



Advisor Authorization Agreement for Annuities

Nationwide Life Insurance Company
Jefferson National Life Insurance Company
Jefferson National Life Insurance Company of New York

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1. General Authorization

Each Advisor or party executing this Agreement below, either as an individual, partnership, corporation or other business entity, including all affiliates, successors, direct and indirect parent and/or subsidiary companies, companies under common control with any of the forgoing, and affiliates, and representatives, employees or contractors, (including without limitation any third party investment advisor or sub-advisor) (the "Advisor"):

- Represents and warrants that such Advisor is registered or licensed with all applicable regulatory authorities with which registration or licensure is necessary to provide Services (defined as activities that may occur by the party to manage the contract, such as submit requests to trade on behalf of the Owner, update address details, or provide supplemental information to the Company in order to fulfill a request made by the Owner) in connection with the Account
- Represents and warrants that it is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies
- Represents and warrants that any natural person signing this Agreement on its behalf, or otherwise acting on its behalf with respect to any Services, is registered or licensed with all applicable regulatory authorities where such registration or licensure is necessary to provide any of the Services
- Advisor additionally acknowledges and agrees that the Advisor may select Provider(s) (defined as any third party (i.e. not affiliated with the Company) technology platform the Advisor may elect to utilize to manage the Contract) and request Company share information regarding the Account with such selected Provider(s)
- In the event that Advisor requests the Company share information regarding the Account with a Provider(s), Advisor shall be solely responsible for any loss, damage, or harm (including, but not limited to Provider(s) data breaches) arising from the use of Provider(s)

Owner hereby authorizes:

- The Company to release information regarding the account to designated Advisors or Provider(s), as selected by the Advisor
- Designation of the Advisor as Owner's attorney-in-fact for the limited purpose of providing investment advice with respect to the Account; and
- The Company to follow, without obtaining Owner's approval, counter-signature or co-signature, written, oral, faxed or online instructions from the designated Advisor(s) to disburse cash from the Account, if in good faith the Company believes such instructions to be given in connection with or in accordance with (a) securities trading activity or (b) the payment of fees that the Owner owes such Advisor

Notwithstanding the preceding, if the Company in good faith has reason to believe that an Advisor has engaged or is engaging in fraudulent activity or elder abuse in connection with Owner or the Account, Company may in its sole discretion delay or refuse to provide Account information and/or follow any instruction(s) from such Advisor until the Company has the opportunity to discuss with the Owner how the Owner wants to proceed. Any limitations in the Contract that apply to Owner and relate to instructions for the Account shall apply to each Advisor to the same extent that they apply to Owner.

2. Payment of Investment Advisory Fees

If the box related to authorizing permission to withdrawal investment advisory fees is checked yes in the signature section of this agreement, such fees will be paid by liquidating assets in the Account. Owner hereby authorizes the Company to pay from the Account investment advisory fees concerning annuities of an Advisor in accordance with written instructions received from the Advisor, pursuant to a written investment management agreement between the Owner and such Advisor (or, if applicable, between the Advisor and/or Additional Parties, detailed in the signature section). With respect to the investment management agreement between the Owner and any Advisor(s):

The Company:

- Has no responsibility or liability to determine that the instructions received from an Advisor are in compliance with such agreement
- Is not responsible for verifying that the amount of fees charged is as set forth in any agreement

2. Payment of Investment Advisory Fees (continued)

- Has no obligation or liability, under any circumstances, to pay, all or part of any investment advisory fee to any Advisor from Company's own assets or resources.

The Owner acknowledges:

- The payment of such fees will be treated as a withdrawal under the terms of the Contract
- A withdrawal from the Contract to pay such fees may incur a surrender charge, if applicable, during the surrender charge period as defined in the Contract, and thus may require Company to liquidate a dollar amount of assets that is larger than the fees
- Withdrawals may adversely affect any guarantees associated with certain optional benefit riders to the Contract and that Owner should consult the Advisor about the overall impact of withdrawals on the Contract
- Withdrawals from a non-tax qualified annuity may result in taxes and that the Owner is solely responsible for the payment of such taxes and should consult a tax advisor and the Advisor about the tax impact of withdrawals; Additional information on the tax repercussions of the payment of the investment advisory fees from the Account appears in Section 4 of this agreement
- Such fees shall be only for investment advisory Services concerning the Contract provided by an Advisor related to the Account and shall comply in all respects with applicable law

Each Advisor agrees:

- If investment advisory fees are paid from the Account, the Contract will be the sole source for the payment of fees directly to the Advisor
- If Owner has allocated funds in the Account to the money market investment option and the funds therein are not available to pay the investment advisory fees that are owed, or if there are no funds in the money market investment option, then the investment advisory fees will be deducted pro rata from all investment options in which Owner is then invested, unless other instructions are timely received prior to the deduction of such fees
- Investment advisory fees for a particular Advisor will be withdrawn on a monthly, quarterly, or annual basis and on a calendar-day specified by such Advisor
- If applicable, recurring investment advisory fees will be prorated in the event of surrender or annuitization of the Contract, or removal of the Advisor, prior to the end of the applicable payment period, and the amount of any unearned investment advisory fees paid in advance will be returned in accordance with instructions received from the Advisor
- The Company will periodically deduct proceeds from the account to pay such fees as instructed

3. Term/Assignability /Conflict Agreements

- a. This Agreement shall remain in full force and effect until the earliest of the following three events: (i) Company receives written notice of termination from Owner, (ii) Company receives written notice of termination from an Advisor, in which case the Agreement shall terminate with respect to such Advisor; (iii) Company provides written notice of termination to Owner and all Advisors; or (iv) Company receives written notification of the death of Owner. Notwithstanding termination of this Agreement by an Advisor as set forth in (ii) in the preceding sentence, the Agreement shall remain in full force and effect by and among all remaining parties. However, termination by Owner or Company shall terminate this Agreement as to all parties unless otherwise indicated by Owner or Company, as the case may be.
- b. This Agreement may not be assigned or transferred by Owner or any Advisor. Company may assign this Agreement to its successor in interest.
- c. Owner and each Advisor acknowledges that they have entered into a separate investment management agreement relating to the Services (except, if applicable, in cases where Primary Advisor or Additional Advisor has entered into a separate agreement with another Additional Advisor); in the event any terms of such other agreements conflict with the terms of this Agreement, the parties agree that the terms of this Agreement shall control. Further, if such investment management agreement is terminated for any reason, each of Owner and Advisor must immediately inform Company in writing (except, if applicable, in cases where Primary Advisor or Additional Advisor has entered into a separate agreement with another Additional Advisor and that agreement is terminated for any reason, the Primary Advisor or Additional Advisor must immediately inform Company in writing).

4. Federal Tax Status

As a general rule, Internal Revenue Service (“IRS”) guidance provides that investment advisory fees paid directly from a non-qualified annuity to an investment advisor are considered to be a distribution from the annuity, may be taxable, and are reportable to the IRS. However, in a series of private letter rulings issued in 2019, the IRS created an exception to this general rule. If all of the following requirements are met, then the payment of investment advisory fees will not be treated as a distribution from the annuity, will not be taxable, are not reportable to the IRS, and are not subject to the 10% penalty for early withdrawal by owners who are under age 59 ½. All of the following requirements must be met for the exception to apply: (i) the annuity contract is designed for owners who will receive ongoing investment advice from an investment advisor who is appropriately licensed and in the business of providing investment advice; (ii) the annuity contract owner authorizes investment advisory fees to be paid periodically to the advisor from the annuity contract's cash value; (iii) the fees will be determined based on an arms-length transaction between the owner and advisor; (iv) the fees will not exceed an amount equal to an annual rate of 1.5% of the annuity contract's cash value determined at the time and in the manner provided by the fee authorization, but in all events based on the cash value during the period to which the fees relate; (v) the fees will compensate the advisor only for investment advice that the advisor provides to the owner with respect to the annuity contract and not for any other services or accounts; (vi) while the fee agreement is in place, the annuity contract will be solely liable for the payment of fees directly to the advisor; (vii) the owner may not pay the fees to the advisor from any other accounts or assets nor can the owner direct the payment of fees for any other purpose or to any other person; and (viii) the advisor will not receive a commission for the sale of the annuity contract.

It is unclear whether a fee in excess of the 1.5% limit would be entirely subject to the general rule or whether only the amount in excess of the 1.5% amount would be subject to the general rule. Although the tax treatment for investment advisory fees in excess of 1.5% is unclear, Nationwide will report any amount in excess of the 1.5% as a taxable distribution. Please see your product prospectus for how Nationwide will calculate whether investment advisory fees withdrawn exceed 1.5% of the contract value.

If Company determines that a taxable distribution has been made, a 1099R will be issued to the owner of the Contract. Furthermore, if the owner of the Contract is under the age of 59 1/2, a 10% penalty for early withdrawal may be assessed by the IRS.

Any distribution processed on the last business day of the year will not be reported in the current tax year. Investment advisory fees paid directly from a qualified annuity or annuity issued in connection with an Individual Retirement Account/Annuity (IRA) to an investment advisor may not be taxable withdrawals from the Account. Owner should speak to his or her tax advisor and Primary Advisor about the tax impact of paying investment advisory fees from the Account. By signing this Agreement, Owner acknowledges, understands, and agrees that Company and its affiliates shall not be held responsible for any adverse tax consequences resulting from the payment of investment advisory fees from the Account.

Important Notice About Partial Section 1035 Exchanges and Split Annuities. The Internal Revenue Code permits a taxpayer to transfer an annuity contract from one insurance company to another without recognizing a taxable event. The IRS has permitted exchanges of a partial portion of an annuity account to another company without recognizing a taxable event. The IRS has also allowed a single annuity to be split into two new annuities through such a tax-free exchange. However, the IRS has issued Rev. Proc. 2011-38 that indicates, in the case of a non-qualified account, if a withdrawal is taken from either the existing or new account(s) within the 180 day period following a partial 1035 exchange, adverse tax consequences will result. In such a case, the partial 1035 exchange will not receive tax-free treatment and the exchange will be retroactively treated as a taxable withdrawal (on the lesser of the earnings in the original account or the amount exchanged). By signing this Agreement, Owner acknowledges, understands, and agrees that Company and its affiliates shall not be held responsible for any adverse tax consequences or rulings resulting from such a partial 1035 exchange. The payment of investment advisory fees from the Contract may not constitute a withdrawal. Please see Section 4.

5. Role of the Company

The rights and obligations of one Company under this Agreement are separate and distinct from those of the other Company. All such rights and obligations shall exist only between the respective Company, on the one hand, and the other parties to this Agreement, on the other hand. No Company shall have any responsibility or liability under this Agreement for the actions or omissions of the other Company.

6. Disclaimer/Indemnification

The Company:

- Will not follow requests or instructions from any Advisor until it has received this Agreement signed by all parties and will cease following instructions once this Agreement has been terminated in accordance with Section 3.a, or the separate investment management agreement (or, if applicable, the separate agreement between Advisors) referenced in Section 3.c has been terminated
- Has no responsibility or liability to assess the frequency, accuracy, suitability or reasonableness of any instruction from the designated Advisor or to advise the Owner with respect to the terms of any underlying agreement with or involving any Advisor
- Does not make any representation or warranty, by accepting and following instructions or by executing this Agreement or otherwise, concerning the tax treatment of payment of investment advisory fees under Federal tax law, or otherwise
- Has no responsibility or liability for any taxes, penalties and/or interest that may be assessed by the Internal Revenue Service or other administrative tribunal or court arising out of this Agreement, including any amounts relating to taxes that may be due by an Advisor in relation to its investment advisory fees contemplated by this Agreement

Owner and Advisor acknowledge and agree:

- The Company may, from time to time and in its sole discretion, choose to generate reports about Account activity and share them with the Owner, the Advisor, and/or any party named on this agreement
- If the Company elects to do so, it is doing so as a matter of administrative convenience only and has no responsibility or liability for the management of the Account
- If the Company elects to do so, it may cease doing so at any time and for any reason, with or without notice to any party named on this agreement
- To indemnify (jointly and severally) and hold the Company, its directors, officers, employees, affiliates and agents, harmless from and against any and all claims, losses, liabilities or damages, costs or expenses, including but not limited to taxes, penalties, interest and/or reasonable attorneys' fees (individually and collectively referred to as "Loss") arising out of any Advisor instructions pertaining to the Account including, but not limited to, the Company's decision to process or not process any instruction from any Advisor and the Company's decision to share Account information with Provider(s)

The Company is not responsible and has no liability for any Loss incurred by the Owner as a result of the transactions contemplated by this Agreement, except in the event that the Owner suffers any such Loss as a result of the willful misconduct of the Company in processing instructions given by an Advisor.

7. Signatures

In Witness Whereof, this Agreement has been executed as of the latest date set forth below.

Company Acceptance

Name of Authorized Signatory: Rona Guymon

Signature: _____



8. Advisor Acceptance (please print)

Advisor Information:

For a Registered Investment Advisory Firms that will act as the Advisor on the Account: Do not complete the Advisor Name field and have an authorized signer for the firm sign on the Advisor Signature line.

Advisor Name: _____ Nationwide Advisor ID (preferred) or CRD: _____

Registered Investment Advisor Firm: _____

Broker Dealer Firm (If Applicable): _____

Advisor Signature: _____

If the Advisor ID or CRD is not provided above, please complete the following section:

Advisor Street Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Firm Street Address (if different from the Advisor): _____ City: _____

State: _____ Zip: _____ Email: _____

Intended Action: ☐ Add new party to the contract ☐ Replace existing party on contract

8. Advisor Acceptance (please print) (continued)

Fee Information:

If the Advisor is affiliated with a broker-dealer, fees must be paid to the broker-dealer unless the broker-dealer instructs the Company in writing to pay the Advisor directly. If the Advisor will be compensated by charging a fee concerning variable annuities, please visit the account management section of the [Nationwideadvisory.com](https://www.nationwideadvisory.com) website to set up and manage those fees. In order for fees to be paid, the party must be listed on this form.

Has the owner granted permission to withdraw fees concerning variable annuities from the Contract? **(Required) If left blank, it will default to No.)** ☐ Yes ☐ No

If **yes**, which party will the fees be paid to? **Check all that apply.**

☐ RIA Firm ☐ Broker Dealer Firm ☐ Third Party Investment Advisor¹

¹If this party is selected, information and signatures for that party must be provided in the additional party acceptance section below.

9. Additional Party Acceptance (please print)

Contract Role: ☐ Additional Advisor ☐ Third Party Investment Advisor

Intended Action: ☐ Add new party to the contract ☐ Replace existing party on contract

Additional Party Name: _____ Nationwide Advisor ID (preferred) or CRD: _____

Registered Investment Advisor Firm: _____

Broker Dealer Firm (If Applicable): _____

Advisor Signature: _____

If the Advisor ID or CRD is not provided above, please complete the following section:

Advisor Street Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Firm Street Address (if different from the Advisor): _____ City: _____

State: _____ Zip: _____ Email: _____

Contract Role: ☐ Additional Advisor ☐ Third Party Investment Advisor ☐ Affiliated Payee

Intended Action: ☐ Add new party to the contract ☐ Replace existing party on contract

Additional Party Name: _____ Nationwide Advisor ID (preferred) or CRD: _____

Registered Investment Advisor Firm: _____

Broker Dealer Firm (If Applicable): _____

Advisor Signature: _____

If the Advisor ID or CRD is not provided above, please complete the following section:

Advisor Street Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Firm Street Address (if different from the Advisor): _____ City: _____

State: _____ Zip: _____ Email: _____

10. Owner Acceptance

Owner:

Name (please print): _____

SSN/TIN: _____ Contract Number (if available): _____

Signature: _____ Date: _____

Joint Owner:

Name (please print): _____

Signature: _____ Date: _____