

VALIC Financial Advisors, Inc.

WRAP FEE PROGRAM BROCHURE
Part 2A Appendix 1 of Form ADV

Guided Portfolio Advantage Program

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This wrap fee program brochure provides information about the qualifications and business practices of VALIC Financial Advisors, Inc. (“VFA” or the “Firm”). If you have any questions about the contents of this brochure, please contact us at (866) 544-4968. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

VFA is a registered investment adviser. Registration of an investment adviser does not imply a certain level of skill or training. Additional information about VFA also is available on the SEC’s website at www.adviserinfo.sec.gov.

Our brochure may be requested by contacting VFA at 866-544-4968 or it is also available free of charge on our website at www.corebridgefinancial.com/rs/prospectus-and-reports/vfa-form-adv-materials.

Item 2 — Material Changes

Since its last annual update on March 29, 2024, the Firm has made the following material updates to this Guided Portfolio Advantage Program Wrap Fee Brochure (“GPA Brochure”):

- For Item 9 the Firm updated Other Financial Industry Activities and Affiliations to remove American International Group, Inc. (“AIG”) as a controlling owner of Corebridge Financial, effective January 13, 2025. Other references to AIG in this Brochure were updated to reflect that AIG no longer exercises a controlling ownership of the Firm. More information about these updates is provided in Item 9 of this Brochure.

We will provide you with a summary of any material changes to this and subsequent GPA Brochures within 120 days of VFA’s fiscal year end, which is December 31st, or sooner if required by law. You may obtain copies of the GPA Brochure by calling 866-544-4968 or accessing our website at <https://www.corebridgefinancial.com/rs/prospectus-and-reports/vfa-form-adv-materials>.

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Item 4 - Services, Fees and Compensation

The Firm

VFA is registered with the SEC as an investment adviser. As an investment adviser, VFA provides to its clients the investment advisory products and services described in this GPA Brochure, and certain other advisory programs described in other VFA brochures. This GPA Brochure describes the services, fees, and other necessary information you should consider prior to enrolling in the **GPA Program**. The Firm also offers **Financial Planning and Consulting Services** available on either a one-time or a subscription basis, and three other wrap fee programs: the **Managed Investment Program** (“MIP”), the **Unified Managed Account MIP Program** (“MIP UMA”), and the **Guided Portfolio Services** (“GPS”) **Program**. You can obtain a brochure for Financial Planning and Consulting Services, or a wrap fee program brochure for either MIP, MIP UMA, and/or the GPS Program free of charge at www.corebridgefinancial.com/rs/prospectus-and-reports/vfa-form-adv-materials or by contacting us at 866-544-4968. VFA offers its investment advisory services through its online portal and its investment advisor representatives (“IARs”) located throughout the United States.

The Firm is also registered with the SEC as a broker-dealer and is a member firm of FINRA. As a broker-dealer, the Firm makes available securities such as stocks and bonds, mutual funds, exchange-traded funds (“ETFs”), variable annuity and variable life insurance products, and municipal securities. All IARs are also engaged in the Firm’s brokerage business and are registered with the Firm as registered representatives. Broker-dealer services are not covered by this GPA Brochure, are not part of our advisory relationship with you, and are not subject to regulation under the Investment Advisers Act of 1940. For more information regarding these brokerage services please see the VFA Guide to Brokerage Services available at www.corebridgefinancial.com/rs/client-relationship-summary/vfa-broker-dealer-brochure.

VFA was incorporated in Texas in 1996 and is headquartered in Houston, Texas with additional branches throughout the United States. VFA is a wholly owned subsidiary of The Variable Annuity Life Insurance Company (“VALIC”) doing business under the Corebridge Financial brand name, and an indirect subsidiary of Corebridge Financial, Inc. (“Corebridge Financial”). Corebridge Financial is a publicly-traded company and one of the largest providers of retirement solutions and insurance products in the United States.

As of December 31, 2024, VFA managed approximately \$26.4 billion on a discretionary basis.

GPA Program

Description: The GPA Program is an asset management program offered exclusively to clients of VALIC who (1) purchased the VALIC Portfolio Director Advantage fixed and variable annuity contract (“PD Advantage”) or (2) purchase the VALIC Portfolio Director Freedom Advisor fixed and variable annuity contracts (“PD Freedom Advisor”). The PD Advantage and PD Freedom Advisor (together, “VALIC PD”) contracts are issued by VALIC, VFA’s parent company.

On January 29, 2018, existing PD Advantage contract owners who had not enrolled in the GPA Program were no longer permitted to enroll in the GPA Program. Existing PD Advantage contract owners enrolled in the GPA Program may continue to make subsequent deposits into the contract under certain circumstances; deposits will be managed under the program. The Firm offers the PD Freedom Advisor contract to individuals who desire to purchase an annuity and enroll in the GPA Program.

The GPA Program utilizes the services of an independent financial expert, Morningstar Investment Management LLC (“Morningstar”), to provide asset allocation models and investment advice. Using the objective investment advice from Morningstar, the GPA Program manages assets to a strategy that is based upon your investment/retirement goals, risk tolerance, time horizon and liquidity needs. For PD Advantage contract owners who elected the IncomeLOCK or IncomeLOCK Plus living benefit within the contract, the investment allocations made in the GPA Program within your contract will be constrained by the investment requirements of the living benefit. In this program you will be granting VFA discretionary investment authority over the account. Consistent with the Department of Labor Advisory Opinion 2001-09A, also known as the SunAmerica Opinion, Morningstar is the “independent financial expert” to the GPA Program and provides the advice methodologies that are used to produce the investment recommendations to, or that are implemented on behalf of, participants in the GPA Program.

Account Management: Before enrolling in the GPA Program, you must first complete a GPA Client Profile and Risk Tolerance Questionnaire (“GPA Client Profile”). The GPA Client Profile will help you to determine your risk tolerance and time horizon, which will in turn determine an Asset Allocation Policy and portfolio assignment for your account.

In its role as independent financial expert, Morningstar uses a tactical asset management program that develops a set of diversified model portfolios beginning with strategic asset allocations that are typically reviewed annually and updated if necessary. Then, as frequently as monthly, Morningstar analyzes the performance trends of all the asset classes included in their model portfolios and adjusts allocations to asset classes in order to take advantage of these trends. However, to keep the tactical asset allocation targets consistent with each model portfolio’s intended investment objectives, Morningstar limits how much the tactical allocations can deviate from their corresponding strategic allocations. After establishing tactical asset allocation targets, Morningstar completes construction of the GPA model portfolios using a mix of the underlying investment options in the variable annuity that allows Morningstar to meet the tactical asset

allocation targets associated with each model. When updates to the model portfolios are implemented, the investment allocations of accounts managed by the GPA Program are reviewed and reallocated to the new targets as necessary.

Should your investment/retirement objectives or investment circumstances change, it is your responsibility to have your GPA Client Profile information updated accordingly by contacting your IAR and submitting a GPA Client Profile and Risk Tolerance Questionnaire Update Form.

Fees and Charges: The GPA Program is only available to individuals who have purchased a PD Advantage or PD Freedom Advisor fixed and variable annuity contract. If you are enrolled in the GPA Program, you pay the advisory fees for the management of your account and other fees and expenses of the annuity product [or platform] in which you are invested.

Advisory Fee. Clients in the GPA Program pay an advisory fee based on the account value of their PD Advantage or PD Freedom Advisor account at the calendar quarter-end. The annual advisory fee rates that are charged are as follows:

- **PD Advantage.** For the services rendered in connection with the PD Advantage contract, you pay an annual rate of 1.00% of your account value.
- **PD Freedom Advisor.** For services rendered in connection with the PD Freedom Advisor contract, you pay the following annual advisory fee rate:

Assets Under Management (AUM)	Annual Advisory Fee Rate (Paid by Client)
First \$250,000	1.12%
Next \$250,000	0.97%
Next \$500,000	0.87%
Next \$1 million	0.77%
Next \$3 million	0.67%
Over \$5 million	0.57%

The GPA Program advisory fee rate may not be negotiated. The fee schedule applicable to your account is included in your Investment Advisory Services Agreement (“Advisory Agreement”).

Calculation of the Advisory Fee. The GPA Program advisory fee is generally calculated at each calendar quarter-end. Fees are pro-rated for the quarter in which the termination or surrender occurs; please see next paragraph for more details. The Firm uses the account value of your annuity contract, as reflected on VALIC’s recordkeeping system, as of the last day of the calendar quarter to calculate the advisory fees owed for the quarter. The Firm works with VALIC to calculate the advisory fee owed on your account. Once calculated, VALIC, on behalf of the Firm, deducts the advisory fee from your annuity account within fifteen (15) calendar days of the quarter-end. If you enrolled in the GPA Program during the quarter, you pay an advisory fee only for those days in which you were enrolled in the program. The Firm will assess an advisory fee from the day in which investment advice was first generated for your account. The Firm does not exclude any portion of your quarter-end account value when calculating your advisory fee.

If you own the PD Freedom Advisor variable annuity and you terminate the GPA Program, or you surrender the annuity, the Firm will assess an advisory fee on a pro rata basis for that portion of the quarter in which you were enrolled in the advisory program, as provided in the terms of your Advisory Agreement. For the calculation of the advisory fee upon termination/surrender, the Firm uses the account value as of the termination date of the program. If you own the PD Advantage variable annuity and you terminate the GPA Program, or you surrender the annuity, the Firm will not assess an advisory fee for that quarter. The deduction of any investment adviser fees from a variable annuity contract may reduce the death benefit, annuity benefits, and any optional living benefit. Please consult your annuity product prospectus for more information.

Combining of Accounts for Fee Calculations. If you have multiple accounts in which you are enrolled in the GPA Program, the Firm does not combine the account values for the purpose of calculating your advisory fees. The Firm also does not combine with your account value the account values of your family members’ GPA accounts for the purpose of calculating your advisory fees. Additionally, in calculating the applicable fees for the GPA Program, the Firm does not include the account values of your accounts, if any, held in the Firm’s GPS Program, MIP, and/or MIP UMA. For more information about those programs please refer to the Firm’s MIP Brochure, the MIP UMA Brochure, and/or the GPS Program Brochure, each of which is available free of charge at our website at www.corebridgefinancial.com/rs/prospectus-and-reports/vfa-form-adv-materials.

The Firm pays to Morningstar a fee for the services Morningstar provides in connection with the GPA Program which is based on GPA Program assets under management at each quarter-end.

Other Fees and Expenses. As a contract owner in either PD Advantage (accounts established prior to January 2018) or PD Freedom Advisor (accounts established beginning in January 2018), you bear the fees and expenses of the annuity contract, including, but not limited to, separate account charges, account maintenance fees, surrender charges, if applicable, and the fees and expenses of the underlying mutual funds available in the applicable contract.

Please review your variable annuity product prospectus for details regarding annuity product fees and the underlying investment option (mutual fund) offerings and the mutual fund prospectuses for details regarding their respective fees and expenses and the impact of the deduction of advisory fees on your contract value and benefits.

Compensation to VFA and IARs. IARs are compensated by VFA from the advisory fees paid on assets in the GPA Program in your PD Advantage or PD Freedom Advisor contracts, up to 0.90% annually based on the value of assets in the account. The advisory fees charged by VFA for the GPA Program may be higher than the fees charged by other investment advisers for similar managed account programs. The compensation received may or may not be more than what would be received if you paid us separately for investment advice, brokerage and other services. If the amount would be more than what an IAR would receive if you participated in other programs we offer or paid separately for investment advice, brokerage and other services, the IAR will have a financial incentive to recommend this program over other programs or services.

Compensation and Conflicts of Interest. As registered representatives of the Firm, IARs are paid for the introducing of accounts, enrollment services, and/or the sale of products and services, including sales commissions for annuities and mutual funds, and a portion of ongoing fees for advisory services. For example, your IAR receives a portion of the advisory fee you pay on your account(s), which is an ongoing fee for the services provided under the GPA Program. Your IAR's compensation will vary based on the products and services provided to you. Accordingly, your IAR has a financial incentive to recommend you to rollover your retirement plan into an IRA, or transfer your assets to a product or service that would increase the IAR's compensation over what he/she receives on an existing product or service. We disclose this conflict to you in our product and service materials, including for example this Brochure, the documentation provided to you at or before account enrollment, and other information provided to you.

We also manage the potential for this conflict of interest by maintaining policies and procedures designed to ensure that IARs make recommendations that are in the best interest of the investor in the context of the products and services offered by the Firm. Specifically, all recommendations to transfer assets from one product to another are reviewed by our Supervision department, the members of which do not receive any variable product-based compensation. Additionally, the Firm maintains a program for the review of these policies and procedures via compliance-related reviews and testing, and from time-to-time the Firm engages outside consultants and legal counsel to review, evaluate, and recommend changes to existing policies and procedures.

Termination of the Advisory Relationship

When you enroll in the GPA Program, you are required to complete the GPA Client Profile and sign an Advisory Agreement between the Firm and you. At any time thereafter, both you and the Firm may terminate the Advisory Agreement for any reason. You may do so by providing written notice to VFA. Termination by VFA will be effective upon written notice as set forth in the Advisory Agreement, unless a later date is stated in the notice. Please see "Fees and Charges" sections under the description of the GPA Program for a discussion of whether an advisory fee may be assessed if the advisory program is terminated prior to a quarter-end.

Upon termination of the GPA Program, you will no longer be charged advisory fees and your account will no longer be managed. As a result of your account being unmanaged, your account will no longer undergo asset allocation reviews or adjustments, and you will be responsible for managing the assets in your account(s). You will have the ability to make allocation and investment option changes to your account, usually two (2) business days following termination of the GPA Program. Accordingly, your asset allocation will remain the same in your GPA Program unless and until you affirmatively change your asset allocation after termination of the GPA Program.

Availability of the GPA Program in Affiliated Products; Revenues Received by Affiliates

The GPA Program is offered in connection with a VALIC PD variable annuity. As noted above, VALIC receives various fees under those contracts, including separate account charges, maintenance fees, withdrawal charges, living benefit fees and other fees and charges. Note that the VALIC PD variable annuity includes underlying mutual funds for which VALIC serves as investment adviser and Firm affiliates provide sub-advisory, transfer agent, administrative and shareholder services ("Affiliated Funds"). As a result, when investments are allocated to Affiliated Funds, the Firm's affiliates earn additional fees. This compensation is in addition to the advisory fee that you pay for participation in the GPA Program.

As noted in the above paragraphs, Affiliated Funds may be present in the VALIC PD variable annuity and to the extent that account assets are allocated to the Affiliated Funds, the Firm and its affiliates will receive higher compensation. However, under the GPA Program, neither VFA nor VALIC has the ability to direct the allocation of your investments to any of the investment options in a VALIC PD variable annuity. Instead, Morningstar, as the independent financial expert, is responsible for creating the investment models used in the GPA Program and establishing the target allocations to each investment option for each model in the GPA Program independent of VFA, VALIC and its affiliates.

Item 5 - Account Requirements and Types of Clients

The GPA Program is available to individuals, trusts and other business entities. To enroll in this program, you must purchase a PD Freedom Advisor annuity contract. To establish this service with a PD Freedom Advisor contract, you must complete a GPA Client Profile form. The PD Freedom Advisor contract has a minimum initial premium payment of \$25,000. Existing PD Advantage contract owners who have previously enrolled in the GPA Program may make subsequent deposits into the contract, which will be managed under the program.

Item 6 - Portfolio Manager Selection and Evaluation

There are no portfolio managers for the GPA Program. The GPA Program consists of (i) advisory services involving portfolio allocations across mutual fund investment options and (ii) the execution of client transactions, which means the implementation of the advised allocations. These services are provided in conjunction with Morningstar as the independent financial expert.

Item 7 - Client Information Provided to Portfolio Managers

Morningstar is responsible for developing the investment models and determining investment advice delivered by the GPA Program. As Morningstar is responsible for the methodologies used, but not for the operation of either program, they do not possess knowledge of your individual information (investment goals or objectives), and do not have a direct relationship with you. Should your investment/retirement objectives or investment circumstances change, it is important to periodically review your GPA Client Profile information with your IAR and make any applicable updates to your GPA Client Profile.

Item 8 – Client Contact with Portfolio Managers

Individuals utilizing the GPA Program do not have contact with Morningstar. If you have questions regarding your account(s) or the advisory services, you should contact VFA or your IAR.

Item 9 – Additional Information

Disciplinary Information. We are required to disclose any legal or disciplinary events that are material to our clients or our prospective client's evaluation of our investment advisory business or the integrity of our management. The following are disciplinary events relating to the Firm and/or its management personnel:

On November 28, 2016, without admitting or denying the FINRA findings, the Firm submitted a letter of acceptance waiver or consent for the purpose of settling alleged NASD and FINRA rule violations that it failed to: (1) have a reasonable system or process/procedures designed to address, analyze or review the conflicts of interest in its compensation program or to ensure that balanced disclosures was provided to the investors regarding such compensation program, (2) to maintain adequate systems and procedures to supervise the sale of variable annuities to retail brokerage customers, (3) maintain supervisory procedures and training materials that provide registered representatives and principals guidance or suitability considerations for sales of different variable annuity share classes, including L-share variable annuities, (4) enforce supervisory procedures requiring that certain emails flagged by its email surveillance system be reviewed by designated Firm supervisors, (5) establish a reasonable system and procedures to supervise its complaint reporting responsibilities, and (6) failed to issue account notices at account opening and then on 36-month intervals for certain brokerage customers. The Firm was censured and fined \$1,750,000.

In April 2017, VALIC entered into a consent judgment with the State of Indiana wherein VALIC was fined \$75,000 in connection with a privacy breach that was disclosed in 2013/2014 to regulators and impacted customers.

In November 2017, VALIC entered into a settlement agreement with the Minnesota Department of Commerce wherein VALIC was fined approximately \$177,000 in connection with unclaimed property procedures.

On June 3, 2019, without admitting or denying any findings of fact or conclusions of law, the Firm settled a matter with the Securities Enforcement Branch ("SEB") of the Hawaii Department of Commerce and Consumer Affairs. As part of the settlement, the Firm entered into a consent order with the SEB (the "Consent Order"), which states that the Firm failed to supervise a registered representative who had submitted a transaction without proper customer authorization. Pursuant to the Consent Order, the Firm paid a fine of \$10,000.

On July 28, 2020, the SEC issued an order regarding certain VFA mutual fund and mutual fund share class selection practices. Specifically, the SEC found that the Firm had not appropriately disclosed certain conflicts of interest due to its receipt of revenue sharing, avoidance of transaction fees, and receipt of 12b-1 fees, in violation of Section 206(2) of the Advisers Act. The SEC also found that VFA did not adopt and implement written compliance policies and procedures reasonably designed to prevent violations of the Advisers Act and the rules thereunder in connection with its mutual fund share class selection practices, in violation of Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder. VFA neither admitted nor denied the SEC's findings.

Solely for the purpose of settling this proceeding, VFA consented to a cease-and-desist order, a censure, to pay to affected investors disgorgement of \$13,232,681 and prejudgment interest of \$2,211,072, and to pay a \$4.5 million civil monetary penalty. VFA also agreed to review and correct as necessary all relevant disclosure documents concerning mutual fund share class selection, revenue sharing, transaction fees, and 12b-1 fees, and to comply with certain other related undertakings as well.

On July 28, 2020, the SEC issued an order finding that the Firm failed to disclose to certain Florida teachers that the Firm's parent company, VALIC, provided cash and other financial benefits to a for-profit company owned by Florida K-12 teachers' unions in exchange for referring teachers to products and services offered by VALIC and the Firm, in violation of Sections 206(2) and 206(4) of the Advisers Act and Advisers Act Rule 206(4)-3 thereunder. The SEC also found that VFA did not adopt and implement written compliance policies and procedures reasonably designed to prevent violations of the Advisers Act and the rules thereunder, in violation of Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder. VFA neither admitted nor denied the SEC's findings.

Solely for the purpose of settling the proceeding, VFA consented to a cease-and-desist order, a censure, and to pay a civil monetary penalty of \$20 million. VFA also agreed to cap the management fee for the GPS Program at 45 basis points (0.45%) for participants currently enrolled in this program in 403(b) and 457(b) plans offered by Florida K-12 schools, and to also offer this rate to any 403(b) and 457(b) participants offered by Florida K-12 schools who enroll in the GPS Program through the Portfolio Director annuity within the next five years. This capped rate will remain in effect for such participants for the duration of enrollment in the GPS Program. VFA also agreed to comply with certain other related undertakings as well.

On January 8, 2021, the Firm completed an AWC with FINRA for the purpose of settling alleged FINRA rule violations that it failed to: (i) establish a reasonably designed system and written supervisory procedures to monitor rates of variable annuity exchanges and implement corrective action in the case of inappropriate exchanges, violating FINRA Rules 2330(d), 3110, and 2010; (ii) reasonably supervise recommendations involving the investment of additional funds in an existing variable annuity, violating FINRA Rules 3110 and 2010, and (iii) timely report statistical and summary information for certain customer complaints during a specified period, violating FINRA rules 4530(d) and 2010. VFA neither admitted nor denied FINRA's findings. Solely for the purpose of settling the proceeding, VFA consented to a censure and a fine of \$350,000.

Other Financial Industry Activities and Affiliations. VFA is a wholly owned subsidiary of VALIC, which is a Texas-domiciled insurance company and an SEC-registered investment adviser. VALIC is primarily engaged in the offering and issuance of fixed and variable annuity contracts and combinations thereof and is licensed to issue annuities in fifty (50) states and the District of Columbia. Annuities are issued by VALIC or The United States Life Insurance Company in the City of New York ("USL"), New York, NY. Guarantees are backed by the claims-paying ability of the issuing insurance company and each company is responsible for the financial obligations of its products. Beginning January 1, 2026, USL will be Corebridge Financial's sole authorized issuer of new annuities in New York. VFA is also a registered broker-dealer with the SEC and a member of FINRA. VFA is regulated by the Municipal Securities Rulemaking Board, and state securities and insurance regulatory bodies. VFA is also a member of the Securities Investor Protection Corporation established under the Securities Investor Protection Act of 1970. In this capacity, VFA may transact in various types of securities, including, but not limited to, stocks, bonds, variable investment products and mutual funds. VFA, as well as our IARs, receive separate compensation for securities transactions effected through the Firm.

- Corebridge Capital Services, Inc ("CCS") is an affiliate of the Firm. In its capacity as a registered broker-dealer, CCS acts as principal underwriter for the offer, sales and distribution of the variable annuity contracts issued by VALIC and its affiliates and as principal underwriter and distributor of mutual funds advised by VALIC and SAAMCo.
- SAAMCo is an affiliate of the Firm. SAAMCo serves as an administrator and investment sub-adviser to certain mutual funds advised by VALIC.
- VALIC Trust Company Inc., an affiliate of the Firm, acts as custodian/trustee for employer-sponsored retirement plans for which the Firm provides enrollment, education and offers the GPS Program.
- VRSCO is a wholly owned subsidiary of VALIC and an SEC-registered transfer agent for mutual funds advised by VALIC. VRSCO is also a record keeper and service provider to certain retirement plans for which the Firm provides enrollment, education and advisory services.
- VALIC Company I ("VC I") is registered under the Investment Company Act of 1940 as an open-end management investment company. Subject to the authority of VC I's Board of Directors, VALIC serves as the investment adviser to each Fund (as defined below) and conducts the business and affairs of VC I. VC I consists of separate investment portfolios (the "Funds"), each of which is, in effect, a separate mutual fund issuing its own separate class of shares of common stock. The Funds are offered as underlying investment options within VALIC-issued variable annuity contracts and as mutual funds in employer-sponsored retirement plans for which VFA offers the GPS Program and GPA Programs, as applicable. SAAMCo provides certain accounting and administrative services to certain of the Funds. CCS serves as VC I's agent in the distribution of Fund shares to the VALIC separate accounts, separate accounts of other life insurance companies that may or may not be affiliated with VALIC, and, subject to applicable law, to qualified pension and retirement plans and individual retirement accounts outside of the separate account context. VRSCO provides transfer agency services to the Funds, including shareholder servicing and dividend disbursement services.
- USL is a wholly owned subsidiary of Corebridge Financial.

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading. The Firm has adopted a Code of Ethics (“Code”) which it periodically reviews and updates. VFA will provide a copy of its current Code to clients and prospective clients upon request by contacting us at (866) 544-4968.

VFA, as an investment adviser, has a fiduciary duty to act in the best interests of its advisory clients. The Code requires honest and ethical conduct by all of our supervised persons, compliance with applicable laws and governmental rules and regulations, the prompt internal reporting of violations of the Code to an appropriate person or persons identified in the Code, and accountability for adherence to the Code. The Code is designed to address and mitigate situations involving a real or apparent conflict of interest between the Firm or its IARs, and clients. While it is not possible to identify all possible situations in which conflicts might arise, this Code is designed to set forth our policy regarding the conduct of our supervised persons in those situations in which conflicts are most likely to develop.

Supervised persons are expected to adhere to the Code and are also expected to follow procedures for reporting any violations of the Code.

For access persons, VFA requires that certain securities transactions be disclosed and/or reported. Access persons are any of VFA’s supervised persons who have access to non-public information regarding any investment advisory client’s purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund (as defined in the Code) or any person who is involved in making certain types of securities recommendations to investment advisory clients, or who has access to such recommendations that are non-public.

In our capacity as a broker-dealer, we provide to our clients a variety of products and services for which we are compensated. If an advisory client chooses to utilize our services as a broker-dealer, VFA and our associated persons may earn compensation in the form of brokerage commissions in addition to advisory fees. Our associated persons may recommend to you the purchase or sale of investment products in which we or a related entity may have some financial interest, including, but not limited to, the receipt of compensation.

Privacy Policy. Protecting customers’ private information is important to the Firm. Therefore, the Firm has instituted policies and procedures to keep customer information confidential and secure. The Firm does not disclose any non-public personal information about its customers or former customers to any non-affiliated third parties except as required by or permitted by law. In the course of servicing a client account, the Firm may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and attorneys. The Firm will deliver a copy of the current privacy policy to prospective clients prior to establishing a client relationship with VFA and to all VFA clients annually, thereafter.

Review of Accounts and Written Reports. As frequently as monthly, Morningstar analyzes the performance trends of all the asset classes included in their model portfolios. When updates to the model portfolios are implemented, the investment allocations within the GPA Program are reviewed and reallocated to the new target allocations, as necessary.

GPA Program clients receive a quarterly VALIC account statement that shows details about their PD Advantage or PD Freedom Advisors account(s), including transactions for the prior quarter, fees imposed during that prior quarter, and current asset allocation. The quarterly statement issued by VALIC will also show you which model portfolio those assets were being managed to at that time. You will periodically receive confirmation statements from VALIC that reflect the transactions during the period and the model portfolio asset allocation targets associated with your GPA Program account(s).

Other Compensation. The Firm maintains a program under which eligible IARs are able to attend an annual conference and/or other incentive trips sponsored by Corebridge Financial and/or VALIC which are based on their achievement of certain sales goals and plan enrollments. Certain of the Firm’s top earning IARs are designated as President’s Circle members and receive additional compensation and benefits. Qualification for the annual conference and/or incentive trips as well as membership in the President’s Circle is based on total compensation and plan enrollments as described in this GPA Brochure and is not based on any specific product or category of products. However, because eligibility is based on the IAR’s total compensation, IARs are incentivized to have clients purchase additional products and services, enroll individuals in plan-sponsored programs, and add assets to existing products and services, and to transfer assets to products and services that generate higher levels of compensation for the IAR.

In addition, the Firm may implement programs under which IARs may be eligible to win non-cash awards, trips and other non-cash benefits offered by the firm for certain sales efforts relating to enrollments in employer-sponsored retirement plan accounts, among other factors. Similar to other sales-based programs, such non-cash awards are not based on the sale of any specific product or category of products. These programs will not change the fees that you pay for advisory services.

With respect to each of the Firm’s advisory programs, a portion of the advisory or program fees you pay to the Firm is paid to the IAR. Generally, the percentage of fees that the Firm pays to your IAR from the GPA Program, the GPS Program, MIP, and/or MIP UMA increases based on a rolling 12-month period as their aggregate compensation from both the sale of securities/insurance products and the receipt of advisory fees reaches certain thresholds during that rolling time period. This increase in compensation to the IAR will not increase the advisory or program fee you pay to the Firm but does trigger the compensation conflict described in this section. More information is provided in the section above **“Compensation and Conflicts of Interest”**.

The Firm and/or its affiliates receive payments from fund sponsors and service providers that voluntarily choose to participate in, and that are designed to defray the costs associated with, Firm-sponsored or VALIC-sponsored conferences, seminars, training or other educational events where such funds or other related services are discussed and that are attended by our employees or employees of our affiliates and/or plan sponsors and plan consultants. These payments are not a condition of the availability to you of such products, mutual funds, and/or ETFs.

Client Referrals. The Firm does not pay related or non-related persons for referring potential advisory clients. Retirement plan sponsors that have selected the Firm to make its advisory services available to plan participants may disseminate disclosures about the Firm. Depending on the circumstances, such disclosures may be deemed to include endorsements of the Firm. The Firm does not compensate plan sponsors for endorsements of its advisory services or products. An affiliate of the Firm may provide administrative services to retirement plans and will receive compensation from such retirement plans for these administrative services; however, the receipt of such compensation is not contingent upon or otherwise related to the provision of advisory services by the Firm to plan participants.

Sponsorship Activities of the Firm and its Affiliates. The Firm and its Affiliates from time to time enter into agreements with, and pay compensation to, various organizations and associations, including trade associations, unions, and other industry groups, that provide various services to retirement plan sponsors and/or plan participants. These organizations may sponsor and invite the Firm and/or its Affiliates to participate in educational conferences and seminars for retirement plan participants who, through their retirement plan, have access to the advisory programs offered by the Firm. In some instances, these organizations may endorse and/or promote the Firm and/or its Affiliates' products and/or services, and otherwise provide the Firm and/or its Affiliates with marketing opportunities. Our sponsorship payments to these organizations for marketing and advertising opportunities provide an incentive for the organizations to promote the Firm's and/or the Affiliates' advisory services and products and may result in additional advisory program and annuity sales to plan participants. Certain of these arrangements constitute a compensated endorsement of our products and services which are disclosed in accordance with regulatory requirements.

Referrals to Third Parties. IARs may refer clients to an accountant, attorney, or other professionals, as necessary for non-advisory related services. Although IARs are not compensated separately for such non-advisory related referrals, IARs may refer clients to businesses providing these services that the IAR owns or works for outside of their association with the Firm and clients separately pay for those non-VFA related services. VFA does not endorse or supervise professionals referred to clients in this way.

For certain plan sponsor clients of VALIC, VFA has authorized its representatives to endorse, refer, and market the services of third-party registered investment advisers ("Third-Party Advisers") to the plan sponsors' participants in accordance with Rule 206(4)-1 under the Advisers Act, as amended. VFA and VFA's representatives receive referral fees from the Third-Party Advisers based on these endorsements and marketing activities. The compensation is paid as an ongoing cash payment calculated as a percentage of the advisory fees charged to the client by the Third-Party Advisers for the participants' enrollment in the advisory program offered by the Third-Party Advisers. Because VFA contracts with and is paid by these Third-Party Advisers for the referrals, any referral regarding such Third-Party Advisers presents a conflict of interest. VFA provides a written disclosure to the referral clients regarding the role of VFA and its representatives as a referral agent, the conflict of interest, which includes the compensation to VFA and/or the IAR, and other terms of the relationship between VFA and the Third-Party Advisers, which discloses this conflict.

Voting Client Securities. Neither the Firm nor its IARs will vote, or give any advice about how to vote, proxies for underlying funds held in your GPA account. Depending on the type of retirement account you participate in, you may have the right to vote or give voting instructions for proxies depending on the terms of the plan or custodial or other agreement for your individual retirement account. If not, your plan sponsor or other plan fiduciary may vote on behalf of your plan. Clients may contact their IAR with questions about our proxy voting policies.

Charitable Donations. VALIC, VFA, its Affiliates and/or its Supervised Persons from time to time make cash or non-cash donations to charitable organizations or societies organized as 501(c)(3) charities, including charitable organizations associated with potential and/or actual clients of VFA and/or VALIC. These charitable donations are provided in support of non-profit causes identified by that organization, and disbursements of such donations are done under the direction of the charitable organization, and not VFA or VALIC. VFA and VALIC have procedures to identify, address and mitigate potential conflicts associated with these payments.

Financial Information. VFA has no financial condition that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy petition.