



## Nationwide Agent Contracting Packet Instruction Sheet and Check List

### We look forward to working with you

Attached is the Contracting Packet required in order to sell Nationwide's Fixed Life products.

Please read Nationwide's Business Practices and Compliance Guide (BPCG) located at <https://nationwidefinancial.com/resources/support/business-practices>. By signing the Independent Agent Agreement and the Agency Agreement, you are acknowledging that you and your producing agents understand and agree to abide by the BPCG.

This PDF packet contains the following fillable forms which need to be read, completed (signatures are required) and returned to your BGA:

### For the Agent:

- Independent Agent Agreement** (Pg. 3-15) - review the agreement and then enter the Agent name on Pg. 3, complete the address and sign the agreement on Pg. 15. ***Please do not date the first page of the agreement.***
- Nationwide Financial Independent Agent Information Form** (Pg. 16) - complete the form in its entirety.
- Nationwide Commission Producer ACH Payment Form** (Pg. 17-18) - required for all agents that will receive compensation directly from Nationwide (a voided check is required).
- IRS Form W-9** (Pg. 19-24)
- Release Authorization and Fair Credit Reporting Act Disclosure** (Pg. 25) – provide authorization to review your background.
- Business Associate Agreement** (Pg. 26-32) – required for all agencies that will be selling life insurance products with Long Term Care components. Review the agreement, then sign and complete the information on the last page.
- Anti-Money Laundering Training** (Pg. 33) - review Nationwide's Anti-Money Laundering Training on the RegEd Platform. Nationwide will also accept AML training from any other vendor. If LIMRA training is completed and no other verification is available, please complete the LIMRA AML Verification Form on Pg. 34.

\*Include the Course Completion Certificate with your completed packet.

### Provide the following supporting documents:

- Copy of insurance license**
- Copy of E&O Certificate**
- Copy of Voided check**

### We're On Your Side

Nationwide is on your side and we're here to help. However, due to the nature of our agreements with your BGA, please direct any questions regarding the Agent Contracting Packet to your BGA. If your BGA is unable to assist you, feel free to contact Nationwide Licensing at [BGALANDC@nationwide.com](mailto:BGALANDC@nationwide.com) or call at 1-800-321-6064 X4353049 (Option 2).

Once you have reviewed all of the materials and completed the required forms, please return the packet to your BGA for review and submission to Nationwide.

We look forward to a long and prosperous relationship.

## INDEPENDENT AGENT AGREEMENT

### FIXED FINANCIAL SERVICES PRODUCTS

This Independent Agent Agreement (“Agreement”) is effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company (collectively, “Company”), and \_\_\_\_\_ ( “Agent”, together with Company “Parties”).

### BACKGROUND

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

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

**Expectations for Agents.** Company expects the sales activities of Agent to result in the placement of insurance products with customers. Agents are expected and hereby required to market and offer the Insurance Products in a professional and ethical manner, observing high standards of commercial honor and just and equitable principles of trade. Agent represents that it will conduct itself, and that its employees, contractors, agents and representatives will conduct themselves, in an ethical, legal, and socially acceptable manner in all dealings with Company and its employees, contractors, agents and representatives.

### 1. AUTHORIZATION

#### 1.1 Appointment.

- a. Company authorizes the Agent who is properly licensed under state law and appointed under existing Company guidelines, to solicit applications for Insurance Products on behalf of Company using forms, rates and guidelines provided by Company
- b. Company requires the Agent to ensure all Insurance Products are sold in compliance with the standards established by state and federal laws and regulations, for each individual insured/owner and contract holder, and to provide information to Company related to the compliance with such standards as required by Insurance Product applications, processing instructions and upon request;
- c. Company requires the Agent to promptly deliver contracts and policies when the conditions governing such delivery have been met;
- d. Company authorizes the Agent to collect the initial contract payment or modal premium necessary to place in force or to reinstate a policy in the form of a check payable to Company, or another form of payment agreed to by Company, following all applicable state and/or federal laws and regulations; and
- e. Company authorizes the Agent to service the contract holder or policy owner.

#### 1.2 Company Independence. Each life insurance company’s life and annuity products are separately underwritten and are the sole obligation of the issuing insurer.

- 1.3 Status.** The Agent is an independent contractor and not an employee of Company. Company represents that it will conduct itself, and that its employees, contractors, agents and representatives will conduct themselves, in an ethical, legal, and socially acceptable manner in all dealings with Agent and its employees, contractors, agents and representatives.
- 1.4 Instructions.** In performing its obligations under this Agreement, Agent shall comply with all lawful rules, practices, instructions, regulations, procedures and guidelines (collectively, the "Instructions"), to include the **Company's Business Practices & Compliance Guide ("BPCG")**, as may be established by Company from time to time. Company will provide notice to Agent of Instructions and any changes thereto by the same method Company communicates with its field force and not in accordance with the notice provisions set forth in Section 11.6 of this Agreement.
- 1.5 Limitations.** Unless otherwise authorized in writing by Company, Agent shall have no authority on behalf of Company to:
- a. make, waive, or change any questions, statements, or answers on any application for an Agent agreement or any application for Insurance Products, the terms of any receipt given thereon, or the terms of any policy or contract itself;
  - b. extend or waive any provision of any policy or contract or the time for contract payments or payment of premiums;
  - c. deliver any policy unless the health of the insured(s) is substantially unchanged from the date of the application;
  - d. incur any debts or liability for or against Company;
  - e. receive any money for Company except premiums as authorized in this Agreement, in the form of a check payable to Company;
  - f. misrepresent, or fail to disclose accurately, the terms or nature of Company's contracts and policies;
  - g. pay any premiums on contracts or policies other than the Agent's own, the Agent's immediate family members, or for which the Agent is a fiduciary;
  - h. solicit business in a state where the contract/policy isn't approved for sale;
  - i. violate any published Company policy or Instructions on viatical sales and/or stranger-originated or terminally-ill owner or annuitant life policy or annuity contract sales;
  - j. violate any applicable federal or state laws and/or regulations;
  - k. violate any Company Instructions.
- 1.6 No Rebating.** The Agent shall not, whether or not permitted by law, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly.

## 2. AGENT RESPONSIBILITIES

- 2.1 Advertising.** No advertising or sales material referencing the Company Insurance Products or Company itself, may be used without Company's prior written consent.
- 2.2 Insurance.** The Agent shall obtain and maintain a professional errors and omissions liability policy with minimum limits as published from time to time by Company. To the extent not covered by liability insurance, the Agent shall hold harmless and indemnify Company, its subsidiaries and affiliates, from any and all expenses, costs, causes of action, penalties and damages resulting from or growing out of acts or omissions by the

Agent that results in a loss in accordance with the Indemnification Section contained herein.

- 2.3 Legal Compliance and Licensing.** The Agent shall at all times hold, maintain and keep in good standing all licenses, registrations and appointments necessary to perform its duties hereunder. Agent also agrees to abide by all applicable local, state and federal laws and regulations, and Company Instructions, related to sales practices and suitability of life and annuity insurance products, and agrees to provide to Company all information related to suitability as required by Insurance Product applications, processing instructions and upon request.
- 2.4 Suitability and Training.** Agent agrees to participate in, timely complete and provide evidence of completion upon request of all training and education required by applicable local, state and federal laws and regulations and the Company Instructions, particularly training related to life and annuity suitability. Company shall be under no obligation to permit an Agent to offer or sell Insurance Products or to issue a particular Insurance Product unless and until Company's suitability and training requirements and Instructions have been satisfied.
- 2.5 Property.** Agent shall return to Company upon termination of this Agreement or on demand, all property of Company, including but not limited to all records, manuals, supplies, policy forms and applications.
- 2.6 Security Codes.** Agent and designated staff shall be responsible for the confidentiality of any access number(s), password(s) and account number(s) (collectively referred to as "Security Codes") provided to Agent by Company. Agent shall be liable for all transactions entered through the use of Agent's Security Codes. All transactions received by Company through the use of Agent's Security Codes will be deemed to have been executed by Agent. Agent shall immediately notify Company upon becoming aware of any unauthorized use, loss or theft of Agent's Security Codes.
- 2.7 Use of Electronic Documents and Signatures.** Agent may submit documents to Company that have been electronically signed, provided that Agent complies with all applicable laws and regulations including without limitation the Electronic Signatures in Global and National Commerce Act ("ESIGN") and the Uniform Electronic Transactions Act ("UETA"), as enacted by the states. Agent shall maintain electronic records and an appropriate audit trail of all processes and documents utilized in obtaining electronic signatures. If Agent has the capability, such electronic records and audit trail shall be provided in its submission of electronically signed documents to Company. Agent shall only use documents approved by Company. Upon Company's reasonable request, Agent shall furnish records to evidence compliance with relevant laws and regulations and shall provide assistance as needed to defend the electronic documents and signatures if contested. Company reserves the right to audit Agent's electronic signature process.

### 3. RECORDS AND REPORTING

- 3.1 Records.** The Agent shall maintain, and Company shall have the right to inspect and audit, all records and documents relating to the business of Company conducted by the Agent, or the Agent's employees. This provision shall survive any termination of this Agreement.
- 3.2 Cooperation.** Agent shall cooperate and use its best efforts to provide such other records and reports as Company may require in connection with this Agreement and the services contemplated hereunder.
- 3.3 Territory.** This Agreement does not confer any exclusive right or territory upon the Agent.

- 3.4 Crimes of Dishonesty.** The Agent represents and warrants to Company that neither the Agent, nor any Agent's employee or the Agent's representative providing services according to the terms of this Agreement has been convicted in any jurisdiction of any crime involving dishonesty or breach of trust.
- 3.5 Investigations; Customer Complaints.** The Agent agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Insurance Products, Company, or the Agent. The Agent shall permit appropriate federal and state insurance and other regulatory authorities to audit the Agent's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Agent is complying with all applicable laws and/or regulations. As described in the BPCG, the Agent hereby agrees to and shall (a) promptly notify and report to Company all customer complaints and regulatory inquiries ("Complaints") with respect to the Insurance Products, and/or Company and/or the Agent related to the offer, sale or servicing of Insurance Products (b) fully cooperate with Company in resolving all such Complaints, and (c) provide all records and information related to such Complaints to Company upon request. This provision shall survive any termination of this Agreement.

#### 4. COMPENSATION

**Payment of Compensation.** Generally, Company agrees to pay compensation with respect to the Insurance Products as set forth on Exhibit A of the compensation schedules attached to this Agreement ("Compensation Schedule"), subject to any chargebacks, as further described in this Agreement and the Compensation Schedules.

- 4.1 Modifications.** The Compensation Schedule may be modified or amended by Company at any time. Company may, in its sole discretion, determine commissions to be paid on products not provided for in the Commission Schedule. Notice of changes to the Compensation Schedule may be made through US Mail, email, internet, or any other form of electronic communication. Company agrees to use its best efforts to provide advance written notice of such changes, if any.
- 4.2 Payment Procedure.** Compensation shall be made payable directly to the Agent on behalf of the Distributor. For the avoidance of doubt, Company shall not be responsible for such payments and shall not be liable for the fulfillment of any obligation of the Distributor to the Agent. Company will provide to the Agent, as an independent contractor, a Form 1099, but Company will not be responsible to Agent for any income tax withholding. Agent agrees to accept all compensation payments via electronic means agreed to by the Parties, including but not limited to transmission through wire or Automated Clearing House ("ACH") to the account specified by the Agent.
- 4.3 Compensation Not Vested.** Compensation is not vested. All commissions, if any, shall be paid by Company to Agent with respect to the Insurance Products where Agent is listed as the agent of record on or before the date of termination of this Agreement. In the event Company receives notification to transfer a contract or policy paying trail commissions to a new agent, all subsequent commissions whether trail commissions or premium-based, as of the calendar quarter in which the transfer becomes effective, will be paid to the new agent of record. In the event a contract or policy paying trail commissions is surrendered, rescinded or otherwise canceled ("Terminated"), no trail commissions will be paid for the calendar quarter in which the contract or policy is terminated and for every quarter thereafter. This section (d) shall not be superseded by any right of offset or other remedy Company may have with respect to monies owed by Agent or by the new agent of record.

- 4.4 Chargebacks.** The Agent is personally responsible for funds due to Company, including but not limited to, chargebacks as described in the Compensation Schedule.
- 4.5 Right of Set-Off.** With respect to any compensation owed by Company to the Agent, Company shall have the right to set off against and deduct from such compensation (i) any monies or indebtedness due and owing by the Agent to Company, and (ii) any damages, costs or expenses incurred by Company arising out of a breach of this Agreement by the Agent.
- 4.6 Other Restrictions.** The following additional restrictions shall apply:
- a. No applications will be accepted on Insurance Products which are not approved in the state where written.
  - b. Company reserves the right to reject any applications submitted under this Agreement.
  - c. Company may in its discretion settle any claim of applicants, contract holders, policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in the marketing of the contract or policy.
  - d. In order to receive any compensation, the Agent must be licensed and appointed with Company in the contract or policy's state of issue at the time of contract or policy issue.
  - e. The Agent is not eligible for any benefits provided by Company.
- 4.7 Distributor Compensation.** Compensation due to the Distributor shall be payable directly to the Distributor by Company, or as necessary to meet all applicable legal requirements, to the licensed Distributor affiliate. Payments shall be made in accordance with the Distributor Agreement and the Compensation Schedules attached thereto; subject to compensation payable to the Agent and/or Sub Distributor, as applicable.
- 4.8 Miscellaneous.** Notwithstanding any other provisions of this Agreement, Company shall not be obligated to pay any compensation which would be in violation of the applicable laws, rules or regulations of any jurisdiction.

## 5. PRIVACY AND DATA SECURITY/CONFIDENTIALITY OF INFORMATION

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

Confidential Information does not include information that (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party or no violation of this Agreement; (ii) was lawfully received by the receiving party from a third party free of any obligation of confidence of such third party; (iii) was already in the possession of the receiving party prior to the receipt thereof directly or indirectly from the disclosing party as evidenced by written documentation, or; (iv) is subsequently and independently developed by employees, consultants, or agents of the receiving party without reference to or use of the Confidential Information disclosed under this Agreement as evidenced by written documentation.

**Permitted Disclosure of Confidential Information.** Any disclosure by the receiving party of any of the disclosing party's Confidential Information pursuant to applicable

federal, state, or local law, regulation, or a valid order, subpoena, discovery request, or other similar judicial or administrative process issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall be subject to the terms of this Section. Before making any such disclosure, the receiving party shall, to the extent permitted by applicable laws, provide the disclosing party with:

1. prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and
2. reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the receiving party remains subject to a Legal Order to disclose Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party's legal counsel, such Legal Order requires the receiving party to disclose and, on the disclosing party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

**Personal Information.** For purposes of this Section, "Personal Information" means: (1) personally identifying information that is expressly defined as a regulated category of data under applicable data privacy or data protection laws; (2) any "nonpublic personal information" as defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations promulgated thereunder as they may be amended from time to time, and; (3) information that relates to an identifiable person including without limitation an individual's Social Security number, driver's license number, payment account number, financial account number, medical or health information, and user name or email address information when used in combination with an access code that would permit access to an online account.

Personal Information shall not include information that is not personally identifiable, ("De-identified Information"). De-identified Information may be used by Company and/or its service providers for research, product development, and for other business purposes.

**Data Security and Confidentiality.** The parties acknowledge and agree that, in the course of performing their obligations under this Agreement, each may receive or have access to Personal Information. Both parties agree to comply with all applicable federal and state laws, rules, and regulations related to safeguarding Personal Information and reporting security breaches involving Personal Information. Each party represents and warrants that it has implemented and maintains appropriate systems and procedures, including administrative, physical and technical safeguards reasonably designed to (i) ensure the security and confidentiality of Personal Information, (ii) to protect against any anticipated hazards or threats to the security or integrity of such Personal Information, and (iii) to protect against any unauthorized access to or use of Personal Information which could result in a substantial harm or inconvenience to the parties to this Agreement or their affiliates, or to their mutual customers. Furthermore, both parties agree that they shall: (i) keep and maintain all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure; (ii) use and disclose Confidential Information to perform its obligations under the Agreement, and/or in accordance with its privacy notice; and (iii) limit disclosure to those authorized parties who



have a need to know Confidential Information for purposes of performing services under this Agreement.

Agent acknowledges that data, including e-mail, electronic communications, and personal financial data, may be accessed by unauthorized third parties when communicated between Agent and Company. Agent hereby agrees to use industry acceptable data security practices for transmitting data across computer networks or telecommunications facilities. In addition, Agent agrees to use a commercially available virus detection/scanning program updated with the then available latest virus definitions and signature following its routine testing procedures prior to any attempt to access Company's computing systems and/or networks. Without limiting the foregoing, Agent shall use commercially reasonable efforts to avoid the transmission of any virus from its own systems to Company's systems.

In the event that the Agent learns or has reason to believe that Personal Information provided to it by Company has been accessed or acquired by an unauthorized party compromising the security, confidentiality, or integrity of such Personal Information ("Security Breach"), the Agent shall: (a) promptly investigate the Security Breach, (b) use commercially reasonable efforts, at its own cost and expense, to remedy consumer harm done as a result of such Security Breach, and (c) notify Company of the Security Breach concurrent with notification to affected individuals, such notice to include (i) the nature of the Security Breach, (ii) the specific Personal Information involved in the Security Breach, (iii) the identity, if known, of the persons or entities who received, or are anticipated to receive Personal Information as a result of the Security Breach, and (iv) the corrective action that has been or will be taken to mitigate the harm done as a result of the Security Breach.

(a) **Security Codes.** Agent shall keep confidential any login credentials including but not limited to user names, access numbers, and passwords (collectively referred to as "Security Codes") provided to Agent by Company. Agent shall be liable for all transactions entered through the use of Security Codes. All transactions received by Company through the use of Security Codes will be deemed to have been executed by Agent. Agent shall immediately notify Company upon becoming aware of any unauthorized use, loss, or theft of Security Codes.

(b) **Company Network** means all networks or systems owned or operated by Company or on behalf of Company, including public cloud-based systems and networks, leased networks and circuits, co-located datacenter facilities, system components, and all connections and authorized accesses to such components.

(i) In the event that Agent uses accesses, or connects to the Company Network, Agent's information security program must comply with the National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity, the International Organization for Standardization and the International Electrotechnical Commission (ISO/IEC) 27000 family of standards, or other applicable industry standards for information security.

(ii) Except as otherwise approved by Company in writing, Agent shall logically separate its access or connection to the Company Network from Agent's access or connection to any network of Agent's other customers. Agent shall only allow users who have been authorized by Company to use, access, or connect to the Company Network.

(iii) If Agent uses devices that are not provided by Company to access or connect to

the Company Network, Agent shall appropriately secure such devices, including by routinely checking such devices for computer viruses or malware using up-to-date anti-virus software and anti-spyware in accordance with industry standard practices. Unless otherwise agreed in writing by the Parties, Agent shall not use its security devices, utilities, scripts, or other hardware or software to scan the Company Network or attempt to circumvent Company's security controls.

(iv) If Agent obtains Access Codes (means the codes, including account codes, passwords, user identifications, or such other means, to control or permit access to the Company Network) to the Company Network, Agent shall keep confidential and be responsible for such Access Codes.

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

## **6. TCPA COMPLIANCE**

Agent agrees that it shall comply with all material aspects and requirements of the Telephone Consumer Protection Act ("TCPA") when conducting any telemarketing activities to consumers in connection to this Agreement. Agent agrees to maintain records of their TCPA compliance processes and procedures, including, but not limited to, records of obtaining a consumer's prior express written consent in connection with any telemarketing activities (collectively "Records"). Upon request, Agent shall promptly provide to Company a copy of these Records.

Agent agrees to defend, indemnify, and hold harmless the Company, its Affiliates, and their respective officers, directors, employees, agents, contractors, successors, and assigns, from and against any and all damages, losses, fines, penalties, costs, expenses, liabilities, and other fees (including reasonable attorneys' fees), arising from or relating to any actual, alleged, or threatened claims, demands, investigations, or causes of action related or in connection to Agent's TCPA obligations and telemarketing activities.

## **7. ANTI-MONEY LAUNDERING**

Agent shall comply with all applicable and effective anti-money laundering (AML) laws, regulations, and rules including, but not limited to, the Bank Secrecy Act, its implementing regulations, and related rules promulgated by applicable regulators. Agent shall also comply with the laws and regulations administered by the Office of Foreign Assets Control ("OFAC"). Agent shall read and abide by all AML requirements as communicated in the BPCG Section 12 (or as may be amended) "Anti-Money Laundering", as well as Section 6.1 "Prohibited Forms of Payments and Transfers." Agent acknowledges that Company shall rely on Agent's understanding of these provisions in discharging its responsibilities under the BPCG.

Agent shall obtain and provide complete and accurate information as required by all Contract applications, other documentation, or as requested by Company. Agent agrees to accept only specified methods of payment. These acceptable payment methods will be provided to the Agent separately and may be updated from time to time without amending the Agent Agreement.

Agent shall report to Company, without any undue delay, any unusual or suspicious activity

or transaction involving customers and/or potential customers and involving the Contracts. Notice shall be made to the AML/OFAC Contact by email, which may change from time to time, to the applicable email stated in the Notice Section of this Agreement. The Agent shall ensure that any activity reported to Company remains confidential and that any report submitted to Company and/or any information related to such report is not disclosed to the customer(s) involved in such report or to any third party. Providing notice to Company of any suspicious activity shall not relieve Agent of any duty it may independently have to report suspicious activities.

If any investigation arises under this Section involving Contracts, Agent agrees to fully cooperate with Company in the investigation. Agent will cooperate even if the investigation commences or continues after this Agreement is terminated. Agent further agrees to fully cooperate with Company's regular independent testing of the effectiveness of its AML program.

Agent agrees to complete initial and ongoing AML training. If Agent completes AML training from another insurance company or from a competent third party, then Agent agrees to provide Company sufficient information to verify the adequacy of the training program.

Agent shall provide a certification, upon request, to Company regarding Agent's compliance with the requirements of this Section. Company shall provide a certification, upon request, to Agent of its compliance with AML laws, regulations and rules. Agent's obligations under this Section will continue even after the termination of this agreement.

## 8. INDEMNIFICATION

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

- a. any material misrepresentation or omission, or alleged misrepresentation or omission involving the sales subject to this Agreement, provided that such misrepresentations or omissions are not caused by Company;
- b. any failure by Agent, its Agents or affiliated agencies, whether negligent or intentional, to perform the duties and discharge the obligations contemplated in this Agreement;
- c. any fraudulent, unauthorized or wrongful act or omission by Agent, its Agents or affiliated agencies;
- d. Agent's misuse, modification and/or unauthorized use of the Marks or any claims that the Marks or materials provided to Company by Agent pursuant to this Agreement constitute an infringement of title, copyright, trademark or other intellectual property rights of a third party, or piracy, plagiarism, or unfair competition or idea misappropriation under implied or express contract or any other cause of action in any way related to the Marks or materials provided to Company by Agent pursuant to this Agreement; and
- e. Any and all actions conducted on the part of Agent resulting from a finding by any regulatory agency with jurisdiction over Company that a sale of a Contract was unsuitable.

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

No party shall indemnify the other party to the extent that the losses, claims, damages, liabilities or legal expenses incurred by the indemnified party arise out of the indemnified party's willful misfeasance, bad faith, or gross negligence in the performance of its duties, or through the reckless disregard of the indemnified party's duties, under this Agreement.

Promptly after receipt by an indemnified party of written notice of the commencement of any complaint, investigation, proceeding, or action which the indemnified party knows or reasonably, from the written notice received should know, might give rise to a right on its behalf to be indemnified, in whole or in part, pursuant to this section, such indemnified party shall, if a claim is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the omission to so notify the indemnifying party shall not relieve it from any liability which it may otherwise have to the indemnified party, except to the extent the indemnifying party is actually harmed by such failure or delay to so notify. The indemnified party may, at its own expense, elect to participate in the defense or settlement of any such claim with counsel of its choice. No compromise or settlement may be committed to without the indemnified party's prior written approval (which shall not be unreasonably withheld, conditioned, or delayed).

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

## 9. AMENDMENT

**9.1 Amendment.** Company may at any time and from time to time: change or modify this Agreement, including the Compensation Schedule, as set forth in section 4 of this Agreement; modify or amend any contract or policy form; fix minimum and maximum limits on the amount for which any contract or policy form may be issued; modify or alter the conditions or terms under which any contract or policy forms may be sold; discontinue or withdraw any contract or policy from any state, without prejudice to continue such form elsewhere; and cease doing business in any state.

## 10. TERMINATION

### 10.1 Termination.

- a. Without Cause. Any party to this Agreement may terminate the Agreement without cause upon 30 days' written notice to the other parties.
- b. For Cause. Company may terminate this Agreement for cause at any time, without prior written notice, if the Agent:
  - (1) fails to comply with the laws or regulations of any state or other governmental agency or body having jurisdiction over the sale of insurance or securities;
  - (2) misappropriates or commingles any money or property belonging to Company or a contract holder or policy owner;
  - (3) subjects Company to any actual or potential liability due to misfeasance, malfeasance, or nonfeasance;
  - (4) commits any fraud upon Company or a contract holder or policy owner, or misrepresents contract or policy benefits, provisions or premiums, or

- misrepresents any information on a Company application or required form;
- (5) has an assignment for the benefit of creditors;
  - (6) files a voluntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent;
  - (7) has a liquidator or trustee appointed over its affairs and such appointment shall not have been terminated and discharged within sixty (60) days of such appointment;
  - (8) fails to reimburse Company for monies owed; or
  - (9) commits a material breach of this Agreement, Company Instructions or Company contract or policy provisions relating to Agent conduct.

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

- c. Automatic Termination. This Agreement automatically terminates upon:
  - (1) the Agent's death or inability to perform the Agent's responsibilities under this Agreement;
  - (2) failing to maintain in force specified amounts of a professional errors and omissions liability policy;
  - (3) a determination by Company that the Agent induced or attempted to induce Company contract holders and policy owners to relinquish or replace Company contracts and policies with such frequency as to indicate a pattern of inappropriate activity; or
  - (4) failure to maintain all state and federal licenses, registrations, and/or appointments as required by the regulating entity or jurisdiction.
- d. Agent Access upon Termination. Upon termination of this Agreement, Company may, at its sole discretion, terminate Agent's access to contract holders and policy owners, including any records related thereto.
- e. Indebtedness. Termination will not dismiss or reduce any indebtedness the Agent owes Company, its subsidiaries or affiliates.
- f. Company Property. All Company supplied material, including but not limited to, manuals, forms, supplies, sales brochures, software, or lists of contract owners and policy holders or insured persons shall be and remain the property of Company and shall not be shared with, or made known to, any third party without the written consent of Company. Upon termination of this Agreement for any reason, the Agent agrees:
  - (1) to assemble and deliver promptly to Company all such material (including copies), whether in hard copy form or otherwise; and
  - (2) not to use any such material for the Agent's commercial purposes or for that of any other entity.

## 11. MISCELLANEOUS

- 11.1 Assignment.** This Agreement shall be binding upon the parties and their respective successors and assigns. Agent may not assign or pledge any rights under this Agreement

without the prior written consent of Company.

- 11.2 Non-Waiver.** Failure of Company to require strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect the right of Company thereafter to require such compliance.
- 11.3 Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or the officers of the corporation who are licensed and appointed with Company.
- 11.4 Prior Contracts.** This Agreement shall supersede any and all prior contract(s) between the Agent and Company, however, any outstanding indebtedness shall survive.
- 11.5 Service of Process.** The Agent is not an authorized agent or representative of Company to accept service of legal process, and therefore, the Agent should not accept such service. If, however, any paper is served upon the Agent, the Agent shall send by certified mail the same to Company General Counsel within 24 hours after its receipt.
- 11.6 Notice.** Communications sent pursuant to provisions of this Agreement shall be in writing, shall be delivered personally or sent by U.S. mail, email, or commercial courier and shall be deemed given upon mailing. However, any notice of change of address shall be deemed given only upon receipt by the party to be notified.

If to Company:

Nationwide Life Insurance Company  
and/or Nationwide Life and Annuity Insurance Company  
Attn: NF Licensing, Registrations & Commissions,  
Associate Vice President  
1000 Yard Street, GH-3B-LCO1  
Grandview Heights, OH 43212  
Email: AskAgree@nationwide.com

If to Company (AML or OFAC reporting only):

Nationwide Life Insurance Company  
and/or Nationwide Life and Annuity Insurance Company  
Attn: Office of Compliance, FCSC 3-11-307  
One Nationwide Plaza  
Columbus, OH 43215  
Telephone: 1-877-406-4747  
E-mail (if OFAC): [OFAC@nationwide.com](mailto:OFAC@nationwide.com)  
E-mail (if AML): [AMLReview@nationwide.com](mailto:AMLReview@nationwide.com)

If to Agent: At the address set forth on the signature page hereto or to such other address as Agency may from time to time designate by written notice to Company.

- 11.7 Governing Law.** This Agreement shall be governed by the laws of the State of Ohio. It shall be construed in accordance with Ohio law applicable to contracts made and to be performed there.
- 11.8 Entire Contract.** This Agreement constitutes the entire agreement by and among the parties and no party shall be bound by any other promise, contract, understanding or

representation unless it is made by an instrument in writing, signed by an authorized officer of Company or in the case of the Agent a party who is authorized to bind the Agent.

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

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

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

By: \_\_\_\_\_  
Title: Associate Vice President

By: \_\_\_\_\_  
**AGENT**

Printed Name of Agent: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Email: \_\_\_\_\_



**Nationwide®**

**Nationwide Financial**  
**Independent Agent Information Form**  
Nationwide Life Insurance Company  
Nationwide Life and Annuity Insurance Company  
PO Box 182835, Columbus, OH 43218-2835  
Phone: 800-321-6064 • Fax: 877-634-5264 • nationwide.com

**ALL INFORMATION IS REQUIRED UNLESS NOTED AS "If Applicable" • Please print legibly or type**

**1. Demographic Information**

Full Name (exactly as shown on insurance license): \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Residential Phone: \_\_\_\_\_

Residential Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

State(s) where business will be sold: \_\_\_\_\_

**NOTE: Broker/Dealer/Firm must be licensed/appointed in the state(s)**

Producer's Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Business Cell: \_\_\_\_\_ Business Email: \_\_\_\_\_

**2. Background Information - MUST BE COMPLETED BY PRODUCER**

**Please attach a detailed letter of explanation and provide supporting documents for any "Yes" answer to the following questions:**

Question	YES	NO
1. Have you ever been convicted of, pled no contest to, or are currently under indictment or have a case pending for any felony or misdemeanor excluding minor traffic violations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you currently indebted to any insurance company? Do you, or any company you control, currently have or ever had a bankruptcy, unsatisfied judgments, liens, or garnishments against you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you, or any company you control, ever been the subject of any litigation, arbitration, or E&O claim, had a complaint filed against you, or have any of the above pending?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever had an appointment cancelled by an insurance company for reasons other than a lack of production?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any Broker/Dealer, Investment Advisory firm or financial institution (bank, etc.) ever terminated your registrations or employment for any reason other than lack of production?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you, or any company you control, ever been suspended, barred, investigated, disqualified or disciplined by any state or federal agency or any self regulatory organization?	<input type="checkbox"/>	<input type="checkbox"/>

**3. Signature (required)**

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

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

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

Producer's Name (Please Print): \_\_\_\_\_

**Producer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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**Nationwide®**

**Producer Recurring Electronic Funds  
Deposit Authorization**

Nationwide Life Insurance Company  
Nationwide Life and Annuity Insurance Company

**1. General Information (please print)**

**Producer Information:**

Name: \_\_\_\_\_ Last 4 digits of SSN: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**2. Important Information**

**What you need to do**

Please fill out this form and return it along with a voided check or savings deposit form. We also suggest you keep a copy of this Authorization for your records.

**NOTE:** If payment date falls on a weekend or holiday, funds will be deposited the following business day.

**3. Electronic Deposit (please print)**

**Banking Information**

**Annuity Commissions (if applicable):**

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

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type:  Checking  Savings

Name on the Account: \_\_\_\_\_

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

**Life Commissions (if applicable):**  Same as Annuity Commissions

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

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type:  Checking  Savings

Name on the Account: \_\_\_\_\_

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

**Retirement Plan Commissions (if applicable):**  Same as Annuity and/or Life Commissions

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

Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type:  Checking  Savings

Name on the Account: \_\_\_\_\_

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

### 3. Electronic Deposit (continued)

**For Commercial Bank Account Owners Only:** Each of Nationwide and the Commercial Bank Account Owner identified on this form agree to be bound by Nacha Operating Rules and acknowledges that the origination of ACH transactions to this account must comply with applicable U.S. Law.

**Stopping Electronic Deposits:** Please fill out this form carefully as we rely on this information to complete transactions. Any error arising from the data provided shall be your responsibility. You understand that your authorization allows us to initiate one or more ACH credits (deposits) to this account, unless you instruct us to stop. To terminate this authorization, notify us by calling 614-435-3047 or by sending a written request to the fax number, email, or mailing address below. Notify Nationwide at least five (5) business days before you want the termination to take effect to allow us and your bank to take action.

Notice to terminate this Authorization shall in no way affect credit or debit entries initiated prior to actual receipt and processing of termination notice. You understand that Nationwide may suspend this Authorization at any time.

**Joint Account Owners:** If this bank account is a joint account, authorization by one bank account owner constitutes authorization by all bank account owners - whether a current owner of this account or added after this authorization is signed.

### 4. Signature

By signing this Authorization, you authorize Nationwide Life Insurance Company and/or Nationwide Life and Annuity Insurance Company to electronically credit (and/or correct by electronic debit) any payments due to you at any time to the bank account(s) listed above, as allowed by U.S. law. You authorize your bank to accept these transactions and credit or debit your account accordingly. The bank account information is for depository purposes only. All earned commissions, and any resulting tax reporting documents, will be made solely in the name of the duly licensed and appointed Producer as specified in accordance with your contractual selling agreement with Nationwide.

**Authorized Information:**

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Submit to Nationwide



**Return by email:** bgalandc@nationwide.com



**Submit by regular mail:**  
Nationwide Financial Licensing Services  
P.O. Box 182021  
Columbus, OH 43215



**For More Information:** Call 614-435-3047  
**Return by fax:** 877-634-5264



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





**Release Authorization and Fair Credit Reporting Act Disclosure (For Conducting Business Transactions)**

Nationwide Life Insurance Company  
Nationwide Life and Annuity Insurance Company  
PO Box 182021, Columbus, OH 43218-2021  
Phone: 800-848-6331 • Fax: 877-634-5264 • nationwide.com

**1. Important**

I \_\_\_\_\_ am requesting an appointment with Nationwide and acknowledge Nationwide may now, or at any time while a business relationship exists, make an independent investigation, including an investigative consumer report, of my background, references, character, past employment, education, criminal or police records, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

Please be advised that you have the right to request, in writing, within a reasonable time, that Nationwide make a complete and accurate disclosure of the nature and scope of the information requested.

In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, Nationwide will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Consumer Financial Protection Bureau's web site (www.consumerfinance.gov/learnmore) or by writing to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Nationwide or any of its affiliates. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my business relationship.

**2. For Maine and New York Applicants Only**

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

**NOTE:** Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

**3. For Washington Applicants Only**

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

**4. For California, Minnesota, and Oklahoma Applicants Only**

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

- If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.  Yes (Initials: \_\_\_\_\_)  No (Initials: \_\_\_\_\_)
- If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.  Yes (Initials: \_\_\_\_\_)  No (Initials: \_\_\_\_\_)

\*California applicants: If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

**5. Signature (required)**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Business Associate Agreement

**Effective Date:** \_\_\_\_\_

This Business Associate Agreement (this “Agreement”) is entered into on the “Effective Date” indicated above by and between the Business Associate and Nationwide Life Insurance Company and Nationwide Life and Annuity Insurance Company (together the “Covered Entity”), each individually referred to herein as a “Party” or collectively the “Parties.” The Parties have entered into this Agreement for purposes of complying with the federal Health Insurance Portability and Accountability Act of 1996 and its implementing Privacy, Security, Breach Notification, and Enforcement Rules found at 45 C.F.R. Parts 160 and 164, as adopted by HHS and as they may be amended from time to time (the “HIPAA Rules” or “HIPAA”).

## RECITALS

**WHEREAS**, Business Associate provides insurance product distribution and sales services on behalf of Covered Entity (“Services”);

**WHEREAS**, in connection with Services, Covered Entity discloses to Business Associate, or Business Associate collects on behalf of Covered Entity, PHI that is subject to protection under the HIPAA Rules; and

**WHEREAS**, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

**NOW THEREFORE**, in consideration to the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. Definitions.** For purposes of this Agreement, the terms below shall have the meanings given to them in this Section. The terms used in the Agreement that are not otherwise defined shall have the meaning assigned to those terms in HIPAA, including its statute, regulations, and other official government guidance. To the extent HIPAA or a regulation is amended, this Agreement shall be modified automatically with regard to the Agreement’s defined terms and undefined terms to correspond to the meaning of the terms as defined in HIPAA and/or applicable regulations.
  - A. Breach Notification Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Part 164.
  - B. Breach of Unsecured PHI** shall have the meaning given to the terms “Breach” and “Unsecured Protected Health Information” at 45 C.F.R. § 164.402.
  - C. Business Associate** shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the Party to this Agreement, as defined above.
  - D. Covered Entity** shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and in reference to the Party to this Agreement, as defined above.
  - E. Data Aggregation** shall have the meaning given to that term at 45 C.F.R. § 164.501.
  - F. Electronic Transactions Rule** shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
  - G. Electronic Protected Health Information (“Electronic PHI”)** shall have the meaning given to that term at 45 C.F.R. § 160.103.
  - H. HHS** shall mean the U.S. Department of Health and Human Services.
  - I. HIPAA Privacy Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Parts 160 and 164, as may be amended from time to time.
  - J. HIPAA Security Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Parts 160 and 164, as may be amended from time to time.

- K. Protected Health Information (“PHI”)** shall have the same meaning given such term in 45 C.F.R. § 160.103 and is limited to information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity pursuant to this Agreement.
- L. Required by Law** have the meaning given to that term at 45 C.F.R. § 164.103.
- M. Security Incident** shall have the meaning given to that term at 45 C.F.R. § 164.304. For the avoidance of doubt, “material Security Incident” shall not include any pings, port scans or other routine, non-material attempts at accessing Business Associate’s systems that in Business Associate’s reasonable determination do not compromise the security or privacy of the Covered Entity’s PHI.

**II. Privacy and Security of Protected Health Information.**

**A. Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose PHI only as set forth below:

- 1. Except as otherwise provided in this Agreement, Business Associate may create, maintain, receive, transmit, store, use or disclose PHI as reasonably necessary to carry out its duties under the Agreement, or to provide Services described herein, or as Required by Law.
- 2. In connection with the Services provided by Business Associate to or on behalf of Covered Entity, Business Associate shall make reasonable efforts to use, disclose, and request of Covered Entity only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate agrees to comply with HIPAA minimum necessary requirements at 45 C.F.R. § 164.502(b).
- 3. Except as otherwise limited by this Agreement, Business Associate may also:
  - a. Use PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities.
  - b. Disclose PHI in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that (i) such disclosures are Required by Law; or (ii) Business Associate obtains in writing and prior to making any disclosure to a third party (a) reasonable assurances from such third party that PHI will be held confidential as provided under this Agreement and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (b) an agreement from such third party to promptly notify Business Associate of potential breaches of the confidentiality of PHI or Breach of Unsecured PHI.
- 4. Except as otherwise limited by this Agreement, Business Associate may perform Data Aggregation services to Covered Entity relating to its health care operations.

**B. Prohibition on Unauthorized Use or Disclosure.** Business Associate shall not use or disclose PHI in a manner other than as provided in the Agreement or as Required by Law. Business Associate will not use or disclose PHI in a manner that would violate applicable laws or regulations, including without limitation Subpart E of 45 C.F.R. Part 164, if such use or disclosure were to be done by Covered Entity.

**C. Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

**D. Prohibition on Sale of PHI.** Business Associate agrees to comply with 45 C.F.R. § 164.502 and agrees not to sell PHI.

**E. Marketing and Fundraising.** Business Associate shall be strictly prohibited from using any of Covered Entity’s PHI for marketing or fundraising purposes, except with Covered Entity’s prior written consent in each instance and in accordance with the HIPAA Rules applicable to covered

entities regarding marketing and fundraising, including any opt-out, notice and authorization requirements.

**F. Information Safeguards.**

- 1. Privacy of PHI.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the HIPAA Privacy Rule and limit incidental uses or disclosures made pursuant to use or disclosure otherwise permitted by this Agreement. Business Associate agrees to provide Covered Entity with information concerning such safeguards, as the Covered Entity may from time to time reasonably request. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate will comply with the requirements of the HIPAA Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- 2. Security of Covered Entity's Electronic PHI.** Business Associate will comply with the HIPAA Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- 3. No Transfer of PHI Outside the United States.** Business Associate will not transfer PHI outside of the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are about to access, use, or disclose PHI.

**G. Agreements with Agents or Subcontractors.** In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), Business Associate shall ensure that any of its agents or subcontractors to whom it provides PHI under this Agreement agree in writing to comply with the provisions of the HIPAA Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI prior to use or disclosure of PHI to such agent or subcontractor.

**H. Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Privacy Rule, Security Rule and Breach Notification Rule, to the extent provided by the HIPAA Enforcement Rule.

**III. Compliance with Electronic Transactions Rules.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

**IV. Individual Rights.**

**A. Access to Records by the Subject of the Records.** Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by the Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Business Associate agrees that if it maintains PHI in an Electronic Health Record, it shall provide such access in electronic format if so requested by Individual.

**B. Amendment of PHI.** Business Associate agrees, if it maintains PHI in a Designated Record Set, to promptly make amendments to PHI at the request and direction of Covered Entity pursuant to 45

C.F.R. § 164.526. In the event any Individual (or Individual's personal representative) requests that Business Associate amend such Individual's PHI in a Designated Record Set, Business Associate shall forward such request to Covered Entity within ten (10) business days of receipt. Any amendment of, or decision not to amend, the PHI as requested by the Individual shall be determined by Covered Entity.

**C. Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI made by it and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI under 45 C.F.R. § 164.528. Upon request by Covered Entity, and in a reasonable time, manner and format (including an electronic copy), Business Associate agrees to provide to Covered Entity the following information:

1. The date of the disclosure.
2. The name and, if known, the address of the recipient of the PHI.
3. A copy of the request for disclosure, accompanied by any necessary consents or authorizations.
4. A brief description of the PHI disclosed.
5. A statement that would reasonably inform Covered Entity of the purpose of the disclosure.

In the event an Individual delivers a request for an accounting directly to Business Associate, Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall receive request and shall determine the manner for preparing and delivering any accounting requested.

**D. Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a), or (2) provide for confidential communications of PHI pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the PHI will remain subject to the terms of the restriction agreement.

**E. Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to uses and disclosures of PHI available to the Secretary of HHS for purposes of determining compliance with this Agreement and the HIPAA Rules.

## **V. Breaches and Security Incidents**

**A. Reasonable Diligence.** Business Associate agrees that it shall exercise reasonable diligence to detect a Breach of Unsecured PHI, and provide training and procedures through which its employees, agents and representative are encouraged to detect and report any Breach of Unsecured PHI to Business Associate.

**B. Breach of Unsecured PHI.** Business Associate will report to Covered Entity by email at [privacy@nationwide.com](mailto:privacy@nationwide.com) any Breach of Unsecured PHI without unreasonable delay, but no case more than fifteen (15) calendar days, after discovery of such Breach. Business Associate agrees to provide such report in the manner and with the content required by 45 C.F.R. § 164.410. Business Associate agrees that it shall be the sole decision of Covered Entity to correspond with or notify Individuals regarding potential or actual Breaches of Unsecured PHI, unless Covered Entity directs Business Associate to make such correspondences or notices. Covered Entity reserves the right to direct Business Associate to notify Individuals, HHS and/or the media at Business Associate's expense, of a Breach of Unsecured PHI that occurs as the result of Business Associate's actions or omissions.

- C. Impermissible Use/Disclosure and Security Incidents.** Business Associate will report to Covered Entity (i) any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware and (ii) any material Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C). Such report will be made without unreasonable delay, but in no case shall be provided more than fifteen (15) calendar days after Business Associate discovers such non-permitted use or disclosure.
- D. Mitigation of Disclosures of PHI.** Business Associate shall mitigate, to the greatest extent practicable and at its own cost and expense, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.

## **VI. Term and Termination**

- A. Term.** This Agreement shall be effective as of the Effective Date, and shall continue in effect until all obligations of the Parties have been met under this Agreement unless this Agreement is terminated earlier due to the violation of a material term as provide for in Section VI (B) below.
- B. Right to Terminate for Cause.** Each Party may terminate this Agreement if it determines that the other Party has violated a material term of this Agreement, and after written notice to the breaching Party of the violation, the breaching Party has failed to cure the violation within 30 calendar days after receipt of the notice. In addition, each Party may terminate this Agreement immediately if the other Party breached a material term of this Agreement and the non-breaching Party reasonably determines that cure is not possible. Any such termination will be effective immediately or at such other date specified in the non-breaching Party's notice of termination.
- C. Treatment of PHI on Termination.** Upon termination of this Agreement for any reason, all PHI maintained by Business Associate shall be destroyed or returned to Covered Entity (or other Party upon Covered Entity's direction) by Business Associate in the manner and format required by Covered Entity at no additional cost to Covered Entity. Business Associate shall not retain any copies of such information, unless instructed by Covered Entity or Required by Law. This provision shall also apply to PHI in the possession of Business Associate's agents and subcontractors. If return of the PHI is not feasible, Business Associate shall furnish Covered Entity notification in writing of the conditions that make return infeasible. Business Associate agrees to extend the protections of this Agreement and rights/obligations under this Agreement at no additional cost for as long as Business Associate retains such information and agrees to limit further uses and disclosures. This Section shall survive any termination of this Agreement.

## **VII. Indemnity**

Each Party shall indemnify, defend, and hold the other Party harmless, as well as their respective officers, directors, employees, agents, attorneys, affiliates, and subsidiaries, and their successors and assigns, from any loss, claim, damage, cost, or expense, including but not limited to reasonable attorney's fees and costs, that arise out of or result from the indemnifying Party's or the indemnifying Party's agents' or subcontractors' uses and/or disclosures of PHI in violation of 45 C.F.R. parts 160 and 164.

The indemnifying Party obligations under this Section are conditioned upon the following:

- A.** The indemnified Party giving the indemnifying Party prompt written notice of any claim, action, suit, or proceeding for which the indemnified Party is seeking indemnity;
- B.** The indemnified Party granting control of the defense to the indemnifying Party; and
- C.** The indemnified Party reasonably cooperating with the indemnifying Party at the indemnifying Party's expense.

## VIII. General Provisions.

- A. Amendment to Agreement.** This Agreement may be amended only by written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.
- B. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or Portable Document Format (PDF) copies shall be deemed to be originals.
- C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.
- D. Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.
- E. Notices.** Unless otherwise stated herein, all notices to be given by Business Associate under this Agreement shall be made to the address and/or telephone number below:
- Nationwide Mutual Insurance Company  
One Nationwide Plaza, 1-32-202  
Attention: Office of Privacy  
Columbus, OH 43215  
(866) 289-2323
- F. No Agency Relationship.** Parties expressly agree and assert that no agency relationship is created by this Agreement with regard to Business Associate's HIPAA obligations. Parties agree that each individual Party shall maintain its own independent HIPAA compliance obligations. Parties will be providing their services as separate legal entities and independent contractors.
- G. No third-party beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- H. Regulatory References.** A reference in this Agreement to a section in HIPAA shall mean a reference to the provision as in effect or as amended.
- I. Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- J. Governing Law.** This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions or principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Business Associate and the Covered Entity have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Business Associate

**Nationwide Life Insurance Company and  
Nationwide Life and Annuity Insurance Company**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Nationwide's Anti-Money Laundering Training Requirement



Prior to the solicitation of a Nationwide New Heights Fixed Annuity, advisors must complete an Anti-Money Laundering Training course. To make completing your training simpler and more convenient, Nationwide® is offering their AML Training course online through the RegEd training platform. The steps below will help you get started.

## Registration

Registration is required to access the training on the RegEd Platform.

1. Go to <https://secure.reged.com/Login/vu/VirtualUniversity/NWAML>
2. Click Register in the New User box located in the middle of the screen
3. Fill out the Self Registration form; required fields are denoted with an \*
4. Once the registration information is complete, click Register

When registration is complete, you'll be routed to the Nationwide Insurance Anti Money Laundering Training course landing page.

## Complete your training

1. From the Nationwide Anti Money Laundering Training landing page, click Proceed
2. Select Go to Course; this is located to the right of the course name
3. Complete the training; at the conclusion of the course, click on the Attest button
4. Acknowledge your completion of the course by clicking the A button located to the left of Yes
5. Print the E-Certification
6. Include the course completion certificate along with your paperwork for submission to Nationwide

**Providing the course completion certificate to Nationwide with your paperwork will eliminate delays in processing your request.**

**Don't miss out on selling opportunities - satisfy your training requirements now.**

Visit <https://secure.reged.com/Login/vu/VirtualUniversity/NWAML> to register and start your training today.

Please see the Nationwide New Heights Training Requirements document for information regarding product and state suitability training requirements that must also be satisfied to sell Nationwide New Heights.

Contact your wholesaler or IMO with any questions.

FOR INSURANCE PROFESSIONAL USE ONLY - NOT FOR DISTRIBUTION WITH THE PUBLIC

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## LIMRA Anti-Money Laundering Nationwide Verification Form

Nationwide Life Insurance Company  
Nationwide Life and Annuity Insurance Company

PO Box 182835, Columbus, OH 43218-2838  
Phone: 800-848-6331 • Fax: 866-311-3898 • nationwide.com

### 1. Important Information

- LIMRA does not provide training certificates.
- AML training is a requirement for contracting.
- The AML training must be current within the past 2 years.

### 2. General Information (please print)

#### Agent's Information:

Name: \_\_\_\_\_ Last Four Digits of SSN: \_\_\_\_\_

Course Title Completed: \_\_\_\_\_

Course Date Completed: \_\_\_\_\_

### 3. Acknowledgment and Signature (required)

I am a duly licensed insurance agent and affirm that I have completed the above referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA Patriot Act Section 352 (US 31 CFR 103.137). I acknowledge that the insurance company to which this certification has been provided retains the right to review and approve the training program and its curriculum before accepting this certification.

I affirm that I have read and understand the above referenced training and that I am knowledgeable about my obligations under the regulations.

#### Agent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 4. Contact Us

If you need assistance with the LIMRA website, please call their Help Desk at 866-364-2380.

If you have any additional questions, please call our General Agreements team at (614) 435-3047 or email ASKAGREE@nationwide.com.