



VALIC Contracting

Fax Contracting/Appointment Paperwork to:

800-496-3717

Do not forget to include:

Independent Agent Appointment Questionnaire

VALIC Agent Agreement For Fixed Products (Page 1 and 9)

W- 9 Form

EFT Request

Copy of License(s)

Proof of E&O Insurance



**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
APPOINTMENT CONTRACT KIT
(INDEPENDENT ADVISORS FIXED ONLY/AGENCY)**

This kit contains: Agent Appointment Questionnaire

INSTRUCTIONS FOR COMPLETION:

- I** Agent Appointment Questionnaire
 - * Complete and sign
 - * Identify your Agency below your signature.

- II** Return the following:
 - * Current License Copy for each state appointment requested
 - * Signed Questionnaire by Agent

Please return items via fax to:

VALIC Licensing
FAX: 806-342-2849

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
AGENT AGREEMENT FOR FIXED PRODUCTS**

This Agreement is made and entered into effective the _____ day of _____, 20____, by and between The Variable Annuity Life Insurance Company, an insurance company domiciled in the State of Texas (“Insurer”), and _____ (“Agent”), of _____, State of _____.

In consideration of the promises and covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. APPOINTMENT OF AGENT; AUTHORITY.

Insurer appoints Agent, on a non-exclusive basis, to solicit and sell the authorized fixed annuity products, as set forth on SCHEDULE A, which is made a part of this Agreement. The annuity contracts set forth on SCHEDULE A, along with any successor or additional insurance products, are referred to collectively herein as “Contracts.”

Agent's authority shall extend only to states in which Insurer and Agent are both licensed as required by applicable law and in which Insurer's applicable forms are approved for use.

Agent shall supply Insurer with copies of all certificates of qualification or licenses, including future renewals, required of Agent to act under this Agreement.

2. AGENT'S DUTIES AND RESPONSIBILITIES.

Agent shall perform its obligations under this Agreement to the best of Agent's professional knowledge, skill and judgment including the following:

a) **LICENSING AND APPOINTMENT OF AGENT.** Agent must be licensed under the insurance laws in the states in which Agent offers or sells the Contracts and must be appointed by Insurer in such states, where required. If Agent is a corporation, then the principal(s) of the corporation must also be licensed individually, if required pursuant to appropriate state laws.

b) **FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION.**

Agent represents and warrants that Agent has not been convicted of any felonies or misdemeanors arising out of conduct involving embezzlement, fraudulent conversion or misappropriation of funds or securities, or involving violations of the Federal Violent Crime Control and Law Enforcement Act of 1994 (Sections 1341, 1342, or 1343 or Title 18 of the United States Code or any subsequent amendments thereto).

Should Agent at any time, while this Agreement is in effect, be convicted of a criminal felony involving dishonesty or breach of trust, Agent agrees to immediately notify Insurer in writing of the felony conviction. Agent understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 may result in disciplinary action up to and including termination for cause by Insurer.

c) **SOLICITATION.** Agent shall actively solicit and present to Insurer for acceptance, applicants for insurance consistent with any Insurer's product guidelines that are provided to Agent. Under each employer-sponsored retirement Plan where Insurer introduces or presents the Agent to the Plan, Agent shall represent only Insurer in that Plan and associated Payroll Slot. A “Payroll Slot” refers to a current or former Insurer relationship with an employer-sponsored retirement plan, where the employer-sponsored retirement plan has been assigned an Insurer plan number. Agent or its affiliated investment advisory firm may provide investment advisory services to such Payroll Slots. Agent may not take any direct or indirect steps to convert Insurer Payroll Slots with an employer to any other provider, or use Insurer Payroll Slots to offer products other than Insurer Contracts. Additionally, Agent agrees not to directly or indirectly impair or

cause harm to any existing Insurer relationships. Agent will get prior written approval from Insurer before introducing an Insurer Contract solution.

- d) **SUITABILITY OF SALE.** Agent shall conduct a suitability of sale inquiry prior to or at the time of each sale. Agent may use suitability materials provided by Insurer or Agent's own client profile form that has been approved in advance by Insurer. Agent will maintain copies of the completed forms in Agent's records and provide a copy of the completed client profile form, upon request.
- e) **PREMIUM AND INTEREST RATES.** Agent shall ensure that (i) accurate and proper initial premiums for all Contracts are remitted in full compliance with Insurer's product guidelines that are provided to Agent from time to time, and (ii) the applicable crediting rate(s) for the initial guarantee period and the minimum guaranteed interest rate are disclosed at the time of sale to "Contract Owners", as hereinafter defined in Paragraph 12(d).
- f) **CONTRIBUTION REMITTANCE.** Agent shall not collect any contributions ("Premiums"), unless otherwise agreed to by the parties. In the event that Premiums are sent to Agent rather than to Insurer, Agent shall, within two (2) business days of receipt, remit such Premiums to Insurer at the address provided below. Agent acknowledges that if any Premium is held at any time by Agent, such Premium shall be held on behalf of the customer, and Agent shall segregate such Premium from its own funds, and within two (2) business days after receipt, remit such Premium to Insurer. All such Premiums, whether by check, money order or wire, shall at all times be the property of Insurer.
- g) **CONTRACT DELIVERY.** Insurer shall deliver all Contracts to the Contract Owner, unless otherwise agreed to by the parties.
- h) **COMPLIANCE WITH LAWS AND INSURER'S POLICIES AND PROCEDURES.** Agent shall comply with all applicable regulations, bulletins, rulings, circular letters, proclamations and statutes, federal, state or local, now or hereafter in force, as well as Insurer's Policies and Procedures, including any manuals, agent updates, instructions, and directions provided to Agent. The Policies and Procedures may be amended or modified by Insurer at any time, in any manner, and without prior notice.
- i) **AUDITS OF SALES PRACTICE COMPLIANCE.** To ensure compliance with Insurer's standards, as well as state and federal regulatory standards, Agent agrees to allow Insurer to conduct reasonable audits of Agent's marketing and operations areas.
- j) **GUARANTEE.** If Agent is a corporation or partnership, the principal(s) signing this Agreement on behalf of Agent jointly and severally guarantee to repay to Insurer any indebtedness Insurer is unable to collect from Agent. Should it become necessary to take legal action to recover such indebtedness, the principal(s) jointly and severally agree to be responsible for Insurer's reasonable attorney fees.
- k) **INSURER'S PROPERTY.** Agent shall safeguard, maintain and account for all Contracts, forms, manuals, equipment, supplies or anything else furnished Agent by Insurer, all of which shall remain the property of Insurer, and return such property to Insurer promptly upon demand, or certify to its destruction.
- l) **SERVICES AND AGENT EXPENSES.** Agent shall pay, assume the obligation for and be fully responsible for all costs and expenses associated with and related to the performance of Agent under this Agreement, including but not limited to (i) rentals, office facilities, postage, advertising, and travel expenses; (ii) transportation; (iii) employee and clerical salaries, benefits and expenses; and (iv) Agent's fees, countersignature fees, state and local license fees, and other licensing expenses (other than appointment fees).
- m) **ACCURATE RECORDS - AUDIT.** Agent shall keep identifiable orderly, accurate, complete and timely records and accounts of all business and transactions completed pursuant to this Agreement. Agent agrees to permit Insurer, during the term of this Agreement and for two years thereafter, as Insurer shall reasonably consider necessary to protect its interests and property, through any person(s) designated by Insurer, at such times and as often as Insurer may deem appropriate, with prior notice, to visit, inspect,

examine, audit and verify, at Agent's offices or elsewhere at Insurer's expense, any of the properties, accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of Agent relating to the business covered by this Agreement and to make copies thereof and extracts therefrom.

- n) **FIDELITY BOND COVERAGE AND ERRORS AND OMISSIONS AND LIABILITY COVERAGE.** Agent shall (i) maintain fidelity bond coverage in force during the term of this Agreement (with a deductible of not more than \$1 million), and (ii) submit a copy of such policy to Insurer within thirty (30) days of Insurer's written request therefor. In addition, Agent shall (i) secure and maintain errors and omissions insurance; and (ii) assign any proceeds received from any errors and omissions or other liability coverage to Insurer, to the extent of its loss due to activities covered by the policy or other liability coverage. If there is a deficiency amount, whether due to the deductible or otherwise, Agent shall promptly pay such amount on demand. Agent hereby indemnifies and holds harmless Insurer from any such deficiency and from the cost of collection thereof, including reasonable attorney's fees. Agent shall submit proof of errors and omissions and general liability insurance coverage to Insurer within thirty (30) days of written request therefor.
- o) **DISASTER RECOVERY PLAN.** Agent shall maintain a reasonable disaster recovery plan and make such plan available to Insurer, on a confidential basis, upon advance request.

3. SALES AUTHORITY

Insurer reserves the right to place restrictions on Contract sales, such as limiting sales to a particular geographic area, plan type, plan sponsor, Payroll Slot and/or market segment and/or the purchasers from whom Agent may solicit applications. Agent's sales authority is stated in Schedule B of this Agreement. Schedule B may be amended or modified at any time, in any manner, by Insurer. In the event that Schedule B is amended or modified, it shall be provided to Agent prior to its effective date.

4. CLAIMS SETTLEMENT AUTHORITY; COMPLAINTS AND INVESTIGATIONS.

Agent shall have no authority to (i) adjust, compromise, settle or pay any claim made on Contracts, (ii) incur debt on behalf of Insurer, or (iii) alter the provisions of any Contract. Agent shall promptly notify Insurer, in writing, if Agent receives notice of any written customer complaint or any threatened or pending regulatory investigation or any judicial or administrative proceeding, civil action or arbitration (each a "Proceeding") involving any Contract marketed under this Agreement or any activity in connection with any such Contract. Agent shall furnish any information relating to the Proceeding that Insurer requests. Agent shall cooperate fully with Insurer to facilitate the investigation, adjustment, settlement, payment or other resolution to a Proceeding. In the case of a written customer complaint, Agent will consult with Insurer prior to sending any written response with respect to such complaint. No payments shall be made by Insurer to Agent for any expense incurred by Agent with respect to claims unless otherwise expressly agreed in writing by Insurer.

5. AGENT'S COMPENSATION.

As full and sole compensation for Agent's performance, Insurer shall pay commissions to Agent for sales in states where Agent is properly life insurance licensed and appointed by Insurer, according to the applicable rate of commissions which is set forth on SCHEDULE A, which is made a part of this Agreement, subject to the provisions as set forth in paragraphs §2(m) and §11(a) through 11(f) of this Agreement. Please note that no compensation will be paid for internal exchanges in which assets are moved to, from, or between any Insurer products. Notwithstanding any other provisions of this Agreement to the contrary, Insurer shall not be obligated to pay any compensation which would be in violation of any applicable law, rule, regulation or order.

Insurer reserves the right to change SCHEDULE A at any time upon prior written notice to Agent. Any amendment to SCHEDULE A will be applicable to all Contract assets in existence on or after the effective date of the amendment. By submitting applications for Contracts listed on any SCHEDULE A attached hereto, or by submitting applications for Contracts listed on any future SCHEDULE A, Agent affirms its acceptance of the commissions and terms set forth therein.

6. ADVERTISING.

Agent shall not make, publish, issue or cause to have made, published or issued any advertisement, letter, circular, pamphlet or other publication or statement, in writing or through electronic media ("advertisement"), referring to Insurer or the Contracts written under this Agreement without the express prior written consent of Insurer. The consideration for and the giving of consent shall relate to only one specific request and shall not be construed to have applied to any subsequent material or program, except as otherwise provided by Insurer. The giving of consent shall not be construed as an agreement by Insurer to bear any part of the expense of the advertisement.

All requests for written consent shall contain direct reproductions of all material; i.e., art work, copy, script, photographs, videotape, magnetic recording tape, etc. to be used in the reproduction of the advertisement in the printed or electronic media. In addition, all requests shall include the schedule(s) for the commencement and duration of the advertising campaign for which the subject material will be used.

Furthermore, without limiting other provisions of this Agreement, in the event Insurer shall be subjected to liability, loss, cost, expense, fine or penalty arising out of any unauthorized advertisement by Agent, Agent shall be liable to Insurer for all damages of any kind and for costs and expenses incurred by or awarded against Insurer and for any other payments required to be made by Insurer as a result of unauthorized advertising, by reason of settlement or otherwise.

7. ANTI-MONEY LAUNDERING.

Agent shall comply with Title III of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended ("USA Patriot Act"), and the rules promulgated thereunder, and all related federal and state rules and regulations. This includes compliance with all Applicable Laws aimed at preventing, detecting, and reporting money laundering and suspicious transactions, including applicable provisions of the Bank Secrecy Act and the USA Patriot Act, as well as regulations administered by the U. S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"), as further described below.

Agent shall maintain an anti-money laundering ("AML") program ("AML Program) in compliance with Applicable Laws that at a minimum, must include the following elements: (1) policies, procedures, and controls that are tailored to Agent's business, including the distribution of Contracts; (2) designation of a compliance officer to administer and oversee the AML Program; (3) ongoing employee and agent training; (4) an independent audit function to test the effectiveness of the AML Program; (5) a Customer Identification Program adopted pursuant to Section 326 of the USA Patriot Act; (6) provisions for the filing of all necessary AML reports, including currency transaction reports and suspicious activity reports; (7) provisions for screening of all new and existing customers against the OFAC list and any other government list that is or becomes required under the Bank Secrecy Act; and (8) provisions to allow appropriate examiners and regulators to examine information, books, and records maintained by Agent in connection with its AML Program.

The parties acknowledge that Insurer has established an AML Program. As permitted by applicable AML regulations, the Parties acknowledge that Insurer will rely on Agent to, and Agent agrees to (1) verify and identify each customer's identity and the source(s) of funds to be used to purchase Contracts and (2) provide appropriate AML training to the Producers involved in the solicitation, sale, and/or servicing of Contracts. Agent agrees to provide to Insurer, upon request, written verification of the AML training. If written verification is not timely provided, Insurer may suspend payment of compensation until such verification is received.

8. CONTACT OF CONTRACT OWNERS AND OTHERS BY INSURER.

The parties agree that Insurer may contact by mail or otherwise, any Contract Owner, agent, account executive, or employee of Agent or other individual acting in a similar capacity if deemed appropriate by Insurer, in the course of normal customer service for existing Contracts or as required by law.

9. AGENT'S INDEMNIFICATION.

Agent shall indemnify, save, defend and hold harmless Insurer, its affiliates and their respective directors, officers, employees and agents against any and all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, costs, losses or expenses, including reasonable attorney's fees, caused by or resulting from: (i) any negligence, error, omission, misconduct or other unauthorized act by Agent or its employees, agents or representatives and (ii) any breach by Agent of any of its representations, or obligations under this Agreement.

10. ARBITRATION.

The parties agree that any controversy between or among them arising out of their business or pursuant to this Agreement that cannot be settled by agreement shall be taken to arbitration as set forth herein. Such arbitration will be conducted according to the arbitration rules of the American Arbitration Association. Arbitration may be initiated by serving or mailing a written notice.

The arbitrators shall render a written opinion, specifying the factual and legal basis for the award, with a view to effecting the intent of this Agreement. The written opinion shall be signed by a majority of the arbitrators. In rendering the written opinion, the arbitrators shall determine the rights and obligations of the parties according the substantive and procedural laws of the State of Texas. Accordingly, the written opinion of the arbitrators will be determined by the rule of law and not by equity. The decision of the majority of the arbitrators shall be final and binding on the parties and shall be enforced by the courts in Texas.

11. TERMINATION OF AGREEMENT.

Either Insurer or Agent may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other stating the date of termination, provided, however, that Insurer may also terminate this Agreement for the following causes:

- a) **LICENSE SUSPENSION OR REVOCATION.** In the event of any order of suspension or revocation of Agent's license by any insurance regulatory authority, termination shall be effective on the date of such suspension or revocation; or
- b) **MISAPPLICATION OF FUNDS.** In the event of Agent's misapplication, misdirection or misappropriation of funds or property received under this Agreement or in the event of Agent's failure to remit promptly funds due to Insurer, Contract Owner or applicants, after written demand therefor, termination shall be effective immediately upon written notice; or
- c) **DEFAULT.** In the event of material breach of this Agreement or Agent's failure to timely and fully comply with Insurer directives, rules, regulations or manuals, termination shall be effective immediately upon written notice if the breach, default or failure is not corrected within two (2) business days of Agent's receipt of notice of breach, default or failure; or
- d) **CONVICTION.** In the event of conviction of Agent or any of Agent's principal officers of a felony or of violation of the insurance laws or regulations of any jurisdiction or of any law which violation reflects adversely upon the honesty and integrity of Agent or any of Agent's principal officers, whether or not classified as a felony, termination shall be effective immediately upon written notice; or
- e) **BANKRUPTCY.** In the event Agent submits to or becomes subjected to bankruptcy, receivership or common law composition of creditors, termination shall be effective immediately upon written notice; or
- f) **REPLACEMENT.** In the event Agent endeavors to induce agents of Insurer to leave its services, or Contract Owners of Insurer to relinquish their Contracts, or any owner of Issuer's other annuity contracts or investment products to relinquish their annuity contracts or investment products, unless the product(s) are not suitable for the Contract Owner or other owner, termination shall be effective immediately upon written notice.

If Agent is not a corporation or a partnership, this Agreement will terminate upon the date of Agent's death. If Agent is a corporation or partnership, this Agreement will terminate on the date that the corporation or partnership is dissolved or otherwise adjudged no longer to be a legal entity.

Upon termination of this Agreement, all authorizations, rights and obligations shall cease, except the agreements in 2(k) GUARANTEE; 2(l) INSURER'S PROPERTY; 2(n) ACCURATE RECORDS-AUDIT; 4 CLAIMS SETTLEMENT AUTHORITY; COMPLAINTS AND INVESTIGATIONS; 6 ADVERTISING; 8 CONTACT OF CONTRACT OWNERS AND OTHERS BY INSURER; 9 AGENT'S INDEMNIFICATION; 10 ARBITRATION; 11 TERMINATION OF AGREEMENT; 12 CONFIDENTIALITY; 14(f) INDEPENDENT CONTRACTOR; 14(g) INDEBTEDNESS; 14(h) TAXES AND TAX REPORTING; 14(i) BENEFICIARY; 14(j) AGENT REASSIGNMENT; and 14(l) CONSTRUCTION AND VENUE, and the payment of any accrued and unpaid compensation to Agent. In the event of termination of this Agreement as set forth in paragraphs 2(b) and 11(a) through 11(f) above, no compensation of any kind shall thereafter be payable to Agent.

12. CONFIDENTIALITY.

"Confidential Information" of Insurer shall mean ideas, expressions, trade secrets, customer lists, products, contracts, forms, business methods, business plans, software and information from third parties (such as software and its related documentation) for which Insurer has a duty of confidentiality, and treasury or securities information which Insurer considers confidential, as well as information which from all relevant circumstances should reasonably be assumed by Agent to be confidential information, whether any of which is marked "Confidential Information" or not. Confidential Information relating to Insurer shall be held in confidence by Agent to the same extent and in at least the same manner as Agent protects its own Confidential Information, but in no case to a lesser extent or manner than a reasonable degree of care under the circumstances. Confidential Information shall not be disclosed to third parties without specific written permission of Insurer. Agent shall, however, be permitted to disclose relevant aspects of Insurer's Confidential Information to its officers, agents, subcontractors and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however that Agent shall take all reasonable measures to ensure that Insurer's Confidential Information is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and employees.

In addition to protecting Confidential Information as described above, Agent shall maintain the confidentiality of and not disclose a policyholder's or applicant's nonpublic personal information that is gathered on behalf of Insurer. Such nonpublic personal information means personally identifiable financial information provided by the Contract Owner or applicant resulting from activities of Insurer or Agent. Agent shall not disclose such information either directly or indirectly through other third persons. Furthermore, Agent shall not disclose a Contract Owner's account number or similar form of access number or code to any third party for the use of marketing to the Contract Owner. Agent shall take reasonable efforts to secure the privacy of nonpublic personal information gathered by Agent.

The obligations in this Section 11 shall not restrict any disclosure by Agent pursuant to any applicable state or federal laws, or by order of any court or government agency (provided that Agent shall give prompt notice to Insurer of such order) and shall not apply with respect to information which (i) is independently developed by Agent without violating Insurer's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is intentionally disclosed by the owner of such information to a third party free of any obligation of confidentiality; (iv) is already known by Agent without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the effective date of this Agreement as evidenced by the written records of Agent; or (v) is rightfully received by Agent free of any obligation of confidentiality.

13. USE OF INSURER'S NAME AND LOGO.

Agent is authorized to use "The Variable Annuity Life Insurance Company" ("VALIC") terms, names and/or company names only in connection with the solicitation, sales, and servicing of Insurer's Contracts and only after having obtained prior written approval for each such use. The VALIC "names and/or company names" refers to company, marketing and product names and/or other symbols or logos that contain the term "The Variable Annuity Life Insurance Company" or VALIC. Agent's authority to use VALIC logo and other related VALIC terms, names and/or Company names shall automatically terminate upon termination of this Agreement.

14. OTHER TERMS AND CONDITIONS.

- a) **WAIVER.** The failure of Insurer to insist on strict compliance, or to exercise any right or remedy under this Agreement shall not constitute a waiver of any rights contained herein or stop Insurer from thereafter demanding full and complete compliance or prevent Insurer from exercising such remedy in the future.
- b) **CONFLICT WITH LAW.** If any provision of this Agreement should be invalid under applicable laws, the latter shall control to the extent of such conflict without affecting the remaining provisions of this Agreement. However, if either party believes that the voiding of any provision hereof materially affects the whole Agreement or the relationship under this Agreement, that party may terminate this Agreement by fifteen (15) days' written notice to the other.
- c) **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of Agent and Insurer and their respective successors and assigns; provided, however, that neither this Agreement nor any rights or obligations under this Agreement may be assigned or delegated by Agent without the prior written consent of Insurer.
- d) **"CONTRACT OWNER."** The term "Contract Owner" shall mean the Plan sponsor, employer, trust, custodial account, or individual that makes application for the Contract or is designated by the Plan as the owner of the Contract.
- e) **NOTICES.** Whenever written notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, and addressed, absent prior written notice and instructions, to the persons executing this Agreement at the addresses indicated by the names on the signature pages.
- f) **INDEPENDENT CONTRACTOR.** This Agreement is not a contract of employment and nothing contained in this Agreement shall be construed to create the relationship of joint venture, partnership, or employment between Insurer and Agent. Agent acknowledges and agrees that Agent will not and shall not be entitled to participate in any of the benefit plans and programs that Insurer offers to its employees. Agent is an independent contractor and as such, Agent agrees to be responsible for all taxes as a self-employed independent contractor. Agent shall be free, subject to the terms and conditions of this Agreement, to exercise judgment and discretion with regard to the conduct of Insurer's business.
- g) **INDEBTEDNESS.** Agent shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement or otherwise within thirty (30) days of demand. Insurer shall have a first lien upon any amounts due or to become due Agent or Agent's assigns for any indebtedness to Insurer or its affiliates and subsidiaries under this Agreement. Such indebtedness may be deducted by Insurer from such amounts due or to become due under this Agreement.
- h) **TAXES AND TAX REPORTING.** Agent agrees to provide any documentation required by Insurer in order to complete any applicable tax reporting of payments made to Agent, including but not limited to providing a completed and executed IRS Form W-9.
- i) **BENEFICIARY.** If Agent is not a corporation or a partnership, unless otherwise designated by amendment to this Agreement, Agent's beneficiary shall be Agent's spouse, if living, otherwise Agent's estate. Any compensation due Agent's beneficiary under this Agreement shall commence upon receipt by Insurer of Agent's certified death certificate, subject to any state law restrictions.
- j) **AGENT REASSIGNMENT.** Insurer reserves the right to remove Agent from a Contract and to reassign another agent to such Contract, in its sole discretion, upon written request of a Contract Owner, or as may otherwise be appropriate. If requested by the Contract Owner, compensation for such reassigned Contract that is accrued in the future shall be paid to the new agent.
- k) **ENTIRE AGREEMENT.** This Agreement, including attached schedules, attachments, and addenda, supersedes, makes null and void, and, upon its execution, terminates any and all previous agent or fixed

annuity selling agreements, whether written or oral, between Insurer and Agent, or their predecessors with respect to the fixed annuity products to be written under this Agreement and constitutes the full agreement between the parties. Amendments to this Agreement shall be in writing signed by the parties, unless otherwise provided herein.

- l) **CONSTRUCTION AND VENUE.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CHOICE OF LAWS PROVISIONS. Venue for any action between the parties shall be in Houston, Texas.
- m) **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

By their authorized representatives, each of whom represents that he or she has the authority to execute this Agreement, the parties have signed this Agreement as of the date indicated below.

AGENT NAME: _____

Address for notices: _____

By: _____
(Agent Signature)

Name: _____
(Printed Agent Name)

Title: _____

Date: _____

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

Address for notices: 2919 Allen Parkway L14-90
Houston, Texas 77019

With a copy to:
General Counsel
VALIC
2919 Allen Parkway L4-01
Houston, Texas 77019

By: _____

Name: _____
(Printed Name)

Title: _____

Date: _____

**SCHEDULE A
TO THE AGENT AGREEMENT FOR FIXED PRODUCTS**

The Agent Agreement is hereby supplemented as provided in the section titled, "Agent's Compensation," to define the current rate of commissions payable on authorized Contracts as shown below. Please note that no compensation will be paid for internal exchanges in which assets are moved to, from, or between any Insurer products.

PRODUCTS & COMMISSIONS:

Agent's authority as a soliciting agent of the Insurer shall be for the following products at the designated commission below:

A. VALIC Assured Choice Annuity (Form No. MBIFA-1007).

<u>CONTRACT</u>	<u>COMMISSION RATE FOR ISSUE AGES UNDER 75</u> (Payable as Percentage of Premiums Received)	<u>COMMISSION RATE FOR ISSUE AGES 75 AND OVER</u> (Payable as Percentage of Premiums Received)
VALIC Assured Choice Annuity	3.20%	1.60%

CHARGEBACKS: None

TRAIL COMMISSION: Trails will not be paid for new sales on or after 6/1/09.

For new sales prior to 6/1/09, in addition to the commission described above, a 0.08% (eight basis points) per annum trail commission (the "Trail Commission") will be calculated and paid on in-force Eligible Contracts. Eligible Contracts shall include VALIC Assured Choice Annuity (Form No. MBIFA-1007) Contracts issued on or after the effective date of this Agreement that have been in-force for twelve months. For purposes of determining the Trail Commission, "in-force Eligible Contracts" shall not include: (i) contracts for which a death claim has been made, or (ii) contracts that have been annuitized.

The Trail Commission shall be paid at least quarterly and shall equal one fourth of the annual percentage stated above times the average accumulated value of all in-force Eligible Contracts sold by Agent pursuant to the Agreement during the applicable calendar quarter.

In determining the average accumulated value of all in-force Eligible Contracts for a quarter, Insurer shall utilize the following fraction: $(A+B)/2$, where "A" represents the accumulated value of all in-force Eligible Contracts sold by Agent as of the last day of the quarter and "B" represents the accumulated value of all in-force Eligible Contracts sold by Agent as of the last day of the prior quarter.

MARKETING ALLOWANCE: None.

**B. VALIC Premiere 5 Fixed Annuity (Form No. FLEX5-805)
VALIC Premiere 7 Fixed Annuity (Form No. FLEX7-805).**

<u>CONTRACT</u>	<u>COMMISSION RATE FOR ISSUE AGES UNDER AGE 86</u> (Payable as Percentage of Premiums Received)	<u>COMMISSION RATE FOR ISSUES AGES 86 - 90</u> (Payable as Percentage of Premiums Received)
VALIC Premiere 5	3.20%	1.60%
VALIC Premiere 7	3.20%	1.60%

CHARGEBACKS: Agent shall reimburse to Insurer the designated percent of commissions paid to Agent for sales of or subsequent Premiums received for authorized Contracts. The following transactions will result in a full or partial chargeback of all commissions:

1. Surrenders that occur in the first contract year; annuitization of a deferred annuity Contract during the first contract year; and surrenders of capital transfers, flexible payments, and single premiums that occur within 12 months from the effective date of the purchase payment will result in a full chargeback of 100% of all commissions paid.
2. Surrenders that occur in the second contract year; annuitization of a deferred annuity Contract during the second contract year; and surrenders of capital transfers, flexible payments, and single premiums that occur within 24 months from the effective date of the purchase payment will result in a full chargeback of 50% of all commissions paid.

TRAIL COMMISSION: None

MARKETING ALLOWANCE: None

C. VALIC ProFlex Annuity (Form No. IFA-608)

<u>CONTRACT</u>	<u>COMMISSION RATE FOR ISSUE AGES UNDER AGE 55</u> (Payable as Percentage of Premiums Received)	<u>COMMISSION RATE FOR ISSUES AGES 56-75</u> (Payable as Percentage of Premiums Received)	<u>COMMISSION RATE FOR ISSUES AGES 76-85</u> (Payable as Percentage of Premiums Received)	<u>ANNUAL TRAIL COMMISSION</u>
ProFlex – Option A	4.00%	3.00%	1.80%	None
ProFlex – Option B	3.00%	3.00%	3.00%	0.24%
ProFlex – Option C	1.00%	1.00%	1.00%	0.60%

CHARGEBACKS: Agent shall reimburse to Insurer the designated percent of commissions paid to Agent for sales of or subsequent Premiums received for authorized Contracts. The following transactions will result in a full or partial chargeback of all commissions:

Surrenders that occur in the first policy year; annuitization of a deferred annuity Contract during the first policy year; and surrenders of capital transfers, flexible payments, and single premiums that occur within 12 months from the effective date of the purchase payment will result in a full chargeback of 100% of all commissions paid.

TRAIL COMMISSION: In addition to the commission described above, a per annum trail commission (the “Trail Commission”) will be calculated and paid on in-force Eligible Policies. Eligible Policies shall include ProFlex Annuity Contracts issued on or after the effective date of this Agreement that have been in-force for twelve months. For purposes of determining the Trail Commission, “in-force Eligible Policies” shall not include: (i) policies for which a death claim has been made, or (ii) policies that have been annuitized.

The Trail Commission shall be paid monthly and shall equal one twelfth of the annual percentage stated above times the accumulated value of all in-force Eligible Policies sold by the Agent pursuant to this Agreement.

In determining the accumulated value of all in-force Eligible Policies for any month, VALIC shall utilize the 4th Friday in any given month to represent the accumulated value of all in-force Eligible Policies sold by Agent.

MARKETING ALLOWANCE: None

This SCHEDULE A hereby supersedes any previous commission schedules or SCHEDULE As and shall be effective as to all Contract assets in existence on or after the Effective Date. This SCHEDULE A shall continue in effect until amended, supplemented, or superseded.

INSURER RESERVES THE RIGHT TO CHANGE SCHEDULE A AT ANY TIME AS PROVIDED FOR IN SECTION 5 OF THE AGENT AGREEMENT FOR FIXED PRODUCTS.

EFFECTIVE DATE: June 1, 2009

SCHEDULE B
SALES AUTHORITY

This Schedule is subject to the terms and conditions of the Agreement and is attached to and made a part of the Agreement. This Schedule hereby supplements the Agreement as provided in the section titled, "Sales Authority."

Agent and Insurer have identified the following sales authority:

<u>Description</u>	<u>Plan Payroll Slot Number</u>	<u>Approved Product</u>

This Schedule B supersedes any previously issued Schedule B and shall continue in effect until amended, supplemented, or superseded by Insurer.

EFFECTIVE DATE: _____

AGENT DATA SHEET

Agent/Firm Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

COMMISSIONS

Contact Person: _____

Phone Number: _____

Fax Number: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

VALIC and Western National Life
Electronic Funds Transfer Request & Authorizator

Completed by Requestor

Name: _____

Bank Name: _____

Remit Address: _____

Branch Location: _____

City, State, Zip: _____

City, State, Zip: _____

Bank Phone No: _____

Transit Routing No: _____

Checking (22) or Savings (32)

Bank Account No: _____

Cancel EFT payments

Change the account or transit no. (Note:
your record will be set to check status
until changes are verified)

Authorization:

I authorize VALIC or Western National Life and the Bank listed above to issue electronic funds transfers for payment of expense reimbursements directly to my account. If funds to which I am not entitled are deposited to my account, I authorize VALIC or Western National Life to direct the bank to return said funds. This authority will remain in effect until I cancel.

Approval Signature

Date

NOTE: BK Transit/ABA No. and Checking Account information can be taken directly from voided check.

Completed by Accounts Payable

Company Code: _____

Vendor No. _____

SAP Vendor Record Updated by: _____

Date: _____