

**This form must be completed for each variable annuity account under advisory management.**

**NOTE:** If more than one adviser (or TPIA) is directly advising an account, a separate form should be submitted for each.

## AGREEMENT

### 1. GENERAL/TRANSFER AUTHORIZATION

Each adviser executing this Agreement below, either as an individual, partnership, corporation or other business entity, along with the employees that act on its behalf (including without limitation any third party investment adviser or sub-adviser) (the "Adviser"), is licensed with all applicable regulatory authorities necessary to provide the services it is providing related to the Account (as defined below). Owner hereby (i) authorizes Company to release information regarding Owner's annuity contract Account to be issued pursuant to application enclosed herewith (collectively, the "Account") to Adviser; (ii) designates Adviser as Owner's adviser and attorney-in-fact (with full power to select third party investment advisers, sub-advisers and asset allocation model managers); and (iii) authorizes Company to follow, without obtaining Owner's approval, counter-signature or co-signature, written, oral, faxed or online instructions from any Adviser to disburse cash from the Account, if in good faith Company believes such instructions to be given in connection with or in accordance with (a) securities trading activity or (b) the payment of fees that Owner owes such Adviser. Notwithstanding the preceding sentence, if the Company in good faith has reason to believe that an Adviser has engaged or is engaging in fraudulent activity or elder abuse in connection with Owner or the Account, Company may in its sole discretion delay or refuse to provide Account information and/or follow any instruction(s) from such Adviser until the Company has the opportunity to discuss with the Owner how the Owner wants to proceed. Any contractual limitations applicable to the Owner relating to instructions for the Account apply to the Adviser to the same extent as they apply to the Owner.

**All the parties hereto agree that, unless the box related to fees is checked in the signature block below, the Account shall be liable for the payment of Advisor's, and/or asset allocation model fees. The Company will periodically deduct proceeds from the Account to pay such fees as instructed.**

### 2. PAYMENT OF INVESTMENT ADVISORY FEES

Owner hereby authorizes Company to act upon instructions, if any, from Adviser to pay from the Account the investment advisory fees charged by Adviser (or asset allocation model manager) pursuant to a written advisory agreement between Owner and Adviser. Company has no responsibility or liability to determine that instructions received from Adviser are in compliance with such agreement. The Company is not responsible for verifying that the amount of fees charged is as set forth in any agreement between the Owner and Adviser or asset allocation model manager. The payment of such fees will be treated as a withdrawal under the terms of the Account. Owner acknowledges that a withdrawal from the Account to pay such fees may incur a withdrawal charge, if applicable, during the surrender charge period defined in the Account, and thus may require Company to liquidate a larger dollar amount than the investment advisory fees. Owner further acknowledges that withdrawals may negatively impact any guarantees associated with certain optional benefit riders and that Owner should consult their Adviser about the overall impact of withdrawals on the Account.

Adviser agrees that such fees shall only be for investment advisory services related to the Account and shall comply in all respects with applicable law. If investment advisory fees are paid from the Account, the Account will be solely liable for the payment of fees. If the money market is chosen and funds are not available, fees will be pulled pro rata as the default. Systematic fees will be executed on the last calendar day of each month-end/quarter-end. Any recurring systematic fees billed in arrears will be prorated and paid upon surrender or annuitization of the Account, or removal of Adviser from the Account.

### 3. TERM/ASSIGNABILITY/CONFLICT AGREEMENTS

- a. This Agreement shall remain in full force and effect until the earlier of (1) Company receives written notice of its termination from Owner or Adviser or (2) the Company receives notification of death of the Owner. Company may, in its sole discretion, terminate the Agreement at any time.
- b. This Agreement may not be assigned or transferred by Owner or Adviser. Company may assign this Agreement to its successor in interest under the Account.
- c. Owner and Adviser acknowledge that they have entered into other agreements relating to investment advisory services; however, it is agreed that in the event any terms of such other agreements conflict with the terms of this Agreement, then the terms of this Agreement shall control.

#### 4. FEDERAL TAX STATUS

As a general rule, IRS guidance provides that investment advisory fees paid directly from a non-qualified annuity account to an investment adviser are considered to be a distribution from the annuity, may be taxable, and are reportable to the IRS.

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

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

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

Any distribution processed on the last business day of the year will not be reported in the current tax year. Investment advisory fees paid directly from a qualified annuity account or annuity issued in connection with an Individual Retirement Account/Annuity (IRA) to an investment adviser are not taxable withdrawals from the account.

#### **Important Notice About Partial Section 1035 Exchanges and Split Annuities**

The Internal Revenue Code permits a taxpayer to transfer an annuity contract from one insurance company to another without recognizing a taxable event. The Internal Revenue Service (IRS) has permitted exchanges of a partial portion of an annuity Account to another company without recognizing a taxable event. The IRS has also allowed a single annuity to be split into two new annuities through such a tax-free exchange. However, the IRS has issued Rev. Proc. 2011-38 that indicates, in the case of a Non-Qualified Account, if a withdrawal is taken from either the existing or new Account within the 180 day period following a partial 1035 exchange, adverse tax consequences will result. In such a case, the partial 1035 exchange will not receive tax-free treatment and the exchange will be retroactively treated as a taxable withdrawal (on the lesser of the earnings in the original Account or the amount exchanged). By signing this form, you agree and understand that the Company and its affiliates shall not be held responsible for any adverse tax consequences or rulings resulting from such a partial 1035 exchange. For Monument Advisor and Monument Advisor- New York only – The payment of investment advisory fees from an Account may not constitute a withdrawal. Please see Section 4.

#### 5. DISCLAIMER/INDEMNIFICATION

Company will not follow requests or instructions from Adviser until it has received this Agreement signed by all parties and will cease following instructions once Company has been notified of Owner's death or this Agreement is otherwise terminated. Company has no responsibility or liability to determine the frequency, accuracy, suitability or reasonableness of any instruction from Adviser or to advise the Owner with respect to the terms of any underlying agreement with the Adviser. Company does not make any representation or warranty, by accepting instructions or by executing this Agreement or otherwise, concerning the tax treatment of payment of fees under Federal tax law, or otherwise. Furthermore, Company has no responsibility or liability for any taxes, penalties and/or interest that may be assessed by the Internal Revenue Service or other administrative tribunal or court arising out of this Agreement, including any amounts relating to taxes that may be due by the Adviser in relation to the fees. Owner hereby agrees to indemnify and hold Company, its directors, officers, employees, affiliates and agents, harmless from and against any and all claims, losses, liabilities or damages, costs or expenses, including but not limited to taxes, penalties, interest and/or reasonable attorney's fees (individually and collectively referred to as "Loss") arising out of any Adviser instructions pertaining to the Account. Company is not responsible and has no liability for any Loss incurred by Owner as a result of the transactions contemplated by this Agreement except in the event that Owner suffers any such Loss as a result of the willful misconduct of Company in processing instructions given by Adviser.

In Witness Whereof, this Agreement has been executed as of the latest date set in following certification.

**ADVISER ACCEPTANCE AGREEMENT**

Please note, if the Adviser is with a Broker Dealer, fees must be paid to the Broker Dealer unless a Waiver is provided from the Broker Dealer.

Name of Advisory Firm \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Name of Adviser \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Email \_\_\_\_\_ Telephone # \_\_\_\_\_

Adviser/Firm Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

If you will be compensated by charging a fee based on a percentage of the contract's value, please visit the account management section of the [nationwideadvisory.com](http://nationwideadvisory.com) website to set up and manage those fees. If you intend to withdraw fees from this account via EFT, please attach a voided check or Authorized EFT Certification Letter, unless the information has been previously provided. If information has not been provided prior to a fee being processed, it will be processed as a check.

Check (if applicable):  I do not intend to withdraw fees from this Contract.

**OWNER ACCEPTANCE AGREEMENT**

Account # (if available) \_\_\_\_\_

Name of Owner \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Joint Owner \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Joint Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

JEFFERSON NATIONAL LIFE INSURANCE COMPANY/JEFFERSON NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

President  
Signature**THIRD PARTY INVESTMENT ADVISER CERTIFICATION**Name of  
Third Party Administrator \_\_\_\_\_ SSN/EIN \_\_\_\_\_Address \_\_\_\_\_  
Street City State Zip

Email \_\_\_\_\_ Telephone # \_\_\_\_\_

TPIA Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

If the Investment Adviser will be compensated by charging a fee based on a percentage of the contract's value, please visit the account management section of the [nationwideadvisory.com](http://nationwideadvisory.com) website to set up and manage those fees. If you intend to withdraw fees from this account via EFT, please attach a voided check or Authorized EFT Certification Letter, unless the information has been previously provided. If information has not been provided prior to a fee being processed, it will be processed as a check.

Check (if applicable):  I do not intend to withdraw fees from this Contract.

Products are issued in all states, except NY, by Jefferson National Life Insurance Company (Louisville, KY). In New York, the Monument Advisor variable annuity is issued by Jefferson National Life Insurance Company of New York (New York, NY). The general distributor is Jefferson National Securities Corporation, FINRA member. All companies are affiliates of Nationwide Life Insurance Company.