have questions about the tax treatment of a transaction, talk to a tax professional.

Section 5: Required Minimum Distribution (RMD) Withdrawal Option

- I understand that a Surrender charge may be deducted for withdrawals in excess of RMD for this contract.
- The contract owner is responsible to make sure all RMD amounts are withdrawn timely to comply with IRS guidelines each year.
- **Required Minimum Distribution (RMD) Ages:** The grid below represents the required age to begin RMD's based on contract owner's date of birth:

Owner Date of Birth	Required Age
06/30/1949 or earlier	70.5
07/01/1949 - 12/31/1950	72
01/01/1951 - 12/31/1959	73
01/01/1960 and beyond	75

Section 6: Direct Deposit (ACH)

- **Date of Deposit:** The deposits to your checking or savings account will normally occur up to four (4) business days after the date of the withdrawal from the annuity contract.
- **Account Verification:** In processing your one-time or recurring ACH credit transaction, Nationwide uses consumer information to verify ownership of the receiving bank account to reduce the possibility of fraud. If there is an inconsistency in the information you have provided to us and the authorized bank account holder's information, or if you fail to provide adequate information, a paper check will be mailed to the address of record.
- **For Commercial Bank Account Owners Only:** Each of Nationwide and the Commercial Bank Account Owner identified on this form agree to be bound by Nacha Operating Rules and acknowledges that the origination of ACH transactions to this account must comply with applicable U.S. Law.

- **Corporate Account Ownership:** Where the owner of the account is a corporation, please provide a corporate resolution or a letter from the company or bank confirming the individual who is authorized to sign checks on behalf of the company. This authorized person must sign this form as the bank account owner.
- **Trust Ownership:** Where the owner of the account is a trust, please provide a Certification of Trust (Trust Certificate) that provides necessary information to validate the trust including but not limited to the legal Trust name and effective date, the Trustee(s) authorized to act on behalf of the Trust (generally and with respect to the trust account indicated on this form) including any successor Trustee(s), and the Trust's tax identification number.
- **Owner Authorization:** By signing this form, you authorize Nationwide Life Insurance Company and/or Nationwide Life and Annuity Insurance Company to electronically credit (deposit) and/or correct by electronic debit (withdraw) any refund or payment due to you to the bank account listed on this form as allowed by U.S. law. You also authorize your bank to credit or debit your account accordingly.
- **Joint Account Owners:** If this bank account is a joint account, authorization by one bank account owner constitutes authorization by all bank account owners - whether a current owner of this account or added after this authorization is signed.
- **Stopping Electronic Deposits:** Your authorization allows us to make one or more deposits (and/or corrections by electronic debit) to this account, unless you tell us you want to stop. To withdraw your authorization, you must notify us by calling our solutions center at 800-848-6331. Please provide notification to us at least 10 days in advance of when our authorization should end. Doing so allows us and your bank to take action. **NOTE TO OWNER:** If you withdraw your authorization, Nationwide will cease making payments to your bank account. Your benefit payment will continue, but instead of direct deposit, a check will be mailed to your address of record.

Section 7: Tax Withholding

- **Tax Liability:** You are liable for all federal and state income tax withholdings on the taxable portion of the withdrawal. You may also be subject to tax penalties under the estimated tax payment rules if your estimated tax withholding payments are not enough.
- **Tax Penalty:** A 10% federal tax penalty may be assessed on withdrawals from the annuity contract if the contract owner is under age 59 ½. Consult with your tax advisor for additional information.
- **For Qualified Contracts:** There is a mandatory 20% withholding if the distribution is an eligible rollover distribution (ERD). For RMDs, the mandatory withholding applies on any distribution amount in EXCESS of your RMD, if the excess qualifies as an ERD on qualified 401 and 403(b) contracts. If the distribution is not an ERD, federal tax withholdings are optional; however, if the election to have no federal tax withholding is not selected on this form or we don't receive the applicable IRS federal tax withholding form, we will apply the default federal tax withholding rate of 10%.
- **State Tax:** If the state income tax requested is less than what is required by the state, Nationwide will attempt to accommodate any request in accordance with required state specific regulations.
- **Terminal Illness Distribution:** Distributions taken from an eligible retirement plan (e.g., IRA, 403(b), 401(k) and 457(b)) made following the contract owner's diagnosis of terminal illness. Terminal Illness is defined by the IRS as an illness or physical condition that will result in death within 84 months of diagnosis. Before requesting a terminal illness distribution, consult a financial professional, tax advisor, or attorney.

Terminal Illness Distributions:

- require a physician certification of the contract owner's terminal illness
- are not subject to the 10% federal tax penalty that applies to a distribution when taken before age 59 ½
- require individual employees to provide a physician certification to their plan administrator

NOTE: Terminal illness does not automatically create a distributable event under a defined contribution plan (403(b), 401(k) and 457(b)). Contract owners must first qualify for a distributable event (e.g. in-service withdrawals, over age 59 ½, separation from service, etc.) under the terms of their plan.

- require the Contract Owner to complete the Terminal Illness Physician Certification Form in addition to Contract Owner Withdrawal Form.
- **Disaster Recovery Distribution:** Distributions taken from an eligible retirement plan (e.g., IRA, 403(b), 401(k) and 457(b)) made during the 180 day period following a federally declared disaster. In order to qualify for a disaster distribution, the contract owner must have a principal residence in the federally declared disaster area and must have suffered an economic loss as a result of the federally declared disaster. Before requesting a disaster recovery distribution, consult a financial professional, tax advisor, or attorney.
- **Disaster Recovery Distributions:**
 - may not exceed \$22,000 per federally declared disaster
 - must be taken within 180 days of the federally declared disaster
 - are not subject to the 10% federal tax penalty that applies to a distribution when taken before age 59 ½

Digital Payment

- **Account Verification:** In processing your request to electronically transfer funds, Nationwide may use consumer information to verify ownership of the receiving bank account to reduce the possibility of fraud. If there is an inconsistency in the information you have provided to us and the authorized bank account holder's information, a paper check will be mailed to the address of record.

Section 10: Sign and Date

Community Spousal Property Consent

For Residents of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin:

- **Community Property States:** If you live in one of the community property states listed above, your spouse may have rights to the benefits of this Contract under state law.
- **Tax Consultation:** If you are unsure of whether these laws apply to you, consult with your legal or tax advisor to determine whether a spousal signature is required on this form. Nationwide Life Insurance Company and/or Nationwide Life and Annuity Insurance Company disclaim any responsibility for determining the applicability of community property laws or the validity of the requested distribution.
- **Spouse Definition:** Use of the term "spouse" on this form refers to the person to whom the owner is legally married.