



Phil McWhorter  
850-297-0780  
phil.mcwhorter@aig.com

# 403(b) Salary Reduction and 457(b) Deferred Compensation Agreement

## The Variable Annuity Life Insurance Company (VALIC)

Your employer sponsors a 403(b) Salary Reduction Arrangement and a 457(b) Deferred Compensation Plan. To participate in both plans, you must complete the information requested below for both plans, even if in the past you completed a similar agreement for one of these plans. This agreement will replace any prior salary reduction and/or salary deferral agreement.

Please indicate to which plan this agreement applies:

403(b)       457(b)       Both

Check One:

New Enrollment       Contribution Amount Change

EMPLOYER: \_\_\_\_\_

### PARTICIPANT INFORMATION

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Employee #: \_\_\_\_\_ GA #: \_\_\_\_\_ Present Annual Salary: \_\_\_\_\_

This agreement is made by and between Employer and Participant. The parties agree to and acknowledge the following:

#### 403(b) Salary Reduction

Participant agrees to Salary Reduction Contributions to the 403(b) plan in the following amount:

- A. \$ \_\_\_\_\_ each pay period, ( \_\_\_\_\_ pay periods per year).
- B. \_\_\_\_\_ % of compensation for each pay period ( \_\_\_\_\_ pay periods per year).
- C. \$ \_\_\_\_\_ each pay period, during the term of employment commencing on \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_\_ and \$ \_\_\_\_\_ each pay period thereafter ( \_\_\_\_\_ pay periods per year).

The frequency with which a 403(b) Salary Reduction Agreement may be entered into or amended, the compensation as to which such agreement applies, and the ability to revoke such agreement shall be determined under the federal income tax rules applicable to qualified cash or deferred arrangements.

#### 457(b) Deferred Compensation

Participant agrees to defer the right to receive compensation as follows:

Commencing on \_\_\_\_\_\*  
Date

- A. \$ \_\_\_\_\_ each pay period, \_\_\_\_\_ ( \_\_\_\_\_ pay periods per year).
- B. \_\_\_\_\_ % of compensation for each pay period ( \_\_\_\_\_ pay periods per year).
- C. \$ \_\_\_\_\_ each pay period, during the term of employment commencing on \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_\_ and \$ \_\_\_\_\_ each pay period thereafter ( \_\_\_\_\_ pay periods per year).

\* If the commencement date is earlier than the first day of the month following the date of this agreement, such date will be the first day of the month after the date of this agreement.

Participant requests that the Employer invest the funds in an annuity contract meeting the requirements of IRC Section 403(b) or 457(b), as applicable, issued by The Variable Annuity Life Insurance Company.

This agreement shall terminate any prior Salary Reduction or Deferred Compensation Agreement executed between the Employer and the Participant under the Employer's Section 403(b) or 457(b) programs. This agreement shall continue indefinitely until amended or terminated by either party by giving at least thirty (30) days written notice prior to the date of such amendment or termination. If employer elects to cease all salary reduction contributions to its plans, this agreement shall automatically terminate. Unless the Employer's plan or arrangement with you provides otherwise, this agreement shall automatically terminate upon the Participant's separation from service with the Employer.

Participant may only contribute amounts that have not already been paid or made available. Participant agrees and acknowledges that contributions shall not exceed applicable limits under the plan or federal law and that Employer may limit contributions in order to comply with federal law and the plan document, if any, and Participant hereby directs that any contribution in excess of such limits be returned to Participant in accordance with governing legal requirements.

The Participant agrees and acknowledges that contributions under this agreement shall be subject to the provisions of the respective plans and that the Employer may impose its own or additional administrative rules and procedures.

Nothing in this agreement shall be deemed to constitute an employment agreement and nothing contained herein shall be deemed to give the Participant any right to be retained in the employ of the Employer.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

For customer assistance, contact VALIC at: 2929 Allen Parkway • Houston, TX 77019, or call 1-800-448-2542

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