

The Variable Annuity Life Insurance Company (VALIC)  
 The United States Life Insurance Company in the City of New York (USL)

## 1. ELECTIVE DEFERRAL ELECTION

I authorize \_\_\_\_\_ (Employer) to begin withholding the following amount from my eligible compensation beginning with the pay period containing the following future effective date \_\_\_\_\_ (MM/DD/YYYY), or as soon as administratively feasible thereafter and remit the amount withheld to contract/certificate issuer as an elective deferral contribution to my account in Employer's 401(k) plan:

### Pre-Tax Elective Deferral Contribution

- A. \$ \_\_\_\_\_ from my eligible compensation each pay period.
- B. \_\_\_\_\_ % of salary received for each pay period.
- C. \$ \_\_\_\_\_ in a single payment.

### After-Tax ROTH Elective Deferral Contribution

- A. \$ \_\_\_\_\_ from my eligible compensation each pay period.
- B. \_\_\_\_\_ % of salary received for each pay period.
- C. \$ \_\_\_\_\_ in a single payment.

**Note:** An eligible employee can elect to make elective deferral contributions to Employer's 401(k) plan on a pre-tax basis, on an after-tax Roth basis, or a combination of the two. The percentage or dollar amount elected in the pre-tax and after-tax Roth sections above will be added together for the total amount to be withheld from your pay and contributed to your plan account. Subject to the terms of your Plan, catch-up contributions can only be made after-tax Roth if your wages in the preceding year exceed the IRS limit for pre-tax contributions.

(To terminate an agreement and stop elective deferral contributions, enter 0% or \$0.00 above.)

## 2. EMPLOYEE ACKNOWLEDGEMENT

- I authorize Employer to remit the contribution amount designated above to contract/certificate issuer as elective deferral contributions to the 401(k) plan established by Employer.
- I acknowledge this Agreement will take effect as of the beginning of the pay period containing the effective date above or as soon as administratively feasible thereafter, and will remain in effect until I change (revoke or modify) it.
- I acknowledge this Agreement applies only to compensation not yet paid or made available to me.
- I acknowledge that Employer does not warrant the performance or the appropriateness of any investment or the tax consequences or excludability and will not be responsible for any penalties or tax consequences resulting from this Agreement.
- I acknowledge that deferrals may be stopped if Internal Revenue Code or plan limit may be exceeded.
- I acknowledge that nothing in this Agreement will be deemed to constitute an employment agreement with Employer.
- I acknowledge that my elective deferral contribution election is subject to the terms and conditions of my Employer's 401(k) Plan and applicable Internal Revenue Code rules and regulations.

## 3. EMPLOYEE SIGNATURE

This elective deferral agreement replaces any earlier agreement and will remain in effect as long as I remain an eligible employee under Employer's 401(k) Plan or, if earlier, I revoke or modify this Agreement by providing a revised elective deferral agreement to Employer.

\_\_\_\_\_  
 Employee Name (please print)

\_\_\_\_\_  
 Employee Identification Number

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

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