EXHIBIT A

COMPENSATION SCHEDULE(S)

Effective Date: ___________________

This is the Compensation Schedule for the selling agreement between Nationwide, or the Company, and either the General Agent, Distributor, Personal Producing General Agent (PPGA Distributor), or Independent Agent, as applicable. References made herein to General Agent shall also mean Distributor, PPGA Distributor, or Independent Agent.

1. Nationwide shall pay Distributor compensation computed on the premiums or purchase payments paid to, received and accepted by Nationwide on contract applications procured and still serviced by Distributor in accordance with this Agreement, and at the rates set forth in this schedule and all amendments attached hereto.

2. Unless otherwise provided in an applicable Net Compensation Addendum, nothing herein shall be construed as giving Distributor the right to withhold or net such compensation from premium or purchase payments it shall receive.

3. Except as otherwise provided in this Agreement, Nationwide will prepare a compensation statement no less frequently than once a month and shall make the statement available, and send any compensation due thereunder, to Distributor within 5 business days of the end of such period.

   The billing cycle for compensation associated with the Nationwide Group Retirement Series (also referred to as The Best of America Group Retirement Series) is the 1st day of the month through the 15th day and the 16th day through the last business day of the month.

4. The compensation rates which shall apply to business produced by Distributor pursuant to this Agreement are attached to this Exhibit as one or more Compensation Schedules, which may be amended from time to time as provided for in this Agreement. The Compensation Schedules also apply to all state specific versions of the contract form numbers listed on the Compensation Schedules.

   Some of the Contracts listed in the Compensation Schedules may not be available for sale in all states. Distributor is responsible for ascertaining whether it has the authority, pursuant to state and federal law, to sell the Contracts in the jurisdictions in which the Contracts have been approved and in which Distributor is appointed by Nationwide.

5. No compensation shall be payable, and Nationwide reserves the right to chargeback any compensation that may have been paid in any of the following situations: (i) Nationwide, in its good faith discretion, determines not to issue the Contract applied for; (ii) Nationwide refunds the premiums or purchase payments upon the applicant's surrender or withdrawal pursuant to any "free-look" privilege; (iii) Nationwide refunds the premiums paid as a result of a complaint by the Contract holder or applicant; (iv) Nationwide determines that any person soliciting an application was required to be licensed and was not or that any other person or entity receiving compensation for soliciting application or premiums for the Contracts is not or was not duly licensed as an insurance agent and appointed; (v) if Nationwide determines at any time that the applicant did not meet applicable underwriting standards, including but not limited to, the maximum issue age; (vi) Nationwide will chargeback commissions if the death of the annuitant on any annuity product occurs within the first year after contract issuance. The chargeback schedule will be 100% in months 0 - 6 and 50% in months 7 – 12. Nationwide reserves the right to make exceptions not to administer the chargeback on extreme cases in which an exception will need to be submitted in writing[1]; or (vii) if Nationwide rescinds the contract pursuant to the contract's terms.

   All chargebacks may be applied against current and future compensation payable to the Distributor.

6. Compensations on replacements, exchanges or conversions shall be allowed in accordance with the Company rules in force at the time such replacement or conversion is effected. For all Life products refer to Exhibit A-1 (Life). For the Nationwide Group Retirement Series refer to Exhibit A-2 (Pensions).

THIS EXHIBIT ESTABLISHES THE COMPENSATION RATES FOR PREMIUMS AND PURCHASE PAYMENTS SPECIFIED HEREIN AND IN NO WAY SUPERSEDES OR REVOKES ANY OTHER TERMS IN THE AGREEMENT. ALL OTHER PROVISIONS OF THE AGREEMENT ARE UNAFFECTED BY THIS EXHIBIT.

[1] The intent of this provision is to prevent annuity sales involving terminally ill annuitants.

Exhibit A-1 (Life)
Compensation for Internal Replacements/Exchanges &
Term Conversions

By accepting compensation pursuant to this Exhibit A-1, General Agent expressly acknowledges and agrees to the following:

Nationwide does not endorse, recommend, or promote variable universal life insurance exchanges, including in particular internal exchanges involving the exchange of one Nationwide product for another. The appropriateness of such transactions is entirely a matter to be decided by investors/clients/prospective contract owners in consultation with General Agent's registered representatives. In accordance with various pronouncements made by the Securities and Exchange Commission (SEC), Nationwide, as a wholesaler of variable universal life insurance products, will track and monitor internal exchange data to (1) ensure that internal exchange volumes deriving from transactions initiated by broker-dealer firms are consistent with the so-called "retail exception" under Section 11 of the Investment Company Act of 1940; and (2) provide a record of such activities that may be used in connection with regulatory audits, including audits conducted by the SEC and the Financial Industry Regulatory Authority.

Commissions on Policy Replacements and Exchanges

Surrender value from an existing policy is not subject to first year commissions.

Full commission rates will be paid on new premium

The commission option will be the same option that was elected for the original contract, when applicable.

Special Processing for YourLife CareMatters Life Policies

If the new policy is a YourLife CareMatters policy with money being transferred from a YourLife Single Premium Universal Life policy:

- 100% of the normal Gross Dealer Concession will be paid on all new premium
- 25% of the normal Gross Dealer Concession will be paid on the cash value transferred if the existing policy has been in force for five or more years.
- Gross Dealer Concession will not be paid on cash value transferred if the existing policy has been in force for less than five years

Commission on Term Policy Conversions

For conversions in year 1, the original term policy is cancelled. Full commission chargeback occurs. The entire premium is transferred to the new policy. Full commission is paid on the new policy.

Conversions after year 1 may be eligible for a conversion credit, depending on the age and the type of the term policy.

Conversion credits, if applicable, are commissionable and will be paid accordingly.

Normal chargeback rules will apply on the existing policy.

COMPENSATION SCHEDULE
LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE POLICY, NON-PARTICIPATING

Nationwide Survivorship Indexed UL

Issued by Nationwide Life and Annuity Insurance Company

CONTRACTS	CONTRACT NUMBER
Last Survivor Flexible Premium Adjustable Fixed and Index-Linked Universal Life Insurance Policy, Non-Participating.	ICC19-NWLA-600 NWLA-600-AO

TARGET PREMIUM - NO TRAIL (for all ages and underwriting classes)

Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium
Premium received in Years 3 - 10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

TARGET PREMIUM / WITH TRAIL (for all ages and underwriting classes)

Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.50%** in excess of Commission Target Premium.
Premium received in Years 3 – 10	Compensation is **0.25%** of premium received in that year.
Premium received in Years 11+	Compensation is **0%** of premium received in that year.
Trail Compensation in Years 3 – 15:	**0.20%**
Trail Compensation in Years 16 +:	**0.10%**

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, THE TARGET PREMIUM / NO TRAIL WILL BE THE AUTOMATIC OPTION.

For Trail Options, trail compensation is computed at the end of a calendar quarter by multiplying the contract value less any outstanding loan balance, times trail percentage divided by 4.

Compensation is based on the relationship between premiums (received and accepted) and the CTP (Commission Target Premium) of the policy in question. CTP varies by type of product, type of rider, each insured's issue age, gender, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE:
Compensation for an increase in coverage will be paid at the rate of **85%** of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Premiums paid during the first 24 months of the new segment are applied first to the commission target premium of any earlier segment still in its target period, and second to the new segment's commission target premium.

CHARGEBACKS: If a policy terminates within 20 months from the date of issue, a percent of the compensation paid will be charged back based on the table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1	100%	11	50%
2	95%	12	45%
3	90%	13	40%
4	85%	14	35%
5	80%	15	30%

6	75%	16	25%
7	70%	17	20%
8	65%	18	15%
9	60%	19	10%
10	55%	20	5%
		21+	0%

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within 20 months following an increase in coverage, a percent of the compensation paid on the increase will be charged back based on the chargeback schedule shown above.

CHARGEBACK ON LOANS TAKEN WITHIN THE FIRST 20 MONTHS: Loans or withdrawals taken within 20 months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above. If a loan taken within 20 months of the Policy Effective Date is repaid during the 20-month period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 20 MONTHS FOLLOWING AN INCREASE: Loans or withdrawals taken within 20 months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above. If a loan taken within 20 months of the Policy Effective Date is repaid during the 20-month period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

In the event that a loan taken within 20 months of increase on which the above chargeback provision applies is repaid within 20 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS WITHIN THE FIRST 20 MONTHS OF THE POLICY OR 20 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first 20 months following an increase will result in a partial chargeback of commission following the above schedule.

COMPENSATION SCHEDULE
FOR

INDIVIDUAL FIXED PREMIUM UNIVERSAL LIFE INSURANCE POLICY, NON-PARTICIPATING

Nationwide® CareMatters II

Issued by Nationwide Life and Annuity Insurance Company

CONTRACT	**CONTRACT NUMBER**
Individual Fixed Premium Universal Life, Non-Participating Nationwide® CareMatters II	ICC18-NWLA-583
PREMIUM BASED COMPENSATION (for all ages and all underwriting classes)	
Premium Received Year 1	
Single Payment Option	Compensation is 7.5% of premium received and accepted.
5-year Payment Option	Compensation is 37.5% of the level premium received and accepted plus 7.5% of any additional lump sum premium received and accepted in excess of the level premium.
10-year Payment Option	Compensation is 60.0% of the level premium received and accepted plus 7.5% of any additional lump sum premium received and accepted in excess of the level premium.
Pay to Age 65 Option	Compensation is 70.0% of the level premium received and accepted plus 7.5% of any additional lump sum premium received and accepted in excess of the level premium.
Pay to Age 100 Option	Compensation is 80.0% of the level premium received and accepted plus 7.5% of any additional lump sum premium received and accepted in excess of the level premium.
Premium Received Years 2+	
5-year Payment Option	Compensation is 0.0% of premium received and accepted.
10-year Payment Option	Compensation is 1.0% of premium received and accepted.
Pay to Age 65 Option	Compensation is 2.0% of premium received and accepted.
Pay to Age 100 Option	Compensation is 2.0% of premium received and accepted.

CHARGEBACKS: If any CareMatters II policy terminates after May 13, 2019 and within twenty-four months from the Policy Effective Date, a percent of the compensation paid will be charged back. The percentage is based on the time from the Policy Effective Date, as shown in the Compensation Chargeback Schedule Table below (e.g. Month 1 is the first month after the Policy Effective Date).

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN TWENTY-FOUR MONTHS FROM THE

POLICY EFFECTIVE DATE: Loans or withdrawals taken from any CareMatters II policy after May 13, 2019 and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.

If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS: Reductions in the specified amount will result in a chargeback of compensation. The chargeback will be equal to the difference between the compensation that was paid based on the original specified amount and the compensation that is payable based on the reduced specified amount. PLEASE NOTE the only time the specified amount is reduced is if the policy becomes reduced paid up.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE

Nationwide No-Lapse Guarantee UL II

Issued by Nationwide Life and Annuity Insurance Company

FOR POLICIES ISSUED UNDER CONTRACT FORM ICC18-NWLA-570:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Adjustable Universal Life – Nationwide No-Lapse Guarantee UL II	ICC18-NWLA-570
PREMIUM BASED COMPENSATION ONLY EXTENDED NO-LAPSE GUARANTEE MAXIMUM ATTAINED AGE OF 120 —NO TRAIL:	
Years 1-2:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3 - 10:	Compensation is 0.75% of premium received in that year.
Years 11+:	Compensation is 0.50% of premium received in that year.
PREMIUM BASED COMPENSATION ONLY EXTENDED NO-LAPSE GUARANTEE MAXIMUM ATTAINED AGE OF 70 —NO TRAIL:	
Years 1-2:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3+	Compensation is 0%

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, extended no-lapse guarantee maximum attained age, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Premiums paid during the first 24 months of the new segment are applied first to the commission target premium of any earlier segment still in its target period, and second to the new segment's commission target premium.

COMPENSATION ON CHANGE OF EXTENDED NO-LAPSE GUARANTEE MAXIMUM ATTAINED TO 120: Compensation for a change in extended no-lapse guarantee maximum attained age to 120 will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 24 months following the change, and 2) commission target premium following the change less the previous commission target premium.

CHARGEBACKS: In the event a **Flexible Premium Adjustable Universal Life – Nationwide No-Lapse Guarantee UL II** insurance policy shall terminate within twenty-four months from the date of issue, date of increase, or date of change, a percent of compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST 24 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 24 MONTHS FROM THE POLICY EFFECTIVE DATE: Loans or withdrawals taken from any **Flexible Premium Adjustable Universal Life – Nationwide No-Lapse Guarantee UL II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.

If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST 24 MONTHS: Loans taken in the first 24 months will result in a partial chargeback of commission. Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN 24 MONTHS OF INCREASE: Loans or withdrawals taken from any **Flexible Premium Adjustable Universal Life – Nationwide No-Lapse Guarantee UL II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.

If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

In the event that a loan taken within 24 months of increase on which the above chargeback provision applies is repaid within 24 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY, AN EXTENDED NO-LAPSE GUARANTEE MAXIMUM ATTAINED AGE CHANGE, OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy will result in a partial chargeback of compensation.

The chargeback of the compensation on premiums paid calculated using the Compensation Chargeback Schedule Table on the compensation paid on the amount of the reduction.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE

Nationwide No-Lapse Guarantee UL II

Issued by Nationwide Life Insurance Company

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWL-570-NY:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Nationwide No-Lapse Guarantee UL II	NWL- 570-NY
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 55% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 2:	Compensation is 2.5% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3 - 10	Compensation is 0.75% of premium received in that year.
Years 11+	Compensation is 0.50% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 55% commission and the applicable EAP listed below will be paid on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.
For each **Flexible Premium Universal Life** – **Nationwide Flexible Premium Universal Life** – **Nationwide No-Lapse Guarantee UL II** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

*EAP Percentage = 15%
*For policies personally produced by Personal Producing General Agents, EAP Percentage = 15%

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide No-Lapse Guarantee UL II** insurance policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the General Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event Nationwide No-Lapse Guarantee UL II insurance policy shall terminate within six months from the date of an increase in coverage, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of an increase in coverage, fifty percent of the compensation and EAP will be charged back against the General Agent.

<u>SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO</u>: LOANS TAKEN IN THE FIRST 12 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

<u>APPENDIX 1</u>

CHARGEBACK ON LOANS TAKEN IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial charge back of commission and EAP (Expense Allowance Payment). If the loan is taken during the first six months, the chargeback is equal to 100% of the compensation and EAP paid on the amount of the loan. If the loan is taken during months seven through twelve, the chargeback is equal to 50% of the compensation and EAP paid on the amount of the loan. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN 12 MONTHS OF INCREASE: Loans or withdrawals taken within one year of an increase will result in a partial charge back of compensation and EAP. If a loan or withdrawal is taken in the first six months of the increase, the chargeback is equal to 100% of the compensation and EAP paid on the lesser of (1) amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Compensation on Increases in Coverage section). If a loan or withdrawal is taken during months seven through twelve following an increase, the chargeback is equal to 50% of the compensation and EAP paid on the lesser of (1) the amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Compensation on Increases in Coverage section).

If a loan taken within one year of increase is repaid during the first year following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide Indexed Universal Life Accumulator II

Issued by Nationwide Life and Annuity Insurance Company

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Index-Linked Universal Life Insurance Policy, Non-Participating.	ICC18-NWLA-538 NWLA-538-AO
TARGET PREMIUM - NO TRAIL (for all ages and underwriting classes)	
COMPENSATION IF THE CROP (CONDITIONAL RETURN OF PREMIUM) RIDER IS NOT ELECTED:	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium
Premium received in Years 3 - 10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.
TARGET PREMIUM / WITH TRAIL (for all ages and underwriting classes)	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.50%** in excess of Commission Target Premium.
Premium received in Years 3 - 10	Compensation is **0.25%** of premium received in that year.
Premium received in Years 11+	Compensation is **0%** of premium received in that year.
Trail Compensation in Years 3 – 15:	**0.20%**
Trail Compensation in Years 16 +:	**0.10%**
COMPENSATION IF THE CROP (CONDITIONAL RETURN OF PREMIUM) RIDER IS ELECTED:	
Premium received in Year 1:	Compensation will be paid over a 5-year period: • First year compensation is **51%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium. • The remaining compensation will be paid in four Annual Compensation Installments in Years 2 - 5. Each Annual Compensation Installment will be **8.5%** of the lesser of the (1) premium received in the first year minus loans and withdrawals and (2) commission target premium. Unpaid Annual Compensation will not be paid if the Rider terminates for any of the reasons listed under the Terminated provision of the Rider. See Rider form ICC18-NWLA-548/NWLA-548-AO and Policy form ICC18-NWLA-538/NWLA-538-AO for more details.
Premium received in Years 2 – 10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, THE TARGET PREMIUM / NO TRAIL WILL BE THE AUTOMATIC OPTION.

For Trail Options, trail compensation is computed at the end of a calendar quarter by multiplying the contract value less any outstanding loan balance, times trail percentage divided by 4.

Compensation is based on the relationship between premiums (received and accepted) and the CTP (Commission Target Premium) of the policy in question. CTP varies by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE IF THE CROP RIDER IS NOT ELECTED:
Compensation for an increase in coverage will be paid at the rate of **85%** of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Premiums paid during the first 24 months of the new segment are applied first to the commission target premium of any earlier segment still in its target period, and second to the new segment's commission target premium.

INCREASES IN COVERAGE IF THE CROP RIDER IS ELECTED: If the CROP Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

CHARGEBACKS IF THE CROP RIDER IS NOT ELECTED: If a policy terminates within 24 months from the date of issue, a percent of the compensation paid will be charged back based on the table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1	100%	11	50%
2	95%	12	45%
3	90%	13	40%
4	85%	14	35%
5	80%	15	30%
6	75%	16	25%
7	70%	17	20%
8	65%	18	15%
9	60%	19	10%
10	55%	20	5%
		21+	0%

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within 24 months following an increase in coverage, a percent of the compensation paid on the increase will be charged back based on the chargeback schedule shown above.

CHARGEBACK ON LOANS TAKEN WITHIN THE FIRST 24 MONTHS: Loans or withdrawals taken from any **Nationwide Indexed Universal Life Accumulator II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.
If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 24 MONTHS FOLLOWING AN INCREASE: Loans or withdrawals taken from any **Nationwide Indexed Universal Life Accumulator II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.
If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.
In the event that a loan taken within 24 months of increase on which the above chargeback provision applies is repaid within 24 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS WITHIN THE FIRST 24 MONTHS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first 24 months following an increase will result in a partial chargeback of commission following the above schedule.

CHARGEBACKS IF THE CROP RIDER IS ELECTED: If a policy terminates within 60 months from the date of issue, a percent of the compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table if the Conditional Return of Premium Rider is elected:

Month	Chargeback %	Month	Chargeback %	Month	Chargeback %	Month	Chargeback %	Month	Chargeback %
1-36	100%	41	90%	46	80%	51	70%	56	60%
37	98%	42	88%	47	78%	52	68%	57	58%
38	96%	43	86%	48	76%	53	66%	58	56%
39	94%	44	84%	49	74%	54	64%	59	54%
40	92%	45	82%	50	72%	55	62%	60	52%

SURRENDER VALUE ENHANCEMENT BENEFIT (not available if the CROP Rider is elected): Nationwide will reduce surrender charges on certain policies when issued as part of an employer sponsored employee benefit plan. In exchange for this surrender charge reduction, the General Agent will be assessed a chargeback equal to the amount of the surrender charge reduction. The amount of reduction is based on the year of the policy:

The year one surrender charge is eliminated.
The year two surrender charge is reduced by 90%.
The year three surrender charge is reduced by 75%.
The year four surrender charge is reduced by 50%.

This chargeback will be in addition to any chargeback applicable under the General Agent's agreement for the policy form. The total chargeback will never exceed 100% of compensation paid.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE
VARIABLE, FIXED, and INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide ® Indexed Universal Life Protector II

Issued by Nationwide Life and Annuity Insurance Company

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Index-Linked Universal Life Insurance Policy, Non-Participating	ICC18-NWLA-539 NWLA-539-AO
TARGET PREMIUM / NO TRAIL (for all ages and underwriting classes)	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Years 3 - 10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.
TARGET PREMIUM / WITH TRAIL (for all ages and underwriting classes)	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.50%** in excess of Commission Target Premium.
Premium received in Years 3 - 10:	Compensation is **0.25%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0%** of premium received in that year.
Trail Compensation in Years 3 – 15:	**0.20%**
Trail Compensation in Years 16 +:	**0.10%**

NOTE: UNLESS OTHERWISE ELECTED BY THE AGENT OF GENERAL AGENT, THE TARGET PREMIUM / NO TRAIL WILL BE THE AUTOMATIC OPTION.

For Trail Options, trail compensation is computed at the end of a calendar quarter by multiplying the contract value less any outstanding loan balance, times trail percentage divided by 4

For Target Premium, compensation is based on the relationship between premiums (received and accepted) and the CTP (Commission Target Premium) of the policy in question. CTP varies by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification. A policy will qualify for the Enhanced CTP if net *premiums paid in the first 6 months minus loans and withdrawals taken within the first-year equals or exceeds four times the basic CTP. Eligibility for this enhancement will be recalculated throughout the first year of the policy, whenever there is processing (i.e. *premiums paid in the first 6 months, premium reversals, loans, withdrawals, increases, etc) and Compensation will be adjusted accordingly, if the policy's eligibility for this enhancement changes.

INCREASES IN COVERAGE: **85%** Compensation will be paid on the Increased Premium (the lesser of the (1) amount of premiums received in the 24 months following an increase, and (2) CTP following the increase less the previous CTP). The product of the previous sentence is the Increased Compensation. The compensation rate paid on premiums in excess of the Increased Premium will be based on the duration of the policy.

CHARGEBACKS: If a policy terminates within 24 months from the date of issue, a percent of the compensation paid will be charged back based on the table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1	100%	11	50%
2	95%	12	45%
3	90%	13	40%
4	85%	14	35%
5	80%	15	30%
6	75%	16	25%
7	70%	17	20%
8	65%	18	15%
9	60%	19	10%
10	55%	20	5%
		21+	0%

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within 24 months following an increase in coverage, a percent of the compensation paid on the increase will be charged back based on the chargeback schedule shown above.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN THE FIRST 24 MONTHS Loans or withdrawals taken from any **Nationwide Indexed Universal Life Protector II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.
If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 24 MONTHS FOLLOWING AN INCREASE
Loans or withdrawals taken from any **Nationwide Indexed Universal Life Protector II** and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.

If a loan taken within two years of the Policy Effective Date is repaid during the two-year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

In the event that a loan taken within 24 months of increase on which the above chargeback provision applies is repaid within 24 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS WITHIN THE FIRST 24 MONTHS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount within twenty months following an increase will result in a partial chargeback of commission following the above schedule.

SURRENDER VALUE ENHANCEMENT BENEFIT: Nationwide will reduce surrender charges on certain policies when issued as part of an employer sponsored employee benefit plan. In exchange for this surrender charge reduction, the General Agent will be assessed a chargeback equal to the amount of the surrender charge reduction. The amount of reduction is based on the year of the policy:

The year one surrender charge is eliminated.
The year two surrender charge is reduced by 90%.
The year three surrender charge is reduced by 75%.
The year four surrender charge is reduced by 50%.

This chargeback will be in addition to any chargeback applicable under the General Agent's agreement for the policy form. The total chargeback will never exceed 100% of compensation paid.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED
UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife® Indexed Universal Life Accumulator

Issued by Nationwide Life Insurance Company

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-510-NY.1:

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Index-Linked Universal Life Insurance Policy, Non-Participating.	NWLA-510-NY.1
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation is **55%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Year 2:	Compensation is **0.75%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Years 3-10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.
COMPENSATION IF THE CROP (CONDITIONAL RETURN OF PREMIUM) RIDER IS ELECTED: (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation will be paid over a 5-year period: • First year compensation is **11%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium. • The remaining compensation will be paid in four Annual Compensation Installments in Years 2 – 5 (provided the Rider was not terminated for one of the reasons listed below). Each Annual Compensation Installment will be **11%** of the lesser of the (1) premium received in the first year minus loans and withdrawals and (2) commission target premium. If the Rider is terminated for one of the reasons listed below or if the Policy is terminated, any unpaid Annual Compensation Installment(s) will not be paid: owner requests rider to be terminated, premium requirement is not met, loan is taken or transferred, withdrawal is taken, death benefit option is changed, or another rider is added after issue.
Premium received in Year 2:	Compensation is **0.75%** up to Commission Target Premium plus **0.75%** in excess of the Commission Target Premium.
Premium received in Years 3 – 10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE IF THE CROP RIDER IS NOT ELECTED: 55% Compensation and the applicable EAP listed below will be paid on the lesser of the (1) amount of premiums received in the 12 months following an increase, and (2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

If the Conditional Return of Premium Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

INCREASES IN COVERAGE IF THE CROP RIDER IS ELECTED: If the CROP Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each eligible policy issued (excluding any policies issued as internal replacements), Nationwide will pay expense reimbursements calculated as the product of (1) EAP percentage and (2) actual premiums paid in the first policy year up to the commission target premium. If the Conditional Return of Premium Rider is elected, EAP will not be paid on the Annual Compensation Installments in Years 2-5.

		For policies personally produced by Personal Producing General Agents
EAP if the conditional return of premium rider is **not** elected	15%	15%
EAP if the conditional return of premium rider is elected	9%	9%

The Expense Allowance Payment may not be withheld or deducted from the premium received.

CHARGEBACKS IF THE CROP RIDER IS NOT ELECTED: In the event the policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place during months seven through twelve following the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the General Agent.

CHARGEBACKS IF THE CROP RIDER IS ELECTED: If a policy terminates within 60 months from the date of issue, a percent of the compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table if the Conditional Return of Premium Rider is elected:

Month	Chargeback %	Month	Chargeback %	Month	Chargeback %	Month	Chargeback %	Month	Chargeback %
1-36	100%	41	90%	46	80%	51	70%	56	60%
37	98%	42	88%	47	78%	52	68%	57	58%
38	96%	43	86%	48	76%	53	66%	58	56%
39	94%	44	84%	49	74%	54	64%	59	54%
40	92%	45	82%	50	72%	55	62%	60	52%

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within six months from the date of an increase in coverage, the full compensation and EAP paid on the increase will be charged back. If a policy terminates during months seven through twelve following the date of an increase in coverage, fifty percent of the compensation and EAP paid on the increase will be charged back.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of compensation and EAP. If the loan is taken in the first six months, the chargeback is equal to 100% of the compensation and EAP paid on the amount of the loan. If the loan is taken during months seven through twelve, the chargeback is equal to 50% of the compensation and EAP paid on the amount of the loan. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to target.

If a loan taken in the first year is repaid during the first policy year, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE: Loans or withdrawals taken within one year of an increase will result in a partial charge back of compensation and EAP. If a loan or withdrawal is taken in the first six months of the increase, the chargeback is equal to 100% of the compensation and EAP paid on the lesser of (1) amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section). If a loan or withdrawal is taken during months seven through twelve following an increase, the chargeback is equal to 50% of the compensation and EAP paid on the lesser of (1) the amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section).

If a loan taken within one year of increase is repaid during the first year following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or 24 months following an increase will result in a partial chargeback of compensation and EAP.

The chargeback of the compensation and EAP on premiums paid in the first policy year is calculated as:

> For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions).
>
> For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.
>
> For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE
FIXED and INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife® Indexed Universal Life Protector

Issued by Nationwide Life Insurance Company

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-515-NY.1:

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Index-Linked Universal Life Insurance Policy, Non-Participating	NWLA-515-NY.1
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation is **55%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Year 2:	Compensation is **0.75%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Years 3-10:	Compensation is **0.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE: 55% Compensation and the applicable EAP listed below will be paid on the lesser of the (1) amount of premiums received in the 12 months following an increase, and (2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each eligible policy issued (excluding any policies issued as internal replacements), Nationwide will pay expense reimbursements calculated as the product of (1) EAP percentage and (2) actual premiums paid in the first policy year up to the commission target premium.

EAP Percentage = 15%

*For policies personally produced by Personal Producing General Agents, EAP Percentage = 15%

The Expense Allowance Payment may not be withheld or deducted from the premium received.

CHARGEBACKS: If a policy terminates within six months from the date of issue, the full compensation and EAP will be charged back. If a policy terminates during months seven through twelve following the date of issue, fifty percent of the compensation and EAP will be charged back.

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within six months from the date of an increase in coverage, the full compensation and EAP paid on the increase will be charged back. If a policy terminates during months seven through twelve following the date of an increase in coverage, fifty percent of the compensation and EAP paid on the increase will be charged back.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of compensation and EAP. If the loan is taken in the first six months, the chargeback is equal to 100% of the compensation and EAP paid on the amount of the loan. If the loan is taken during months seven through twelve, the chargeback is equal to 50% of the compensation and EAP paid on the amount of the loan. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to target.

If a loan taken in the first year is repaid during the first policy year, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE: Loans or withdrawals taken within one year of an increase will result in a partial charge back of compensation and EAP. If a loan or withdrawal is taken in the first six months of the increase, the chargeback is equal to 100% of the compensation and EAP paid on the lesser of (1) amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section). If a loan or withdrawal is taken during months seven through twelve following an increase, the chargeback is equal to 50% of the compensation and EAP paid on the lesser of (1) the amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section).

If a loan taken within one year of increase is repaid during the first year following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or 24 months following an increase will result in a partial chargeback of compensation and EAP.

The chargeback of the compensation and EAP on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions).

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife® Indexed UL Accumulator

Issued by Nationwide Life and Annuity Insurance Company

Effective March 1, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all other states. Subsequent payments will still be accepted on existing contracts.

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Indexed-Linked Universal Life Insurance Policy, Non-Participating	ICC14-NWLA-510 NWLA-510-AO
PREMIUM BASED COMPENSATION ONLY—NO TRAIL (for all ages and underwriting classes)	
COMPENSATION IF THE CROP (CONDITIONAL RETURN OF PREMIUM) RIDER <u>IS NOT</u> ELECTED:	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **.75%** in excess of Commission Target Premium in Year 1 and **.50%** in excess of Commission Target Premium in Year 2.
Premium received in Years 3 - 10:	Compensation is **.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **.25%** of premium received in that year.
COMPENSATION IF THE CROP (CONDITIONAL RETURN OF PREMIUM) RIDER <u>IS</u> ELECTED:	
Premium received in Year 1:	Compensation will be paid over a 5 year period: • First year compensation is **28%** up to Commission Target Premium plus **.75%** in excess of Commission Target Premium. • The remaining compensation will be paid in four Annual Compensation Installments in Years 2 – 5 (provided the Rider was not terminated for one of the reasons listed below). Each Annual Compensation Installment will be **13%** of the lesser of the (1) premium received in the first year minus loans and withdrawals and (2) commission target premium. If the Rider is terminated for one of the reasons listed below or if the Policy is terminated, any unpaid Annual Compensation Installment(s) will not be paid: owner requests rider to be terminated, premium requirement is not met, loan is taken or transferred, withdrawal is taken, death benefit option is changed, or another rider is added after issue.
Premium received in Year 2:	Compensation is **.50%** up to the remaining Commission Target Premium plus **.50%** in excess of the Commission Target Premium.
Premium received in Years 3 – 10:	Compensation is **.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the CTP (Commission Target Premium) of the policy in question. CTP varies by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE IF THE CROP RIDER <u>IS NOT</u> ELECTED: 85% Compensation will be paid on the Increased Premium (the lesser of the (1) amount of premiums received in the 24 months following an increase, and (2) CTP following the increase less the previous CTP). The product of the previous sentence is the Increased

Compensation. The compensation rate paid on premiums in excess of the Increased Premium will be based on the duration of the policy.

INCREASES IN COVERAGE IF THE CROP RIDER IS ELECTED: If the CROP Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

CHARGEBACKS IF THE CROP RIDER IS NOT ELECTED: If a policy terminates within 12 months from the date of issue, a percent of the compensation paid will be charged back. If the termination occurs in months 1- 6, 100% of the compensation paid will be charged back. If the termination occurs in months 7 – 12, 50% of the compensation paid will be charged back.

CHARGEBACKS IF THE CROP RIDER IS ELECTED: If a policy terminates within 48 months from the date of issue, a percent of the compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table if the CROP Rider is elected:

Month	Chargeback %	Month	Chargeback %	Month	Chargeback %
1-36	100%	41	75%	46	30%
37	95%	42	70%	47	20%
38	90%	43	60%	48	10%
39	85%	44	50%	49+	0%
40	80%	45	40%		

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within 12 months following an increase in coverage, a percent of the compensation paid on the increase will be charged back. If the termination occurs in months 1 – 6 following an increase, 100% of the Increased Compensation paid will be charged back. If the termination occurs in months 7 – 12 following an increase, 50% of the Increased Compensation paid will be charged back.

CHARGEBACK ON LOANS TAKEN WITHIN THE FIRST 12 MONTHS: Loans taken within the first 12 months will result in a partial chargeback of compensation. If the loan is taken in months 1 - 6, the chargeback is 100% of the compensation paid on the amount of the loan. If the loan is taken in months 7 - 12, the chargeback is 50% of the compensation paid on the amount of the loan. Loans are considered a reduction of premiums in excess of CTP, and secondly a reduction of premiums paid up to CTP.

If a loan taken within the first 12 months is repaid during the first 12 months, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 12 MONTHS FOLLOWING AN INCREASE: Loans or withdrawals taken within 12 months following an increase will result in a partial chargeback of compensation. If a loan or withdrawal is taken in months 1 – 6 following an increase, the chargeback is 100% of the compensation paid on the lesser of (1) amount of the loan or withdrawal and (2) the Increased Premium. If a loan or withdrawal is taken in months 7 – 12 following an increase, the chargeback is 50% of the compensation paid on the lesser of (1) the amount of the loan or withdrawal and (2) the Increased Premium.

If a loan taken within 12 months following an increase is repaid during the 12 months following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS WITHIN THE FIRST 24 MONTHS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount within the first 24 months of the policy or 24 months following an increase will result in a chargeback of compensation paid on the reduction of the CTP (previous CTP minus CTP following the reduction).

The chargeback of the compensation is calculated as follows:

> For reductions in months 1 - 12: 100% of the compensation paid on the reduction of the CTP (if applicable – the contract does not allow first year reductions).
>
> For reductions in months 13 - 24: 50% of the compensation paid on the reduction of the CTP.
>
> For reductions in months 25 or later, no chargeback will apply.

SURRENDER VALUE ENHANCEMENT BENEFIT (not available if the CROP Rider is elected): Nationwide will reduce surrender charges on certain policies when issued as part of an employer sponsored employee benefit plan. In exchange for this surrender charge reduction, the General Agent will be assessed a chargeback equal to the amount of the surrender charge reduction. The amount of reduction is based on the year of the policy:

The year one surrender charge is eliminated.
The year two surrender charge is reduced by 90%.
The year three surrender charge is reduced by 75%.
The year four surrender charge is reduced by 50%.

This chargeback will be in addition to any chargeback applicable under the General Agent's agreement for the policy form. The total chargeback will never exceed 100% of compensation paid.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife® Indexed UL Protector

Issued by Nationwide Life and Annuity Insurance Company

Effective March 1, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all other states. Subsequent payments will still be accepted on existing contracts.

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Indexed-Linked Universal Life Insurance Policy, Non-Participating	ICC14-NWLA-515 NWLA-515-AO
PREMIUM BASED COMPENSATION ONLY—NO TRAIL(for all ages and underwriting classes)	
Premium received in Years 1 -- 2:	Compensation is **85%** up to Commission Target Premium plus **.75%** in excess of Commission Target Premium in Year 1 and **.50%** in excess of Commission Target Premium in Year 2.
Premium received in Years 3 - 10:	Compensation is **.50%** of premium received in that year.
Premium received in Years 11+:	Compensation is **.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the CTP (Commission Target Premium) of the policy in question. CTP varies by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification. A policy will qualify for the Enhanced CTP if net *premiums paid in the first 6 months minus loans and withdrawals taken within the first year equals or exceeds four times the basic CTP. Eligibility for this enhancement will be recalculated throughout the first year of the policy, whenever there is processing (i.e. *premiums paid in the first 6 months, premium reversals, loans, withdrawals, increases, etc) and Compensation will be adjusted accordingly, if the policy's eligibility for this enhancement changes.

*NOTE: Premiums will not include internal replacements (premium received from another Nationwide Life product).

INCREASES IN COVERAGE: 85% Compensation will be paid on the Increased Premium (the lesser of the (1) amount of premiums received in the 24 months following an increase, and (2) CTP following the increase less the previous CTP). The product of the previous sentence is the Increased Compensation. The compensation rate paid on premiums in excess of the Increased Premium will be based on the duration of the policy.

CHARGEBACKS: If a policy terminates within 12 months from the date of issue, a percent of the compensation paid will be charged back. If the termination occurs in months 1 – 6, 100% of the compensation paid will be charged back. If the termination occurs in months 7 – 12, 50% of the compensation paid will be charged back.

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within 12 months following an increase in coverage, a percent of the compensation paid on the increase will be charged back. If the termination occurs in months 1 – 6 following an increase, 100% of the Increased Compensation paid will be charged back. If the termination occurs in months 7 – 12 following an increase, 50% of the Increased Compensation paid will be charged back.

CHARGEBACK ON LOANS TAKEN WITHIN THE FIRST 12 MONTHS: Loans taken within the first 12 months will result in a partial chargeback of compensation. If the loan is taken in months 1 - 6, the chargeback is 100% of the compensation paid on the amount of the loan. If the loan is taken in months 7 - 12, the chargeback is 50% of the compensation paid on the amount of the loan. Loans are considered a reduction of premiums in excess of CTP, and secondly a reduction of premiums paid up to CTP.

If a loan taken within the first 12 months is repaid during the first 12 months, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN 12 MONTHS FOLLOWING AN INCREASE: Loans or withdrawals taken within 12 months following an increase will result in a partial chargeback of compensation. If a loan or withdrawal is taken in months 1 – 6 following an increase, the chargeback is 100% of the compensation paid on the lesser of (1) amount of the loan or withdrawal and (2) the Increased Premium. If a loan or withdrawal is taken in months 7 – 12 following an increase, the chargeback is 50% of the compensation paid on the lesser of (1) the amount of the loan or withdrawal and (2) the Increased Premium.

If a loan taken within 12 months following an increase is repaid during the 12 months following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS WITHIN THE FIRST 24 MONTHS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount within the first 24 months of the policy or 24 months following an increase will result in a chargeback of compensation paid on the reduction of the CTP (previous CTP minus CTP following the reduction).

The chargeback of the compensation is calculated as follows:

For reductions in months 1 - 12: 100% of the compensation paid on the reduction of the CTP (if applicable – the contract does not allow first year reductions).

For reductions in months 13 - 24: 50% of the compensation paid on the reduction of the CTP.

For reductions in months 25 or later, no chargeback will apply.

SURRENDER VALUE ENHANCEMENT BENEFIT: Nationwide will reduce surrender charges on certain policies when issued as part of an employer sponsored employee benefit plan. In exchange for this surrender charge reduction, the General Agent will be assessed a chargeback equal to the amount of the surrender charge reduction. The amount of reduction is based on the year of the policy:

The year one surrender charge is eliminated.
The year two surrender charge is reduced by 90%.
The year three surrender charge is reduced by 75%.
The year four surrender charge is reduced by 50%.

This chargeback will be in addition to any chargeback applicable under the General Agent's agreement for the policy form. The total chargeback will never exceed 100% of compensation paid.

COMPENSATION SCHEDULE
FOR
INDIVIDUAL FIXED PREMIUM UNIVERSAL LIFE INSURANCE POLICY, NON-PARTICIPATING
Nationwide YourLife® CareMatters Universal Life

Issued by Nationwide Life and Annuity Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

This is an amendment to the Exhibit A, Compensation Schedule, of the General Agent Agreement, between Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company and the General Agent. Exhibit A, Compensation Schedule, is amended as follows:

CONTRACT	**CONTRACT NUMBER**
Individual Fixed Premium Universal Life, Non-Participating Nationwide YourLife® CareMatters Universal Life	NWLA-465-AO ICC13-NWLA-465
PREMIUM BASED COMPENSATION (for all ages and all underwriting classes)	
Single Pay Option:	Compensation is 7.5% of premium received and accepted.
5 and 10 Pay Options Only:	Total Compensation paid upfront when policy is issued is 7.5% of the premium required for the equivalent Single Pay Option.* No additional compensation will be paid.

*The equivalent premium required for the Single Pay Option is less than the total premium required for the 5-Pay and 10-Pay Options.

CHARGEBACKS: If any CareMatters policy terminates after January 1, 2016 and within twenty-four months from the Policy Effective Date, a percent of the compensation paid will be charged back. The percentage is based on the time from the Policy Effective Date, as shown in the Compensation Chargeback Schedule Table below (e.g. Month 1 is the first month after the Policy Effective Date).

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN TWENTY-FOUR MONTHS FROM THE POLICY EFFECTIVE DATE: Loans or withdrawals taken from any CareMatters policy after January 1, 2016 and within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation. The amount of the chargeback is equal to a percentage of the compensation paid on the loan or withdrawal. The percentage will be based on the Compensation Chargeback Schedule shown above.

If a loan taken within two years of the Policy Effective Date is repaid during the two year period from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS: Reductions in the specified amount will result in a chargeback of compensation. The chargeback will be equal to the difference between the compensation that was paid based on the original specified amount and the compensation that is payable based on the reduced specified amount. PLEASE NOTE the only time the specified amount is reduced is if the policy becoes reduced paid up.

COMPENSATION SCHEDULE
FOR
INDIVIDUAL FIXED PREMIUM UNIVERSAL LIFE INSURANCE POLICY, NON-PARTICIPATING
Nationwide YourLife® CareMatters Universal Life

Issued by Nationwide Life Insurance Company

This is an amendment to the Exhibit A, Compensation Schedule, of the General Agent Agreement, between Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company and the General Agent. Exhibit A, Compensation Schedule, is amended as follows:

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent (PPGA). A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACT	**CONTRACT NUMBER**
Individual Fixed Premium Universal Life, Non-Participating Nationwide YourLife® CareMatters Universal Life	NWLA-465-NY
PREMIUM BASED COMPENSATION (for all ages and all underwriting classes):	
Year 1 Premium:	Compensation is 7.0% of premium received.
Years 2 – 10 Premium (5 and 10 Pay Options Only)	Compensation is 7.0% of premium received.

Compensation is based on the premiums received and accepted. Premiums will not be accepted after the tenth year.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each eligible policy issued (excluding any policies issued as internal replacements), Nationwide will pay expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year.

*EAP Percentage = 0%

*For policies personally produced by Personal Producing General Agents, EAP Percentage = 0**%**

The Expense Allowance Payment may not be withheld or deducted from the premium received.

CHARGEBACKS: If a policy terminates within twenty-four months from the Policy Effective Date, a percent of the compensation and EAP paid will be charged back. The percentage is based on the amount of time from the Policy Effective Date, as shown in the Compensation Chargeback Schedule Table below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN TWENTY-FOUR MONTHS FROM THE POLICY EFFECTIVE DATE: Loans or withdrawals taken within twenty-four months from the Policy Effective Date will result in a partial chargeback of compensation and EAP. The chargeback is equal to a percent of the compensation and EAP paid on the amount of the loan or withdrawal. The percentage is based on the Compensation Chargeback Schedule Table.

If a loan taken within two years of the Policy Effective Date is repaid during the first two years from the Policy Effective Date, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

Compensation Schedule
For
Nationwide YourLife® Guaranteed Level Term Series

Issued by Nationwide Life and Annuity Insurance Company

This is an amendment to the Exhibit A, Compensation Schedule, of the General Agent Agreement, between Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company and the General Agent. Exhibit A, Compensation Schedule, is amended as follows:

CONTRACT	**CONTRACT NUMBER**
COMPENSATION (for all ages and all underwriting classes):	
Nationwide YourLife® 10-Year Guaranteed Level Term	**NWLA-490-AO ICC13-NWLA-490**
Year 1 Premium:	Compensation is 70% of premium received minus policy fee
Years 2+ Premium:	Compensation is 0%
Nationwide YourLife® 15-Year Guaranteed Level Term	**NWLA-490-AO ICC13-NWLA-490**
Year 1 Premium:	Compensation is 75% of premium received minus policy fee
Years 2+ Premium:	Compensation is 0%
Nationwide YourLife® 20-Year Guaranteed Level Term	**NWLA-490-AO ICC13-NWLA-490**
Year 1 Premium:	Compensation is 80% of premium received minus policy fee
Years 2+ Premium:	Compensation is 0%
Nationwide YourLife® 30-Year Guaranteed Level Term	**NWLA-490-AO ICC13-NWLA-490**
Year 1 Premium:	Compensation is 85% of premium received minus policy fee
Years 2+ Premium:	Compensation is 0%

CONTRACT	**CONTRACT NUMBER**
COMPENSATION (for all ages and all underwriting classes):	
20-Year Term Spouse Rider	**NWLA-492-AO - ICC13-NWLA-492**
Year 1 Premium:	Compensation is 35% of premium received minus policy fee
Years 2+ Premium:	Compensation is 0%

CONTRACT	**CONTRACT NUMBER**
COMPENSATION (for all ages and all underwriting classes):	
Child Rider	**NWLA-437-AO- ICC09-NWLA-437**
Year 1 Premium:	Compensation is 23.5% of premium received
Years 2+ Premium:	Compensation is 0%

CHARGEBACKS: If a policy or rider terminates within twenty-four months from the date of issue, a percent of first year compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

UNEARNED PREMIUM CHARGEBACKS: If a policy or rider terminates after the twelfth month from the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY: Reductions in the specified amount during the first two years of the policy will result in a partial chargeback of compensation.

The chargeback of the compensation on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation paid on the amount of the reduction.

For reductions in year 2: 50% of the first year compensation paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

POLICY AND SPOUSE RIDER FEES: Policy and Spouse Rider Fees are not commissionable. The Policy Fee for annual premiums is $75. The Spouse Rider Fee for annual premiums is $65. Modal Policy Fees and Modal Spouse Rider Fees will vary for other premium modes based on the corresponding premium modal factors.

Compensation Schedule
For
Nationwide YourLife® Guaranteed Level Term Series

Issued by Nationwide Life Insurance Company

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent (PPGA). A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACT Nationwide YourLife® 10-Year Guaranteed Level Term Nationwide YourLife® 15-Year Guaranteed Level Term Nationwide YourLife® 20-Year Guaranteed Level Term Nationwide YourLife® 30-Year Guaranteed Level Term		**CONTRACT NUMBER** NWLA--490-NY ICC13-NWLA-490
COMPENSATION (for all ages and all underwriting classes):		**EAP PERCENTAGE**
Year 1 Premium:	Compensation is 55% of premium received minus policy fee	*15% *If sold by PPGA, 15%
Years 2 & 3 Premium:	Compensation is 1.25%	0%
Years 4+:	Compensation is 0%	0%

CONTRACT 20 Year Term Spouse Rider		**CONTRACT NUMBER** NWLA--492-NY ICC13-NWLA-492
COMPENSATION (for all ages and all underwriting classes):		**EAP PERCENTAGE**
Year 1 Premium:	Compensation is 37.5% of premium received minus rider fee	*0% *If sold by PPGA, 0%
Years 2+ Premium:	Compensation is 0%	0%

CONTRACT Children's Insurance Rider		**CONTRACT NUMBER** NWLA-437-NY ICC09-NWLA-437
COMPENSATION (for all ages and all underwriting classes):		**EAP PERCENTAGE**
Year 1 Premium:	Compensation is 25% of premium received	*0% *If sold by PPGA, 0%
Years 2+ Premium:	Compensation is 0%	0%

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each eligible policy issued (excluding any policies issued as internal replacements), Nationwide will pay expense reimbursements calculated as the product of (1) EAP percentage and (2) actual premiums minus policy and rider fees paid in the first policy year. The Expense Allowance Payment may not be withheld or deducted by the General Agent from the premium received.

CHARGEBACKS: If a policy or rider terminates within twenty-four months from the date of issue, a percent of first year compensation and EAP paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

UNEARNED PREMIUM CHARGEBACKS: If a policy or rider terminates after the twelfth month from the date of issue, 100% of the compensation and EAP paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY: Reductions in the specified amount during the first two years of the policy will result in a partial chargeback of compensation and EAP.

The chargeback of the compensation and EAP on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

POLICY AND SPOUSE RIDER FEES: Policy and Spouse Rider Fees are not commissionable. Below are the fees that will be deducted from the premium.

Frequency	**Mode Factors**	**Modal Policy Fee**	**Modal Spouse Rider Fee**
Annual	1.000	$75.00	$65.00
Semi-Annual	0.520	$39.00	$33.80
Quarterly	0.265	$19.88	$17.23
Monthly	0.089	$6.68	$5.79

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife℠ Indexed UL

Issued by Nationwide Life and Annuity Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-453:

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Indexed-Linked Universal Life Insurance Policy, Non-Participating	NWLA-453
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED (for all ages and underwriting classes):	
Premium received in Years 1 - 2:	Compensation is **85%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium in Year 1 and **0.5%** in excess of Commission Target Premium in Year 2.
Premium received in Years 3-10:	Compensation is **0.5%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS ELECTED (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation will be paid over a 5 year period: • First year compensation is **28%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium. • The remaining compensation will be paid in four Annual Compensation Installments in Years 2 – 5 (provided the Rider was not terminated for one of reasons listed below). Each Annual Compensation Installment will be **13%** of the lesser of the (1) premium received in the first year minus loans and withdrawals and (2) commission target premium. If the Rider was terminated for one of the reasons listed below or if the Policy is terminated, any unpaid Annual Compensation Installment(s) will not be paid: owner requests rider to be terminated, premium requirement is not met, loan is taken or transferred, withdrawal is taken, death benefit option is changed, or another rider is added after issue.
Premium received in Year 2:	Compensation is **0.5%** up to the remaining Commission Target Premium plus **0.5%** in excess of the Commission Target Premium.
Premium received in Years 3 – 10:	Compensation is **0.5%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE: 85% Compensation will be paid on the lesser of the (1) amount of premiums received in the 24 months following an increase, and (2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

If the Conditional Return of Premium Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

CHARGEBACKS IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED: If a policy terminates within six months from the date of issue, the full compensation will be charged back. If a policy terminates during months seven through twelve following the date of issue, fifty percent of the compensation will be charged back.

CHARGEBACKS IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS ELECTED: If a policy terminates within forty-eight months from the date of issue, a percent of all compensation paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table if the Conditional Return of Premium Rider is elected:

Month	Chargeback %	Month	Chargeback %	Month	Chargeback %
1-36	100%	41	75%	46	30%
37	95%	42	70%	47	20%
38	90%	43	60%	48	10%
39	85%	44	50%	49+	0%
40	80%	45	40%		

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within six months from the date of an increase in coverage, the full compensation paid on the increase will be charged back. If a policy terminates during months seven through twelve following the date of an increase in coverage, fifty percent of the compensation paid on the increase will be charged back.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of compensation. If the loan is taken in the first six months, the chargeback is equal to 100% of the compensation paid on the amount of the loan. If the loan is taken during months seven through twelve, the chargeback is equal to 50% of the compensation paid on the amount of the loan. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to target.

If a loan taken in the first year is repaid during the first policy year, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE: Loans or withdrawals taken within one year of an increase will result in a partial charge back of compensation. If a loan or withdrawal is taken in the first six months of the increase, the chargeback is equal to 100% of the compensation paid on the lesser of (1) amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section). If a loan or withdrawal is taken during months seven through twelve following an increase, the chargeback is equal to 50% of the compensation paid on the lesser of (1) the amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in covereage (as described in the Increases in Coverage section).

If a loan taken within one year of increase is repaid during the first year following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or 24 months following an increase will result in a partial chargeback of compensation.

The chargeback of the compensation on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation paid on the amount of the reduction (if applicable – the contract does not allow first year reductions).

For reductions in year 2: 50% of the first year compensation paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

ADJUSTED SURRENDER CHARGE (not available if the Conditional Return of Premium Rider is elected): Nationwide will reduce surrender charges on certain policies when issued as part of an employer sponsored employee benefit plan. In exchange for this surrender charge reduction, the General Agent will be assessed a chargeback equal to the amount of the surrender charge reduction. The amount of reduction is based on the year of the policy:

The year one surrender charge is eliminated.
The year two surrender charge is reduced by 90%.
The year three surrender charge is reduced by 75%.
The year four surrender charge is reduced by 50%.

This chargeback will be in addition to any chargeback applicable under the General Agent's agreement for the policy form. The total chargeback will never exceed 100% of compensation paid.

COMPENSATION SCHEDULE
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE FIXED AND INDEXED-LINKED UNIVERSAL LIFE, NON-PARTICIPATING

Nationwide YourLife^{SM} Indexed UL

Issued by Nationwide Life Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWL- 453-NY:
A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACTS	CONTRACT NUMBER
Individual Flexible Premium Adjustable Fixed and Indexed-Linked Universal Life Insurance Policy, Non-Participating	NWL-453-NY
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation is **55%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium.
Premium received in Year 2:	Compensation is **2.5%** up to Commission Target Premium plus **0.5%** in excess of Commission Target Premium.
Premium received in Years 3-10:	Compensation is **0.5%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.
COMPENSATION IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS ELECTED (for all ages and underwriting classes):	
Premium received in Year 1:	Compensation will be paid over a 5 year period: • First year compensation is **11%** up to Commission Target Premium plus **0.75%** in excess of Commission Target Premium. • The remaining compensation will be paid in four Annual Compensation Installments in Years 2 – 5 (provided the Rider was not terminated for one of the reasons listed below). Each Annual Compensation Installment will be **11%** of the lesser of the (1) premium received in the first year minus loans and withdrawals and (2) commission target premium. If the Rider is terminated for one of the reasons listed below or if the Policy is terminated, any unpaid Annual Compensation Installment(s) will not be paid: owner requests rider to be terminated, premium requirement is not met, loan is taken or transferred, withdrawal is taken, death benefit option is changed, or another rider is added after issue.
Premium received in Year 2:	Compensation is **2.5%** up to Commission Target Premium plus **0.5%** in excess of the Commission Target Premium.
Premium received in Years 3 – 10:	Compensation is **0.5%** of premium received in that year.
Premium received in Years 11+:	Compensation is **0.25%** of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

INCREASES IN COVERAGE: 55% Compensation and the applicable EAP listed below will be paid on the lesser of the (1) amount of premiums received in the 12 months following an increase, and (2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

If the Conditional Return of Premium Rider was elected and there is an increase in coverage, the Rider will be terminated and the compensation outlined in the paragraph above will be paid.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each eligible policy issued (excluding any policies issued as internal replacements), Nationwide will pay expense reimbursements calculated as the product of (1) EAP percentage and (2) actual premiums paid in the first policy year up to the commission target premium. If the Conditional Return of Premium Rider is elected, EAP will not be paid on the Annual Compensation Installments in Years 2-5.

		For policies personally produced by Personal Producing General Agents
EAP if the conditional return of premium rider is **not** elected	15%	15%
EAP if the conditional return of premium rider is elected	9%	9%

The Expense Allowance Payment may not be withheld or deducted from the premium received.

CHARGEBACKS IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS NOT ELECTED: If a policy terminates within six months from the date of issue, the full compensation and EAP will be charged back. If a policy terminates during months seven through twelve following the date of issue, fifty percent of the compensation and EAP will be charged back.

CHARGEBACKS IF THE CONDITIONAL RETURN OF PREMIUM RIDER IS ELECTED: If a policy terminates within forty-eight months from the date of issue, a percent of all compensation and EAP paid will be charged back. The percentage is based on the Compensation Chargeback Schedule Table shown below.

Compensation Chargeback Schedule Table if the Conditional Return of Premium Rider is elected:

Month	Chargeback %	Month	Chargeback %	Month	Chargeback %
1-36	100%	41	75%	46	30%
37	95%	42	70%	47	20%
38	90%	43	60%	48	10%
39	85%	44	50%	49+	0%
40	80%	45	40%		

CHARGEBACK ON INCREASE IN COVERAGE: If a policy terminates within six months from the date of an increase in coverage, the full compensation and EAP paid on the increase will be charged back. If a policy terminates during months seven through twelve following the date of an increase in coverage, fifty percent of the compensation and EAP paid on the increase will be charged back.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of compensation and EAP. If the loan is taken in the first six months, the chargeback is equal to 100% of the compensation and EAP paid on the amount of the loan. If the loan is taken during months seven through twelve, the chargeback is equal to 50% of the compensation and EAP paid on the amount of the loan. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to target.

If a loan taken in the first year is repaid during the first policy year, the amount of chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE: Loans or withdrawals taken within one year of an increase will result in a partial charge back of compensation and EAP. If a loan or withdrawal is taken in the first six months of the increase, the chargeback is equal to 100% of the compensation and EAP paid on the lesser of (1) amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section). If a loan or withdrawal is taken during months seven through twelve following an increase, the chargeback is equal to 50% of the compensation and EAP paid on the lesser of (1) the amount of the loan or withdrawal and (2) the premium for which compensation was paid as a result of the increase in coverage (as described in the Increases in Coverage section).

If a loan taken within one year of increase is repaid during the first year following the increase, the amount of the chargeback attributed to the loan repayment will be paid to the General Agent.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or 24 months following an increase will result in a partial chargeback of compensation and EAP.

The chargeback of the compensation and EAP on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions).

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
INDIVIDUAL LAST SURVIVOR FLEXIBLE PREMIUM
ADJUSTABLE SURVIVORSHIP UNIVERSAL LIFE

Nationwide YourLife℠ No-Lapse Guarantee SUL II

Issued by Nationwide Life and Annuity Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-450:

CONTRACTS	CONTRACT NUMBER
Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife℠ NLG SUL II	NWLA-450

PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1-2:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3-10:	Compensation is 0.75% of premium received in that year.
Years 11+:	Compensation is 0.50% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

CHARGEBACKS: In the event a **Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife℠ NLG SUL II** insurance policy shall terminate within twenty-four months from the date of issue, the full compensation paid thereon shall be charged back against the General Agent according to the Compensation Charge Back Schedule Table shown below. Chargebacks may be applied against current and future compensation payable.

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	16	50%
7	95%	17	45%
8	90%	18	40%
9	85%	19	35%
10	80%	20	30%
11	75%	21	25%
12	70%	22	20%
13	65%	23	15%
14	60%	24	10%
15	55%	25+	0

CHARGEBACK ON INCREASE IN COVERAGE: In the event the **Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife℠ NLG SUL II** insurance policy shall terminate within twenty-four months from the date of an increase in coverage, the full compensation paid on premiums received up to the new commission target premium less the previous commission target premium shall be charged back against the General Agent according to the Compensation Charge Back Schedule Table.

<u>SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO</u>: LOANS TAKEN IN THE FIRST 24 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

<u>APPENDIX 1</u>

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE:

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase. For loans or withdrawals taken after the sixth month and before the twenty-fifth month following the increase, the percentage is based on the Compensation Chargeback Schedule Table in this document,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction of the 24 months following an increase will result in a partial chargeback of commission.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation paid on the amount of the reduction.

For reductions in years 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE for INDIVIDUAL LAST SURVIVOR FLEXIBLE PREMIUM ADJUSTABLE SURVIVORSHIP UNIVERSAL LIFE

Nationwide YourLife^{SM} No-Lapse Guarantee SUL II

Issued by Nationwide Life Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the “COMPLIANCE WITH 4228” provision of this schedule.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-450:

CONTRACTS	CONTRACT NUMBER
Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife^{SM} NLG SUL II	NWLA-450
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Year 1:	Compensation is 55% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 2:	Compensation is 2.5% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3 - 10	Compensation is 0.75% of premium received in that year.
Years 11+	Compensation is 0.5% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured’s issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 55% commission and applicable EAP listed below will be paid on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each **Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife^{SM} NLG SUL II** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

*EAP Percentage = 15%

*For policies personally produced by Personal Producing General Agents, EAP Percentage = **15%**

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife^{SM} NLG SUL II** insurance policy shall terminate within twenty-four months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent according to the Compensation Charge Back Schedule Table shown below. Chargebacks may be applied against current and future compensation payable.

Compensation Charge Back Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	16	50%
7	95%	17	45%
8	90%	18	40%
9	85%	19	35%
10	80%	20	30%
11	75%	21	25%
12	70%	22	20%
13	65%	23	15%
14	60%	24	10%
15	55%	25+	0

CHARGEBACK ON INCREASE IN COVERAGE: In the event the **Individual Last Survivor Flexible Premium Adjustable Universal Life – Nationwide YourLife^{SM} NLG SUL II** insurance policy shall terminate within twenty-four months from the date of an increase in coverage, the full compensation and the EAP paid on premiums received up to the new commission target premium less the previous commission target premium shall be charged back against the General Agent according to the Compensation Charge Back Schedule Table.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST 24 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST 24 MONTHS: Loans taken in the first 24 months will result in a partial charge back of commission and EAP (Expense Allowance Payment). Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6. For loans taken after the sixth month and before the twenty-fifth month percentage is based on the Compensation Chargeback Schedule Table in this document,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in months 1 through 6. For loans taken after the sixth month and before the twenty-fifth month percentage is based on the Compensation Chargeback Schedule Table in this document,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST 24 MONTHS: Loans taken in the first 24 months will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first 24 months, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN 24 MONTHS OF INCREASE:

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 12 months following the increase;
or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans taken in months 1 through 6. For loans taken after the sixth month and before the twenty-fifth month percentage is based on the Compensation Chargeback Schedule Table in this document,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within 24 months of increase on which the above chargeback provision applies is repaid within 24 months of the increase, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in months 25+, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE

Nationwide YourLife^{SM} No-Lapse Guarantee UL

Issued by Nationwide Life and Annuity Insurance Company

Effective December 31, 2018, this product is no longer available for solicitation and sale but can continue to be serviced in all other states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-444-AO:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Nationwide YourLife^{SM} No-Lapse Guarantee UL	NWLA-444-AO
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 2 - 10:	Compensation is 0.75% of premium received in that year.
Years 11+:	Compensation is 0.5% of premium received in that year

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

CHARGEBACKS: In the event a **Flexible Premium Universal Life – Nationwide YourLife^{SM} No-Lapse Guarantee UL** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back against the General Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event Nationwide YourLife^{SM} No-Lapse Guarantee UL insurance policy shall terminate within six months from the date of an increase in coverage, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of an increase in coverage, fifty percent of the compensation will be charged back against the General Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST 12 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial charge back of commission. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial chargeback of commission. Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN 12 MONTHS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 12 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within 12 months of increase on which the above chargeback provision applies is repaid within 12 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE

Nationwide YourLife℠ No-Lapse Guarantee UL

Issued by Nationwide Life Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the “COMPLIANCE WITH 4228” provision of this schedule.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWL-444-NY:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Nationwide YourLife℠ No-Lapse Guarantee UL	NWL- 444-NY
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 55% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 2:	Compensation is 2.5% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Years 3 - 10	Compensation is 0.75% of premium received in that year.
Years 11+	Compensation is 0.50% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured’s issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 55% commission and applicable EAP listed below will be paid on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** – **Nationwide Flexible Premium Universal Life** – **Nationwide YourLife℠ No-Lapse Guarantee UL** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

*EAP Percentage = 15%

*For policies personally produced by Personal Producing General Agents, EAP Percentage = **15%**

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife℠ No-Lapse Guarantee UL** insurance policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the General Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event Nationwide YourLife℠ No-Lapse Guarantee UL insurance policy shall terminate within six months from the date of an increase in coverage, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of an increase in coverage, fifty percent of the compensation and EAP will be charged back against the General Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST 12 MONTHS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial charge back of commission and EAP (Expense Allowance Payment). Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST 12 MONTHS: Loans taken in the first 12 months will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN 12 MONTHS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 12 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 12 following the increase,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within 12 months of increase on which the above chargeback provision applies is repaid within 12 months of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
Nationwide YourLife® Current Assumption Universal Life

Issued by Nationwide Life and Annuity Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-370:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life Nationwide YourLife® Current Assumption Universal Life	NWLA-370
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Year 1-2:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 3 - 10:	Compensation is 0.75% of premium received in that year.
Year 11+:	Compensation is 0.5% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife® Current Assumption UL** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the General Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife® Current Assumption UL** insurance policy shall terminate within six months from the date of an increase in coverage, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the General Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1; 100% of compensation paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of compensation paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
Nationwide YourLife® Current Assumption Universal Life
Issued by Nationwide Life Insurance Company

Effective December 31, 2019, this product is no longer available for solicitation and sale but can continue to be serviced in all states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-370-NY:

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the “COMPLIANCE WITH 4228” provision of this schedule.

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life Nationwide YourLife® Current Assumption Universal Life	NWLA-370-NY
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Year 1:	Compensation is 55% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 2:	Compensation is 1.25 of premium received up to commission target premium plus 0.75% of any premium received over commission target premium.
Year 3 - 10:	Compensation is 0.75% of premium received in that year.
Year 11+:	Compensation is 0.5% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured’s issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 55% commission and applicable EAP listed below on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** – **Nationwide YourLife® Current Assumption UL** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

*EAP Percentage = 15%

*For policies personally produced by Personal Producing General Agents, EAP Percentage = **15%**

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife® Current Assumption UL** insurance policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the General Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event a **Nationwide YourLife® Current Assumption UL** life insurance policy terminates within twelve months from the date of an increase in coverage, the full compensation and EAP paid on the increase shall be charged back against the General Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission and EAP (Expense Allowance Payment). Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS OF THE POLICY OR A REDUCTION IN THE 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years of the policy or a reduction in the 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1; 100% of compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE WL SERIES
(includes Nationwide YourLife WL 100 and Nationwide YourLife 20-pay WL)

Issued by Nationwide Life and Annuity Insurance Company

This is an amendment to the Exhibit A, Compensation Schedule, of the General Agent Agreement, between Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company and the General Agent.

THEREFORE, Exhibit A, Compensation Schedule, is amended as follows:

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Series (includes Nationwide YourLife WL 100 and Nationwide YourLife 20-pay WL)		ICC19-NWLA-591
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 85% of premium	
2+	Compensation is 0.50% of premium received in that year	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Children's Term Insurance Rider		ICC19-NWLA-592
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 85% of premium	
2+	Compensation is 0% of premium received in that year	

CHARGEBACKS: If a policy or rider shall terminate within twenty months from the date of issue, the full compensation and EAP paid thereon shall be charged back against the General Agent according to the table below. Chargebacks may be applied against current and future compensation payable.

Month	Chargeback Percent	Month	Chargeback Percent
1	100%	12	45%
2	95%	13	40%
3	90%	14	35%
4	85%	15	30%
5	80%	16	25%
6	75%	17	20%
7	70%	18	15%
8	65%	19	10%
9	60%	20	5%
10	55%	21+	0%
11	50%		

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife WL Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing General Agent Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE WL SERIES
(includes Nationwide YourLife WL 100 and Nationwide YourLife 20-pay WL)
Issued by Nationwide Life Insurance Company

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCEWITH 4228" provision of this schedule.

For policies not produced by Personal Producing General Agents:

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Series		NWLA-591-NY
	Nationwide YourLife WL 100	
Year:	**Compensation** **For ages 0-54 and all underwriting classes:**	EAP Percentage
1	Compensation is 36% of premium	19.5%
2	Compensation is 6.75% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%
	Nationwide YourLife 20-pay WL	
Year:	**Compensation** **For ages 0-54 and all underwriting classes:**	EAP Percentage
1	Compensation is 19% of premium	8.5%
2	Compensation is 6.75% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%

For policies personally produced by Personal Producing General Agents:

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Series		NWLA-591-NY
Nationwide YourLife WL 100		
Year:	**Compensation** **For ages 0-54 and all underwriting classes:**	EAP Percentage
1	Compensation is 30% of premium	15%
2	Compensation is 5.5% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%
Nationwide YourLife 20-pay WL		
Year	**Compensation** **For ages 0-54 and all underwriting classes:**	EAP Percentage
1	Compensation is 15% of premium	5%
2	Compensation is 5.5% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%

For policies not produced by Personal Producing General Agents:

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Series		NWLA-591-NY
Nationwide YourLife WL 100		
Year:	**Compensation** **For ages 55+ and all underwriting classes:**	EAP Percentage
1	Compensation is 36% of premium	19.5%
2	Compensation is 6.75% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%

Nationwide YourLife 20-pay WL		
Year:	**Compensation** **For ages 55+ and all underwriting classes:**	EAP Percentage
1	Compensation is 27% of premium	14.5%
2	Compensation is 6.75% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%

For policies personally produced by Personal Producing General Agents:

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife WL Series		NWLA-591-NY
Nationwide YourLife WL 100		
Year:	**Compensation** **For ages 55+ and all underwriting classes:**	EAP Percentage
1	Compensation is 30% of premium	15%
2	Compensation is 5.5% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%
Nationwide YourLife 20-pay WL		
Year	**Compensation** **For ages 55+ and all underwriting classes:**	EAP Percentage
1	Compensation is 23% of premium	9%
2	Compensation is 5.5% of premium received in that year	0%
3	Compensation is 5% of premium received in that year	0%
4	Compensation is 4.5% of premium received in that year	0%
5+	Compensation is 0.75% of premium received in that year	0%

For all policies:

CONTRACT		CONTRACT NUMBER
Nationwide YourLife WL **20-year Term Spouse Rider**		NWLA-492-NY
Year:	Compensation For all ages and all underwriting classes:	EAP Percentage
1	Compensation is 46% of premium	25.5%

For all policies:

CONTRACT		CONTRACT NUMBER
Nationwide YourLife WL **Children's Term Insurance Rider**		NWLA-592-NY
Year:	Compensation For all ages and all underwriting classes:	EAP Percentage
1	Compensation is 46% of premium	7.5%

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Nationwide YourLife WL Series insurance policy and/or rider issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less the 20 Year Term Spouse Rider fee, if applicable.

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

EAP CHARGEBACKS: In the event a Nationwide YourLife WL Series insurance policy or rider shall terminate within 21 months from the date of issue, the EAP shall be charged back against the General Agent, please see the Compensation Chargeback Schedule Table in the Chargebacks section for the chargeback percentages.

CHARGEBACKS: In the event a Nationwide YourLife WL Series insurance policy or rider shall terminate within twenty-one months from the date of issue, the compensation paid thereon shall be charged back against the General Agent according to the following schedule:

Compensation Chargeback Schedule Table

Month	Chargeback Percent	Month	Chargeback Percent
1	100%	11	50%
2	95%	12	45%
3	90%	13	40%
4	85%	14	35%
5	80%	15	30%
6	75%	16	25%
7	70%	17	20%
8	65%	18	15%
9	60%	19	10%
10	55%	20	5%
		21+	0%

Chargebacks may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife WL Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

All other provisions of the existing General Agent Agreement, as amended remain in effect.

AMENDMENT TO
THE GENERAL AGENT AGREEMENT COMPENSATION SCHEDULE

NATIONWIDE FUTURE EXECUTIVE UNIVERSAL LIFE INSURANCE

Issued by Nationwide Life Insurance Company

This is an amendment to the Exhibit A., Compensation Schedule, of the General Agent Agreement (or "Selling Agreement" as applicable) between Nationwide Life Insurance Company and the General Agent (or "Selling Firm" as applicable).

CONTRACTS	CONTRACT NUMBER
Nationwide Future Executive Universal Life Insurance	Policy Form: L – 5000

Each Premium payment is divided into contributions between Target Premium and Excess Premium. Target Premium is an annual Premium based on the Base Policy Specified Amount (*i.e.*, the Policy without the Additional Term Insurance Rider) and the Insured's age and underwriting class. A portion of each Premium payment is considered a contribution towards Target Premium until the total of such contributions in a policy year equals Target Premium. The portion considered a contribution towards Target Premium is equal to the Premium payment multiplied by the ratio of the Base Policy Specified Amount to the Total Specified Amount. The portion of each Premium payment that exceeds Target Premium is Excess Premium. Once Target Premium has been fully paid, the remainder is paid at Excess Premium rates.

Example: Premium Up to Target Premium x (Up to Target Premium %) + Premium in Excess of Target Premium x (Excess Premium %).

COMPENSATION SCHEDULE:

PREMIUM BASED

Heaped – 0.10% Asset Based (Default): (Non-MEC excluding Single Premium 1035)

	Policy Year 1	Policy Years 2 - 7	Policy Years 8-20	Policy Years 21+
Up to **Target** Premium:	19%	0.75%	0.50%	0%
Excess Premium:	0.50%	0.50%	0.50%	0%

Hybrid – 0.10% Asset Based: (Non-MEC excluding Single Premium 1035)

	Policy Year 1	Policy Years 2 - 7	Policy Years 8 - 20	Policy Years 21+
Up to **Target** Premium:	11%	1.5%	0.50%	0%
Excess Premium:	0.50%	0.50%	0.50%	0%

Level – 0.10% Asset Based: (Non-MEC excluding Single Premium 1035)

	Policy Years 1 - 7	Policy Years 2 - 7	Policy Years 8 - 20	Policy Years 21+
Up to **Target** Premium:	8.25%	2.75%	0.50%	0%
Excess Premium:	0.50%	0.50%	0.50%	0%

Heaped – 0.25% Asset Based: (Non-MEC excluding Single Premium 1035)

	Policy Year 1	Policy Years 2 - 7	Policy Years 8 - 20	Policy Years 21 +
Up to **Target** Premium:	12.75%	1.25%	0.25%	0%
Excess Premium:	0.25%	0.25%	0.25%	0%

Hybrid – 0.25% Asset Based: (Non-MEC excluding Single Premium 1035)				
	Policy Year 1	**Policy Years 2 - 7**	**Policy Years 8 - 20**	**Policy Years 21 +**
Up to **Target** Premium:	11.5%	1.75%	0.25%	0%
Excess Premium:	0.25%	0.25%	0.25%	0%

Level – 0.25% Asset Based: (Non-MEC excluding Single Premium 1035)				
	Policy Year 1	**Policy Years 2 - 7**	**Policy Years 8 - 20**	**Policy Years 21 +**
Up to **Target** Premium:	7.5%	2.25%	0.25%	0%
Excess Premium:	0.25%	0.25%	0.25%	0%

MEC and Single Premium 1035 – 0.10% Asset Based:		
	Policy Year 1	**Policy Years 2 +**
Up to **Target** Premium:	2.5%	0%
Excess Premium:	0%	0%

ASSET BASED	Asset based compensation is paid quarterly and is calculated by multiplying non-loaned cash value as of the last day of the calendar quarter by the applicable percentage and dividing by 4.
Policy Year 1:	No asset based compensation will be paid
Policy Years 2 +:	0.10% or 0.25% on all non-loaned cash value (according to compensation option selected)

NOTE: UNLESS OTHERWISE ELECTED, **HEAPED - 0.10% ASSET BASED** WILL BE THE AUTOMATIC OPTION. ELECTIONS ARE IRREVOCABLE.

EXPENSE ALLOWANCE PAYMENT

An Expense Allowance Payment (EAP) is for reimbursement for expenses that the General Agent incurs on behalf of Nationwide. For each Policy issued (excluding any Policies issued as internal replacements), Nationwide will make an EAP to the General Agent calculated by multiplying the EAP percentage by Target Premium paid in Policy Year 1.

EAP Percentage for Heaped - 0.10% Asset Based Option = 0%

Nationwide shall not be obligated to and will not knowingly pay any compensation that would be in violation of applicable laws, rules or regulations of any jurisdiction, including New York Insurance Law §4228. In the event compensation would exceed the limits of applicable law, General Agent agrees any excess shall be returned to Nationwide or deducted from future compensation.

COMPENSATION ON INCREASES:

If there is an unscheduled increase in the Base Specified Amount where the insured is required by Nationwide to meet underwriting requirements or evidence of insurability, an Increase Target Premium will be calculated on the increase segment. Each increase segment has its own issue age, duration, and charges. Premiums will be apportioned based on Specified Amount between the Original Target Premium, Increase Target Premium, Original Excess Premium, and Increase Excess Premium. Premium based compensation on the Increase Target Premium will apply until the next policy anniversary following the increase. EAP will only be paid on Target Premium attributable to the original Specified Amount.

NOTE: If the Specified Amount is increased and a surrender occurs within one year from the effective date of the increase, **100% of the compensation related to the increase will be subject to chargeback.**

CHARGEBACKS:

In the event of lapse, surrender, 1035 exchange, or cancellation, compensation will be charged back pursuant to the following chargeback schedule:

Commission Chargeback as Percentage of Accumulated Commissions:

Policy Year(s)	Heaped 0.10%	Hybrid 0.10% Heaped 0.25% MEC 0.10%	Level 0.10% Hybrid 0.25% Level 0.25%
1	100%	100%	100%
2	75%	65%	50%
3	50%	35%	0%
4	25%	0%	0%
5 +	0%	0%	0%

In addition to compensation charged back pursuant to the above chargeback schedule, 100% of compensation on premiums paid in the 90-day period prior to lapse, surrender, 1035 exchange, or cancellation will be subject charged back.

In the event of a Policy Loan during Policy Year 1, compensation paid on the loaned money will be charged back in reverse order as the compensation was paid.

The total chargeback is limited to 100% of the accumulated compensation.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE® TERM II SERIES
Issued by Nationwide Life and Annuity Insurance Company

Effective 11/11/2013 or upon the state approval of the Nationwide YourLife® Guaranteed Level Term Series, whichever is earlier, the Nationwide YourLife® Term II Series product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® 10-Year Term II Series Nationwide YourLife® 15-Year Term II Series Nationwide YourLife® 20-Year Term II Series Nationwide YourLife® 30-Year Term II Series		NWLA-436-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes for Specified Amounts less than $500K:	
1	Compensation is 70% of premium including policy fee	
2+	Compensation is 0% of premium received in that year including policy fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® 10-Year Term II Series Nationwide YourLife® 15-Year Term II Series Nationwide YourLife® 20-Year Term II Series Nationwide YourLife® 30-Year Term II Series		NWLA-436-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes for Specified Amounts of $500K or greater:	
1	Compensation is 70% of premium including policy fee	
2+	Compensation is 0% of premium received in that year including policy fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® Term II Series 20 Year Term Spouse Rider		NWLA-438-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 37.5% of premium including rider fee	
2+	Compensation is 0% of premium received in that year including rider fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® Term II Series Children's Insurance Rider		NWLA-437-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 25% of premium	
2+	Compensation is 0% of premium received in that year	

CHARGEBACKS: If a policy or rider terminates within twenty-four months from the date of issue, first year compensation will be charged back against the General Agent according to the table below. Chargebacks may be applied against current and future compensation payable.

Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	16	50%
7	95%	17	45%
8	90%	18	40%
9	85%	19	35%
10	80%	20	30%
11	75%	21	25%
12	70%	22	20%
13	65%	23	15%
14	60%	24	10%
15	55%	25+	0

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife® Term II Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE® TERM II SERIES
Issued by Nationwide Life Insurance Company

Effective 11/11/2013 or upon the state approval of the Nationwide YourLife® Guaranteed Level Term Series, whichever is earlier, the Nationwide YourLife® Term II Series product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

A General Agent submitting a personally produced policy application shall be considered a Personal Producing General Agent. A Personal Producing General Agent is responsible for notifying Nationwide of any policy application that is personally produced by the General Agent. The Personal Producing General Agent shall notify Nationwide prior to or upon its submission to Nationwide of any such policy application. See the "COMPLIANCE WITH 4228" provision of this schedule.

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® 10-Year Term II Series Nationwide YourLife® 15-Year Term II Series Nationwide YourLife® 20-Year Term II Series Nationwide YourLife® 30-Year Term II Series		NWLA-436-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes with Specified Amounts less than $500,000:	**EAP PERCENTAGE**
1	Compensation is 55% of premium including policy fee	15%* *If sold by PPGA, 15%
2+	Compensation is 0% of premium received in that year including policy fee	0%

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® 10-Year Term II Series Nationwide YourLife® 15-Year Term II Series Nationwide YourLife® 20-Year Term II Series Nationwide YourLife® 30-Year Term II Series		NWLA-436-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes with Specified Amounts of $500,000 or greater:	**EAP PERCENTAGE**
1	Compensation is 55% of premium including policy fee	15%* *If sold by PPGA, 15%
2	Compensation is 1.25% of premium received in that year including policy fee	0%
3	Compensation is 1.25% of premium received in that year including policy fee	0%
4+	Compensation is 0% of premium received in that year including policy fee	0%

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® Term II Series 20 Year Term Spouse Rider		NWLA-438-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 37.5% of premium including rider fee	0%
2+	Compensation is 0% of premium received in that year including rider fee	0%

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife® Term II Series Children's Insurance Rider		NWLA-437-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 25% of premium	0%
2+	Compensation is 0% of premium received in that year	0%

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) are separate from and in addition to the compensation rates stated above.

For each Nationwide YourLife® Term II Series insurance policy and/or rider issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums including policy fee.

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Laws, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

CHARGEBACKS: If a policy or rider terminates within twenty-four months from the date of issue, first year compensation and EAP will be charged back against the General Agent according to the table below. Chargebacks may be applied against current and future compensation payable.

Month	Chargeback Percent	Month	Chargeback Percent	Month	Chargeback Percent
1-6	100%	13	65%	20	30%
7	95%	14	60%	21	25%
8	90%	15	55%	22	20%
9	85%	16	50%	23	15%
10	80%	17	45%	24	10%
11	75%	18	40%	25+	0
12	70%	19	35%		

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife® Term II Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the General Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing General Agent Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
LAST SURVIVOR FLEXIBLE PREMIUM UNIVERSAL LIFE
YourLife Survivorship Universal Life

Issued by Nationwide Life and Annuity Insurance Company

Effective 6/1/2011 or upon the state approval of Nationwide YourLife No-Lapse Guarantee SUL II, whichever is later, the YourLife SUL product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-400:

CONTRACTS	CONTRACT NUMBER
Last Survivor Flexible Premium Universal Life – YourLife Survivorship Universal Life	NWLA-400
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium. Premium over the commission target premium for those policies where the **issue age of the younger insured is at or above age 70** (that is, both insured's are above age 70) will be 0.50%.
Years 2 - 10:	Compensation is 1% of premium received in that year.
Years 11+:	Compensation is 0.25% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** – **YourLife SUL** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event a YourLife SUL insurance policy terminates within twelve months from the date of an increase in coverage, the full compensation paid on the increase shall be charged back against the Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(1) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years and first 24 months following an increase will result in a partial chargeback of commission.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
LAST SURVIVOR FLEXIBLE PREMIUM UNIVERSAL LIFE
YourLife Survivorship Universal Life (SUL)

Issued by Nationwide Life Insurance Company

Effective 6/1/2011 or upon the state approval of Nationwide YourLife No-Lapse Guarantee SUL II, whichever is later, the YourLife SUL product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-400-M1:

CONTRACTS	CONTRACT NUMBER
Last Survivor Flexible Premium Universal Life – YourLife Survivorship Universal Life	NWL-400-M1
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
[redacted]	[redacted]
Years 1:	Compensation is 60% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium. Premium over the commission target premium for those policies where the **issue age of the younger insured is at or above age 70** (that is, both insured's are above age 70) will be 0.50%.
Years 2 - 10:	Compensation is 1% of premium received in that year.
Years 11+:	Compensation is 0.25% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% commission and 5% EAP on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Last Survivor Flexible Premium Universal Life** – **YourLife SUL** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

EAP Percentage = 5%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** – **YourLife SUL** insurance policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event a YourLife SUL life insurance policy terminates within twelve months from the date of an increase in coverage, the full compensation and EAP paid on the increase shall be charged back against the Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission and EAP (Expense Allowance Payment). Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(2) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the two years and 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE TERM SERIES
Issued by Nationwide Life and Annuity Insurance Company

Effective 4/1/2011 or upon the state approval of the Nationwide YourLife® Term II Series, which ever is earlier, the Nationwide YourLife® Term Series product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife 10-Year Term Nationwide YourLife 20-Year Term		NWLA-360-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 85% of premium less policy fee	
2+	Compensation is 0% of premium received in that year less policy fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife 30-Year Term		NWLA-360-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 85% of premium less policy fee	
2+	Compensation is 0% of premium received in that year less policy fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife Term Series 20 Year Term Spouse Rider		NWLA-353-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 95% of premium less rider fee	
2+	Compensation is 0% of premium received in that year less rider fee	

CONTRACT		**CONTRACT NUMBER**
Nationwide YourLife Term Series Children's Insurance Rider		NWLA-351-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	
1	Compensation is 65% of premium	
2+	Compensation is 0% of premium received in that year	

CHARGEBACKS: In the event a Nationwide YourLife Term Series insurance policy or rider shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Chargebacks may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife Term Life Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

COMPENSATION SCHEDULE
FOR
NATIONWIDE YOURLIFE TERM SERIES
Issued by Nationwide Life Insurance Company

Effective 4/1/2011 or upon the state approval of the Nationwide YourLife® Term II Series, whichever is earlier, the Nationwide YourLife® Term Series product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

CONTRACT Nationwide YourLife 10-Year Term Nationwide YourLife 20-Year Term		**CONTRACT NUMBER** NWLA-360-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 60% of premium less policy fee	5%
2	Compensation is 0% of premium received in that year less policy fee	0%
3	Compensation is 0% of premium received in that year less policy fee	0%
4+	Compensation is 0% of premium received in that year less policy fee	0%

CONTRACT Nationwide YourLife 30-Year Term		**CONTRACT NUMBER** NWLA-360-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 60% of premium less policy fee	5%
2	Compensation is 0% of premium received in that year less policy fee	0%
3	Compensation is 0% of premium received in that year less policy fee	0%
4+	Compensation is 0% of premium received in that year less policy fee	0%

CONTRACT Nationwide YourLife Term Series 20 Year Term Spouse Rider		**CONTRACT NUMBER** NWLA-353-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 60% of premium less rider fee	35%
2+	Compensation is 0% of premium received in that year less rider fee	0%

CONTRACT Nationwide YourLife Term Series Children's Insurance Rider		**CONTRACT NUMBER** NWLA-351-AO
YEAR	**COMPENSATION** For all ages and all underwriting classes:	**EAP PERCENTAGE**
1	Compensation is 60% of premium	5%
2+	Compensation is 0% of premium received in that year	0%

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Nationwide YourLife Term Series insurance policy and/or rider issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less policy fee.

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

COMPLIANCE WITH NY 4228: The Agent agrees that no payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Laws, such overpayment shall be charged against and deducted from future compensation due to the Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

EAP CHARGEBACKS: In the event a Nationwide YourLife Term Series insurance policy or rider shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent. In the event a termination takes place after the twelfth month and before the twenty-fifth month after the date of issue, fifty percent of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a Nationwide YourLife Term Series insurance policy or rider shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Chargebacks may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide YourLife Term Life Series policy or rider shall terminate after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing Producer and Commission Assignment Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
Nationwide YourLife℠ ULtimate

Issued by Nationwide Life and Annuity Insurance Company

The Nationwide YourLife ULtimate product is no longer available for solicitation and sale but can continue to be serviced in all other states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-333:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Nationwide YourLife℠ ULtimate	NWLA-333
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 85% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium. Premium over the commission target premium for those policies with issue ages at and above age 70 will be 0.25%.
Years 2 - 10:	Compensation is 0.75% of premium received in that year.
Years 11+:	Compensation is 0.75% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 85% of the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife℠ Ultimate** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event Ultimate life insurance policy shall terminate within twelve months from the date of an increase in coverage, the full compensation paid on the increase shall be charged back against the Agent.

<u>SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO</u>: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(3) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years and first 24 months following an increase will result in a partial chargeback of commission.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
Nationwide YourLife[SM] ULtimate

Issued by Nationwide Life Insurance Company

The Nationwide YourLife ULtimate product is only available for policies issued in Puerto Rico. This product is no longer available for solicitation and sale but can continue to be serviced in all other states. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWL- L-4839:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Nationwide YourLife[SM] ULtimate	NWL- L-4839
PREMIUM BASED COMPENSATION ONLY—NO TRAIL:	
Years 1:	Compensation is 60% of premium received up to commission target premium plus 0.75% of any premium received over commission target premium. Premium over the commission target premium for those policies with issue ages at and above age 70 will be 0.25%.
Years 2 -10:	Compensation is 0.75% of premium received in that year.
Years 11+:	Compensation is 0.75% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% commission and 5% EAP on the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** – **Nationwide YourLife[SM] Ultimate** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the Agent expense reimbursements calculated as the product of 1) EAP percentage and 2) actual premiums paid in the first policy year up to the commission target premium.

EAP Percentage = 5%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Nationwide YourLife[SM] Ultimate** insurance policy shall terminate within six months from the date of issue, the full compensation and EAP (Expense Allowance Payment) paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation and Expense Allowance Payment will be charged back against the Agent.

CHARGEBACK ON INCREASE IN COVERAGE: In the event Ultimate life insurance policy shall terminate within twelve months from the date of an increase in coverage, the full compensation paid on the increase and the EAP shall be charged back against the Agent.

SEE APPENDIX 1 FOR MORE DETAILS ON COMMISSION PROVISIONS RELATED TO: LOANS TAKEN IN THE FIRST TWO YEARS, LOAN REPAYMENTS, INCREASES, REDUCTIONS, ETC.

APPENDIX 1

CHARGEBACK ON LOANS TAKEN IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial charge back of commission and EAP (Expense Allowance Payment). Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission and EAP (Expense Allowance Payment). Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions and EAP (Expense Allowance Payment) earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(4) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission and EAP (Expense Allowance Payment) paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the two years and 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
NATIONWIDE GUARANTEED LEVEL TERM SERIES
Issued by Nationwide Life and Annuity Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

CONTRACTS	CONTRACT NUMBER
Guaranteed Level Term Life Insurance To Age 95 Policy 10 Year Guaranteed Level Term Spouse Rider 20 Year Guaranteed Level Term Spouse Rider	NWLA-224 NWLA-225 NWLA-226
COMPENSATION For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium less policy fee.
Years 2 +	Compensation is 0% of premium received in that year less policy fee.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Nationwide Guaranteed Term Series policy and or riders issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less policy fee; where,

EAP Percentage = 35.00%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series life insurance policy or riders shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent. In the event a termination takes place after the twelfth month and before the twenty-fifth month after the date of issue, fifty percent of the EAP shall be charged back against the Agent. EAP Charge backs may be applied against current and future compensation payable.

CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series life insurance policy or riders shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Charge backs may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series contract terminates after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing Producer and Commission Assignment Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
NATIONWIDE GUARANTEED LEVEL TERM SERIES
Issued by Nationwide Life Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

CONTRACTS	CONTRACT NUMBER
Guaranteed Level Term Life Insurance To Age 80 Policy 10 Year Guaranteed Level Term Spouse Rider 20 Year Guaranteed Level Term Spouse Rider	L-4825, et.al. L-4826, et al L-4827, et al
COMPENSATION For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium less policy fee.
Years 2 – 10	Compensation is 5% of premium received in that year less policy fee.
Years 11 +	Compensation is 0% of premium received in that year less policy fee.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Nationwide Guaranteed Term Series policy and or riders issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less policy fee; where,

EAP Percentage = 35.00%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series life insurance policy or riders shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent. In the event a termination takes place after the twelfth month and before the twenty-fifth month after the date of issue, fifty percent of the EAP shall be charged back against the Agent. EAP Charge backs may be applied against current and future compensation payable.

CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series life insurance policy or riders shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Charge backs may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Nationwide Guaranteed Level Term Series contract terminates after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

The Agent agrees that no payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing Producer and Commission Assignment Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
CHILDREN'S INSURANCE RIDER

Issued by Nationwide Life and Annuity Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

CONTRACTS	CONTRACT NUMBER
Children's Insurance Rider	NWLA-227
COMPENSATION For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium less policy fee.
Years 2 +	Compensation is 0% of premium received in that year less policy fee.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Children's Insurance Rider issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less policy fee; where,

EAP Percentage = 5%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a Children's Insurance Rider shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent. In the event a termination takes place after the twelfth month and before the twenty-fifth month after the date of issue, fifty percent of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a Children's Insurance Rider shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Charge backs may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Children's Insurance Rider terminates after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing Producer and Commission Assignment Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
CHILDREN'S INSURANCE RIDER
Issued by Nationwide Life Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

CONTRACTS	CONTRACT NUMBER
Children's Insurance Rider	L-4828
COMPENSATION For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium less policy fee.
Years 2 +	Compensation is 0% of premium received in that year less policy fee.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each Children's Insurance Rider issued (excluding any policies or riders issued as internal replacements), Nationwide will pay to the Agent expense reimbursements based on first year paid premiums calculated as the product of: 1) EAP Percentage and 2) Premiums less policy fee; where,

EAP Percentage = 5%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

The Agent agrees that no payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

EAP CHARGEBACKS: In the event a Children's Insurance Rider shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent. In the event a termination takes place after the twelfth month and before the twenty-fifth month after the date of issue, fifty percent of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a Children's Insurance Rider shall terminate within twelve months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the twelfth and before the twenty-fifth month after the date of issue, fifty percent of the first year compensation will be charged back against the Agent. Charge backs may be applied against current and future compensation payable.

UNEARNED PREMIUM CHARGEBACKS: In the event a Children's Insurance Rider terminates after the twelfth month after the date of issue, 100% of the compensation paid on Unearned Premium will be charged back against the Agent. Unearned Premium is premium paid that is not yet due. Unearned Premiums are returned to the policyholder upon life insurance policy termination.

This amendment also applies to state-specific versions of these contract form numbers.

All other provisions of the existing Producer and Commission Assignment Agreement, as amended remain in effect.

COMPENSATION SCHEDULE
FOR
LAST SURVIVOR FLEXIBLE PREMIUM UNIVERSAL LIFE
SURVIVORSHIP LEGACY PROVIDER UNIVERSAL LIFE

Issued by Nationwide Life and Annuity Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-182:

CONTRACTS	CONTRACT NUMBER
Last Survivor Flexible Premium Universal Life – Survivorship Legacy Provider Universal Life	NWLA-182
PREMIUM BASED COMPENSATION ONLY—NO TRAIL: For all ages and all underwriting classes:	
Years 1 - 2:	Compensation is 60% of premium received up to commission target premium plus 1% of any premium received over commission target premium.
Years 3 – 10:	Compensation is 1% of premium received in that year.
Years 11+:	Compensation is 0% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy. No EAP is paid for increases in coverage.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Last Survivor Flexible Premium Universal Life** – **Survivorship Legacy Provider Universal Life** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the Agent expense reimbursements calculated as the product of: 1) EAP percentage and 2) the lesser of: a) actual premiums paid in the first two policy years up to the commission target premium and b) planned renewal premium requested by the owner in the application for insurance where,

EAP Percentage = 25%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** – **Survivorship Legacy Provider Universal Life** insurance policy shall terminate within twenty-four months from the date of issue, 100% of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** –**Survivorship Legacy Provider Universal Life** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the Agent.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first two years will result in a partial charge back of commission and EAP. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:
A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

The chargeback of the EAP is calculated as:
A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of loan plus the commission target premium less the premiums paid,

B equals 100%,

C equals the amount of EAP earned, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission and EAP. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and
D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:
Zero, if no premiums have been paid within 24 months following the increase;
or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(5) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the two years and 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
LAST SURVIVOR FLEXIBLE PREMIUM UNIVERSAL LIFE
SURVIVORSHIP LEGACY PROVIDER UNIVERSAL LIFE

Issued by Nationwide Life Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

FOR POLICIES ISSUED UNDER CONTRACT FORM L-4769:

CONTRACTS	CONTRACT NUMBER
Last Survivor Flexible Premium Universal Life – Survivorship Legacy Provider Universal Life	L-4769
PREMIUM BASED COMPENSATION ONLY—NO TRAIL: For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium received up to commission target premium plus 1% of any premium received over commission target premium.
Years 2 – 10:	Compensation is 1% of premium received in that year.
Years 11+:	Compensation is 0% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% of the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums based on the duration of the policy. No EAP is paid for increases in coverage.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Last Survivor Flexible Premium Universal Life** – **Survivorship Legacy Provider Universal Life** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the Agent expense reimbursements calculated as the product of: 1) EAP percentage and 2) the lesser of: a) actual premiums paid in the first policy year up to the commission target premium and b) planned renewal premium requested by the owner in the application for insurance where,

EAP Percentage = 25%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** – **Survivorship Legacy Provider Universal Life** insurance policy shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a **Last Survivor Flexible Premium Universal Life** –**Survivorship Legacy Provider Universal Life** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back against the Agent.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of commission and EAP. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:
A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

The chargeback of the EAP is calculated as:
A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of loan plus the commission target premium less the premiums paid,

B equals 100%,

C equals the amount of EAP earned, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST YEAR: Loans taken in the first year will result in a partial chargeback of commission and EAP. Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and
D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:
Zero, if no premiums have been paid within 12 months following the increase;
or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(6) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within one year of increase on which the above chargeback provision applies is repaid within one year of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the two years and 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The Agent agrees that no payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
UL Protector

Issued by Nationwide Life Insurance Company

As of January 1, 2009, this amendment is for the purpose of servicing existing contracts only. This amendment does not permit the Agent to submit applications for new contracts for this product after December 31, 2008.

FOR POLICIES ISSUED UNDER CONTRACT FORM LIFE 4440:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life UL Protector	Life 4440, et.al.
PREMIUM BASED COMPENSATION For all ages and all underwriting classes:	
Year 1:	Compensation is 60% of premium up to compensation target premium plus 1.25% of any premium over compensation target premium.
Years 2+	Compensation is 0.5% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the target premium of the policy in question. Target Premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% of the lessor of 1) the amount of premiums paid in the 12 months following an increase, and 2) target premium following the increase less the previous target premium. Compensation on premiums in excess of the target premium following the increase less the previous target premium will be 5% of such premiums. No EAP is paid for increases in coverage.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the Agent expense reimbursements calculated as the product of : 1) EAP percentage; and 2) actual first year premiums paid up to the Target Premium

EAP Percentage = 0%

Nothing in this Agreement shall be construed as giving the Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

The Agent agrees that no payment will be used by the agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.

EAP CHARGEBACKS: In the event a universal life insurance policy shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the Agent.

CHARGEBACKS: In the event a universal life insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back against the Agent.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of commission and EAP. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to target.

The charge back of the commissions earned on premiums paid in excess of target is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium. Where:

A equals the lesser of the amount of the loan and the premiums paid in excess of target.

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums received in excess of target, and

D equals the premiums paid in excess of target.

The charge back of the commissions earned on premiums paid up to excess of target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums up to target, and

D equals the lesser of the premiums paid and the commission target premium.

The charge back of the EAP is calculated as :

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of loan plus the target premium less the premiums paid,

B equals 100%

C equals the amount of EAP earned, and

D equals the lesser of the premiums paid and the commission target premium.

In the event that a loan taken in the first year on which the above chargeback provision applies is repaid within the first policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of target premiums, and secondly repayment of premiums in excess of target.

THE CHARGE BACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE:

The charge back of the commissions earned on increases is calculated as:

The charge back of the commissions earned on premiums paid in excess of new target less the previous target is calculated as:

Zero, if premiums paid have not exceeded new target less the previous target;

or A times B times C divided by D, if premiums paid have exceeded the new target less the previous target. Where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new target less the previous target.

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received in excess of target, and

D equals the premiums paid in excess of target

The charge back of the commissions earned on premiums paid up to the new target less the previous target is calculated as:

Zero, if no premiums have been paid within 12 months following the increase.

A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser (1) and (2), where

(1) equals new target less the prior target, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received up to the new target less the previous target, and

D equals the lesser of the premiums paid within 12 months following the increase and the new target less the prior target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST FOUR YEARS: Reductions in the specified amount during the first four years will result in a partial chargeback of commission and EAP.

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year commission paid on the amount of the reduction (if applicable – the contract does not allow first year reductions)
For reductions in year 2: 75% of the first year commission paid on the amount of the reduction.
For reductions in year 3: 50% of the first year commission paid on the amount of the reduction.
For reductions in year 4: 25% of the first year commission paid on the amount of the reduction.
For reductions in year 5 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
LEGACY PROVIDER UNIVERSAL LIFE

Issued by Nationwide Life and Annuity Insurance Company

SERVICING ONLY

The Legacy Provider Universal Life product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM NWLA-162:

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Legacy Provider Universal Life	NWLA-162
PREMIUM BASED COMPENSATION ONLY—NO TRAIL: For all ages and all underwriting classes:	
Years 1 - 2:	Compensation is 60% of premium received up to commission target premium plus 3% of any premium received over commission target premium.
Years 3 – 10:	Compensation is 3% of premium received in that year.
Years 11+:	Compensation is 1% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% of the lesser of 1) the amount of premiums received in the 24 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums commission option selected at issue and the duration of the policy. No EAP is paid for increases in coverage.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** – **Legacy Provider Universal Life** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of: 1) EAP percentage and 2) the lesser of: a) actual premiums paid in the first two policy years up to the commission target premium and b) planned renewal premium requested by the owner in the application for insurance where,

EAP Percentage = 55%

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Legacy Provider Universal Life** insurance policy shall terminate within twenty-four months from the date of issue, 100% of the EAP shall be charged back against the General Agent.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** –**Legacy Provider Universal Life** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the twenty-fifth month after the date of issue, fifty percent of the compensation will be charged back against the General Agent.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first two years will result in a partial charge back of commission and EAP. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 24,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

The chargeback of the EAP is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of loan plus the commission target premium less the premiums paid,

B equals 100%,

C equals the amount of EAP earned, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST TWO YEARS: Loans taken in the first two years will result in a partial chargeback of commission and EAP. Such loans, if repaid in the first two policy years, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN TWO YEARS OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 24 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(7) equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 24 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 24 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within two years of increase on which the above chargeback provision applies is repaid within two years of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years and first 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPENSATION SCHEDULE
FOR
FLEXIBLE PREMIUM UNIVERSAL LIFE
LEGACY PROVIDER UNIVERSAL LIFE

Issued by Nationwide Life Insurance Company

SERVICING ONLY

The Legacy Provider Universal Life product will no longer be available for solicitation and sale but can continue to be serviced. Subsequent payments will still be accepted on existing Contracts.

FOR POLICIES ISSUED UNDER CONTRACT FORM: L-4761

CONTRACTS	CONTRACT NUMBER
Flexible Premium Universal Life – Legacy Provider Universal Life	
PREMIUM BASED COMPENSATION ONLY—NO TRAIL: For all ages and all underwriting classes:	L-4671
Year 1:	Compensation is 60% of premium received up to commission target premium plus 3% of any premium received over commission target premium.
Years 2 – 10:	Compensation is 3% of premium received in that year.
Years 11+:	Compensation is 1% of premium received in that year.

Compensation is based on the relationship between premiums (received and accepted) and the commission target premium of the policy in question. Commission target premiums vary by type of product, type of rider, insured's issue age, sex, specified amount and the underwriting risk classification.

COMPENSATION ON INCREASES IN COVERAGE: Compensation for an increase in coverage will be paid at the rate of 60% of the lesser of 1) the amount of premiums received in the 12 months following an increase, and 2) commission target premium following the increase less the previous commission target premium. Compensation on premiums in excess of the commission target premium following the increase less the previous commission target premium will receive the appropriate percentage of such premiums commission option selected at issue and the duration of the policy. No EAP is paid for increases in coverage.

EXPENSE ALLOWANCE PAYMENT: All Expense Allowance Payments (EAP) will be paid as earned and are separate from and in addition to the compensation rates stated above.

For each **Flexible Premium Universal Life** – **Legacy Provider Universal Life** policy issued (excluding any policies issued as internal replacements), Nationwide will pay to the General Agent expense reimbursements calculated as the product of: 1) EAP percentage and 2) the lesser of: a) actual premiums paid in the first policy year up to the commission target premium and b) planned renewal premium requested by the owner in the application for insurance where,

EAP Percentage = 39%

Nothing in this Agreement shall be construed as giving the General Agent the right to withhold or deduct an Expense Allowance Payment from premium it shall receive.

EAP CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Legacy Provider Universal Life** insurance policy shall terminate within twelve months from the date of issue, 100% of the EAP shall be charged back against the General Agent.

CHARGEBACKS: In the event a **Flexible Premium Universal Life** – **Legacy Provider Universal Life** insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back against the General Agent. In the event a termination takes place after the sixth and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back against the General Agent.

CHARGEBACK ON FIRST YEAR LOANS: Loans taken in the first year will result in a partial charge back of commission and EAP. Loans are considered a reduction of premiums in excess of commission target premium, and secondly a reduction of premiums paid up to commission target premium.

The chargeback of the commissions earned on premiums paid in excess of the commission target premium is calculated as:

Zero, if premiums paid have not exceeded target;

or A times B times C divided by D, if premiums paid have exceeded the commission target premium, where:

A equals the lesser of the amount of the loan and the premiums paid in excess of the commission target premium,

B equals 100% for loans taken in months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to target is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of the loan plus the commission target premium less the premiums paid,

B equals 100% for loans taken in the months 1 through 6 and 50% for loans taken in months 7 through 12,

C equals the amount of commission paid on premiums up to the commission target premium, and

D equals the lesser of the premiums paid and the commission target premium.

The chargeback of the EAP is calculated as:

A times B times C divided by D, where:

A equals the greater of 0 (zero), and the lesser of amount of the loan and the amount of loan plus the commission target premium less the premiums paid,

B equals 100%,

C equals the amount of EAP earned, and

D equals the lesser of the premiums paid and the commission target premium.

COMPENSATION ON LOAN REPAYMENTS IN THE FIRST YEAR: Loans taken in the first year will result in a partial chargeback of commission and EAP. Such loans, if repaid in the first policy year, will result in a repayment of the chargeback of commission originally taken on the loan.

CHARGEBACK OF INCREASE COMMISSION DUE TO LOANS OR WITHDRAWALS TAKEN WITHIN ONE YEAR OF INCREASE: The chargeback of the commissions earned on premiums paid in excess of new commission target premium less the previous commission target premium is calculated as:

Zero, if premiums paid have not exceeded new commission target premium less the previous commission target premium;

or A times B times C divided by D, if premiums paid have exceeded the new commission target premium less the previous commission target premium, where:

A equals the lesser of the amount of the loan and/or withdrawal and the premiums paid in excess of new commission target premium less the previous commission target premium,

B equals 100% for loans and/or withdrawals taken in months 1 through 6 following the increase and 50% for loans taken in months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received in excess of the commission target premium, and

D equals the premiums paid in excess of commission target premium.

The chargeback of the commissions earned on premiums paid up to the new commission target premium less the previous commission target premium is calculated as:

Zero, if no premiums have been paid within 12 months following the increase;

or A times B times C divided by D, where:

A equals the greater of 0 (zero) and the lesser of (1) and (2), where

(8) equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium, and

(2) equals the amount of the loan or withdrawal,

B equals 100% for loans or withdrawals taken in the months 1 through 6 following the increase and 50% for loans or withdrawals taken months 7 through 12 following the increase,

C equals the amount of commission paid on premiums received up to the new commission target premium less the previous commission target premium, and

D equals the lesser of the premiums paid within 12 months following the increase and the new commission target premium less the prior commission target premium.

In the event that a loan taken within one year of increase on which the above chargeback provision applies is repaid within one year of the increase policy year, the amount of the chargeback attributed to the amount of the loan repayment will be paid as compensation. Loan repayments will first be considered repayment of the increase in commission target premium, and secondly repayment of premiums in excess of the new commission target premium.

CHARGEBACK ON REDUCTIONS DURING THE FIRST TWO YEARS AND 24 MONTHS FOLLOWING AN INCREASE: Reductions in the specified amount during the first two years and first 24 months following an increase will result in a partial chargeback of commission and EAP (Expense Allowance Payment).

The chargeback of the commissions earned on premiums paid in the first policy year is calculated as:

For reductions in year 1: 100% of the first year compensation and EAP paid on the amount of the reduction (if applicable – the contract does not allow first year reductions),

For reductions in year 2: 50% of the first year compensation and EAP paid on the amount of the reduction.

For reductions in year 3 or later, no chargeback will apply.

COMPLIANCE WITH NY 4228: The General Agent agrees that no payment will be used by the agent or General Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Laws. In the event overpayment is made to the General Agent by Nationwide, because life compensation payments together with expense allowance payments exceed applicable limits of Section 4228 of the New York Insurance Law, such overpayment shall be charged against and deducted from future compensation due to the General Agent by Nationwide until paid in full. Nationwide will not knowingly permit to be paid, by any payor, payments in excess of this Plan.