



PRODUCER APPOINTMENT KIT
Nationwide Life

PRODUCER: _____ DATE: _____ 20____

PHONE: _____ EMAIL: _____

Please complete the attached packet and sign in ALL places indicated. When all signatures are in place, please attach the following items;

- ☐ A copy of your current state license
- ☐ A copy of your current E&O
- ☐ A 'voided' check to be used for the EFT of your commissions

**WHEN YOU HAVE THIS PACKET COMPLETE – PLEASE SEND IT TO US USING
ONE OF THE FOLLOWING;**

Email: contracts@donboozer.com

Fax: 1-888-543-0886

Snail Mail: Don Booser & Associates
2524 Lillian Miller Parkway
Suite 115
Denton TX 76210

Phone: 1-800-543-0886

Notes: _____



NATIONWIDE FINANCIAL BROKERAGE GENERAL AGENT INFORMATION FORM

NATIONWIDE LIFE INSURANCE COMPANY • NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY
P.O. Box 182835, Columbus, Ohio 43218-2835 • 1-888-767-7373 • Ext. 51030 • Fax Number: 1-866-284-5396 • nationwide.com

SECTION 1: DEMOGRAPHIC INFORMATION: Complete section in its entirety

Full Name: _____ Date of Birth: _____

EXACTLY AS SHOWN ON STATE LICENSE

Social Security Number: _____ States to be appointed: _____

MUST HAVE VALID STATE LICENSE

Business Address: _____

STREET ADDRESS OR P O BOX (COMMISSION MAILING ADDRESS) IF APPLICABLE

City: _____ State: _____ ZIP Code: _____

Business Telephone #: _____ Fax #: _____ E-mail Address: _____

Residential Address: _____

STREET ADDRESS

City: _____ State: _____ ZIP code: _____

Residential Telephone #: _____ Fax #: _____

SECTION 2: ADDITIONAL INFORMATION

Employment History for last 5 years (Please attach separate sheet if necessary):

Employer:	Position:	Start Date:	End Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 3: COMMISSIONS

Will you be receiving commissions directly? ☐ Yes ☐ No

If "Yes" an additional agreement is required.

If "No" commissions will be paid to Agency.

Are you an Officer or Owner of a business entity/general agency? ☐ Yes ☐ No If yes, Name: _____

SECTION 4: BACKGROUND INFORMATION

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control. (Note: If you answer "Yes" to any question you must provide complete details and explanations on a separate sheet of paper and provide supporting documentation (i.e. court documents, settlement agreements)).

A. Have you completed AML Training conducted via an external vendor or in house? ☐ Yes ☐ No

If via External Vendor: _____ If In House (firm training): _____

B. Have you ever been convicted of, pled no contest to, or are currently under indictment for any criminal felony or misdemeanor (excluding minor traffic violations) including, but not limited to, any activity involving the financial services industry? ☐ Yes ☐ No

C. Is there any criminal indictment or proceeding pending against you? ☐ Yes ☐ No



SECTION 4: BACKGROUND INFORMATION (cont'd)

- D. Are you currently under investigation by any legal or regulatory authority?.....☐ Yes ☐ No
- E. Have you ever had a complaint filed against you that resulted in a fine, penalty censure, cease and desist order, consent order or disciplinary action?☐ Yes ☐ No
- F. Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?☐ Yes ☐ No
- G. Are you the subject of any investigation, pending complaint, arbitration, or civil or criminal charge that has not already been disclosed to any securities, banking or insurance authority on the Form U-4, U-5 or any other required document?☐ Yes ☐ No
- H. Have you ever been suspended, disqualified, disciplined, or terminated for cause by any former employer/organization, state, federal or self-regulatory agency?☐ Yes ☐ No
- I. Have you ever had an appointment canceled by an insurance company for reasons other than lack of production?☐ Yes ☐ No
- J. Have you ever been discharged or requested to resign from any employment, or have you ever been barred or suspended from any employment by any legal or regulatory authority?☐ Yes ☐ No
- K. Has any Federal or State Regulatory Agency ever: Found you to have made a false statement or omission or been dishonest, unfair or unethical?☐ Yes ☐ No
- L. Has any Federal or State Regulatory Agency ever: Found you to have been involved in a violation of investment- OR insurance-related statutes or regulations?☐ Yes ☐ No
- M. Has any Federal or State Regulatory Agency ever: Found you to be the cause of an investment- OR insurance-related business having its authorization to do business denied, suspended, revoked or restricted?☐ Yes ☐ No
- N. Has any Federal or State Regulatory Agency ever: Entered an order against you in connection with an investment- OR insurance-related activity?☐ Yes ☐ No
- O. Are you involved in any pending or current litigation, investigations, complaints, or E & O claims or has any E & O carrier denied, paid claims on, or canceled your coverage?☐ Yes ☐ No
- P. Have you ever had any of the following:
- sought protection from creditors.....☐ Yes ☐ No
 - declared bankruptcy☐ Yes ☐ No
 - a lien or judgment.....☐ Yes ☐ No
 - a creditor charge off an account/payables as bad debt or uncollectible☐ Yes ☐ No
 - had any other problems in your credit history☐ Yes ☐ No

PLEASE NOTE-All calls to our Sales and Service Center may be recorded to ensure excellent service.

SECTION 5: SIGNATURE

I, _____, hereby authorize Nationwide, its affiliates and subsidiaries including its agents, to make an independent investigation of my background, references, character, past employment, education, criminal or police records, disciplinary matters including those mandated by public and private organizations, the central registration depository ("CRD"), the investment adviser registration depository ("IARD"), and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

I release Nationwide and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

I affirm that all of the information provided on the foregoing statement is true, accurate and complete to the best of my knowledge. Should any of the information change, I will promptly notify Nationwide in writing.

Agent signature

Date



INDEPENDENT AGENT AGREEMENT

This Independent Agent Agreement ("Agreement") is effective this ____ day of _____, 20____, by and among Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company (hereinafter individually and collectively referred to as ("Nationwide")), and _____ (hereinafter referred to as the "Agent").

The parties to this Agreement agree to the following terms and conditions:

Distributor Required. For purposes of this Agreement, the Distributor is the person, partnership, or organization performing pursuant to a distributor, sub-distributor or general agent selling agreement ("Distributor Agreement") with Nationwide which recommends the Agent for appointment with Nationwide, and which may provide assistance to the Agent for sales, management, support and service related to life and annuity insurance products issued by Nationwide ("Insurance Products"). This Agreement, which is independent of the Distributor Agreement, is not effective unless the Distributor has an active Distributor Agreement in good standing with Nationwide.

Expectations for Agents. Nationwide expects the sales activities of Agent to result in the high quality placement of insurance products with customers, with excellent persistency from the Agent. Agents are expected and hereby required to market and offer the Insurance Products in a professional and ethical manner, observing high standards of commercial honor and just and equitable principles of trade, to provide customers with an assessment in good faith of the need for Insurance Products, and to provide service to contract holders and/or policy owners in a timely and professional manner.

Authority

(a) **Appointment.** Nationwide hereby:

- (1) authorizes the Agent to solicit, after being properly licensed under state law and appointed under existing Nationwide guidelines, applications for Insurance Products on behalf of Nationwide using forms, rates and guidelines provided by Nationwide;
- (2) requires the Agent to ensure all Insurance Products sold are suitable for each individual insured/owner and contract holder, and to provide information to Nationwide related to such suitability as required by Insurance Product applications, processing instructions and upon request;
- (3) requires the Agent to promptly deliver contracts and policies when the conditions governing such delivery have been met;
- (4) authorizes the Agent to collect the initial contract payment or modal premium necessary to place in force or to reinstate a policy in the form of a check payable to Nationwide, or another form of payment agreed to

by Nationwide, following all applicable state and/or federal laws and regulations; and

(5) authorize the Agent to service the contract holder or policy owner.

(b) **Company Independence**. Each life insurance company's life and annuity products are separately underwritten and are the sole obligation of the issuing insurer.

(c) **Relationship with Nationwide**. The Agent is an independent contractor and not an employee of Nationwide.

(d) **Instructions**. The Agent agrees to abide by the terms and conditions of this Agreement. In performing its obligations under this Agreement, Agent shall comply with all lawful rules, practices, instructions, regulations, procedures and guidelines, which shall include but not be limited to the "Nationwide Business Practices & Compliance Guide", attached hereto as Exhibit B, as may be established and amended by Nationwide from time to time and of which Agent has received notice (collectively, the "Instructions"). Nationwide will provide notice to Agent of Instructions and any changes thereto by the same method Nationwide communicates with its field force and not in accordance with the notice provisions set forth in this Agreement.

(e) **Limitation of Authority**. The Agent's authority shall extend no further than as stated in this Agreement. The Agent shall not:

- (1) make, waive, or change any questions, statements, or answers on any application for an Agent agreement or any application for Insurance Products, the terms of any receipt given thereon, or the terms of any policy or contract itself;
- (2) extend or waive any provision of any policy or contract or the time for contract payments or payment of premiums;
- (3) deliver any policy unless the health of the insured(s) is substantially unchanged from the date of the application;
- (4) incur any debts or liability for or against Nationwide;
- (5) receive any money for Nationwide except premiums as authorized in section (a)(4) above, in the form of a check payable to Nationwide;
- (6) misrepresent, or fail to disclose accurately, the terms or nature of Nationwide's contracts and policies;
- (7) pay any premiums on contracts or policies other than the Agent's own,

the Agent's immediate family members, or for which the Agent is a fiduciary;

- (8) solicit business in a state where the contract/policy isn't approved for sale;
 - (9) violate any published Nationwide policy or Instructions on viatical sales and/or stranger-originated or terminally-ill owner or annuitant life policy or annuity contract sales;
 - (10) violate any applicable federal or state laws and/or regulations;
 - (11) violate any Nationwide Instructions.
- (f) **No Rebating.** The Agent shall not, whether or not permitted by law, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly.
- (g) **Sales Promotion.** No advertising or sales material referencing the Nationwide Insurance Products or Nationwide itself, may be used without Nationwide's prior written consent.
- (h) **Errors and Omissions Coverage.** The Agent shall obtain and maintain a professional errors and omissions liability policy with minimum limits as published from time to time by Nationwide. To the extent not covered by liability insurance, the Agent shall hold harmless and indemnify Nationwide, its subsidiaries and affiliates, from any and all expenses, costs, causes of action, penalties and damages resulting from or growing out of acts or omissions by the Agent that results in a loss in accordance with the Indemnification Section contained herein.
- (i) **Compliance, Training and Suitability.** The Agent shall abide by all applicable local, state and federal laws and regulations in conducting business under this Agreement. Agent also agrees to abide by all applicable local, state and federal laws and regulations, and Nationwide Instructions, related to sales practices and suitability of life and annuity insurance products, and agrees to provide to Nationwide all information related to suitability as required by Insurance Product applications, processing instructions and upon request. Agent agrees to participate in, timely complete and provide evidence of completion upon request of all training and education required by applicable local, state and federal laws and regulations and the Nationwide Instructions, particularly training related to life and annuity suitability. Nationwide shall be under no obligation to permit an Agent to offer or sell Insurance Products or to issue a particular Insurance Product unless and until Nationwide's suitability and training requirements and Instructions have been satisfied.

- (j) **Books and Records.** The Agent shall maintain, and Nationwide shall have the right to inspect and audit, all records and documents relating to the business of Nationwide conducted by the Agent, or the Agent's employees. This provision shall survive any termination of this Agreement.
- (k) **Territory.** This Agreement does not confer any exclusive right or territory upon the Agent.
- (l) **The Violent Crime Control and Law Enforcement Act.** The Agent represents and warrants to Nationwide that neither the Agent, nor any Agent's employee or the Agent's representative providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Agent agrees to defend and indemnify Nationwide with respect to any action brought against Nationwide to the extent that such action is based upon a claim that the engagement by Nationwide of the Agent or any such Agent, employee or the Agent's representative violated any state or federal proscription against such engagement, including but not limited to, The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.
- (m) **Investigations; Customer Complaints.** The Agent agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Insurance Products, Nationwide, or the Agent. The Agent shall permit appropriate federal and state insurance and other regulatory authorities to audit the Agent's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Agent is complying with all applicable laws and/or regulations. The Agent hereby agrees to and shall (a) promptly notify and report to Nationwide all customer complaints and regulatory inquiries ("Complaints") with respect to the Insurance Products, and/or Nationwide and/or the Agent related to the offer, sale or servicing of Insurance Products (b) fully cooperate with Nationwide in resolving all such Complaints, and (c) provide all records and information related to such Complaints to Nationwide upon request. This provision shall survive any termination of this Agreement.

Compensation

- (a) **Generally.** Nationwide agrees to pay compensation with respect to the Insurance Products as set forth on Exhibit A of the compensation schedules attached to this Agreement ("Compensation Schedule"), subject to any chargebacks, as further described in this Agreement and the Compensation Schedules.
- (b) **Modifications.** The Compensation Schedule may be modified or

amended by Nationwide at any time, without notice, except as to Nationwide Insurance Products issued prior to the date of the change. Any changes to commission rates shall apply to all payments applied to the Insurance Products issued as of or after the effective date of the change. Notice of changes to the Compensation Schedule may be made through US Mail, email, facsimile, internet, or any other form of electronic communication. Nationwide agrees to use its best efforts to provide advance written notice of such changes, if any.

- (c) **Payment Procedure.** Compensation shall be made payable directly to the Agent on behalf of the Distributor. For the avoidance of doubt, Nationwide shall not be responsible for such payments and shall not be liable for the fulfillment of any obligation of the Distributor to the Agent.

Nationwide will provide to the Agent, as an independent contractor, a Form 1099, but Nationwide will not be responsible to Agent for any income tax withholding.

In the event Agent is to receive compensation directly from Nationwide under this Agreement, Agent agrees to complete all information requested in the Nationwide Commission ACH Payment Form, attached hereto and incorporated by reference herein. Agent agrees to receive and accept all commission payments from Nationwide via Automated Clearing House ("ACH") to the bank account specified on such ACH Form.

- (d) **No Vesting; Trail Commissions.** Compensation is not vested. All trail commissions, if any, shall be paid by Nationwide to Agent with respect to the Insurance Products where Agent is listed as the agent of record on or before the date of termination of this Agreement. In the event Nationwide receives notification to transfer a contract or policy paying trail commissions to a new agent, all subsequent trail commissions as of the calendar quarter in which the transfer took place, will be paid to the new agent of record. In the event a contract or policy paying trail commissions is surrendered, rescinded or otherwise canceled ("Terminated"), no trail commissions will be paid for the calendar quarter in which the contract or policy is terminated. This section (d) shall not be superseded by any right of offset or other remedy Nationwide may have with respect to monies owed by Agent or by the new agent of record.

- (e) **Chargebacks.** The Agent is personally responsible for funds due to Nationwide, including but not limited to, chargebacks as described in the Compensation Schedule.

- (f) **Right of Set-Off.** With respect to any compensation owed by Nationwide to the Agent, Nationwide shall have the right to set off against and deduct from such compensation (i) any monies or indebtedness due and owing by the Agent to Nationwide, and (ii) any damages, costs or expenses incurred by Nationwide arising out of a breach of this Agreement by the Agent.

- (g) **Other Restrictions.** The following additional restrictions shall apply:

- (1) No applications will be accepted on Insurance Products which are not approved in the state where written.
 - (2) Nationwide reserves the right to reject any applications submitted under this Agreement.
 - (3) Nationwide may in its discretion settle any claim of applicants, contract holders, policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in the marketing of the contract or policy.
 - (4) In order to receive any compensation the Agent must be licensed and appointed with Nationwide in the contract or policy's state of issue at the time of contract or policy issue.
 - (5) The Agent is not eligible for any benefits provided by Nationwide.
- (h) **Distributor Compensation.** Compensation due to the Distributor shall be payable directly to the Distributor by Nationwide, or as necessary to meet all applicable legal requirements, to the licensed Distributor affiliate. Payments shall be made in accordance with the Distributor Agreement and the Compensation Schedules attached thereto; subject to compensation payable to the Agent and/or Sub-Distributor, as applicable.
- (i) **Miscellaneous.** Notwithstanding any other provisions of this Agreement, Nationwide shall not be obligated to pay any compensation which would be in violation of the applicable laws, rules or regulations of any jurisdiction.

Change or Termination

- (a) **Changes.** Nationwide may at any time and from time to time:

change or modify this Agreement, including the Compensation Schedule, as set forth in subsection (b) Modifications of the Compensation provision, by giving Agent written notice of the change or modification; modify or amend any contract or policy form; fix minimum and maximum limits on the amount for which any contract or policy form may be issued; modify or alter the conditions or terms under which any contract or policy forms may be sold; discontinue or withdraw any contract or policy from any state, without prejudice to continue such form elsewhere; and cease doing business in any state.

- (b) **Termination.** This is an at-will Agreement; this contract is not for a definite term or period of time.

(1) **Without Cause.** Any party to this Agreement may terminate the Agreement without cause upon 30 days' written notice to the other parties.

(2) **For Cause.** Nationwide may terminate this Agreement for cause at any time, without prior written notice, if the Agent:

- i. fails to comply with the laws or regulations of any state or other governmental agency or body having jurisdiction over the sale of insurance or securities;
- ii. misappropriates or commingles any money or property belonging to Nationwide or a contract holder or policy owner;
- iii. subjects Nationwide to any actual or potential liability due to misfeasance, malfeasance, or nonfeasance;
- iv. commits any fraud upon Nationwide or a contract holder or policy owner, or misrepresents contract or policy benefits, provisions or premiums, or misrepresents any information on a Nationwide application or required form;
- v. has an assignment for the benefit of creditors;
- vi. files a voluntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent;
- vii. has a liquidator or trustee appointed over its affairs and such appointment shall not have been terminated and discharged within sixty (60) days of such appointment;
- viii. fails to reimburse Nationwide for monies owed; or
- ix. commits a material breach of this Agreement, Nationwide Instructions or Nationwide contract or policy provisions relating to Agent conduct.

In the event of termination of an Agent for cause, no commission, fees or other compensation accruing on or after the date of the violation or act giving rise to the termination for cause shall be paid to the Agent.

(3) **Automatic Termination.** This Agreement automatically terminates upon:

- i. the Agent's death or inability to perform the Agent's responsibilities under this Agreement;

- ii. failing to maintain in force specified amounts of a professional errors and omissions liability policy;
- iii. a determination by Nationwide that the Agent induced or attempted to induce Nationwide contract holders and policy owners to relinquish or replace Nationwide contracts and policies with such frequency as to indicate a pattern of inappropriate activity; or
- iv. failure to maintain all state and federal licenses, registrations, and/or appointments as required by the regulating entity or jurisdiction.

(4) **Agent Access upon Termination.** Upon termination of this Agreement, Nationwide may, at its sole discretion, terminate Agent's access to contract holders and policy owners, including any records related thereto.

(c) **Indebtedness.** Termination will not dismiss or reduce any indebtedness the Agent owes Nationwide, its subsidiaries or affiliates.

(d) **Company Property.** All Nationwide supplied material, including but not limited to, manuals, forms, supplies, sales brochures, software, or lists of contract owners and policy holders or insured persons shall be and remain the property of Nationwide and shall not be shared with, or made known to, any third party without the written consent of Nationwide. Upon termination of this Agreement for any reason, the Agent agrees:

- (1) to assemble and deliver promptly to Nationwide all such material (including copies), whether in hard copy form or otherwise; and
- (2) not to use any such material for the Agent's commercial purposes or for that of any other entity.

Indemnification

Agent agrees to indemnify and hold Nationwide, their officers, directors, employees and representatives harmless from any and all losses, claims, damages, liabilities or expenses to which Nationwide may become subject under any applicable statute, regulation, common law or otherwise, insofar as such losses, claims, damages, liabilities, or expenses relate directly to the sale of the Insurance Products and arise as a direct consequence of:

- (a) any material misrepresentation or omission, or alleged misrepresentation or omission involving the sales subject to this Agreement, provided that such misrepresentations or omissions are not directly caused by Nationwide;

- (b) any failure by Agent, whether negligent or intentional, to perform the duties and discharge the obligations contemplated in this Agreement;
- (c) any fraudulent, unauthorized or wrongful act or omission by Agent;
- (d) Agent's misuse, modification and/or unauthorized use of the Marks or any claims that the Marks or materials provided to Nationwide by Agent pursuant to this Agreement constitute an infringement of title, copyright, trademark or other intellectual property rights of a third party, or piracy, plagiarism, or unfair competition or idea misappropriation under implied or express contract or any other cause of action in any way related to the Marks or materials provided to Nationwide by Agent pursuant to this Agreement; and
- (e) any and all actions conducted on the part of Agent resulting from a finding by any regulatory agency with jurisdiction over Nationwide that a sale of a contract or policy was unsuitable.

In the event Nationwide is compelled or agrees to pay any amount in the settlement of any claim, judgment, arbitration or similar action pursuant to this Section, Agent shall reimburse Nationwide. Nationwide, in the alternative, may deduct the amount of such reimbursement obligation from any sales compensation subsequently payable to Agent.

The Agent shall not be liable, as the indemnifying party pursuant to this Section, to the extent that the losses, claims, damages, liabilities or legal expenses incurred by Nationwide arise out of Nationwide's willful misfeasance, bad faith, or gross negligence in the performance of its duties, or through the reckless disregard of its duties, under this Agreement.

The Agent will promptly notify Nationwide of the commencement of any litigation or proceedings, or the assertion of any claim or any material inquiries related to the duties set forth in the Agreement. The indemnifying party shall have control of the defense of any such action, including appeals, and of all negotiations relating thereto, including the right to effect the settlement or compromise thereof.

Nothing in this Section shall preclude Nationwide from exercising any other rights and remedies that may be available to Nationwide at law or in equity.

Anti-Money Laundering

The Agent shall comply with all applicable and effective anti-money laundering ("AML") laws, regulations, and rules including, but not limited to, the Bank Secrecy Act, its implementing regulations, and related rules promulgated by applicable regulators. The Agent shall also comply with the laws and regulations administered by the Office of Foreign Assets Control ("OFAC").

The Agent shall report to Nationwide, without any undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers and involving the sale of Insurance Products. Notice shall be made to the AML Compliance Director at the mail address provided in the Notice Section of this Agreement and will be deemed given to Nationwide when sent by e-mail with confirmation of transmission by the transmitting equipment. The Agent shall ensure that any activity reported to Nationwide remains confidential and that any report submitted to Nationwide and/or any information related to such report is not disclosed to the customer(s) involved in such report or to any third party. Providing notice to Nationwide of any suspicious activity shall not relieve the Agent of any duty it may independently have to report suspicious activities.

If any investigation should arise under this Section involving the sale or solicitation of Insurance Products under this Agreement, the Agent agrees to fully cooperate with Nationwide in the investigation. The Agent will cooperate even if the investigation commences or continues after this Agreement is terminated.

Privacy and Data Security/Confidentiality of Information

Confidential Information. For purposes of this Section, “Confidential Information” means any data or information regarding proprietary information, information identified as Confidential, Personal Information, or information that a reasonable business person would understand to be confidential.

Confidential Information does not include information that (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party or by violation of this agreement; (ii) was lawfully received by the receiving party from a third party free of any obligation of confidence of such third party; (iii) was already in the possession of the receiving party prior to the receipt thereof directly or indirectly from the disclosing party; (iv) is required to be disclosed pursuant to applicable laws, regulatory or legal process, subpoena or court order, or (v) is subsequently and independently developed by employees, consultants or agents of the receiving party without reference to or use of the Confidential Information disclosed under this Agreement.

Personal Information. For purposes of this Section, “Personal Information” means any “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., and the rules and regulations promulgated thereunder.

Personal Information shall not include information that is not personally identifiable, “de-identified information”. “De-identified Information” may be used by Nationwide and/or its service providers, either alone or in aggregate, for research, studies, and for other business purposes.

Data Security/Confidentiality of Information. Each party warrants to the other that it shall not disclose or use any Confidential Information, which it may acquire in the performance of this Agreement, for any purpose other than to fulfill its contractual obligations under this Agreement or as may be required or permitted by law. Additionally, each party shall maintain the other party's "Confidential Information" with reasonable care, which shall not be less than the degree of care it would use for its own such information.

The parties acknowledge and agree that in the course of performing under this Agreement, each may receive or have access to Personal Information of their mutual customers. The parties agree to comply with all applicable laws, rules, regulations, and ordinances related to privacy and access to or use of Personal Information.

The Agent shall promptly notify Nationwide upon discovery of any unauthorized access related to Personal Information of its mutual customers ("Security Breach") that requires notification under applicable federal or state breach-notification laws and to reasonably cooperate with Nationwide in the event thereof. The party responsible for the Security Breach shall be liable, at its own expense, for any legal obligation or associated costs which may arise under applicable law in connection with the Security Breach and shall act in accordance with such applicable laws.

This section shall survive and continue in full force and effect notwithstanding the expiration or termination of this Agreement.

General Provisions

- (a) **Non-Waiver.** Failure of Nationwide to require strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect the right of Nationwide thereafter to require such compliance.
- (b) **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or the officers of the corporation who are licensed and appointed with Nationwide.
- (c) **Prior Contracts.** This Agreement shall supersede any and all prior contract(s) between the Agent and Nationwide, however, any outstanding indebtedness shall survive.
- (d) **Service of Process.** The Agent is not an authorized agent or representative of Nationwide to accept service of legal process, and

therefore, the Agent should not accept such service. If, however, any paper is served upon the Agent, the Agent shall fax or send by certified mail the same to Nationwide General Counsel within 24 hours after its receipt.

Notice

Communications sent pursuant to provisions of this Agreement shall be in writing, shall be delivered personally or sent by U.S. mail, facsimile, or commercial courier and shall be deemed given upon mailing. However, any notice of change of address shall be deemed given only upon receipt by the party to be notified.

If to Nationwide: Nationwide Life Insurance Company
and/or Nationwide Life and Annuity Insurance Company
Attn: NF Licensing, Registrations & Commissions,
Associate Vice President
5100 Rings Road, RR1-02-F6
Dublin, OH 43017

If to Nationwide (AML or OFAC reporting only):

Nationwide Life Insurance Company and/or
Nationwide Life and Annuity Insurance Company Attn:
Office of Compliance, FCSC 1-33-401
One Nationwide Plaza
Columbus, OH 43215
Phone: 1-877-406-4747
E-mail: BDRQST@nationwide.com

If to the Agent:

Effective Date

This Agreement shall take effect when the following conditions are met:

- this Agreement is signed by an Assoc. Vice President of Nationwide;
- this Agreement is signed by a representative of Agent authorized to bind the Agent;
- the Agent has satisfied the licensing requirements of the state(s)

where the Agent proposes to market Nationwide Insurance Products;

- The Agent has produced business on behalf of Nationwide.

Governing Law

This Agreement shall be governed by the laws of the State of Ohio. It shall be construed in accordance with Ohio law applicable to contracts made and to be performed there.

Entire Contract

This Agreement constitutes the entire agreement by and among the parties and no party shall be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing, signed by an Associate Vice President of Nationwide or in the case of the Agent a party who is authorized to bind the Agent.

Acknowledgement

By executing this Agreement, the Agent acknowledges that he/she has read the Agreement in its entirety and is in agreement with the terms and conditions outlined therein which describe the rights of the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Printed Name of Agent: _____

Signature of Agent: _____

**NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY**

By: _____

Title: Associate Vice President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

(The Agent)

By: _____

Title: _____

**NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY**

By: _____

Title: Associate Vice President



NATIONWIDE COMMISSION ACH PAYMENT FORM

To receive your commission payments via ACH, please complete the following information:

Distributor/Sub-Distributor Name: _____

Life Commissions

Bank Name: _____

ABA #: _____

Account #: _____

Account Type: Checking Savings
(Please circle)

Distributor's/Sub-Distributor's
Signature: _____

Name &
Title: _____

Date: _____

Contact
Name: _____

E-mail
Address: _____

Phone #: _____

Please fax completed form to 614-435-1176.

*****To assure accuracy, please include a voided check with this form*****

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown 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 by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS 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 (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.