

Service Provider Agreement – Portfolio Director®

The Variable Annuity Life Insurance Company (VALIC) Houston, Texas

This Agreement is made and entered into by and between the Employer identified in Section I, below, and VALIC (singularly, "party" and collectively, "parties"), effective as of the date and for the term provided herein. This Agreement does not apply to 457 Plans, Voluntary TSAs and other non-qualified deferred compensation plans.

I. EMPLOYER/PLAN INFORMATION

A. Employer Sponsoring Plan:

Name: _____
Address: _____ City: _____ State: _____ ZIP: _____
EIN: _____ Region: _____ Employer's Fiscal Year: _____
Authorizing Party – Adopting Plan Documents (e.g., Board of Directors, Board of Trustees, Executive Director, Pension Committee): _____

B. Employer's Legal Entity (Check all that apply.):

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Non-Profit 501(c)(3)* | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Professional Service Corporation |
| <input type="checkbox"/> Other Non-Profit | <input type="checkbox"/> Church – 414(e) | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> For-Profit Corporation | <input type="checkbox"/> Church – 3121(w) | <input type="checkbox"/> Partnership | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Other: _____ | | | |

*Copy of IRS Determination Letter regarding non-profit 501(c)(3) status, or legal opinion as to such status, must be attached.

C. Name of Plan:

Name: _____ ERISA Plan (check): Yes No
IRS Plan #: _____ Model Document Name and # (if applicable): _____
Model Document Vesting Option: _____ PD Series: _____ Existing GA# (if current VALIC client): _____

D. Effective Date of Plan:

Original Effective Date: _____ Restatement Date: _____

E. Plan Type:

403(b) 403(a) 401(k) 401(a) Other: _____

F. Plan Administrator (Plan information prepared by VALIC will be sent to this address unless otherwise indicated.):

Name/Title (if other than Plan Sponsor): _____
Please complete the following if not the same as Plan Sponsor:
Company: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____

G. Employer Contacts (authorized to act on behalf of Plan Sponsor):

Primary Contact:

Name: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____

Payroll Contact:

Name: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____

Billing Contact:

Name: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____

Agent for Service of Legal Process (Job Title, e.g., Chief Financial Officer):

Job Title: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____
Address: _____ City: _____ State: _____ ZIP: _____

H. Party Currently Providing Administrative Services:

Name: _____
Company: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____

I. Trustee (if applicable):

Name: _____
Company: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone: (_____) _____ Fax: (_____) _____ E-mail: _____
EIN (if applicable): _____

J. Names of Any Other Providers that currently or will hold Assets of the Plan:

K. Other Plans of Employer:

L. Is the organization sponsoring the Plan affiliated with, controlled by, or in control of any other organization? Yes No

(If yes, then an organization chart showing all organizations related to, controlled by, affiliated with, or controlling the organization sponsoring this Plan **must** be attached before any compliance services can be provided. Also, please refer to Controlled Groups and Affiliated Service Groups in Section III.E.)

If yes, is VALIC an investment provider for any of these organizations? Yes No

M. Predecessor Employer Information (if applicable):

Name: _____ EIN: _____
Name: _____ EIN: _____
Credit Service for Predecessor Employer: Yes No

N. Participating Employers (if applicable):

Employer Name: _____
EIN: _____ City: _____ State: _____
Employer Name: _____
EIN: _____ City: _____ State: _____

II. EMPLOYER/PLAN INFORMATION

The following is a list of Employer/Plan Administrator responsibilities. This list is not all-inclusive and may be subject to change as applicable laws change. For a description of the areas in which VALIC will provide assistance, refer to Section III, ADMINISTRATIVE SERVICES GENERAL PROVISIONS, herein.

- A. Establish the Plan** (if a new plan) with a resolution passed by the organization's Board of Directors (or appropriate governing body).
- B. The following items must be distributed to participants and/or posted for all employees within the time frames established by the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the Internal Revenue Code of 1986, as amended (IRC):**
 - Notice to Interested Parties (if required)
 - Summary Plan Description (SPD)
 - Summary Annual Report (SAR)
 - Benefits Statements
- C. The following items must be signed and forwarded (if necessary) to the appropriate governmental agency:**
 - Plan Document
 - IRS determination letter application (if appropriate)
 - Form 5500 and applicable schedules (if required)

Note: VALIC may prepare forms that must be filed for the Plan with the Internal Revenue Service (IRS) or the Department of Labor (DOL). However, full responsibility for filing these forms with the appropriate government agencies in a timely manner lies with and is assumed by the Plan Administrator named in the Plan Document. To the extent permitted by applicable law, the Employer shall indemnify, protect and hold VALIC harmless from any loss, liabilities, or expenses in connection therewith, including penalties, court costs, and attorneys' fees, arising out of inadequate or inaccurate data supplied by the Employer or Plan Administrator, or their failure to file reports prepared by VALIC with the applicable government agencies by the deadlines.
- D. Determine the need for and provide fidelity bond coverage for the Plan as required by ERISA Section 412.**
- E. Establish written procedures for administering Participant Loans (if applicable) and Qualified Domestic Relations Orders (QDROs).**
- F. Assist in making arrangements to enroll eligible employees.**
- G. Ensure that any non-discrimination testing or other testing required by law is performed and take any actions needed to maintain the Plan's compliance with relevant IRC requirements.**
- H. Send contribution remittance and detailed allocation instructions to VALIC in "good order."** "Good order" means that the allocation instructions are sent to VALIC before or concurrent with the contribution remittance and that they are in balance. Required information in the allocation instructions includes (but may be more extensive in order to support reporting or service work requested) participant name, SSN, source of the contributions, and dollar amount. VALIC accepts allocation instructions electronically. Electronic file processing using a standard file format is a requirement. For non-standard remittances, a service fee may apply. Prior to sending the first contribution remittance, the method and format must be reviewed and approved by VALIC's Client Contribution Services department. Contribution remittance must be fully funded for all positive amounts. Contributions made under a mistake of fact are processed and the funds returned separately. Up to five remitting locations can be used with no additional service fee.

- I. **Provide participant address information, when required.** If VALIC receives contributions for a participant who has not yet completed a contract application, VALIC will open a temporary “starter” account and, unless otherwise directed by the Employer, invest the funds in the Money Market Division of Separate Account A (Money Market Fund) available under the product(s) offered by VALIC for the Plan. In order to open a “starter” account, the participant’s current address is required. VALIC utilizes a third-party locator service to identify a valid address for the participant. If VALIC is unable to obtain the participant’s address through the locator service, we will use the Employer’s address. The funds will remain in the Money Market Fund investment option and may not be withdrawn or transferred to a different investment option until the participant has completed a contract application. VALIC will attempt to contact the participant through the financial advisor assigned to the Employer and by mail.
- J. **If your organization plans to initiate an employer-directed transfer of assets to VALIC, review and sign an “Agreement Regarding Capital Transfer of Assets” Form.**
- K. **Review each request for a distribution or loan, including required spousal consent (if applicable), and complete the section of each VALIC distribution form requiring the Plan Administrator’s information/approval.**
- L. **Inform participants of spousal rights to benefits, as prescribed by the Retirement Equity Act (REA) of 1984 and applicable regulations.**
- M. **Calculate eligibility, service, vesting, and contributions for all Employees based on the Plan Document provisions and applicable laws and regulations.**
- N. **Monitor Internal Revenue Code and Plan limits on Employer and Employee contributions.**
- O. **Notify VALIC promptly of any changes to organizational structure or any modifications, whether proposed or completed, to the Plan.**
- P. **Provide copies of executed Plan Documents and any amendments thereto to VALIC.**

III. ADMINISTRATIVE SERVICES GENERAL PROVISIONS

VALIC has developed certain administrative and record keeping services that may be selected by the Plan Sponsor. These services provided by VALIC will be provided in a non-fiduciary capacity. These additional services are intended to assist the Plan Sponsor in complying with the rules imposed by the IRC and ERISA. To the extent that the retirement plan is not subject to ERISA, the provisions of and services performed under this Agreement are hereby modified accordingly. For new plans: Employer acknowledges that no employee elective deferrals can be withheld until the Plan Document has been executed.

The Employer shall furnish VALIC with information required to carry out its duties hereunder. VALIC, as the entity providing administrative services to the Employer, is not the Plan Administrator, as defined under applicable law. VALIC shall be entitled to rely exclusively upon information furnished to it by the Plan Administrator and shall have no duty to look beyond such information. VALIC is not responsible for the actions or omissions of the Employer, Plan Administrator or other authorized Plan representative, or prior vendors or service providers, or for interaction with governmental agencies regarding issues for plan years prior to the plan years for which this Agreement is effective.

A. Implementation Services:

VALIC will coordinate set-up of the Plan on our record keeping system and the transfer of Plan assets to participant accounts.

B. Plan Document Services:

Plan Document Services will be available for plans that elect VALIC plan document services and that are approved using VALIC’s internal guidelines.

If Plan Document Services are selected or required and are approved using VALIC’s internal guidelines, then the following will apply:

1. VALIC will prepare a Plan Document and, if required by ERISA, a Summary Plan Description (SPD). Existing plan documents will be restated to a VALIC standard document as part of the initial plan set-up. Any existing plan document must be received and reviewed by VALIC before fees will be final.
2. The Plan Document provided will be a VALIC standard document.
3. An SPD (if required by ERISA) will be prepared.
4. Plan document maintenance is available at an additional fee upon the Employer’s request. Plan document maintenance includes regulatory and Plan Sponsor-requested amendments. Regulatory updates that require a complete restatement of the Plan are subject to an additional fee.

Please see:

• **Appendix A – Additional Services and Fees for the fees associated with customization of the Plan Document.**

• **Appendix B – VALIC Plan Document Maintenance Agreement for fees associated with plan document maintenance.**

Note: No work can be performed under VALIC’s Plan Document Services until final decisions have been made regarding all plan provisions. For new plans: Employer acknowledges that no employee elective deferrals can be withheld until the Plan Document has been executed.

5. VALIC will continue providing Plan Document Services until:

- The Employer has requested a transfer of all Plan assets available for transfer to another service provider.
- The Employer has discontinued Plan contributions for a period of more than 12 months (unless the Plan is a discretionary employer-contribution-only profit sharing plan or has been legally “frozen”).
- The Employer fails to notify VALIC of Plan termination prior to the effective date.
- The Employer has terminated the Plan and Plan assets have not been distributed within 12 months of the effective date of the Plan termination (and VALIC has not been notified of a pending determination letter application).
- The Employer contracts with an outside provider and makes changes that amend the VALIC document.

C. Employer/Participant Services:

The following Employer/Participant Services will be provided by VALIC (if applicable to the Plan):

1. Enrollment of participants.
2. Periodic benefit statements to active participants.
3. Maintenance of beneficiary records.
4. Processing of all requested disbursements from participant accounts as directed by the Plan Administrator.
5. Processing of forfeitures to reduce future Employer contributions as directed by the Plan Administrator.
6. Acceptance and processing of transfers (within VALIC contracts) in accordance with directions from participants and/or the Employer, Plan Administrator, or other designated Plan representative.
7. Tax withholding, as required or requested, on distributions to participants and beneficiaries.
8. Preparation of IRS Form 1099-R for distributions to participants and beneficiaries.
9. Assistance in handling REA requirements, including Qualified Pre-Retirement Survivor Annuities, Qualified Joint and Survivor Annuities, and Qualified Domestic Relations Orders.
10. Preparation of required notices to participants who receive distributions.
11. Preparation of reports necessary to complete the financial portions of Form 5500.

VALIC SHALL PROVIDE ONLY THE SERVICES LISTED ABOVE. SERVICES NOT LISTED ABOVE MAY BE AVAILABLE UPON REQUEST. PLEASE REFER TO SECTION V. D., ADDITIONAL FEE-BASED SERVICES, FOR OTHER SERVICES NOT LISTED ABOVE. A FEE MAY BE REQUIRED FOR ADDITIONAL SERVICES PERFORMED.

D. Administrative Services:

The following Administrative Services will be provided by VALIC (if applicable to the Plan) as required to properly administer the Plan and if Administrative Services have been elected by the Employer.

1. Maintain data and records necessary for VALIC to perform services hereunder based on information provided by the Employer and VALIC's records.
2. Calculation of participant eligibility for testing purposes.
3. Calculation of vesting percentage beginning in the second year Administration Services are provided under this Agreement or at the time participant census has been received, if earlier, unless vesting information is provided during the plan implementation process.
4. Group-level compliance testing as appropriate for plan type, including IRC Section 410(b) ratio percentage test, IRC Section 401(k) actual deferral percentage (ADP) test, IRC Section 401(m) actual contribution percentage (ACP) test, IRC Section 414(s) compensation test, IRC Section 401(a)(17) contribution limit and IRC Section 416 top heavy test, using standard VALIC procedures and methodologies.
5. Individual compliance testing performed on a plan-wide basis, including IRC Section 402(g) excess deferral limit and IRC Section 415(c) maximum annual additions.
6. In the event of plan testing failures, correction via refunds. Other correction methods will incur an additional fee.
7. Provide standard final testing package.
8. Preparation of signature-ready Form 5500 annual report (as required).
9. Preparation of Summary Annual Report (SAR) (as required).
10. Preparation of Form 5558 extension to file Form 5500 annual report (as required).
11. Make reasonable efforts to notify the Plan Administrator of any changes in federal laws or regulations that may affect the Plan.

12. If required by ERISA, provide for Employer's delivery to Plan participants annual (or other periodic, as required) fee disclosure information pursuant to DOL Regulation Section 2550.404a-5 regarding VALIC's services and investments; include actual charges to participant accounts on quarterly account statements and maintain a web site with more current information regarding the Plan investments.

At least annually, the Employer must provide census data electronically for all employees, including all employees of Controlled Group and Affiliated Service Group members. The census data must be provided whether or not the employees are eligible to participate in the Plan. Census specifications will be provided by VALIC based on the Plan's provisions. Required data must be provided as requested by VALIC no later than 3 months prior to the Form 5500 filing deadline (or extended deadline if Form 5558 is filed timely) in the format and medium prescribed by VALIC. Failure to provide census data as requested by VALIC may result in additional fees or termination of the Administration Services provided above. If VALIC is taking over an existing plan, Employer must provide information from the prior year as follows: plan document, test results, and Form 5500.

E. Controlled Groups and Affiliated Service Groups:

If the Employer's organization is part of an affiliated service or controlled group (as defined in IRC Section 414) and Administration Services have been elected, VALIC will provide services (including non-discrimination testing) only for those organizations and plans that are party to a VALIC service agreement electing Administration Services, unless otherwise noted herein. VALIC will not make the determination of whether or not such affiliated service or controlled group status exists.

Important: Omission of any other organization that may possibly be associated with the organization sponsoring this Plan may invalidate some or all of the services provided under this Agreement, including, but not limited to, preparation of the Plan Document and non-discrimination testing. Corrective activity for work previously performed will incur a fee.

IV. AGREEMENT PERIOD/TERMINATION/AMENDMENT

This Agreement shall continue in effect from the date that it is executed by VALIC and from year to year thereafter. Either VALIC or Employer may terminate this Agreement by written notification at least 60 days prior to the date the termination is to be effective. VALIC reserves the right to terminate this Agreement at any time that another financial institution is allowed to receive or hold funds for Employer's Plan unless the inclusion of such other institution is agreed to in writing by VALIC.

The original Service Fees for this Plan are set at the time of implementation based on information provided by the Employer regarding the amount of Plan assets and the number of Plan participants. In the event that these figures are not accurate, once the Plan assets are received, fees will be adjusted accordingly. Fees will be confirmed by VALIC as part of the implementation process.

V. SERVICE FEES

A. Set-up Fee:

VALIC will provide the Implementation and Plan Document Services specified in Section III of this Agreement after receipt of the set-up fee. There is no set-up fee for a new plan. The set-up fee for a takeover plan is \$300. If the Employer has executed an agreement with VALIC to transfer \$5 million or more in assets, the set-up fee will be waived.

B. Annual Administrative Service Fee:

If the Employer elects Administrative Services in Section VI, VALIC will provide the Administrative Services as described in Section III of this Agreement, as long as this Agreement remains in effect, for the Annual Administrative Service Fee. The Annual Administrative Service Fee schedule for the Administrative Services described in Section III is guaranteed not to increase during the first or next plan year following the effective date of the Agreement. VALIC shall notify the Employer in writing, at least 30 days prior to the end of the plan year, of any changes in the Annual Administrative Service Fee schedule for the subsequent year.

For purposes of this Agreement, a participant is defined as a customer with an account whose value is greater than zero on or about the last day of the plan year.

1. The Annual Administrative Service Fee for plans that choose compliance service with VALIC is a per participant fee. The per participant fee, based on average account balance (determined annually on or about the last day of the plan year), is as follows:

<u>Average Account Balance</u>	<u>Per Participant Fee</u>
\$0 - \$5,000	\$30
\$5,001 - \$10,000	\$20
\$10,001 and above	\$10

The Annual Administrative Service Fee shall not be less than \$2,500 nor greater than \$12,000.

2. For plans that satisfy the safe harbor requirements of IRC Sections 401(k)(12) and 401(m)(11), the Annual Administrative Service Fee, including any minimum fee, will be reduced by \$250.

C. VALIC reserves the right to charge a fee in addition to the Annual Administrative Service Fee due to:

- work that must be redone due to inaccurate or incomplete information furnished by the Employer or Plan Administrator;
- necessary compliance testing or services not included in the Administrative Services in Section III;
- delays in data or response.

D. Additional Fee-Based Services for All Plan Types:

Services in addition to the Administrative Services described in Section III may be selected or required based upon plan design, testing results and the Plan Administrator's performance of the duties as described in this Agreement. Some additional services may be selected during the initial plan design and implementation phase and some may not be identified until the non-discrimination testing phase. VALIC will make every effort to inform the Employer of the potential additional charges prior to assessing the fee.

See Appendix A for a list of Additional Services and Fees.

E. Fee Payment:

The annual base fee and additional fees (if applicable) will be billed directly to the Employer. Annual per participant fees will be:

- Billed directly to Employer
- Debited from Participant Accounts (subject to pre-approval by VALIC)

The Employer shall pay VALIC the Annual Administrative Service Fee in the amount indicated in this Agreement. The fees listed in this Agreement do not include any taxes. If VALIC is required to assess or pay taxes on the services provided hereunder, then such taxes shall be billed to and paid by Employer. Employer shall pay all invoices within thirty (30) days of the applicable invoice date. Any sum due to VALIC hereunder that is not paid within sixty (60) days from its invoice date will bear interest from the invoice date until paid at the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum rate of interest allowed by applicable law. Employer's failure to pay any invoice within sixty (60) days of the invoice date for the applicable invoice shall be a material breach of the Agreement and the Employer authorizes VALIC to liquidate sufficient assets from participants' accounts to pay the invoice. VALIC shall not be liable for any loss occasioned by such action including, but not limited to, the selection of a specific date or assets for such liquidation. In the event the Employer terminates this Agreement, a fee may be charged for services performed prior to termination for the plan year during which termination occurred. This Agreement applies to services provided by VALIC employees only, and not to services provided by any third party administration firm.

VI. OTHER ELECTIONS

- Employer hereby elects to have VALIC perform the applicable Administrative Services listed in Section III. Administrative Services shall be effective no earlier than the plan year in which assets have been transferred to VALIC. The effective date for these Administrative Services shall be for the plan year ending as follows:
Effective for Plan Year Ending: _____
- Employer elects to have VALIC provide Plan Document Services described under Section III. If this box is not checked, Employer retains sole responsibility for establishing and maintaining Plan Documents in conformity with current laws and regulations and shall provide VALIC with executed Plan Documents, including any current or future amendments thereto, whether required by law or discretionary, in a timely manner.
- Employer has retained the Third Party Administrator (TPA) listed below to perform the applicable Administrative Services listed in Section III. Changes to this information can be provided to VALIC in writing by an authorized Employer representative.

Name of TPA: _____

Mailing Address: _____ City: _____ State: _____ ZIP: _____

Phone: (____) _____

- Check box to authorize VALIC to make Annual 5500 Audit Package directly available to the TPA listed above.
- Check box to authorize VALIC to make Plan Sponsor Online (PSO) available to the TPA listed above.

VII. MISCELLANEOUS

A. Relationship of Parties:

The parties hereto shall remain at all times independent contractors. Neither party is an employee, agent, or representative of the other. Neither party, including its employees, agents or representatives, shall at any time attempt to act on behalf of the other party to bind the other party in any manner whatsoever to any obligations. Neither party nor its employees, agents or representatives shall engage in any acts that may lead any person to believe that such party is an employee, agent, or representative of the other party, its parent corporation, subsidiaries or affiliates. Each party agrees to give prompt written notice to the other party upon learning of any confusion by third parties as to the relationship of the parties.

B. Authority:

The person signing this Agreement on behalf of Employer personally represents and warrants to VALIC that he/she has the actual authority to sign on behalf of Employer.

C. Assignment and Delegation:

Employer agrees that VALIC may assign and delegate its rights and duties without the express consent of Employer. Employer agrees that it will not assign its rights or delegate its duties without VALIC's express prior written consent.

D. Integration and Modification:

This Agreement comprises the entire agreement of the parties concerning the subject matter described herein and, upon its effective date, terminates any prior agreements concerning the subject matter herein between the parties. Any statement or representation made by any party that is not expressly set forth in this Agreement shall not be binding on any party. There are no express or implied promises or other agreements, written or otherwise, concerning the subject matter which have not been set forth herein. This Agreement may not be modified without express written agreement executed by all parties.

E. Controlling Law:

Unless otherwise agreed to and set forth in an addendum to this Agreement, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed within the State of Texas. Each party irrevocably consents and submits to the jurisdiction of the courts of the State of Texas, including any federal court therein with respect to disputes arising hereunder.

F. Notices:

Unless otherwise specified elsewhere in this Agreement, all notices pertaining to this Agreement shall be in writing and delivered by first class United States mail, certified or registered mail (return receipt requested), or overnight delivery service. All notices shall be sent to the Employer at the address set forth in Section I. Notices to VALIC shall be sent to the following address:

Implementation
VALIC
2929 Allen Parkway, L11-40
Houston, TX 77019

G. Headings:

The headings in this Agreement are for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement.

H. Counterparts:

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Agreement.

I. Facsimile Signatures:

Each party agrees to accept the facsimile signatures of the other party to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signature shall be deemed binding upon the party sending the facsimile signature.

J. Binding Effect:

The provisions of this Agreement shall be binding and inure to the benefit of each of the parties and their respective successors and assigns.

K. Waiver:

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach or wrongful conduct.

L. Nature of Services:

Employer acknowledges and agrees that the services provided by VALIC hereunder are solely non-discretionary services. Employer further acknowledges and agrees that neither VALIC nor its employees, agents, or other representatives may provide either tax or legal advice to the Employer or to any Plan representative (including, but not limited to, a Plan Administrator other than the Employer or a Trustee). Employer hereby agrees that it shall seek and obtain competent tax or legal advice from licensed advisors as necessary and appropriate. Employer or its designee shall be responsible for the duties of Plan Sponsor, Plan Administrator, Plan fiduciary and other related functions of a discretionary nature in support of the establishment and maintenance of the Plan.

M. Broker-Dealer Services:

Enrollment services, investment education, purchases and sales of variable Plan investments, and other registered broker-dealer services will be provided by a subsidiary of VALIC, VALIC Financial Advisors, Inc. (VFA), and its authorized representatives. VFA is an SEC-registered broker-dealer and an investment adviser and a member of FINRA.

N. ERISA Plans:

If the plan identified in Section I is subject to ERISA:

- 1. Fee Disclosure.** Employer acknowledges and agrees that the authorized individual executing this Agreement on behalf of Employer is the Responsible Plan Fiduciary as defined in DOL Regulation Section 2550.408b-2; that VALIC has provided to the Responsible Plan Fiduciary the fee disclosure required under such regulation and that the Responsible Plan Fiduciary has reviewed the fee disclosure prior to executing this Agreement.
- 2. Non-fiduciary Investment Services.** VALIC and its affiliates agree to provide Employer non-fiduciary assistance with the selection and monitoring of investments available on VALIC's platform, including identification of investment alternatives based on criteria that Employer has established or adopted. Employer agrees to periodically review and confirm such criteria and to notify VALIC within a reasonable time of any changes in such criteria.

VIII. SIGNATURES

The undersigned warrant that they are duly authorized by the respective parties to execute this Agreement on behalf of each respective party, have read and understand the terms of this Agreement, have sought or had an opportunity to seek counsel, and hereby affix their signatures below signifying agreement to the terms of this Agreement on the date shown.

Employer

Employer Signature

Print Name

Date

Title

Plan Administrator Signature (If different from Employer)

Plan Administrator Name (Print)

Date

VALIC – The Variable Annuity Life Insurance Company

Home Office Signature

Print Name

Date

Title

Appendix A

Additional Services and Fees

Careful selection of a plan's required services will help to minimize plan costs. The following list includes items that will incur a fee in addition to those outlined in this Agreement. Fees are not all-inclusive and customized services may result in additional costs to the Employer.

A. Plan Document:

403(b) Plan Document and, if required, SPD (may not be available if plan assets with VALIC under \$5 million)	\$750
Conversion of outside document to VALIC document (if approved for plan document services using VALIC's internal guidelines.)	\$300
Plan Sponsor initiated document updates	\$300

B. Testing & Reporting Services:

414(s) Compensation Exclusion Testing	\$250
Non-Discrimination testing – Benefits, Rights and Features Test	\$500
Non-Discrimination testing – 401(a)(4) Test including New Comparability Plans	\$500
Non-Discrimination testing – Average Benefits Test	\$500
Aggregation of multiple census or service credit for common employees in a control group	\$250
Redo testing based on Employer census error	25% of Invoice
QNEC / QMAC calculations to correct testing failures	\$750
Completion of Schedule H or I of Form 5500 for plans with outside assets	\$500
Mid-year testing	\$5/participant, minimum \$750
Contribution Calculations (more often than annually)	Quote
Customized Reports (including non-standard audit reports)	\$100 per hour for programming

C. Miscellaneous:

Plan Design Consultation	Quote
Prior Plan Year Testing	20/participant, minimum \$2,500
Plan Termination:	
• Determination letter filing with IRS	\$1,500 – \$3,000
• Preparation of Form 5500 Schedule H or I	\$500
• Preparation of Form 5500 for 403(b)	\$500
Determination Letter Filing with IRS (individually designed or amended plan documents)	\$1,000
Preparation of DOL DFVCP Filings – Delinquent Form(s) 5500	\$1,000 base fee plus \$500 per plan year
IRS EPCRS or DOL VFC Correction Program Support	Quote
Non-Standard paper-based remittance of contributions	\$50 per remit/minimum annual fee \$1,300
Non-Standard contribution file format	\$500 annual fee per location
Multiple Remitting Locations:	
• Plan Assets with VALIC < \$5 Million	\$250 annual fee per location over 5
• Plan Assets with VALIC = \$5 – \$20 Million	\$250 annual fee per location over 10
• Plan Assets with VALIC > \$20 Million	\$250 annual fee per location over 20
Earnings calculations and plan contribution audits	\$100/hour (\$500 minimum/\$7,500 cap)
Rush Work	Quote
Customized enrollment campaign or enrollment materials	Quote
Other Services as requested by the Plan Sponsor	Quote

Appendix B

VALIC Plan Document Maintenance Agreement

This Agreement is made and entered into by and between The Variable Annuity Life Insurance Company (VALIC) and the Employer identified below, effective as of the date executed by VALIC for a period of one year, for the Plan identified below.

A. Ongoing Amendments/Restatements and Legislative Updates

VALIC will provide the following services for the Document Maintenance Fees described below:

- a. Plan Sponsor-initiated Plan provision changes.
- b. Legislative updates to the Plan Document necessary to comply with requirements of the Internal Revenue Service (IRS) or the Department of Labor (DOL) that can be accommodated via an amendment.
- c. Corresponding updates to the Summary Plan Description (SPD) (if an SPD is required by ERISA).

Note: This Agreement does not include legislative updates that require a complete restatement of the Plan. Plan restatements will be subject to an additional fee.

B. Document Services Fees

Employer will pay VALIC the applicable fees below:

Total Assets with VALIC	Plan Sponsor-Initiated Amendment Fees	Additional Fees for 403 (b) Plan Documents
\$0 - \$5 million	\$300 per amendment	• \$750 for initial 403(b) restatement to pre-approved document
\$5 - \$20 million	\$300 per amendment	• \$750 for initial 403(b) restatement to pre-approved document
\$20 million plus	Amendment fee waived	• Fees waived

C. Relationship to Service Agreement

This Agreement together with that certain Pension Administration Services Contract or Service Provider Agreement, as applicable, currently in effect between VALIC and Employer (the "Service Agreement") comprise the entire agreement between the parties concerning the subject matter described herein and therein. This Agreement shall supplement the Service Agreement and shall be governed by the terms and conditions set forth in the Service Agreement, except to the extent that this Agreement conflicts with the Service Agreement, in which case this Agreement shall govern. Upon its effective date, this Agreement terminates any prior agreements, other than the Service Agreement, between the parties concerning the subject matter herein. Any statement or representation made by any party that is not expressly set forth in the Service Agreement, as supplemented by this Agreement, shall not be binding on any party.

Plan Document Sponsor Name: The Variable Annuity Life Insurance Company (VALIC)

Name of Plan: _____

Name of Employer: _____

Employer Signature

Print Name

Date

Title

VALIC – The Variable Annuity Life Insurance Company

Home Office Signature

Print Name

Date

Title