

Howard University Savings Plan

Mutual Fund 403(b) Enrollment Form with Guided Portfolio Service® (GPS)

Group ID# 04065004 CS: 6 CS: M

VALIC Retirement Services Company (VRSCO)

1. CLIENT INFORMATION

Name: _____ SSN or Tax ID: _____

Mr. Mrs. Ms. Dr. Rev.
Gender: Male Female Marital Status: Married Not Married Date of Birth: _____

Residence Address*: _____

City: _____ State: _____ ZIP: _____

Phone: (____) _____ Phone: (____) _____
 Business Personal Business Mobile Personal Mobile Business Personal Business Mobile Personal Mobile

Mailing Address* (if different from residence): _____

City: _____ State: _____ ZIP: _____

*All accounts will be updated with these addresses.

Dependents: Anticipated Number of Dependents in Retirement: _____ (If left blank, zero will be used.)

2. INVESTMENT MANAGEMENT

You have two choices when it comes to the selection of your investments and management of your assets: (A) we can do it for you through Guided Portfolio Services, or (B) you can do it yourself. Choose one:

A. Guided Portfolio Services (GPS) – Portfolio Manager

I elect to participate in GPS for all my eligible plans listed above. I elect to participate in GPS for this plan only: _____ When you check one of the boxes above, you will receive personalized investment advice and ongoing asset management services for a fee. First, GPS helps you specify your retirement goals. Second, it uses an independent expert to identify any gap between your desired and forecasted annual retirement income, determine the probabilities of your achieving various levels of retirement income, determine how much you need to save, provide you with an asset allocation strategy and select and implement appropriate investment options. Third, the expert will monitor your portfolio on an ongoing basis, consider reallocations at least quarterly, and update your advice at least annually. Along with this application, you will find an Investment Advisory Service Agreement, VALIC Financial Advisors, Inc.'s Form CRS and Form ADV Part 2A, and Participant Fee Schedule. Take a moment to familiarize yourself with these materials.

B. I choose to determine my asset allocation strategy, select my investments and monitor and manage my assets myself.

If you choose this option, do **NOT** complete Section 4. See fund list in the Investment Options section.

Note: If you are enrolling in GPS, your contributions will be deposited in the plan's default allocation and will remain there until reallocated by GPS.

3. INVESTOR PROFILE

Have you previously purchased mutual funds or other securities? No Yes If yes, number of years: _____

Investment Objective (check one): Safety of Principal Long-Term Growth Income

Risk Profile: Higher Risk Aggressive Moderately Aggressive Moderate Moderately Conservative Conservative Cautious

Financial Situation:

Annual Household Income Under \$50,000 \$50,000 - \$100,000 Over \$100,000 list amount: \$ _____

Net Worth (excluding value of primary residence) Under \$50,000 \$50,000 - \$100,000 Over \$100,000 list amount: \$ _____

Life Insurance (face amount) Under \$50,000 \$50,000 - \$100,000 Over \$100,000 list amount: \$ _____

Tax Bracket: _____ % Dependents: Number: _____ Age(s): _____

Client Occupation: _____ % Annual Salary: \$ _____ Date of Hire: _____

Is the Client employed by or registered with a FINRA member firm? Yes No

YOUR Annual Contributions for Retirement *if left blank, zero will be used. Do NOT include Employer contributions.

Group Number	Plan Number(s) or Plan Name(s)	Traditional Plan:	Roth 403(b) or 401(k):
_____	_____	% of salary or \$ _____	% of salary or \$ _____
_____	_____	% of salary or \$ _____	% of salary or \$ _____
_____	_____	% of salary or \$ _____	% of salary or \$ _____

Retirement Goals

Actual or desired Employee Plan Savings Rate (i.e., contributions) _____ % of salary or \$ _____. (If left blank, zero will be used).

Do not include Employer contributions.

Desired Retirement Age: _____. (If left blank, age 65 will be used.)

Desired Annual Retirement Income: \$ _____ or _____ % of current after-tax salary. (If left blank, 80% of income/salary will be used.)

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4. ADDITIONAL GPS INFORMATION Complete only if electing Guided Portfolio Services.

A. RISK PREFERENCE OVERLAY QUESTIONNAIRE (REQUIRED - select one response per question)

1. Select the statement that best reflects your comfort with investment risk:

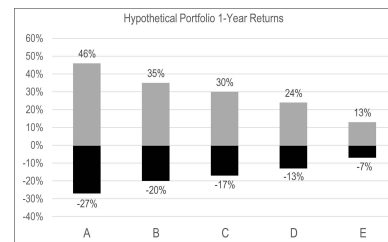
	Response Value
<input type="checkbox"/> (a) I want to preserve my wealth, even if it means not keeping pace with inflation.	0
<input type="checkbox"/> (b) I want some small return and would be satisfied keeping pace with inflation.	3
<input type="checkbox"/> (c) I want to grow my portfolio at a steady pace over time and I am comfortable with some market swings.	6
<input type="checkbox"/> (d) I want significant growth in my portfolio, and in attempt to achieve that, I am willing to face dramatic fluctuations and downturns in the value of my investments.	9
<input type="checkbox"/> (e) I want to maximize growth, and in an attempt to achieve that, I am willing to face dramatic fluctuations and downturns in the value of my investments.	12

Score: -----

2. The graph below shows a range of hypothetical one-year returns for five portfolios. Which hypothetical range of returns would you feel most comfortable with?

	Response Value
<input type="checkbox"/> (a) -27% loss and 46% gain	12
<input type="checkbox"/> (b) -20% loss and 35% gain	9
<input type="checkbox"/> (c) -17% loss and 30% gain	6
<input type="checkbox"/> (d) -13% loss and 24% gain	3
<input type="checkbox"/> (e) -7% loss and 13% gain	0

Score: -----



3. How would you respond to the following statement? I am comfortable with investments that may frequently experience large declines in value in the short-term if there is a potential for higher long-term returns.

	Response Value
<input type="checkbox"/> (a) Strongly agree	12
<input type="checkbox"/> (b) Agree	9
<input type="checkbox"/> (c) Neutral	6
<input type="checkbox"/> (d) Disagree	3
<input type="checkbox"/> (e) Strongly disagree	0

Score: -----

4. If your portfolio value fell by 20% - eg., from \$100,000 to \$80,000 - how would you most likely react?

	Response Value
<input type="checkbox"/> (a) Not make any changes to my portfolio	12
<input type="checkbox"/> (b) Think about changing to more conservative investments but wait and see what happens	6
<input type="checkbox"/> (c) Quickly change to substantially more conservative investments	0

Score: -----

5. Please select the statement that most closely describes your emotional reactions to market downturns:

	Response Value
<input type="checkbox"/> (a) Investment losses make me very uncomfortable. When markets become volatile, I check my portfolio often so I can make adjustments.	0
<input type="checkbox"/> (b) Investment losses make me a bit uneasy, but not enough to do anything. However, if the volatility lasts a long time, I would think about changing my investments.	6
<input type="checkbox"/> (c) I understand that most investments will have periods of losses, but that's just a natural part of investing and it does not have much of an effect on me. I would not make adjustments to my portfolio based on market ups-and-downs.	12

Score: -----

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B. CLIENT

Other Retirement Benefits (Optional)

Estimated Pension Benefits

Description: _____ Age Benefits Begin: _____ (if left blank, age 65 will be used.)

Estimated Monthly Pension Payment: \$ _____ (Will accept dollar amount only.)

Inflation Adjustments for Pension Benefits (select one of the options below).

Benefits will NOT be adjusted for inflation.

Begin adjusting benefits NOW (default to keep up with salary).

Begin adjusting benefits at the Age Benefits Begin.

Premium Over Inflation: _____% (if left blank, zero will be used.)

Pension benefits will be adjusted by inflation PLUS the Premium Over Inflation percent specified above.

Social Security Benefits

Include Social Security Benefits (check one): Yes; Estimate Monthly Benefit and Age Benefits Begin (default)

Yes; Use Monthly Benefit: \$ _____ AND Age Benefits Begin: _____

No; Do not include Social Security Benefits

C. SPOUSE

Basic information (Optional)

Name: _____ SSN or Tax ID: _____

Date of Birth**: _____ Year of Employment (YYYY): _____ (if left blank, date of birth plus

22 years will be used.)

Gender**: Male Female Annual Earned Income/Salary: \$ _____ (if left blank, zero will be used.)

Retirement Goals

Desired Retirement Age:** _____ Desired Annual Retirement Income: \$ _____ or _____% of current after-tax salary.
(if left blank, 80% of Annual Earned Income/Salary will be used.)

**If spouse information is to be included, this data is required.

Other Retirement Benefits (Optional)

Estimated Pension Benefits

Description: _____ Age Benefits Begin: _____ (if left blank, age 65 will be used.)

Estimated Monthly Pension Payment: \$ _____ (Will accept dollar amount only.)

Inflation Adjustments for Pension Benefits (select one of the options below).

Benefits will NOT be adjusted for inflation.

Begin adjusting benefits NOW (default to keep up with salary).

Begin adjusting benefits at the Age Benefits Begin.

Premium Over Inflation: _____% (if left blank, zero will be used.)

Pension benefits will be adjusted by inflation PLUS the Premium Over Inflation percent specified above.

Social Security Benefits

Include Social Security Benefits (check one): Yes; Estimate Monthly Benefit and Age Benefits Begin (default)

Yes; Use Monthly Benefit: \$ _____ AND Age Benefits Begin: _____

No; Do not include Social Security Benefits

5. DOCUMENT DELIVERY CHOICES

E-mail Address: _____ Business Personal

By providing my e-mail address above, I elect to enroll in Personal Deliver-e®, VALIC's electronic document delivery service.

Electronic delivery is a free service though you may pay Internet service provider fees to access the Internet or receive e-mails. VALIC will send e-mail notices when regulatory disclosures, transaction confirmations and account statements are available for viewing and/or printing online. You may customize your selections online at aig.com/RetirementServices.

I elect to continue receiving account information and related materials in a printed format.

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6. GPS ENROLLMENT DISCLOSURE Complete only if electing Guided Portfolio Services.

(Initial each line to acknowledge understanding.)

- _____ I understand that when using GPS Portfolio Manager, I am agreeing to participate in and pay for a separate investment advisory program, and I am not purchasing a security. These fees are in addition to any other fees and changes imposed by VALIC.
- _____ I understand that the investment advice and recommendations I receive from GPS will be based solely on the information disclosed to VALIC Financial Advisors, Inc. in my GPS Client Profile, and on the balances/allocations of assets I may have in my VALIC plan(s)/account(s). Thus, advice delivered by GPS will not consider information I may have provided previously when purchasing a separate product or security.
- _____ I understand that GPS will manage my investments exclusively in accordance with the retirement objectives and risk preference overlay responses indicated on my GPS Client Profile form. Thus, any investment objectives or risk profiles/preferences that I may have disclosed previously will not be taken into consideration.
- _____ Because GPS will manage my investments in accordance with the retirement objectives indicated on my GPS Client Profile form (with minor adjustments based on my risk preference overlay responses, as applicable), and because the GPS portfolio assignment is aimed at better diversifying my total retirement portfolio (which includes retirement assets and income streams outside the GPS managed accounts), I understand that my GPS portfolio may involve/require more or less risk than I was previously accustomed to taking.
- _____ Furthermore, because my GPS portfolio assignment is aimed at better diversifying my total retirement portfolio, I understand the importance of disclosing as much information as possible about the other components of my total retirement portfolio when completing my GPS Client Profile form.
- _____ Given that my GPS portfolio may involve more or less risk than which I may have been previously accustomed, I understand the importance of reviewing my initial GPS Investment Policy Statement ("IPS") immediately upon receipt. This IPS will confirm my retirement objectives and the data upon which the initial GPS investment advice is based.
- _____ I understand that the advised asset allocation and investment selections for the existing balances in, and future contributions to my VALIC plan(s)/account(s) that are enrolled in GPS, will be automatically implemented as indicated in the Disclosures section of the IPS unless I immediately request otherwise.
- _____ I understand that I will have ten (10) calendar days from the date reflected on the initial IPS to cancel the GPS program at no cost to me. Upon review of my IPS, if I am uncomfortable with the GPS portfolio assignment, I may also login to my VALIC account or contact the Asset Management Center at (800) 448-2542 to make any necessary changes to my GPS Client Profile information.
- _____ I understand that GPS will regenerate my advice, in the form of an IPS, at least once per year while I am enrolled in GPS and these subsequent advice outputs may include any updates to my GPS portfolio assignment that are deemed appropriate by the advice program.
- _____ I understand that should my retirement objectives or investment circumstances change, it is my responsibility to have my GPS Client Profile information updated accordingly by contacting my advisor, contacting the Asset Management Center, or logging on to my VALIC account and accessing my GPS Client Profile as soon as possible.

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7. SIGNATURES

Plan Participation: I understand that transfers from the Fixed-Interest Option may be restricted. I understand that mutual fund investment return and principal value will fluctuate so that when redeemed any shares in my Plan account may be worth more or less than their original cost. I affirm that the information on this form is accurate and complete, to the best of my knowledge.

Guided Portfolio Services Program – Portfolio Manager:

By electing to participate in the Guided Portfolio Services Program – Portfolio Manager by checking one of the boxes in Section 2A on Page 1, I hereby verify that by signing below I have received and understand the Investment Advisory Services Agreement (IASA), fee disclosure documents and VALIC Financial Advisors, Inc.'s Form CRS and Form ADV Part 2A describing this program. Further, by my signature, I agree to all the terms and conditions stated in the IASA.

An Investment Policy Statement (IPS) will be generated following receipt in good order of all necessary documentation. The IPS will confirm your Client Profile Information and it will feature the results of your Wealth Forecast and the investment advice pertaining to it. Initial financial transactions, if any, will be processed not less than ten (10) calendar days from the date reflected on the initial IPS. Subsequent rebalancing financial transactions, if any, will be processed each quarter. On your enrollment anniversary, a new IPS will be generated using your Client Profile Information on file at that time. OR, if I chose to manage my funds by checking the box in 2B on Page 1, I verify that I chose not to participate in Guided Portfolio Services.

_____ Client Signature

_____ Date

_____ Signed At: City/State

Upon completion of this form, a Salary Reduction Agreement and Beneficiary Designation Form must be submitted with document to VALIC Retirement Services Company.

8. FINANCIAL ADVISOR INFORMATION (To be completed by VFA financial advisor ONLY.)

Financial Advisor Name: _____

Financial Advisor Phone: _____
Area Code Phone

Financial Advisor Signature: _____ Date: _____

Agent #: _____ Region #: _____ District #: _____

Principal Approval: _____ Date: _____

Please fax this form and any documentation to 1-877-202-0187 or mail to the address below for processing:

VALIC Document Control
P.O. Box 15648
Amarillo, TX 79105-5648

If overnight delivery:

VALIC Retirement Services Company
1050 N. Western St.
Amarillo, TX 79106-7011

Questions about this form may be directed to 1-800-448-2542, Monday through Friday, 7 a.m. - 8 p.m. Central Time.

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9. INVESTMENT ELECTIONS – Complete only if not participating in GPS. Indicate investment elections below for all future contributions to the Plan. Use whole increments of 1% (no fractions) to total 100%.

- | | |
|---|---|
| ___% AMCENT INF-ADJ BOND INV (ACITX) | ___% AMEFUNDS AMER BALANCED R5 (RLBFX) |
| ___% AMER FUNDS AMER MUT R5 (RMFFX) | ___% AMERICAN FUNDS AMCAP R5 (RAFFX) |
| ___% AMERICAN NEW PERSPECTIVE R5 (RNPFX) | ___% AMFUNDS EUROPACIFIC GR R5 (RERFX) |
| ___% BNY MELLON BOND MARKET IDX INV (DBMIX) | ___% BNY MELLON INTL STOCK IDX INV (DIISX) |
| ___% BNY MELLON MID CAP INDEX INVES (PESPX) | ___% BNY MELLON SML CAP STK IDX INV (DISSX) |
| ___% CLEARBRIDGE SMALL CAP GR I (SBPYX) | ___% FEDERATED CLOVER SM CAP VAL IN (VSFIX) |
| ___% FIXED-INTEREST OPTION (FB124) ¹ | ___% JP MORGAN DISCIPL EQUITY L (JPIEX) |
| ___% JP MORGAN MID CAP VAL I (FLMVX) | ___% PIMCO TOTAL RET ADMIN (PTRAX) |
| ___% PRUDENTIAL JEN MID CAP GRWTH Z (PEGZX) | ___% T. ROWE PRICE RTMT 2010 (TRRAX) |
| ___% T. ROWE PRICE RTMT 2020 (TRRBX) | ___% T. ROWE PRICE RTMT 2030 (TRRCX) |
| ___% T. ROWE PRICE RTMT 2040 (TRRDY) | ___% T. ROWE PRICE RTMT 2050 (TRRMX) |
| ___% T. ROWE PRICE RTMT BALANCED (TRRIX) | ___% VANGUARD 500 IDX ADM (VFIAX) |
| ___% VANGUARD FEDERAL M MKT (VMFXX) | |

100% Total

¹ Policy Form GFA-504, a group fixed allocated annuity, issued by The Variable Annuity Life Insurance Company, Houston, Texas.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

This Investment Advisory Agreement ("Agreement") is entered into between you and VALIC Financial Advisors, Inc. ("VFA"), a Texas corporation registered as an investment advisor with the United States Securities and Exchange Commission, regarding your participation in VFA's Guided Portfolio Services Program – Portfolio Manager ("Advice Program"). By entering into this Agreement you have chosen to participate in an investment advisory program available as a separate related service for your retirement plan account(s) ("Account") with The Variable Annuity Life Insurance Company ("VALIC") and its affiliates.

Our ability to manage your account properly depends on you providing to us as much current financial information as possible. Please complete the "Client Profile" section and "Client Profile – Additional Information (optional)" sections provided. You represent that your responses to the "Client Profile" and "Client Profile – Additional Information (optional)" sections represent a reasonable and correct summary of your retirement objectives and your financial situation. You acknowledge and understand that VFA and Morningstar Investment Management LLC (Morningstar) may rely on such information in providing you this Advice Program.

Under this service, you request that VFA exercise discretionary authority to allocate and reallocate your account, to implement individualized advice generated by a program created by Morningstar, acting as an independent financial expert. Accounts are considered for reallocation at least quarterly. Initially, and at least once each year thereafter, you will be given an opportunity to review and confirm the accuracy and completeness of the information upon which the advice is based. You may contact us at any time to update this information. Because you are directing VFA to manage the account on your behalf, certain automatic transactions otherwise available under the account, such as contribution and account allocation and reallocation, either systematic or otherwise, will not be processed until you have terminated participation in the Advice Program.

Terms and Conditions

1. Relationship to Employer-Sponsored Retirement Plans

If your VALIC Retirement Services Company Account(s) is part of an employer-sponsored retirement plan or program, then:

- If your employer or another plan representative maintains authority over your Account under the plan or program including but not limited to control over whether the Advice Program is available to plan participants, or over the designation of Advice Program alternatives available to you, then we require that a plan representative complete a "Plan Services Agreement" before you can select any option under the Advice Program. Your employer's plan or program may impose limitations on your exercise of rights under the Advice Program. In addition, the plan may allow your employer to terminate the availability of Advice Program to you and to other participants in the plan. If your employer does not maintain authority over your Account under the plan or program, such as in the case of many voluntary non-ERISA 403(b) programs, no Plan Services Agreement is required and you may select any option under the Advice Program, subject to any limitations described in this Agreement.
- Nothing in this Agreement is intended to restrict your rights under your employer's plan, including, if applicable, those rights described in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Advice Program has been designed to satisfy applicable ERISA requirements, including any applicable restrictions on the provision of investment advice by providers of investment products, in the manner described in United States Department of Labor Advisory Opinion [2001-09A] issued to VALIC's sister company, SunAmerica. As described in greater detail below, VFA has designated Morningstar as the "independent financial expert" to provide the advice that you will receive from VFA. You should be aware that VFA cannot give tax or legal advice to plan sponsors or plan participants, as to the plan's compliance with the Code, ERISA, or applicable state law requirements, and nothing in this Agreement is intended to suggest legal reliance on individual rulings granted to other parties.
- If your employer's plan is subject to the requirements of ERISA, and if the plan is intended to comply with the requirements of Section 404(c) of ERISA, or if the plan is not subject to ERISA but it is still intended to comply with the requirements of Section 404(c) of ERISA or similar requirements:
 - Nothing in this Agreement is intended to restrict your rights or obligations under ERISA Section 404(c), or similar requirements; and
 - You may terminate your participation in this Advice Program at any time.

2. Independent Financial Expert

You agree to permit VFA to hire Morningstar or a suitable alternative as an independent financial expert. Morningstar is an Illinois corporation and is registered as an investment advisor with the United States Securities and Exchange Commission. Morningstar will act as an independent financial expert to the Advice Program. All fees and expenses charged by Morningstar for these services will be paid from your Account for the Advice Program. The advice provided to you under the Advice Program is limited to the independent advice provided from tools created by Morningstar as independent financial expert, which your VFA financial advisor cannot modify.

3. No Guarantee

You understand, acknowledge and accept that advice by Morningstar relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The analysis and advice provided by Morningstar and delivered by VFA depends upon a number of factors, including the information you provide, various assumptions and estimates and other considerations. As a result, the wealth forecast developed and advice and recommendation provided are not guarantees that you will achieve your retirement goals or anticipated performance. You understand and agree that, if you do not disclose information that could be relevant to the advice given, VFA will not be responsible for the resulting impact of the advice on the performance of your Account.

4. Form ADV and Form CRS

By entering in to this agreement, you represent that you have received and reviewed VFA's Form CRS, as well as VFA's Form ADV Part 2A brochure, which describes the Advice Program, VFA and the Independent Financial Expert. The Form ADV Part 2A brochure for the Advice Program is filled annually with the U.S. Securities and Exchange Commission.

5. Term

This Agreement becomes effective upon the receipt by VFA of sufficient information regarding you and your Account to provide advice using the Morningstar advice tools. This Agreement and your participation in the Advice Program may be terminated by you or VFA at any time, for any reason upon written notice delivered to the other party. The termination will be effective as of the date of receipt of such notice.

If you terminate the Advice Program you must wait at least 12 months before re-enrolling in the Advice Program again. In the event of your death during the Term of this Agreement, upon VFA's receipt of proof of death, all investment advisory services shall cease. No further investment transfers, allocations or reallocations instructions for your Account will be accepted by VFA.

6. Fees

You will be charged and pay VFA fees for the Advice Program. These fees are in addition to any other fees and charges imposed by VALIC for other services, accounts or products. The annual fee for the Advice Program is reflected in the Fee Schedule provided herewith and which will be reflected in your initial Investment Policy Statement. This fee will be calculated by applying the Fee Schedule to the Account value at each calendar quarter end and will be deducted from your Account within fifteen (15) days after the end of such calendar quarter. If you enrolled in the Advice Program during the quarter, you pay a fee only for those days in which you were enrolled in the Advice Program. VFA will assess the fee from the date on which investment advice was first generated for your Account. When calculating your fee, the fee will be based on the value of assets in the account eligible to be managed in the Advice Program.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

If you have multiple retirement plan accounts enrolled in the Advice Program, the Account values of such Accounts will be combined to calculate your fees. Accounts are aggregated for fee calculation purposes based on your social security number. VFA does not combine, for purposes of calculating advisory fees, the Account values of your family members or the value of any other accounts you may have in other VFA investment advisory programs.

In the quarter in which you enroll in the Advice Program, you will have ten (10) calendar days from the date reflected on the initial Investment Policy Statement to terminate the Advice Program without incurring a fee. VFA will not assess a fee in a calendar quarter that you terminate the Advice Program or liquidate/surrender your Account. If prior to a quarter-end, the Advice Program is terminated, the entire account value is transferred out of your Account or your plan sponsor terminates the Advice Program, VFA will not charge an advisory fee for that quarter.

Any change to the above fees or billing practices will apply no sooner than 90 days following the mailing of notice of the change to the plan sponsor and to you.

7. Your Obligation and Acknowledgement

- You agree, understand, and acknowledge that any investment advice provided to you by Morningstar and delivered by VFA is created by Morningstar and not your employer, retirement plan sponsor, any service provider to your retirement plan, or any other entity.
- You agree, understand, and acknowledge that you have decided to participate in the Advice Program on the basis of your own determination and that no person or entity other than your financial advisor has recommended that you participate or has otherwise advised you with respect to your participation.
- You agree, understand, and acknowledge that you must provide complete and accurate information when requested by VFA and Morningstar in order to get the maximum usefulness from the Advice Program.
- The Advice Program is intended to be used by you as part of your retirement or financial planning. You agree, understand and acknowledge that you are responsible for reviewing your Account(s) periodically to monitor changes in the market and the value of your investments. You should also review your Account(s) in the event of a significant life event (marriage, birth of a child, promotion) and notify VFA of the occurrence of any of these significant life events.

8. Limitation of Liability

The use and storage of any information including, without limitation, your account number, password, identification, portfolio information, account balances and any other information available on your personal computer is your sole risk and responsibility. You are responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, and for all communications service fees and charges incurred by you in accessing these services. Nothing in this Agreement should be construed to mean you are waiving any rights to which you are statutorily qualified for under ERISA, if applicable, and the Investment Advisers Act of 1940, as amended (the "Advisers Act").

You understand and agree that there is no guarantee that the recommendations generated by Morningstar and delivered by VFA will be successful.

You acknowledge that the outcome of the Advice Program's calculations are estimates only, and there is no guarantee of the future financial performance of your investments or that you will meet your desired goal(s). You acknowledge that because of these limitations, the Advice Program service should be used as a tool in your retirement or financial planning and not as a substitute for your informed judgement.

You agree, understand, and acknowledge that we are basing our advice to you on the responses you provide and other information which you furnish to us through the Advice Program and updated by you as necessary. We shall not be liable to you for any misstatement or omission contained in the information you furnish to us, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission.

9. Extraordinary Events

VFA shall not be liable for loss caused directly or indirectly by governmental restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control. VFA shall not be responsible for loss or damages caused by equipment failure, communications lines failure, unauthorized access, theft, systems failure and other consequences beyond our control.

10. Assignability

VFA may not assign this Agreement without your consent, which will be obtained by providing written notice to you. "Assignment" for these purposes will be construed in accordance with the definition included in and interpretations under the Advisers Act.

11. Separability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

12. Agreement to Arbitrate

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to VFA's investment advisory business, as described herein, shall be settled by arbitration administered by the American Arbitration Association. Arbitration is final and binding on the parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. No party shall bring a class action to arbitration. By agreeing to this arbitration agreement, you do not waive any rights you may have under any applicable state and federal securities law.

In agreeing to arbitration, the parties understand that:

- **Arbitration is final and binding on the parties**
- **The parties are waiving their right to seek remedies in court, including the right to jury trial**
- **Pre-arbitration discovery is generally more limited than and different from court procedures**
- **The arbitrator(s)' award is not required to include factual findings or legal reasoning and any party's right to appear or to seek modification of rulings by the arbitrator(s) is strictly limited**
- **Where more than one arbitrator is appointed, the panel of arbitrators typically may include a minority of arbitrators who are or were affiliated with the securities industry**
- **The parties may be required to pay costs in connection with the arbitration and the arbitrator(s)' award may include an award of attorney's fees**

The arbitration shall be conducted pursuant to the American Arbitration Association's Commercial Arbitration Rules, together with its Securities Arbitration Supplementary Procedures, then in effect, and may occur before a panel of one or three arbitrators in accordance with those rules. The validity and enforcement of this arbitration agreement shall be governed exclusively by the Federal Arbitration Act and the laws of the State of Texas.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

13. Privacy

Protection of Nonpublic Personal Information. VFA is subject to various privacy requirements for the protection of its clients under the Gramm-Leach-Bliley Act (Act) and regulations promulgated pursuant to the Act.

Definition of Nonpublic Personal Information. Nonpublic personal information of customers or consumers ("NPI") includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive, financial and health information. NPI includes information on our forms or in a database of any kind, information created by us, information collected by or on behalf of us and personally identifiable information derived from NPI.

Disclosure and Use of NPI. All NPI that VFA obtains as a result of this relationship shall not be used, disclosed, reused or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed. All NPI shall be held in confidence to the same extent and in at least the same manner as VFA protects its own NPI, but in no case in a lesser manner than a reasonable degree of care under the circumstances.

VFA shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, independent financial expert and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement, provided that VFA shall take all reasonable measures to ensure that the NPI is not disclosed or reproduced in contravention of the provisions of this Section by VFA officers, agents, subcontractors, independent financial experts and employees.

The obligations of this Section shall not restrict any disclosure by VFA pursuant to any applicable state or federal laws, or by request or order of any court or government agency (provided that the disclosing party or parties in order that any other party will have a reasonable opportunity to oppose the disclosure, request or order).

The obligations of this Section shall not apply to information which, without breach of obligation of confidentiality: (1) is independently developed by us; (2) is or becomes publicly known; (3) is already known by us as evidenced by the written records; or (4) is obtained from an independent source.

Security of NPI. VFA further agrees to establish and maintain policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against any anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information.

14. Entire Agreement, Governing Law

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in writing signed by you and VFA. It shall be governed by and construed and enforced under the Laws of the State of Texas.

15. Statements

By signing this Agreement, you understand that all broker-dealer confirmation statements and reports reflecting any transaction activity in your account or fees imposed on your account shall be delivered to your investment advisor, VFA. You acknowledge that you waive all rights you may have to receive such broker-dealer statements and reports. You understand you will receive quarterly investment advisory reports, which will include all account activity from your investment advisor VFA.

16. Communications, Notices

You may send information and notices to:
VALIC Financial Advisors, Inc.
Attention: Guided Portfolio Services Program
2929 Allen Parkway
Houston, Texas 77019

17. Questions

If you have any questions, you may contact your financial advisor or the Asset Management Center at 1-800-448-2542.

GUIDED PORTFOLIO SERVICES

Participant Fee Schedule Portfolio Manager Service

Account Balance Managed Under GPS	Annual Participant Fee
First \$100,000	.60% on assets
Next \$150,000	.50% on assets
Amount Over \$250,000	.45% on assets

If your assets under management are less than \$5,000 at calendar quarter end, fees will not be calculated or assessed for that quarter.

aig.com/RetirementServices

Howard University Savings Plan

Mutual Fund 403(b) Enrollment Form with Guided Portfolio Service® (GPS)

□ Group ID# 04065004 CS: 6 CS: M

VALIC Retirement Services Company (VRSCO)

SSN or Tax ID: _____

6. GPS ENROLLMENT DISCLOSURE Complete only if electing Guided Portfolio Services.

(Initial each line to acknowledge understanding.)

_____ I understand that when using GPS Portfolio Manager, I am agreeing to participate in and pay for a separate investment advisory program, and I am not purchasing a security. These fees are in addition to any other fees and changes imposed by VALIC.

_____ I understand that the investment advice and recommendations I receive from GPS will be based solely on the information disclosed to VALIC Financial Advisors, Inc. in my GPS Client Profile, and on the balances/allocations of assets I may have in my VALIC plan(s)/account(s). Thus, advice delivered by GPS will not consider information I may have provided previously when purchasing a separate product or security.

_____ I understand that GPS will manage my investments exclusively in accordance with the retirement objectives and risk preference overlay responses indicated on my GPS Client Profile form. Thus, any investment objectives or risk profiles/preferences that I may have disclosed previously will not be taken into consideration.

_____ Because GPS will manage my investments in accordance with the retirement objectives indicated on my GPS Client Profile form (with minor adjustments based on my risk preference overlay responses, as applicable), and because the GPS portfolio assignment is aimed at better diversifying my total retirement portfolio (which includes retirement assets and income streams outside the GPS managed accounts), I understand that my GPS portfolio may involve/require more or less risk than I was previously accustomed to taking.

_____ Furthermore, because my GPS portfolio assignment is aimed at better diversifying my total retirement portfolio, I understand the importance of disclosing as much information as possible about the other components of my total retirement portfolio when completing my GPS Client Profile form.

_____ Given that my GPS portfolio may involve more or less risk than which I may have been previously accustomed, I understand the importance of reviewing my initial GPS Investment Policy Statement ("IPS") immediately upon receipt. This IPS will confirm my retirement objectives and the data upon which the initial GPS investment advice is based.

_____ I understand that the advised asset allocation and investment selections for the existing balances in, and future contributions to my VALIC plan(s)/account(s) that are enrolled in GPS, will be automatically implemented as indicated in the Disclosures section of the IPS unless I immediately request otherwise.

_____ I understand that I will have ten (10) calendar days from the date reflected on the initial IPS to cancel the GPS program at no cost to me. Upon review of my IPS, if I am uncomfortable with the GPS portfolio assignment, I may also login to my VALIC account or contact the Asset Management Center at (800) 448-2542 to make any necessary changes to my GPS Client Profile information.

_____ I understand that GPS will regenerate my advice, in the form of an IPS, at least once per year while I am enrolled in GPS and these subsequent advice outputs may include any updates to my GPS portfolio assignment that are deemed appropriate by the advice program.

_____ I understand that should my retirement objectives or investment circumstances change, it is my responsibility to have my GPS Client Profile information updated accordingly by contacting my advisor, contacting the Asset Management Center, or logging on to my VALIC account and accessing my GPS Client Profile as soon as possible.

Howard University Savings Plan

Mutual Fund 403(b) Enrollment Form with Guided Portfolio Service® (GPS)

Group ID# 04065004 CS: 6 CS: M

VALIC Retirement Services Company (VRSCO)

SSN or Tax ID: _____

7. SIGNATURES

Plan Participation: I understand that transfers from the Fixed-Interest Option may be restricted. I understand that mutual fund investment return and principal value will fluctuate so that when redeemed any shares in my Plan account may be worth more or less than their original cost. I affirm that the information on this form is accurate and complete, to the best of my knowledge.

Guided Portfolio Services Program – Portfolio Manager:

By electing to participate in the Guided Portfolio Services Program – Portfolio Manager by checking one of the boxes in Section 2A on Page 1, I hereby verify that by signing below I have received and understand the Investment Advisory Services Agreement (IASA), fee disclosure documents and VALIC Financial Advisors, Inc.'s Form CRS and Form ADV Part 2A describing this program. Further, by my signature, I agree to all the terms and conditions stated in the IASA.

An Investment Policy Statement (IPS) will be generated following receipt in good order of all necessary documentation. The IPS will confirm your Client Profile Information and it will feature the results of your Wealth Forecast and the investment advice pertaining to it. Initial financial transactions, if any, will be processed not less than ten (10) calendar days from the date reflected on the initial IPS. Subsequent rebalancing financial transactions, if any, will be processed each quarter. On your enrollment anniversary, a new IPS will be generated using your Client Profile Information on file at that time. OR, if I chose to manage my funds by checking the box in 2B on Page 1, I verify that I chose not to participate in Guided Portfolio Services.

Client Signature

Date

Signed At: City/State

Upon completion of this form, a Salary Reduction Agreement and Beneficiary Designation Form must be submitted with document to VALIC Retirement Services Company.

8. FINANCIAL ADVISOR INFORMATION (To be completed by VFA financial advisor ONLY.)

Financial Advisor Name: _____

Financial Advisor Phone: _____
Area Code Phone

Financial Advisor Signature: _____ Date: _____

Agent #: _____ Region #: _____ District #: _____

Principal Approval: _____ Date: _____

Please fax this form and any documentation to 1-877-202-0187 or mail to the address below for processing:

VALIC Document Control
P.O. Box 15648
Amarillo, TX 79105-5648

If overnight delivery: VALIC Retirement Services Company
1050 N. Western St.
Amarillo, TX 79106-7011

Questions about this form may be directed to 1-800-448-2542, Monday through Friday, 7 a.m. - 8 p.m. Central Time.

Howard University Savings Plan

Mutual Fund 403(b) Enrollment Form with Guided Portfolio Service® (GPS)

□ Group ID# 04065004 CS: 6 CS: M

VALIC Retirement Services Company (VRSCO)

SSN or Tax ID: _____

9. INVESTMENT ELECTIONS – Complete only if not participating in GPS. Indicate investment elections below for all future contributions to the Plan. Use whole increments of 1% (no fractions) to total 100%.

- | | |
|---|---|
| ___% AMCENT INF-ADJ BOND INV (ACITX) | ___% AMEFUNDS AMER BALANCED R5 (RLBFX) |
| ___% AMER FUNDS AMER MUT R5 (RMFFX) | ___% AMERICAN FUNDS AMCAP R5 (RAFFX) |
| ___% AMERICAN NEW PERSPECTIVE R5 (RNPFX) | ___% AMFUNDS EUROPACIFIC GR R5 (RERFX) |
| ___% BNY MELLON BOND MARKET IDX INV (DBMIX) | ___% BNY MELLON INTL STOCK IDX INV (DIISX) |
| ___% BNY MELLON MID CAP INDEX INVES (PESPX) | ___% BNY MELLON SML CAP STK IDX INV (DISSX) |
| ___% CLEARBRIDGE SMALL CAP GR I (SBPYX) | ___% FEDERATED CLOVER SM CAP VAL IN (VSFIX) |
| ___% FIXED-INTEREST OPTION (FB124) ¹ | ___% JP MORGAN DISCIPL EQUITY L (JPIEX) |
| ___% JP MORGAN MID CAP VAL I (FLMVX) | ___% PIMCO TOTAL RET ADMIN (PTRAX) |
| ___% PRUDENTIAL JEN MID CAP GRWTH Z (PEGZX) | ___% T. ROWE PRICE RTMT 2010 (TRRAX) |
| ___% T. ROWE PRICE RTMT 2020 (TRRBX) | ___% T. ROWE PRICE RTMT 2030 (TRRCX) |
| ___% T. ROWE PRICE RTMT 2040 (TRRDX) | ___% T. ROWE PRICE RTMT 2050 (TRRMX) |
| ___% T. ROWE PRICE RTMT BALANCED (TRRIX) | ___% VANGUARD 500 IDX ADM (VFIAX) |
| ___% VANGUARD FEDERAL M MKT (VMFXX) | |

100% Total

¹ Policy Form GFA-504, a group fixed allocated annuity, issued by The Variable Annuity Life Insurance Company, Houston, Texas.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

This Investment Advisory Agreement ("Agreement") is entered into between you and VALIC Financial Advisors, Inc. ("VFA"), a Texas corporation registered as an investment advisor with the United States Securities and Exchange Commission, regarding your participation in VFA's Guided Portfolio Services Program – Portfolio Manager ("Advice Program"). By entering into this Agreement you have chosen to participate in an investment advisory program available as a separate related service for your retirement plan account(s) ("Account") with The Variable Annuity Life Insurance Company ("VALIC") and its affiliates.

Our ability to manage your account properly depends on you providing to us as much current financial information as possible. Please complete the "Client Profile" section and "Client Profile – Additional Information (optional)" sections provided. You represent that your responses to the "Client Profile" and "Client Profile – Additional Information (optional)" sections represent a reasonable and correct summary of your retirement objectives and your financial situation. You acknowledge and understand that VFA and Morningstar Investment Management LLC (Morningstar) may rely on such information in providing you this Advice Program.

Under this service, you request that VFA exercise discretionary authority to allocate and reallocate your account, to implement individualized advice generated by a program created by Morningstar, acting as an independent financial expert. Accounts are considered for reallocation at least quarterly. Initially, and at least once each year thereafter, you will be given an opportunity to review and confirm the accuracy and completeness of the information upon which the advice is based. You may contact us at any time to update this information. Because you are directing VFA to manage the account on your behalf, certain automatic transactions otherwise available under the account, such as contribution and account allocation and reallocation, either systematic or otherwise, will not be processed until you have terminated participation in the Advice Program.

Terms and Conditions

1. Relationship to Employer-Sponsored Retirement Plans

If your VALIC Retirement Services Company Account(s) is part of an employer-sponsored retirement plan or program, then:

- If your employer or another plan representative maintains authority over your Account under the plan or program including but not limited to control over whether the Advice Program is available to plan participants, or over the designation of Advice Program alternatives available to you, then we require that a plan representative complete a "Plan Services Agreement" before you can select any option under the Advice Program. Your employer's plan or program may impose limitations on your exercise of rights under the Advice Program. In addition, the plan may allow your employer to terminate the availability of Advice Program to you and to other participants in the plan. If your employer does not maintain authority over your Account under the plan or program, such as in the case of many voluntary non-ERISA 403(b) programs, no Plan Services Agreement is required and you may select any option under the Advice Program, subject to any limitations described in this Agreement.
- Nothing in this Agreement is intended to restrict your rights under your employer's plan, including, if applicable, those rights described in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Advice Program has been designed to satisfy applicable ERISA requirements, including any applicable restrictions on the provision of investment advice by providers of investment products, in the manner described in United States Department of Labor Advisory Opinion [2001-09A] issued to VALIC's sister company, SunAmerica. As described in greater detail below, VFA has designated Morningstar as the "independent financial expert" to provide the advice that you will receive from VFA. You should be aware that VFA cannot give tax or legal advice to plan sponsors or plan participants, as to the plan's compliance with the Code, ERISA, or applicable state law requirements, and nothing in this Agreement is intended to suggest legal reliance on individual rulings granted to other parties.
- If your employer's plan is subject to the requirements of ERISA, and if the plan is intended to comply with the requirements of Section 404(c) of ERISA, or if the plan is not subject to ERISA but it is still intended to comply with the requirements of Section 404(c) of ERISA or similar requirements:
 - Nothing in this Agreement is intended to restrict your rights or obligations under ERISA Section 404(c), or similar requirements; and
 - You may terminate your participation in this Advice Program at any time.

2. Independent Financial Expert

You agree to permit VFA to hire Morningstar or a suitable alternative as an independent financial expert. Morningstar is an Illinois corporation and is registered as an investment advisor with the United States Securities and Exchange Commission. Morningstar will act as an independent financial expert to the Advice Program. All fees and expenses charged by Morningstar for these services will be paid from your Account for the Advice Program. The advice provided to you under the Advice Program is limited to the independent advice provided from tools created by Morningstar as independent financial expert, which your VFA financial advisor cannot modify.

3. No Guarantee

You understand, acknowledge and accept that advice by Morningstar relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The analysis and advice provided by Morningstar and delivered by VFA depends upon a number of factors, including the information you provide, various assumptions and estimates and other considerations. As a result, the wealth forecast developed and advice and recommendation provided are not guarantees that you will achieve your retirement goals or anticipated performance. You understand and agree that, if you do not disclose information that could be relevant to the advice given, VFA will not be responsible for the resulting impact of the advice on the performance of your Account.

4. Form ADV and Form CRS

By entering in to this agreement, you represent that you have received and reviewed VFA's Form CRS, as well as VFA's Form ADV Part 2A brochure, which describes the Advice Program, VFA and the Independent Financial Expert. The Form ADV Part 2A brochure for the Advice Program is filed annually with the U.S. Securities and Exchange Commission.

5. Term

This Agreement becomes effective upon the receipt by VFA of sufficient information regarding you and your Account to provide advice using the Morningstar advice tools. This Agreement and your participation in the Advice Program may be terminated by you or VFA at any time, for any reason upon written notice delivered to the other party. The termination will be effective as of the date of receipt of such notice.

If you terminate the Advice Program you must wait at least 12 months before re-enrolling in the Advice Program again. In the event of your death during the Term of this Agreement, upon VFA's receipt of proof of death, all investment advisory services shall cease. No further investment transfers, allocations or reallocations instructions for your Account will be accepted by VFA.

6. Fees

You will be charged and pay VFA fees for the Advice Program. These fees are in addition to any other fees and charges imposed by VALIC for other services, accounts or products. The annual fee for the Advice Program is reflected in the Fee Schedule provided herewith and which will be reflected in your initial Investment Policy Statement. This fee will be calculated by applying the Fee Schedule to the Account value at each calendar quarter end and will be deducted from your Account within fifteen (15) days after the end of such calendar quarter. If you enrolled in the Advice Program during the quarter, you pay a fee only for those days in which you were enrolled in the Advice Program. VFA will assess the fee from the date on which investment advice was first generated for your Account. When calculating your fee, the fee will be based on the value of assets in the account eligible to be managed in the Advice Program.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

If you have multiple retirement plan accounts enrolled in the Advice Program, the Account values of such Accounts will be combined to calculate your fees. Accounts are aggregated for fee calculation purposes based on your social security number. VFA does not combine, for purposes of calculating advisory fees, the Account values of your family members or the value of any other accounts you may have in other VFA investment advisory programs.

In the quarter in which you enroll in the Advice Program, you will have ten (10) calendar days from the date reflected on the initial Investment Policy Statement to terminate the Advice Program without incurring a fee. VFA will not assess a fee in a calendar quarter that you terminate the Advice Program or liquidate/surrender your Account. If prior to a quarter-end, the Advice Program is terminated, the entire account value is transferred out of your Account or your plan sponsor terminates the Advice Program, VFA will not charge an advisory fee for that quarter.

Any change to the above fees or billing practices will apply no sooner than 90 days following the mailing of notice of the change to the plan sponsor and to you.

7. Your Obligation and Acknowledgement

- You agree, understand, and acknowledge that any investment advice provided to you by Morningstar and delivered by VFA is created by Morningstar and not your employer, retirement plan sponsor, any service provider to your retirement plan, or any other entity.
- You agree, understand, and acknowledge that you have decided to participate in the Advice Program on the basis of your own determination and that no person or entity other than your financial advisor has recommended that you participate or has otherwise advised you with respect to your participation.
- You agree, understand, and acknowledge that you must provide complete and accurate information when requested by VFA and Morningstar in order to get the maximum usefulness from the Advice Program.
- The Advice Program is intended to be used by you as part of your retirement or financial planning. You agree, understand and acknowledge that you are responsible for reviewing your Account(s) periodically to monitor changes in the market and the value of your investments. You should also review your Account(s) in the event of a significant life event (marriage, birth of a child, promotion) and notify VFA of the occurrence of any of these significant life events.

8. Limitation of Liability

The use and storage of any information including, without limitation, your account number, password, identification, portfolio information, account balances and any other information available on your personal computer is your sole risk and responsibility. You are responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, and for all communications service fees and charges incurred by you in accessing these services. Nothing in this Agreement should be construed to mean you are waiving any rights to which you are statutorily qualified for under ERISA, if applicable, and the Investment Advisers Act of 1940, as amended (the "Advisers Act").

You understand and agree that there is no guarantee that the recommendations generated by Morningstar and delivered by VFA will be successful.

You acknowledge that the outcome of the Advice Program's calculations are estimates only, and there is no guarantee of the future financial performance of your investments or that you will meet your desired goal(s). You acknowledge that because of these limitations, the Advice Program service should be used as a tool in your retirement or financial planning and not as a substitute for your informed judgement.

You agree, understand, and acknowledge that we are basing our advice to you on the responses you provide and other information which you furnish to us through the Advice Program and updated by you as necessary. We shall not be liable to you for any misstatement or omission contained in the information you furnish to us, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission.

9. Extraordinary Events

VFA shall not be liable for loss caused directly or indirectly by governmental restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control. VFA shall not be responsible for loss or damages caused by equipment failure, communications lines failure, unauthorized access, theft, systems failure and other consequences beyond our control.

10. Assignability

VFA may not assign this Agreement without your consent, which will be obtained by providing written notice to you. "Assignment" for these purposes will be construed in accordance with the definition included in and interpretations under the Advisers Act.

11. Separability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

12. Agreement to Arbitrate

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to VFA's investment advisory business, as described herein, shall be settled by arbitration administered by the American Arbitration Association. Arbitration is final and binding on the parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. No party shall bring a class action to arbitration. By agreeing to this arbitration agreement, you do not waive any rights you may have under any applicable state and federal securities law.

In agreeing to arbitration, the parties understand that:

- Arbitration is final and binding on the parties
- The parties are waiving their right to seek remedies in court, including the right to jury trial
- Pre-arbitration discovery is generally more limited than and different from court procedures
- The arbitrator(s)' award is not required to include factual findings or legal reasoning and any party's right to appear or to seek modification of rulings by the arbitrator(s) is strictly limited
- Where more than one arbitrator is appointed, the panel of arbitrators typically may include a minority of arbitrators who are or were affiliated with the securities industry
- The parties may be required to pay costs in connection with the arbitration and the arbitrator(s)' award may include an award of attorney's fees

The arbitration shall be conducted pursuant to the American Arbitration Association's Commercial Arbitration Rules, together with its Securities Arbitration Supplementary Procedures, then in effect, and may occur before a panel of one or three arbitrators in accordance with those rules. The validity and enforcement of this arbitration agreement shall be governed exclusively by the Federal Arbitration Act and the laws of the State of Texas.

GUIDED PORTFOLIO SERVICES® (GPS) INVESTMENT ADVISORY SERVICES AGREEMENT

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Definition of Nonpublic Personal Information. Nonpublic personal information of customers or consumers ("NPI") includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive, financial and health information. NPI includes information on our forms or in a database of any kind, information created by us, information collected by or on behalf of us and personally identifiable information derived from NPI.

Disclosure and Use of NPI. All NPI that VFA obtains as a result of this relationship shall not be used, disclosed, reused or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed. All NPI shall be held in confidence to the same extent and in at least the same manner as VFA protects its own NPI, but in no case in a lesser manner than a reasonable degree of care under the circumstances.

VFA shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, independent financial expert and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement, provided that VFA shall take all reasonable measures to ensure that the NPI is not disclosed or reproduced in contravention of the provisions of this Section by VFA officers, agents, subcontractors, independent financial experts and employees.

The obligations of this Section shall not restrict any disclosure by VFA pursuant to any applicable state or federal laws, or by request or order of any court or government agency (provided that the disclosing party or parties in order that any other party will have a reasonable opportunity to oppose the disclosure, request or order).

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