

Pershing Account #

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[INDEPENDENT RIA]

**VISION2020 ADVISOR PROGRAM
INVESTMENT ADVISORY CLIENT SERVICES AGREEMENT
Wrap Fee/No Transaction Fee**

This Investment Advisory Client Services Agreement (“**Agreement**”) is entered into this ____ day of _____, 200_, by and between [RIA] _____ (“**Adviser**”), an independent investment adviser and _____ (“**Client**”), whereby Client desires to open an Account with AIG Financial Advisors, Inc., (“**AIGFA**”) a securities broker-dealer for the purpose of participating in the VISION2020 Advisor Program (the “**Program**”). The Investment Adviser Representative (“**Advisory Representative**”), an agent and affiliate of Adviser as referenced in Section 16, through Adviser will manage Client's assets through the Program. Adviser has service agreement with AIGFA, which sponsors the Program and provides certain software and other services to Adviser in connection with the Program. Client will be provided with a variety of investment-related services. A description of the services to be provided and the parties providing same is set forth in Section 1 below titled “Services”

Adviser and AIGFA reserve the right to accept, reject or renew this Agreement in their sole discretion and for any reason.

1. SERVICES

(a) Investment Adviser Representative Services

Advisory Representative on behalf of Adviser will obtain the necessary financial data from Client to assist Client in determining the suitability of the Program. The information provided by Client will include a brief description of the investment objectives, guidelines and financial objectives for the Program Account. Advisory Representative will initiate the steps necessary, including receipt of investment funds, to open a Program Account, and will be available to Client on an on-going basis to receive deposit and withdrawal instructions and to monitor any changes in Client's financial circumstances or investment objectives.

(b) Program Account Services

Client hereby appoints Adviser to manage Client's Program Account and in connection therewith, to initiate transactions on Client’s behalf in accordance with the terms of the trading authorization set forth in Section 3 below. Advisory Representative on behalf of Adviser will direct the investment and reinvestment of the assets in the Account in accordance with the information and instructions provided by Client. Advisory Representative on behalf of Adviser agrees to manage the Account investments subject to Client meeting the minimum Program Account size, on **either a 1) discretionary or 2) non-discretionary rebalancing** basis as elected by client in Section 3, and in accordance with the investment objectives selected by Client. The assets of the Program Account will be load and no-load mutual funds, stocks, bonds and other securities. The mutual funds will include AIGFA approved

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mutual funds, and all securities will be held by Pershing, LLC ("Pershing"), in a Pershing brokerage account.

(c) Execution, Clearance and Administrative Services

AIGFA will serve as introducing broker on the Account. AIGFA has a clearing and service agreement with Pershing, which serves as executing broker and clearing agent for the Account. Pershing will execute all purchase and sale orders directed to it by Advisory Representative on behalf of Adviser, and perform the clearance of same. Pershing will maintain custody of all Account assets and such custodial functions, among other things, will include crediting of interest and dividends on Account assets and crediting of principal on called or matured securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

Pershing will also forward confirmations of each purchase and sale to Client, Advisory Representative and Adviser. Additionally, Client Account statements will be forwarded by Pershing to Client, Advisory Representative and Adviser each month in which activity occurs in Client's Account. Pershing will also act as general administrator of Program Accounts, which shall include the charging and collection of Account fees and the processing, pursuant to Advisory Representative instructions, of deposits to and withdrawals from Program Accounts.

Client acknowledges that neither AIGFA nor Pershing in any way assisted Client in selecting an investment objective, or in determining Client's suitability for the Program, which was solely determined by Advisory Representative on behalf of Adviser.

**2. MINIMUM PROGRAM ACCOUNT SIZE;
ADDITIONS TO/WITHDRAWALS FROM THE ACCOUNT**

The minimum account size is \$100,000, but exceptions can be made depending on Client circumstances. Client may make cash additions to the Account at any time and may withdraw account assets on notice to Advisory Representative or Adviser. If a Client withdrawal request necessitates securities liquidation, it is understood that the proceeds will not be available until two business days following the settlement of the liquidating trades. In the event Client withdrawals cause the account asset value to fall below the required minimum, Client understands that the Account will still remain subject to the minimum Administrative fee based upon the \$100,000 Account minimum. In addition, if the Account falls below the stated minimums this Agreement may be subject to immediate termination under the provisions of Section 9. Client understands that the Account is designed as a long-term investment vehicle and that asset withdrawals may impair the achievement of Client's investment objectives.

3. TRADING

Client must select either Non-Discretionary or Discretionary.

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Client Initials _____ NON-DISCRETIONARY

Client hereby appoints Adviser, to manage Client's Program Account on a non-discretionary basis in accordance with the investment objectives selected by Client, and subject to Client meeting the minimum Program Account size. Advisory Representative on behalf of the Adviser will make recommendations to Client of load and no-load mutual funds, stocks, bonds and other securities and will purchase or sell on behalf of Client such investments as Client directs. Client is under no obligation to accept any recommendations, and Client retains sole discretion over the investments to be purchased and sold in the Program Account.

Client Initials _____ DISCRETIONARY

Client hereby appoints Adviser, to manage Client's Program Account on a discretionary basis in accordance with the investment objectives selected by Client, and subject to Client meeting the minimum Program Account size. Advisory Representative on behalf of Adviser agrees to manage the Account investments on a Discretionary basis in accordance with the investment objectives selected by Client.

Client authorizes Advisory Representative on behalf of Adviser, in its discretion to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other Clients of Adviser occurring on the same day. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account and the accounts of other participating Clients of Adviser will be deemed to have purchased or sold their proportionate shares of the securities involved at the average price so obtained.

Client understands that Adviser, Advisory Representative, AIGFA, Pershing and their affiliates may perform advisory and/or brokerage services for various other Clients, and that Advisory Representative on behalf of Adviser, may give advice or take actions for those Clients that differ from the advice given or the timing or the nature of any action taken for the Account. In addition, Advisory Representative on behalf of Adviser may, but is not obligated to, purchase or sell, or recommend purchases or sales of any securities which Adviser or any of their affiliates may purchase or sell for their own accounts or the accounts of any other Clients. Client also understands that cash awaiting investment or reinvestment may be invested in cash balances or money market funds at Pershing, pursuant to an automatic cash sweep program. The adviser to these funds may be an affiliate of Pershing or other affiliates may receive distribution payments pursuant to Rule 12b-1 under the Investment Company Act of 1940. Such payments are not credited back to Client in calculating the fee set forth in Section 6 of this Agreement, nor are other payments from the money market funds with respect to Program Account moneys invested therein.

In no event will Adviser or Advisory Representative be obligated to effect any transaction for Client which Adviser or Advisory Representative believes would violate any applicable state or federal law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.

Client hereby agrees to indemnify and hold Advisory Representative, Adviser, AIGFA, Pershing and their officers, directors, agents, employees and affiliates harmless from all loss, cost, indebtedness and

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liabilities arising from the investment decisions of Client. Nothing in this paragraph shall constitute a waiver of any rights and remedies that Client may have under state and federal securities.

4. PROXIES

Client understands and agrees that Client retains the right to vote all proxies, which are solicited for securities held in the Account. Adviser and Advisory Representative are hereby expressly precluded from voting proxies for securities held in the Account and will not be required to take any action or render advice with respect to the voting of proxies.

5. CLIENT AUTHORITY

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") of an employee benefit plan subject to ERISA, such trustee or fiduciary represents and warrants that Client's participation in the Account is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish Advisory Representative or Adviser with such documents, as they shall reasonably request with respect to the foregoing. Client further agrees to notify Adviser and Advisory Representative of any event that might affect this authority or the validity of the Agreement.

Client additionally represents and warrants (i) that the governing instruments provide that an "investment adviser" as defined under ERISA may be appointed, and (ii) that the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined under ERISA) who has the power under the plan to appoint an investment manager. If Client is a corporation, the party executing this Agreement on behalf of Client represents that execution of this Agreement has been duly authorized by appropriate corporate action.

The person signing this Agreement as a fiduciary of a Client agrees to indemnify and hold harmless Advisory Representative, Adviser, AIGFA, Pershing and their respective affiliates from and against all losses, costs (including attorneys fees and court costs), or damages, whether direct, indirect, special, incidental, consequential, punitive, or otherwise of any kind, claims, demands, proceedings, suits and actions, and all liabilities and expenses resulting from, in connection with, or arising out of any actions taken or not taken by Adviser or its affiliates in reliance on representations made by such fiduciary.

6. FEES AND CHARGES

As a participant in the Program, Client will pay an annualized Account fee, which will cover all advisory services, administrative fees and transaction charges for trading in the Account, in accordance with Schedule A appearing on the last page of this Agreement. Ancillary charges such as transfer costs are not included in the wrap fee. The maximum advisory fee is 2.50% per annum, subject to negotiation depending upon a number of factors, including size of the account.

The Account fee will be payable quarterly in advance and upon deposit of any additional funds or securities in the Account. The initial Account fee is due upon execution of this Agreement. Subsequent Account fee payments are due and will be assessed at the beginning of each quarter based on the value of the Account assets (securities, cash and cash equivalents) under management as of the close of business on the last business day of the preceding quarter as valued by an independent pricing

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service, where available, or otherwise in good faith. Additional deposits of funds and/or securities will be subject to the same billing procedures. This includes deposits of stocks, bonds, mutual funds and any other securities approved by Adviser for investment in this type of account. If assets are deposited after the inception of a quarter, the advisory fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter.

Notwithstanding the foregoing paragraph, the advisory fee component of the Account Fee will not be charged on any mutual funds, unit investment trusts or annuities transferred to the Account which were purchased within the past two years if a commission was paid to the Client's Advisory Representative in his or her capacity as a registered representative of a broker-dealer. Please note that the Program Sponsor may still assess the Administrative Fee portion of the Account Fee.

The Account fees referenced in Schedule A include all fees and charges for the advisory services of Adviser and Advisory Representative, administrative fees and all transaction charges. The transaction charges paid to Pershing, AIGFA's clearing firm, are primarily retained by Pershing, although a portion may be re-allowed to AIGFA. These transaction charges represent payment to AIGFA for executing supervisory services and Pershing for brokerage services.

Client may have multiple Accounts as part of the Program, and may elect to have advisory fees debited from one previously selected Account. Client fees not debited from an Account are not subject to a pro rata refund stated in this section. Fees will be pro rated only to the respective Account where such fees were debited.

Client authorizes Pershing to deduct all Account fees from Client's Program Account, or similar Account provided that Adviser delivers an invoice to Client describing the basis for calculation of the fee concurrently with delivery of an invoice to Pershing. Pershing will disclose all fees paid from the Account on Client's Account statements.

Client understands that Client may be able to purchase shares of mutual funds offered through the Program outside of the Program directly from the mutual fund complex issuing them, its principal underwriter or distributor without paying the Account Fees on such shares (by subject to any applicable sales charges). Certain of the mutual funds offered through the Program may be offered generally to the public without a sales charge.

Client may also incur certain charges imposed by third parties other than Adviser and Advisory Representative in connection with investments made through the Account, including but not limited to no-load mutual fund 12b-1 distribution fees (trail commissions), certain deferred sales charges on previously purchased mutual funds and IRA and Qualified Retirement Plan fees.

Client understands that Advisory Representative, in connection with Advisory Representative's performance of services, shall be entitled to and may share in the advisory fees payable hereunder. Client acknowledges and agrees that the fee schedule set forth in Schedule A is in effect for Client's Account and shall continue until thirty (30) days after Adviser or Advisory Representative has notified the Client in writing of any change in the amount of the fees or charges applicable to the Client's Account, at which time the new fees or charges will become effective unless the Client notifies Adviser in writing that the Account is to be closed.

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If for any reason the Account value falls below Adviser's required minimum, Adviser has the right to terminate the Account. Pershing will deliver securities held in the Account as instructed by Client unless Client requests that the Account be liquidated. Client will be entitled to a pro rata refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter after termination. Such fees will be pro rated to the Account where such fees were debited.

7. CONFLICTS OF INTEREST

Adviser in its capacity as an investment adviser will clear all transactions through Pershing. Adviser and Advisory Representative will make every attempt to obtain the best execution possible. The Account fee includes transaction charges for trading in the Account. The total Accounts fees paid by Client for the Account may be higher or lower than advisory fees and commissions, which the Client could negotiate for the same services.

Account fees do not include certain charges such as 12b-1 fees paid by mutual funds held in Client's Account, which may be retained by AIGFA. The amount of a mutual fund's 12b-1 fees are included among normal mutual fund expenses and are reflected on the fund financial statements. Notwithstanding the foregoing, no 12b-1 fees may be received by AIGFA with respect to any assets in a Program Account of a Client which is an employee benefit plan subject to ERISA or an IRA or other account subject to the prohibited transaction rules of the Internal Revenue Code which are substantially the same as ERISA.

No agency cross transaction (as such term is defined in Rule 206(3)-2(b) under the Investment Advisers Act of 1940) for the Accounts shall be effected by AIGFA. No principal transactions with Adviser shall be effected in the Accounts by AIGFA.

Adviser, Advisory Representative, AIGFA, Pershing and their personnel or affiliates may receive commissions or other fees or compensation in relation to any investment or insurance product placed through or with them as a broker dealer outside this Account. Therefore, they have a conflict of interest in recommending such products, as does any commission-based broker or fee based solicitor.

8. LIMITATION OF LIABILITY

Neither Adviser, Advisory Representative nor any of their directors, employees, or affiliates shall be liable for any loss incurred with respect to the account, except where such loss directly results from such party's negligence or misconduct or as otherwise provided for by federal or state law.

Adviser or its affiliates may, in the course of its business obtain material, non-public or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Adviser and its affiliates are restricted from disclosing or using this information under applicable law, and are under no obligation to disclose the information to Client or use it for Client's benefit.

Client acknowledges that Adviser and Advisory Representative are not agents of Pershing, and that no party shall be liable for any act or omission of another independent party or their agents or employees.

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Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws (or ERISA, if Client is a qualified plan under ERISA).

Client acknowledges that Advisory Representative, in providing the services specified herein, is basing investment advice on certain information, which the Client has furnished. Adviser, its employees and agents shall not be liable for any misstatement or omission contained in such disclosure or any loss, liability, claim, damage or expenses whatsoever, as incurred, arising out of or attributable to such misstatement or omission. **Client acknowledges that the past performance of asset managers is not necessarily indicative of future performance and that there is and can be no guarantee of such future performance. Client further understands that there is no guarantee that Client's investment objectives will be achieved.** Neither Adviser nor Advisory Representative shall have any liability for Client's failure to inform Advisory Representative in a timely manner of any material change in Client's financial circumstances which might affect the manner in which Client's assets are allocated, or to provide Advisory Representative with any information as to Client's financial status as Advisory Representative may reasonably request.

Pension, retirement, profit sharing or other plans governed by ERISA, or any other Clients, should not rely on advice from Adviser or Advisory Representative as investment advice in relation to any assets except those assets actually placed in a program under this Agreement or subject specifically to an investment Advisory contract. **ADVISER CANNOT AND WILL NOT ACCEPT THE LEGAL STATUS OF INVESTMENT ADVISER OR FIDUCIARY FOR ANY ASSETS OF THE CLIENT OUTSIDE A PROGRAM SUBJECT TO AN ADVISORY AGREEMENT.**

Client acknowledges and agrees that Adviser does not undertake fiduciary or investment adviser status in relationship to assets not placed directly in its Advisory programs and subject to this contract. In all other securities related activities, Adviser acts only as a broker-dealer.

9. ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder.

Client may terminate this Agreement without penalty within five (5) business days of its signing. This Agreement may also be terminated by either party effective upon receipt of written notice to the other party ("**Termination Date**"). If the Agreement is terminated after five business days of its signing, Client will be entitled to a pro rata refund, payable to the Account where debit occurred, of any prepaid quarterly fees based upon the number of days remaining in the quarter after the date upon which notice of termination is received. No advisory relationship exists between Adviser and Client once Program Account is transferred to a standard brokerage account.

Adviser will advise Pershing to deliver securities and funds held in the Account as instructed by Client unless Client requests that the account be liquidated. If an account is liquidated as a result of a termination notice, proceeds will be payable to Client upon settlement of all transactions in the account. Client will be entitled to a pro-rated refund, payable to the Account where debit occurred, of any pre-paid quarterly Advisory fee based upon the number of days remaining in the quarter after the termination date. The transaction charges set forth in Schedule A will remain in effect for 30 days

from the Termination Date. Thereafter, the account assets will be transferred to a standard brokerage account unless Client otherwise directs in writing.

If the Account is closed within the first six months by Client or as a result of withdrawals which bring the account value below the required minimum, Adviser reserves the right to cancel and re-bill all transactions in the account at normal and customary brokerage commission rates, in order to cover the administrative cost of establishing the Account.

Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination, including the provision regarding arbitration, which shall survive any expiration or termination of this Agreement.

10. CONFIDENTIALITY

None of the information and data that Client provides Adviser will be disclosed by Adviser to any other non-related firm, person or entity without prior consent of Client, except to third party service providers solely to assist Adviser in providing its services to Client under this Agreement, or unless such disclosure is required by law. A copy of the Adviser's Privacy Policy is available in upon request.

11. SEVERABILITY

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

12. VALUATION

In computing the market value of any security or other investment in the Account, each security listed on a national securities exchange shall be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded. Any other security or investment in the Account shall be valued in a manner determined in good faith by Adviser to reflect fair market value.

13. NOTICES

Account notices and reports provided for herein shall be mailed to the address of the parties specified on the signature page hereof. Fee notifications and reports regarding fees paid will only be mailed to the address of record on file of the Account where the debit occurred. These addresses may be changed by appropriate notice given in accordance with this provision. Any notice required hereunder, but not including any report, summary or statement, confirmation or other usual communication, shall be sent by registered or certified mail, return receipt requested.

14. GOVERNING LAW

This Agreement shall be construed under the laws of the State of _____.

15. RECEIPT OF WRITTEN INFORMATION AND EFFECTIVENESS OF AGREEMENT

Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

16. ARBITRATION

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the Client's Account be resolved through arbitration. Client acknowledges, understands, and agrees that:

- (i) **Arbitration is final and binding on the parties.**
- (ii) **The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable State or Federal law.**
- (iii) **Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.**
- (iv) **The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.**
- (v) **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

To the extent permitted by law, all controversies which may arise between the Client, Adviser or Advisory Representative, AIGFA or any of their affiliated companies concerning any transaction arising out of or relating to any account maintained by the Client, or the construction, performance, or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc. ("NASD") or, if

SCHEDULE A

ASSET MANAGEMENT WRAP FEE OPTION

	Max.		
Account Size	Advisory Fee¹	Admin Fee	Account Fees²
\$100,000 - \$249,999.99	2.500%	0.400%	
\$250,000 - \$499,999.99	2.250%	0.375%	
\$500,000 - \$749,999.99	2.000%	0.350%	
\$750,000 - \$1,249,999.99	1.750%	0.325%	
\$1,250,000 - \$1,999,999.99	1.500%	0.300%	
\$2,000,000 - \$4,999,999.99	1.250%	0.275%	
\$5,000,000 - \$24,999,999.99	1.250%	0.250%	
Over \$25 MM	1.000%	0.225%	

Client Initials _____

1 Represents the fees payable to Adviser and their respective Advisory Representatives directly from the Client' account for advisory services.
 2 Represents the maximum fees payable to Adviser, their respective Advisory Representatives, AIGFA, affiliates of AIGFA and Pershing including administrative fees and transaction charges. The transaction charges paid to Pershing, AIGFA's clearing firm, are primarily retained by Pershing, although a portion may be re-allowed to AIGFA. These transaction charges represent payment to AIGFA for executing supervisory services and Pershing for brokerage services.

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HISTORY OF ASSETS

As indicated in Section 6 of the Agreement, no advisory fees will be charged on any mutual funds, unit investment trusts or annuities transferred to the Account which were purchased within the past two years if a commission was paid to Client's Advisory Representative in his or her capacity as a registered representative of a broker-dealer. In order to determine the assets that this fee exclusion applies to, please complete the following and attach a copy of evidence of purchase for all mutual funds, unit investment trusts or annuities transferred into the Account that were purchased within the past two years.

Name of Investment	Date of Purchase	Amount (\$) of Investment	Gross Commission Amount (\$)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Client Address for Notices:

[RIA NAME]
Address for Notices:

Broker-dealer
Address for Notices:

AIG Financial Advisors, Inc.
2800 N. Central Avenue, Suite 2100
Phoenix, AZ 85004
Attention: Investment Advisory Services Dept.

[RIA NAME]

AIG Financial Advisors, Inc.

Advisory Representative Signature

First Line Supervisor Signature

Name (Print or Type)

Name (Print or Type)

Title

ADDENDUM A TO INVESTMENT ADVISORY SERVICES AGREEMENT***VARIABLE ANNUITY SUB-ACCOUNT ADVISORY SERVICES*****I. PROVISION OF VARIABLE ANNUITY SUB-ACCOUNT INVESTMENT ADVISORY SERVICES**

This Addendum A to the VISION2020 Advisory Client Services Agreement (“Advisory Agreement”), dated ____/____/____, shall modify the Advisory Agreement As set forth below. All capitalizations herein shall have the same meanings as in the Advisory Agreement.

Pursuant to Addendum A to the Advisory Agreement, the Client wishes the Adviser to provide the following additional program services.

Such services will be provided by the Adviser’s Advisory Representative(s) utilizing the VISION2020 Advisor Program sponsored by ***AIG Financial Advisors, Inc.*** The Client desires to have the Adviser provide investment advisory services for the sub-accounts of the variable annuity contracts (“Program VA(s)”) as set forth in Section (V) (C) of this Addendum.

The Advisory Representative will obtain the necessary financial data from Client to assist Client in determining suitability for investment in Program. The information provided by Client will include a brief description of the investment objectives, guidelines and financial objectives for the Program VA(s). The Advisory Representative will be available to Client on an on-going basis to monitor any changes in Client’s financial circumstances or investment objectives.

II. TRADING AUTHORITY

Client retains Adviser to manage the Program VA(s), as set forth in Section (V) (B) of this Addendum, through one of the following mechanisms:

(Select One)

A). Non-Discretionary Rebalancing Limited To Maintaining Initial Agreed Upon Asset Allocation.

Client Initials _____

Client hereby appoints Adviser to manage Client’s Program VA(s) in accordance with the investment objectives selected by Client, and subject to Client meeting the minimum Program Account size. The Adviser shall allocate Program VA(s) sub-accounts, as part of the initial Client asset allocation, which Client will review and approve. The Adviser may periodically, without prior Client consent, rebalance Client Program VA(s), sub-accounts to maintain the initial agreed upon asset allocation. However, the Adviser will not make changes to the initial Program VA(s), sub-account allocation without prior Client review and approval.

B). Discretionary Trading Authorization**Client Initials** _____

Client hereby appoints Adviser to manage Client's Program VA(s) sub-accounts on a discretionary basis in accordance with the investment objectives selected by Client, and subject to Client meeting the minimum Program Account size. Adviser agrees to manage the Program VA(s) sub-accounts on a discretionary basis in accordance with the investment objectives selected by Client, Adviser may reallocate program VA(s) sub-accounts without prior client consent.

III. EXECUTION, CLEARANCE AND ADMINISTRATIVE SERVICES

Due to the unique nature of Variable Annuities, they must be maintained directly with the Variable Annuity sponsor. Neither Adviser nor AIG Financial Advisors, Inc. creates or forwards Client Account Statements or Confirmations for Program VA(s). This responsibility remains exclusively with the Variable Annuity sponsor. All sub-account reallocations will be directed to and executed at the Variable Annuity sponsor.

Client acknowledges that AIG Financial Advisors, Inc. in no way assisted Client in selecting an investment objective, or in determining Client's suitability for the Program, which was solely determined by the Adviser's Advisory Representative(s).

IV. MINIMUM ACCOUNT SIZE/ADDITIONS TO/WITHDRAWALS FROM THE ACCOUNT

The minimum Account size is \$50,000, but exceptions may be made in the sole discretion of Adviser depending on Client circumstances. In the event that Client withdrawals or partial liquidations cause the values of Program VA(s), to fall below this required minimum, Client understands that this Agreement may be subject to termination under the provisions of Section 8 of the Advisory Agreement. Client understands that the Account is designed as a long-term investment vehicle and those asset withdrawals or partial liquidations may impair the achievement of Client's investment objectives.

V. FEES AND CHARGES

As a participant in the Program, Client shall pay an Account Fees for Program VA(s) in the account. Program VA(s) are not assessed transaction fees since the reallocation of transactions are placed directly with the Variable Annuity sponsor. A portion of the Account Fees will be paid to AIG Financial Advisors, Inc. for its administrative services provided in sponsoring the Program.

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A). Schedule Of Account Fees

Asset Size	Account Fee Range Minimum and Maximum	Total Client Fee
\$50,000 - \$99,999.99	0.250% - 2.50%	_____
\$100,000 - \$249,999.99	0.200% - 2.30%	_____
\$250,000 - \$499,999.99	0.175% - 2.05%	_____
\$500,000 - \$749,999.99	0.150% - 1.80%	_____
\$750,000 - \$1,249,999.99	0.125% - 1.55%	_____
\$1,250,000 - \$1,999,999.99	0.100% - 1.30%	_____
\$2,000,000 - \$4,999,999.99	0.075% - 1.05%	_____
\$5,000,000 - \$24,999,999.99	0.050% - 1.05%	_____
Over \$25,000,000	0.025% - 0.80%	_____

Pershing Program Account # To Be Billed Account Fees: _____

B). Variable Annuities To Be Provided Advisory Services (“Program VA(s)”)

Program VA Policy Name	Policy Number

C). Schedule Of Advisory Fee Exclusions

In the event that the Advisory Representative received a selling commission with respect to any Program VA within two years of the date of this addendum, the Advisory Fee for the services described herein shall be offset. In order to determine the transactions subject to this fee exclusion, the Advisory Representatives and the Client have completed the following schedule together with attaching supporting documentation evidencing the actual date of purchase of Program VA(s) within the past two years.

Name of Variable Annuity	Date of Purchase	Amount (\$) of Investment	Gross Commission Amount (\$)
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

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VI. MISCELLANEOUS

A). Program Billing Account

Client may have multiple Accounts as part of the Program. However, Client must elect to have Account fees debited from one previously selected Pershing Account (“Program Billing Account”). Fees will be pro rated only to the respective Account where such fees were debited. Client fees not debited from an Account are not subject to the pro rata refund stated in this section. A Program VA(s) may not be designated as a Program Billing Account.

B). Other Sources Of Compensation

Client may incur certain charges imposed by third parties other than Adviser in connection with Program VA(s), including but not limited to internal Variable Annuity sponsor fees, as well as 12b-1 or other distribution Fees (trail commissions) on certain underlying sub-accounts. In addition, there may be certain deferred sales charges on previously purchased variable annuities as well as IRA and Qualified Retirement Plan fees.

EXECUTION

This Addendum is hereby made a part of the Client’s Advisory Agreement, dated ____/____/____, subject to the terms and provisions hereof as well as the applicable provisions set forth in the Advisory Agreement.

By: Name of Adviser

By: Client(s)

Name of Advisory Representative

Name of Client(s)

Signature

Signature

Date ____/____/____

Date ____/____/____

By: Client(s)

Name of Client(s)

Signature

Date ____/____/____