



# 403(b) Plan and 457(b) Plan Employee Elective Contribution Agreement

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

Your employer sponsors a 403(b) plan and a 457(b) plan. To participate in either or both plans, you must complete this form, even if in the past you completed a similar agreement for one of the plans. This agreement will replace any prior employee elective contribution agreement under the 403(b) plan and/or 457(b) plan.

Please indicate to which plan this Agreement applies:

Check One:

403(b)       457(b)       Both

New Enrollment       Contribution Amount Change

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

## 1. EMPLOYEE INFORMATION

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ SSN or Tax ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Primary Phone: (\_\_\_\_\_) \_\_\_\_\_  
Employee #: \_\_\_\_\_ GA#: \_\_\_\_\_ Present Annual Salary: \$ \_\_\_\_\_

## 2. AGREEMENT/AUTHORIZATION

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

### 403(b) Plan Employee Elective Contribution Election 403(b)

Employee agrees to make employee elective contributions to the 403(b) plan as follows:

Commencing on \_\_\_\_\_  
Date (MM/DD/YYYY)

A. \$ \_\_\_\_\_ each pay period, (\_\_\_\_\_ pay periods per year).

B. \_\_\_\_\_ % of compensation for each pay period (\_\_\_\_\_ pay periods per year).

The frequency with which a 403(b) Plan Employee Elective Contribution 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) Plan Employee Elective Contribution Election 457(b)

Employee agrees to make employee elective contributions to the 457(b) plan as follows:

Commencing on \_\_\_\_\_  
Date (MM/DD/YYYY)

A. \$ \_\_\_\_\_ each pay period, (\_\_\_\_\_ pay periods per year).

B. \_\_\_\_\_ % of compensation for each pay period (\_\_\_\_\_ 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.

- Employee requests that Employer invest the employee elective contributions 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 Employee Elective Contribution Agreement executed between Employer and Employee under Employer's Section 403(b) and/or 457(b) plans. This Agreement shall continue indefinitely until amended or terminated: (1) for the 403(b) plan, by either party giving either (a) at least thirty (30) days' written notice prior to the date of such amendment or termination, or (b) such other time period as may be required with respect to the Plan; or (2) for the 457(b) plan, by either party giving written notice to the other party prior to the beginning of the month (subject to any processing time requirements for the Plan) for which such amendment or termination is to be effective. If Employer elects to cease all employee elective contributions to either Plan, this Agreement shall automatically terminate with respect to such Plan. Unless otherwise provided with respect to Employer's Plan, this Agreement shall automatically terminate upon Employee's Severance from Employment with Employer and/or if Employee otherwise becomes ineligible to participate in either of the Plans.
- Employee may only contribute amounts that have not already been paid or made available. Employee 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. Employee hereby directs that any contribution in excess of such limits be returned to Employee in accordance with governing legal requirements.
- Employee agrees and acknowledges that contributions under this Agreement shall be subject to the provisions of the respective plans and that 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 Employee any right to be retained in the employ of Employer.

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

\_\_\_\_\_  
Employer Signature      Date

**For customer assistance, contact VALIC at:**

P.O. Box 15648  
Amarillo, TX 79105-5648  
or call 1-800-448-2542

By: \_\_\_\_\_  
(Print Name)

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