



# Ameriprise<sup>®</sup> Custom Advisory Relationship Agreement

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# Part I. General Terms of the *Ameriprise*<sup>®</sup> Custom Advisory Relationship Agreement

## 1. Overview of the Relationship

Ameriprise Financial Services, LLC (“Ameriprise Financial” or “Sponsor”) sponsors a wrap fee program offering a variety of managed accounts (“Advisory Solutions”) which provide investment advisory services and the execution of transactions and related services, for an asset-based fee, as well as other applicable fees and expenses. Within Advisory Solutions, Ameriprise Financial offers a number of investment advisory programs (each a “Program”) that have different features and services, supporting a wide array of investment strategies. When you decide upon a Program, we will open an account for you pursuant to the terms of this agreement (each referred to as a “Managed Account” or “Account”). The investment advisory services are described in the *Ameriprise* Managed Accounts Client Disclosure Brochure (“Disclosure Brochure”) or the *Ameriprise* Managed Accounts and Financial Planning Service Client Disclosure Brochure (“Combined Disclosure Brochure”) as applicable.

This *Ameriprise*<sup>®</sup> Custom Advisory Relationship (the “Relationship”) consists of this client agreement (the “Agreement”) and an application (the “Relationship Application”). As used throughout this Agreement, the term Relationship refers solely to an investment advisory relationship opened through this Agreement. You may already have other types of relationships with us. By signing the Relationship Application and agreeing to the terms of this Agreement, you authorize Sponsor to establish an investment advisory relationship with you that allows you to open and close Managed Accounts over time, and/or to change from one Program to another, based on your instructions. In most cases you will be able to open Accounts without a signature and we will provide you an Account Confirmation (as defined below), although in some instances, you will be required to complete and execute additional documentation, which will supplement the Agreement. When you establish a Relationship, you will define selections available for future Managed Accounts such as clients and potential ownership types (e.g., IRAs). Accounts are available for individual investors (in individual or joint capacities), corporate entities and tax-qualified accounts. Sponsor, at its own discretion, may offer certain account types to certain clients.

At the time you enter into the Relationship you will receive the applicable Disclosure Brochure and a Relationship Confirmation (as defined below).

Upon submission of your request to open each Managed Account, you will receive an Account Confirmation. The Account Confirmation supplements the Agreement with respect to each Account and, together with the Agreement, Relationship Application and Relationship Confirmation, form the contract governing the investment advisory services for your Managed Account(s) with Ameriprise Financial. The contract is made between Ameriprise Financial and each of the client(s) (“Client”) who sign the Relationship Application and governs all existing and future Managed Accounts opened and maintained with Ameriprise Financial. The Ameriprise Brokerage Client Agreement, along with the Other Important Disclosures Document, and the Schedule of Account and Service Fees (collectively, the “Brokerage Agreement”) sets forth the terms under which brokerage services are provided to you as a Client. If there is any conflict in the description of the investment advisory services between this Agreement and the applicable Disclosure Brochure, the applicable Disclosure Brochure will control.

Your initial acceptance of these terms as well as your continued acceptance of our investment advisory services indicate your agreement to the terms of the Agreement, as amended from time to time and as supplemented by each Relationship Confirmation, Account Confirmation, and other confirmation letter including, but not limited to changes to your Asset-based Fee as described in this Agreement.

When used in this Agreement, the terms “you”, “your” and “yours” refer to each of the Client(s) named in the Relationship Application. If you have questions about the nature or purpose of this Agreement, please speak to your financial advisor before signing the Relationship Application.

When you execute the Relationship Application, you will agree to a number of elections with respect to your Relationship and Managed Accounts. Sponsor will send a written confirmation identifying your request to establish a Relationship and the elections that will be applicable to future Managed Accounts (the “Relationship Confirmation”). As you open Managed Accounts, Sponsor will send a written account confirmation identifying the Program, Managed Account and portfolio or investment

strategy, as applicable, summarizing the information and elections you have agreed to with respect to each Managed Account (each such written confirmation an “Account Confirmation”). In addition, when your Asset-based Fee is changed as described in this Agreement or you make other changes verbally, we will send a confirmation letter reflecting such changes to you. Each Relationship Confirmation, Account Confirmation or other confirmation letter, as applicable, becomes part of this Agreement and you authorize us to rely on the information contained in each confirmation letter unless you notify us that it is incorrect and until we accept the corrected information. In the event any of the information contained in any Relationship Confirmation, Account Confirmation or other confirmation letter is incorrect or you would like to update any information, please contact your financial advisor immediately.

You may change many of the elections on any Managed Account. If you open an Account using the elections from the Relationship you will not generally need to sign further documentation and we will send you an Account Confirmation. Opening an Account that varies from the elections you chose for your Relationship, as well as electing certain additional account level features such as (i) changing your method for voting proxies; (ii) electing to waive delivery of trade confirmations in your discretionary Account(s); (iii) establishing margin; or (iv) adding options trading capabilities, will generally require you to sign additional documentation.

You may also make updates to the elections for existing Accounts and we will send you an updated Account Confirmation reflecting the change. You may elect to receive trade confirmations and proxy voting materials for an Account or your Relationship without your signature.

You may establish more than one Relationship with us. If you have more than one household group (as defined below) each household requires at least one Relationship. You understand that if you have multiple Relationships, each Relationship has its own unique elections.

When you enter into a Relationship and accept these terms, you authorize Sponsor to incorporate pre-existing Managed Accounts listed in the Relationship Application into your Relationship. You understand and agree this Agreement will replace the pre-existing Managed Account client agreement(s) for such Accounts, will be terminated and this Agreement shall replace and govern your investment advisory relationship for such Managed Accounts with Ameriprise Financial. If you do not agree to such replacement, you may terminate the pre-existing

Account. All such pre-existing Managed Accounts will retain their account specific elections.

## **2. Overview of the Programs**

**A. Managed Account Programs:** Ameriprise Financial offers non-discretionary and discretionary investment advisory services. When you enter into this Agreement, you authorize us to establish both types of Accounts. For non-discretionary Accounts, you will provide trade by trade consent to purchase or sell securities. For discretionary Managed Accounts, you agree and understand that you have granted to Ameriprise Financial, your financial advisor or third-party Advisory Service Provider (as defined below), as applicable and as set forth in this Agreement and your Account Confirmation, full discretionary authority to provide investment management services with respect to your Managed Account and to purchase or sell securities on your behalf without your prior approval of each transaction. We may offer new Programs in the future and will notify you of the availability of such Programs, and you may choose to open Accounts under that Program using this Agreement. In addition to the general terms set forth in Part I of this Agreement, the unique terms specific to each investment advisory Program begin at Part II of this Agreement.

**B. Transfers from Managed Account Programs to Brokerage:** Certain ineligible investments, as further discussed in the Disclosure Brochure or Combined Disclosure Brochure, as applicable, will be transferred to a brokerage account with Ameriprise Financial (“Ameriprise Financial Brokerage Account” or “Brokerage Account”). In addition, in the event an Account is terminated by Sponsor as described in Section 20 of Part I, it will transfer the assets in that Account to an Ameriprise Financial Brokerage Account. For all transfers of assets to an Ameriprise Financial Brokerage Account, the Brokerage Agreement will govern your Brokerage Account including fees charged in connection with maintaining a brokerage account, transaction fees and applicable terms and conditions such as mandatory predispute arbitration. You understand and agree that for all transfers to an Ameriprise Financial Brokerage Account, if you do not have a brokerage account with the same account registration, beneficiaries, and other account level attributes as your Managed Account, a new Brokerage Account will be opened for you with the same attributes.

## **3. Appropriateness of Managed Accounts**

Your financial advisor will assist you in your selection of an appropriate Managed Account Program. You understand that before selecting any Program, it is your responsibility to consider, among other things,

the costs and potential benefits of the Program, your investment objectives, time horizon, planned trading activity and the types of investments you hold and intend to purchase. You acknowledge that the cost you pay for a particular Program or Managed Account may be more or less than if you were to purchase the investment advisory services and the investment products separately. You understand that Money Settlement Option (“Sweep Program”) for which you are eligible, as described in Disclosure Brochure, is subject to the terms and conditions set forth in the Brokerage Agreement, and may not be an appropriate long-term option for holding large amounts of cash, as other, higher-yielding investments are available to you.

A Managed Account may not be appropriate if you have a long-term buy-and hold investment strategy, or otherwise purchase mutual funds and other securities infrequently or plan to hold only a few mutual fund or securities holdings in your Account. In the foregoing instances, a transaction-based brokerage account may be more appropriate. Before transferring a mutual fund into your Managed Account, you should consider whether you have previously paid a sales charge or load on this investment or if this investment is subject to an early redemption fee. Sponsor will determine whether a Managed Account is appropriate upon Account opening and thereafter, and reserves the right to terminate an Account as described in Section 23 of Part I in the event it determines the Program is no longer appropriate for you. You should also consider if a Managed Account is appropriate for you at Account opening and thereafter. You may terminate any Account at any time.

The Asset-based Fee (as defined below) you pay reduces the overall value of your Account. In addition to the Asset-based Fee, there may be other fees including but not limited to the fees and expenses associated with the investments held in your Account. Please see Section 11 of Part I for additional information.

#### 4. Use of terms

**Asset-based Fee:** The Asset-based Fee is the total of the Advisory Fee, any applicable Manager Fee and any applicable Platform Fee, and it may also include an AFPS Fee.

- **Advisory Fee:** The Advisory Fee rate is an ongoing asset-based fee negotiated between you and your financial advisor and covers services such as asset allocation, portfolio construction, creation of model portfolios, advisory service provider due diligence and oversight, investment

recommendations and selection including applicable investment product due diligence, execution of transactions, custody of securities, and tax and account reporting including trade confirmations and client statements and services provided by your financial advisor for your account. The Advisory Fee is shared with your financial advisor.

- **Ameriprise Financial Planning Service Fee (“AFPS Fee”):** If you choose to pay for your Ameriprise Financial Planning Service (“AFPS”) through the consolidated advisory fee service, a portion of your Asset Based Fee is allocated to cover the financial planning services you receive (“AFPS Fee”). The AFPS Fee rate is negotiated between you and your financial advisor, however the sum of the Advisory Fee and the AFPS Fee cannot exceed 2%.
- **Platform Fee:** The Platform Fee covers additional costs associated with the programs for services provided by Ameriprise Financial such as investment selection including investment strategy and investment product due diligence, overlay management, additional trading costs, enhanced trading tools, reporting (e.g. manager and portfolio reports), advisory training and expert support, platform management (e.g. ongoing product development and administration) and additional operational and support related functions. This fee is applicable for Select Separate Account, Vista Separate Account, Investor Unified Account and Access Account.
- **Manager Fee:** The Manager Fee represents investment management fees charged by advisory service providers for a specific investment strategy. The Manager Fee is variable by Advisory Service Provider and specific investment strategy and is charged to you as a component of the Asset-based Fee. For unified managed accounts, the blended fee rate is calculated using the full billable value of the account, while applying a 0% manager fee rate to non-separately managed account assets (e.g. mutual funds and exchange traded funds (“ETFs”)) and the applicable Manager Fee rate as allocated to the separately managed account assets (“Blended Fee Rate”). Manager Fee rates are subject to change. This fee is applicable for Select Separate Account, Vista Separate Account, Investor Unified Account and Access Account.

**Household:** Household is generally defined as an individual, his or her spouse or domestic partner, the unmarried children under age 21 who reside at the same address, and accounts owned by these people. If you have more than one household group that have established Relationships, you may be able to link the household groups together for purposes of qualifying for a lower minimum Advisory Fee rate. See the “Householding of Managed Account Assets” Section 9G of Part I for additional detail.

**Advisory Service Providers:** Ameriprise Financial uses the services of affiliated and third-party investment advisory firms to provide discretionary and non-discretionary advisory services that include investment management, asset allocation and/or rebalancing, or providing investment models, as applicable, for certain Managed Account Programs (collectively, “Advisory Service Providers”). The types of Advisory Service Providers that may provide services to your Account include:

- **Investment Manager:** Investment Managers are managers with discretionary authority to purchase or sell securities or make other investments for your Account. The Investment Manager may be Sponsor, an affiliate of Sponsor, or a non-affiliated Investment Manager.
- **Model Provider:** Model Providers construct a model portfolio according to their specific investment strategy. The Model Provider does not have discretionary trading authority to purchase or sell securities in your Account, but will make discretionary investment selection decisions for the model portfolio strategy, which Sponsor implements according to the Model Provider’s trading instructions.
- **Portfolio Strategist:** Portfolio Strategists provide asset allocation and investment recommendations to the Investment Manager. The Portfolio Strategists do not have discretionary authority or control to purchase or sell securities or make other investments for individual investors.
- **Asset Allocation Strategists:** Asset Allocation Strategists solely provide asset allocation recommendations to the Investment Manager. The Asset Allocation Strategists do not have discretionary authority or control to recommend, purchase or sell securities or make other investments for individual investors. The Ameriprise Investment Research Group (“IRG”) provides ETF investment selection

recommendations for all Select ETF Portfolios investments utilizing the services of an Asset Allocation Strategist.

## 5. Managed Accounts and Other Relationship Services

**A. Ameriprise Financial Planning Services:** Sponsor also offers a consolidated advisory fee service for which participating clients receive the Ameriprise Financial Planning Service (“AFPS”) and at least one Managed Account service. This consolidated advisory fee service is offered through the Combined Disclosure Brochure. If you elect this option with a Managed Account, you will receive material elements of the financial planning process and at least one Managed Account service. If you elect to engage in the consolidated advisory fee service, you understand that the cost that you pay for the combined service may be more or less than if you purchased AFPS separately.

**B. Brokerage Services Provided by Sponsor and/or its Affiliates:** You understand and agree that Sponsor, through its affiliate, American Enterprise Investment Services Inc. (“AEIS”), will provide you with brokerage services in connection with your Account(s), as described in the Brokerage Agreement and in this Agreement.

## 6. Client Information and Recommendations

You agree to furnish Sponsor with certain biographical and identifying information relating to you as well as your financial and risk profile information you define with your financial advisor (“Client Information”). Your financial advisor will provide you with investment recommendations based on the Client Information you provide. You agree to inform Sponsor promptly of any change to your Client Information. Changes to your Client Information will be confirmed in writing to you. You agree to notify us if the updated Client Information is incorrect. Sponsor will inform any applicable Advisory Service Provider of any applicable material change in your Client Information. You understand that your failure to provide Sponsor with current, accurate information could adversely affect Sponsor’s or your Advisory Service Provider’s ability to effectively allocate your assets within an Account.

## 7. Client Instructions

Sponsor and your financial advisor are authorized to follow your instructions (e.g. liquidation requests,

investment strategy or portfolio changes) regarding your Account(s), whether you provide them directly to Sponsor or through your financial advisor. Sponsor will take action with respect to the underlying securities and other assets in your Account(s) based on instructions from you or your authorized agent. Sponsor may reject any instructions given by you or your agent if, in Sponsor's judgment, implementing those instructions would: (i) violate any applicable federal or state law; (ii) any applicable rule or regulation of any regulatory agency or self-regulatory body; or (iii) be inconsistent with any internal policy maintained by Sponsor, as amended from time to time, relating to effecting transactions with or for customers.

You agree to give Sponsor prompt written notice if you believe any action taken with respect to the underlying assets in your Account is inconsistent with your or your duly authorized agent's instructions or your Client Information. Notwithstanding the foregoing, you acknowledge and agree that for discretionary Programs, you have given discretionary authority over the assets in your Account(s) in accordance with this Agreement.

## **8. Reasonable Restrictions**

You acknowledge that you may impose reasonable security restrictions, including mutual funds, on the management of your discretionary Account(s) and reasonable sector restrictions on any Manager Directed Programs Account(s) ("Reasonable Restrictions"), as permitted by the specific Program by completing the appropriate document for Manager Directed Programs, and working with your financial advisor, if you have an SPS Advisor Account. You understand that any Reasonable Restrictions imposed on the management of your Account may cause your SPS Discretionary Advisor or your Advisory Service Provider to deviate from investment decisions they would otherwise make in managing your Account(s) and, accordingly, may negatively impact or otherwise affect performance. You understand and agree that each of Ameriprise Financial or your Advisory Service Provider may choose not to accept your Account, if in its sole discretion, it determines that the restrictions you wish to impose are unreasonable or would otherwise prevent them from implementing the investment strategy in question. You agree to inform Sponsor promptly of any change in your Reasonable Restrictions. Sponsor will inform your Advisory Service Provider promptly of any change in your Reasonable Restrictions. Any changes in

Reasonable Restrictions will not be binding on your financial advisor, Ameriprise Financial, or the applicable Advisory Service Provider until they are received and accepted by such party.

## **9. Fees and Expenses**

This section describes the application of the Asset-based Fee. There are additional fees beyond the Asset-based Fee, including but not limited to the other fee types described in Sections 10, 11, and 12 of Part I.

**A. Asset-based Fees:** Your Asset-based Fee is deducted from your Sweep Program, unless your Advisory Fee is paid via an alternative fee billing arrangement as described below. The total Asset-based Fee will be comprised of some or all the following fee components: Advisory Fee, Manager Fee, Platform Fee and if you are engaged in the consolidated advisory fee service, an AFPS Fee. Because the Advisory Fee and AFPS Fee are negotiable, the Asset-based Fee will vary from client to client. Sponsor will allocate a portion of the Advisory Fee or AFPS Fee if applicable to your financial advisor. All fees, including the Asset-based Fee, are subject to change upon written notice from Sponsor as described in this Section 9A and 9B below. SPS Advisor is subject to an additional asset-based fee.

The Sponsor will assess a combined \$100 minimum annual Asset-based Fee, prorated across all Account(s) within a Household. You understand that if your Household balance across all Advisory Programs is less than \$3,333, your effective Asset-based Fee will be in excess of 3%. Further, you acknowledge that if your effective Asset-based Fee exceeds 3%, Programs under the Relationship may not be the most cost-effective investment vehicle for you; similar products and services may be available for purchase for a lower overall fee through another investment program.

If you choose to enter into the consolidated advisory fee service, the Asset-based Fee also includes the AFPS Fee for the financial planning services that your financial advisor provides. If you wish to include your financial planning fees within your IRA's Asset-based Fee under this service, you agree that you will work with your financial advisor to specify a nonqualified account to pay the entire Asset-based Fee.

When you establish your Relationship, you negotiate the highest Advisory Fee that you agree could apply to an Account opened under the Relationship without

obtaining an additional signature from you (the “Negotiated Advisory Fee”). If you are engaged in a consolidated advisory fee service, the Negotiated Advisory Fee includes your AFPS Fee. Your Negotiated Advisory Fee may be lower than or up to 2% but may not exceed 2% for any individual Account at any time.

The Negotiated Advisory Fee will apply to all Accounts opened pursuant to the Relationship unless you (i) negotiate a different Advisory Fee at Account opening; (ii) negotiate a higher Advisory Fee on an existing Account; or (iii) if your Account assets fall below the minimum required to support your Advisory Fee rate as described in paragraph B below. Your signature is required for any increase to your Negotiated Advisory Fee.

You understand and agree that a new Account can be established with an Advisory Fee at or below the Negotiated Advisory Fee without a signature with respect to the Advisory Fee. Your signature will be required for a new or existing Account if you agree to (i) an Advisory Fee; (ii) or sum of an Advisory Fee and AFPS Fee that is higher than both 1) the current sum of your Advisory Fee and AFPS Fee or 2) your Negotiated Advisory Fee. When you set a Negotiated Advisory Fee rate, you can later elect to pay an AFPS Fee as a component of that rate.

You can renegotiate your Advisory Fee applicable to each Account and your AFPS Fee, if applicable, with your financial advisor at any time. If your Advisory Fee and/or AFPS Fee is renegotiated, your financial advisor will complete the appropriate documents reflecting the new Advisory Fee and/or AFPS Fee. You understand and agree that, your financial advisor or Ameriprise Financial Services may, without obtaining your signature, (i) reduce or increase your Advisory Fee up to the Negotiated Advisory Fee rate; or, (ii) for Accounts that include an AFPS Fee, reduce, increase, reallocate or remove the AFPS Fee associated with your Account providing that the new sum of your Advisory Fee and AFPS Fee does not exceed the higher of your Account’s current sum of its Advisory Fee and AFPS Fee or the Negotiated Advisory Fee.

The applicable Asset-based Fee change will become effective at the start of the next billing period, following the period in which the request is received and accepted by Sponsor. Regardless of whether your signature was required, Sponsor will send you a confirmation of the change. If you choose to renegotiate your Negotiated Advisory Fee, such change will only apply to future Accounts, but you may renegotiate the Advisory Fee applicable to any existing Account at any time.

If you have received notice that you have a Grandfathered Advisory Fee rate, which is an Advisory Fee rate that is lower than the minimum fee rate allowed for the applicable Advisory Tier (the “Grandfathered Advisory Fee rate”), you will retain that fee rate until you re-negotiate the Advisory Fee rate with your financial advisor, move to another Program, add the consolidated advisory fee service to that Account, or when processing certain ownership changes. Ask your financial advisor whether you have a Grandfathered Advisory Fee rate and consider this rate before re-negotiating your Advisory Fee rate or moving to another strategy.

The total Asset-based Fee for existing accounts incorporated into the Agreement may exceed the rates established for the Relationship.

**B. Changes in Fee Components:** The Advisory Fee is subject to a minimum rate based on the total value of Managed Account assets held within a Household at Ameriprise Financial. If you have negotiated an Advisory Fee for your level of assets and a withdrawal or a decrease in value causes your Advisory Fee to be below the level of advisory assets required for that minimum fee rate, Sponsor will provide you with advance written notice that it will raise the Advisory Fee to the appropriate minimum fee rate for your new level of assets (a “Passive Advisory Fee Change”). If you have a Grandfathered Advisory Fee, you will not be subject to a Passive Advisory Fee Change.

If the total value of assets held within Managed Accounts at Ameriprise Financial hasn’t increased to support your current Advisory Fee rate after a period of three (3) months of our notice to you, Ameriprise Financial will raise your Advisory Fee to the minimum Advisory Fee rate appropriate for your level of assets and provide written confirmation of the new Advisory Fee rate to you. If you are in a consolidated advisory fee service, and the increase would result in the sum of the Advisory Fee rate and the AFPS rate being above 2%, we will reduce your AFPS Fee rate until the sum of the Advisory Fee rate and AFPS rate totals 2%.

Manager Fee rates are subject to change. The Manager Fee may change if (i) your Account changes Advisory Service Providers, (ii) you move to a different Program, or (iii) one of your current Advisory Service Providers change their fee. Any increase or decrease in the Manager Fee is passed along to you. In these cases, we will send you a confirmation of the change. A Manager Fee rate change does not require your signature. For unified managed accounts, the Blended Fee Rate will generally change as the

allocation between the underlying separately-managed accounts changes. Changes to the Blended Fee Rate do not require your signature.

Platform Fee rates are subject to change. The Platform Fee may increase or decrease, or, if your Account does not currently have a Platform Fee, one may be added. In these cases, we will provide prior notice of the change to you. Platform Fee rate changes do not require your signature.

**C. Billing cycle:** The Asset-based Fee is calculated at the beginning of the billing period based on the value of your Account(s) assets as of the last business day of the preceding calendar month and deducted from your Sweep Program on the 14th day of each month, or, if the 14th is a weekend or holiday, the fee will be deducted the next business day. Additional events, such as withdrawals, suspended billing, or Account termination could change the date the Asset-based Fee is deducted as further described below. All Managed Accounts use a monthly Asset-based Fee billing cycle. Other fees, such as the SPS Advisor Infrastructure and Support Fee (as defined below) will be billed on a different frequency.

Your initial Asset-based Fee will be deducted from each Account the first business day after the Account reaches the investment minimum required for the Program and the Account is accepted by Sponsor. This initial Asset-based Fee will be based on the market value of the assets in the Account on the date the Account reaches the investment minimum and advisory services begin, adjusted proportionately to reflect the number of days remaining in the initial billing cycle, including the day your Account is accepted. Sponsor will calculate the Asset-based Fee for each subsequent billing period based on the market value of the Account assets, which includes cash held in your Sweep Program, on the last business day of the preceding billing period. If you or Sponsor terminate your Account during a billing period, Sponsor will deduct the monthly Asset-based Fee if it has not been assessed, prorate the Asset-based Fee based on the period of time during the billing period that the Account was open, including the day of the termination, and return any unused portion of the Asset-based Fee, as applicable, less any applicable distribution fee described in Section 23 of Part I.

**D. Asset-based Fee and Other Fee Deductions:** You authorize Sponsor to instruct the custodian of your Account(s) to deduct the Asset-based Fee and all other fees and expenses (including the Asset-based

Fee), when due, directly from the assets held in your Sweep Program. You will be sent a statement, at least quarterly, indicating all amounts disbursed from the Account(s), including the amount of withdrawals for fees and expenses. You will continue to pay the Asset-based Fee in the event Sponsor is engaged in bankruptcy or similar reorganization proceedings, or received a protective decree under the Securities Investor Protection Act of 1970, and as amended. If the balance in your Sweep Program is not sufficient to pay your Asset-based Fee, you authorize Sponsor to instruct the custodian to liquidate securities and other assets held in the Account(s) to pay such fees and expenses.

Nothing in this section or any other section of this Agreement shall be construed to grant us any security interest or right of set-off as it relates to any qualified account. Any liability or indebtedness to us that relates to a qualified account can only be satisfied from property held within such qualified account except to the extent permitted by a prohibited transaction exemption. Any liability or indebtedness to us that relates to a non-qualified account cannot be satisfied from property held within a qualified account. For these purposes, the term "qualified account" shall include any account subject to the prohibited transaction rules found under Section 4975 of the Code or Section 406 of ERISA, as defined below (e.g. IRAs and ERISA governed retirement accounts).

**E. Asset-based Fees associated with additions and withdrawals:** If you make a net deposit of additional assets into your Account of \$10,000 or more in a single day during a billing period, you will pay an additional Asset-based Fee on the market value of the additional assets, calculated based on the net deposit and prorated for the number of days, including the date of the deposit, remaining in the billing period. The additional Asset-based Fee will be due the day after the date of the net deposit. Sponsor will not make pro rata adjustments to or refund prepaid Asset-based Fees with respect to partial withdrawals of less than \$10,000 from your Account during any billing period. However, if you make a net withdrawal in a single day from your Account of \$10,000 or more during a billing period, you will receive a pro rata adjustment or refund of your prepaid Asset-based Fee on the next business day. If the monthly Asset-based Fee has not yet been deducted from your Account, it will be deducted on the same day as this rebate. You understand that when transferring assets from one Managed Account



to a different Managed Account on the same business day, those assets will be included in the calculation of the Asset-based Fee for both Accounts for that day, provided that account minimums or addition and withdrawal thresholds have been met. You understand that you will not receive a rebate for a withdrawal from one Managed Account that does not meet the withdrawal threshold, even where you subsequently combine those assets with other assets to make a contribution into a different Managed Account that meets the addition threshold.

**F. Valuation:** For purposes of computing the Asset-based Fee on an Account, Sponsor will determine the value of your Account assets, which includes cash held in your Sweep Program, in good faith to reflect their estimated fair market value. You understand that any short positions reduce the Account value shown on your client statement but do not reduce the billable value of the Account when calculating the Asset-based Fee. You understand and acknowledge that Sponsor may rely on a third-party pricing service to make these valuation determinations. If a daily value is not available, the most recent valuation will be used.

**G. Householding of Managed Account Assets:** Managed Accounts will receive applicable Advisory Fee householding benefits across all Programs. By default, a primary household will consist of a client, their spouse or domestic partner, unmarried children under the age of 21, and Accounts owned by these people, which are categorized and displayed under one Group ID which will be found on your client statement. If you have more than one Group ID, you may be able to link the Group ID associated with your primary household group with the Group ID associated with an additional household group with which you have an eligible affiliation, such as the grantor of an irrevocable trust or owner of a corporation. Where eligible, this allows you to combine Managed Account assets across multiple household groups, which may help you qualify for a lower minimum Advisory Fee rate or, if applicable, to only pay the household minimum once pro-rata across all Accounts in the linked households. Generally, pension and group retirement plans are not eligible to be linked for Advisory Fee Householding. In addition to your client statement, you can also find your Group ID online if you're registered on the secure site at ameriprise.com. Contact your advisor to review whether your Group IDs are eligible to be linked for Advisory Fee householding benefits.

## H. Investment Minimums

You understand and acknowledge that all Managed Accounts have a required (i) initial investment minimum; and (ii) maintenance minimum that varies by program. Sponsor reserves the right to adjust the required minimum and/or to suspend any withdrawal that would cause the account to fall below the required minimum. Investment advisory services and the assessment of the initial Asset-based Fee will not begin until the Account reaches the initial investment minimum.

If an SPS *Advantage*, SPS Advisor, or *Active Portfolios* Account later falls below the ongoing maintenance minimum, we will suspend billing, deduct the monthly Asset-based Fee if it has not yet been assessed, and return any unused portion of the Asset-based Fee paid in advance. For all Accounts that fall below the ongoing maintenance minimum, we will provide notice to add funds to the Account to bring the Account(s) above the investment minimum. For SPS *Advantage*, SPS Advisor, and *Active Portfolios* Accounts we will resume billing the Asset-based Fee on the first business day the Account reaches the investment minimum, adjusted pro-rata for the remaining days in the month, including the day the Account reaches the investment minimum. If your Account does not reach the required investment minimum within the notice period, we will transfer the Account to an Ameriprise Brokerage Account. For more information about the investment and maintenance minimums, refer to the Disclosure Brochure or Combined Disclosure Brochure, as applicable.

## 10. Other Fees Received by Sponsor/Financial Advisor

Sponsor receives several types of payments in connection with Managed Accounts, in addition to the Asset-based Fee. You understand that certain investment products available through or in connection with Managed Accounts are affiliated with Sponsor ("Affiliated Products") and that Sponsor and its affiliated companies receive fees for providing services to the Affiliated Products, including acting as investment adviser and administrator to affiliated mutual funds or collecting interest on credit extended in a margin account (as set forth in their respective prospectus or disclosure document).

You understand that Sponsor's affiliate, AEIS, receives payments for marketing and distribution support when you purchase shares of mutual funds that participate in our program as either Full Participation or Distribution

Support firms, as defined in the Disclosure Brochure or Combined Disclosure Brochure, as applicable. To participate in our program, mutual fund families agree to pay AEIS a portion of the revenue generated from the sale and/or management of mutual fund shares. Full Participation firms pay at a higher rate than do other firms. AEIS receives payments when you purchase products for which we, or our affiliates, have similar financial arrangements, such as unit investment trusts, structured CDs and notes, and alternative investments (hedge fund offerings, and managed futures funds). In addition, AEIS receives sub-transfer agency or networking payments from mutual funds for recordkeeping and other servicing and account maintenance services it provides to the mutual funds. The sources and amounts of mutual fund payments, as well as descriptions of payments from other products, can be found at [ameriprise.com/guide](http://ameriprise.com/guide). You acknowledge that you have received and reviewed the Disclosure Brochure or Combined Disclosure Brochure, as applicable, which includes information about Third Party Payments and the conflicts of interest and incentives arising from such payments.

### **11. Other Fees and Expenses**

You understand and acknowledge that the Asset-based Fee does not include, and you will be responsible and charged separately for, transaction fees relating to any foreign securities other than American Depositary Receipts (“ADR”), ADR issuance and annual depository fees; voluntary reorganization fees; a tax filing service fee if IRS Form 990-T is filed on behalf of a retirement account; and other costs or charges imposed by third parties, including odd-lot differentials, transfer taxes, exchange fees, and other fees or taxes required by law including a nominal transaction fee on sales of all equity, all ETF and most option positions; and for certain separately managed account Programs, commissions or transaction costs for trade orders effected through a broker-dealer other than Sponsor’s clearing agent AEIS. You also understand and acknowledge that you may also be subject to additional fees, depending on the products, services or optional features that may be available in connection with your Account(s) from time to time, including but not limited to the asset-based SPS Advisor Investments and Infrastructure Support Fee as defined in Section 1H of the SPS Advisor Program-Specific Terms of this Agreement. You understand that investment products you purchase or hold within your Managed Accounts have their own fees and expenses including, if applicable, the underlying money market instrument used as the Sweep Program.

### **12. Sweep Program and Expenses**

You understand and agree that cash balances in your Managed Account(s) will be held in the money settlement option made available to you by Ameriprise Financial and that you agreed to in your Relationship Application. These money settlement options are further described in the Disclosure Brochures and include a free credit balance held in your Account or a program that provides for the automatic deposit or “sweep” of uninvested cash balances in your Account (each, a “Sweep Program”).

You understand we offer a Sweep Program as a short-term feature that is intended to hold cash for the purposes described in the Disclosure Brochures. You agree that you will not maintain a cash balance in your Managed Account(s) solely for the purpose of receiving interest or obtaining FDIC insurance or SIPC coverage. You understand that Ameriprise Financial offers other investments products that offer capital preservation with a higher rate of return than a Sweep Program and are a more appropriate place to invest cash than maintaining a significant cash balance in your Account for an extended period. You understand and acknowledge that if your Sweep Program consists of money market mutual funds then your Sweep Program will have its own expenses. You further understand and acknowledge that the banks that participate in the FDIC insured interest-bearing bank deposit Sweep Programs offered by our affiliated clearing firm, AEIS, compensate AEIS for deposits placed at the bank(s) or reimburse AEIS for expenses it incurs in providing the Sweep Program, and that our affiliate, Ameriprise Bank, FSB, is a participant in these programs. If your Managed Account uses ABISA as its Sweep Program, Ameriprise Bank, FSB earns spread revenue, the difference between what it pays in interest and what it earns on its investments. AEIS receives marketing support payments from the underlying money market mutual funds, if eligible, used as the Sweep Program for your Account. You further authorize Sponsor or its affiliates to invest, directly or indirectly, in deposits of itself or its affiliates, including Ameriprise Bank, FSB, that bear a reasonable rate of interest, determined solely by Sponsor, to facilitate money settlement option services, and understand that Sponsor’s affiliate, AEIS, is reimbursed for expenses it incurs related to the Sweep Program. The availability of each Sweep Program depends on your Account type and ownership. You acknowledge that you have received and have had the opportunity to review the (i) Sweep Program and Expenses section of the Disclosure Brochures; (ii) Money Settlement Options section of

the Ameriprise Brokerage Client Agreement, and (iii) Other Important Brokerage Disclosures document, which fully describe our insured bank deposit programs. You can always obtain the current version of the Disclosure Brochures, Brokerage Client Agreement and the Other Important Brokerage Disclosures by visiting our website at [ameriprise.com/disclosures](http://ameriprise.com/disclosures) or by calling our service line at 800.862.7919.

### **13. Deposits and Distributions upon Withdrawal or Termination**

Sponsor will deposit all cash into your Sweep Program. You, either directly or through your financial advisor, may make partial withdrawal requests of cash or securities in writing or by telephone. You, either directly or through your financial advisor, may make termination requests in writing or by telephone. Sponsor will generally distribute cash by check within two (2) weeks following receipt of your request. In connection with any withdrawal from your Account(s), Sponsor reserves the right to retain amounts sufficient to complete any transactions open at the time of the withdrawal and to satisfy any amounts owed to it. Reasonable time for liquidation and processing may be required in connection with any withdrawal request. For distributions of securities, Sponsor will request that the transfer agent forward the securities according to your instructions within thirty (30) days. However, the amount of time required to complete securities transfers varies and some securities cannot transfer. Sponsor is not responsible for any delay, damages or out of pocket costs that you may suffer during the time it takes to complete a securities transfer. Investment advisory services will cease when you request full liquidation of the account and Sponsor will deduct the Asset-based Fee if it has not yet been assessed, prorate the Asset-based Fee based on the period of time during the billing period that Account was open and return any unused portion of the Asset-based Fee as described in Section 23A of Part I. Additional withdrawal rules and minimum withdrawal amounts vary by Program. For more information, please see the “**Deposits and Distributions upon Withdrawal of Termination**” Sections in Part II of this Agreement.

### **14. Brokerage, Custody and Execution Services; Dividend Distributions**

**A. Custody of Securities:** You authorize AEIS to act as custodian for all Managed Accounts opened pursuant to the Relationship and to provide custody and safekeeping services for your Account assets. Sponsor will not take possession of any assets, except to the extent otherwise provided by you in a written notice to Sponsor.

**B. Execution Services:** You authorize Sponsor, as introducing broker, to effect purchase and sale transactions in any Managed Account opened pursuant to this Relationship on an agency basis through AEIS. You understand that the negotiated Asset-based Fee for each Managed Account covers brokerage commissions on transactions effected on an agency basis by Sponsor through AEIS. You understand and acknowledge that your direction to Sponsor to trade through AEIS may result in less advantageous execution, including greater spreads (the difference between the bid and the offer price) and less favorable net prices, than if an unaffiliated broker-dealer were to execute the transaction.

**C. Transaction Procedures:** You acknowledge that Sponsor will generally effect all securities transactions as your agent. AEIS provides execution and clearing capabilities as clearing broker for Sponsor. Sponsor and AEIS have an agreement in which Sponsor introduces customer accounts to AEIS on a fully disclosed basis. Sponsor opens, approves, and monitors accounts and accepts securities orders. AEIS provides execution, recordkeeping, and all other clearing functions for Managed Accounts. Sponsor places all orders on a “best efforts” basis. Sponsor will not accept any liability or responsibility for orders not executed or accepted because of failure of a communication system, including the mail or other methods of transmitting instructions through vehicles of interstate commerce.

**D. Dividends/Interest Distributions:** Dividends and distributions received on your investments held in any Account opened pursuant to the Relationship may be reinvested, where allowed, if selected by you. Where reinvestment is not allowed or selected, your dividends and distributions will be deposited into your Sweep Program.

#### **E. Fractional Shares and Liquidation Process:**

A fractional share is defined as less than one full share of an equity or ETF. Fractional shares are not eligible for purchase in your Account(s). You acknowledge and agree that when you direct

Ameriprise Financial Services to reinvest equity and ETF dividends into your Account(s), where allowed, you are directing us to purchase additional shares on your behalf in an amount equal to the amount of the dividend proceeds and this will generally result in us purchasing a fractional share of the applicable equity or ETF on your behalf.

You understand that for all Accounts certain transactions and circumstances can result in fractional shares being deposited into your Account, such as equity and ETF positions transferred in-kind and accepted for deposit in connection with an Account or contributing to an existing Account, life events and corporate actions. You authorize such deposits and direct us to accept any fractional shares into your Account(s) in such circumstances.

You acknowledge and understand that fractional shares may be held in your Account(s), if appropriate, but due to their nature may not be purchased or sold on an agency basis through AEIS as described in sub-section B, "**Execution Services**". You understand that the liquidation of fractional shares requires us to purchase a full share and divide the share while acting as principal for our inventory account in order to pay you the proceeds of the value of the fractional share you own. By entering into this Agreement, you authorize Ameriprise Financial, from time to time and as described below, directly or indirectly through AEIS, to effect fractional share transactions on your behalf, and in your Account(s) while acting as principal for our own account ("Principal Transactions").

You understand that AEIS and Ameriprise Financial mitigate any potential conflicts of interest in effecting fractional share Principal Transactions by acting in the best interest of our clients and that neither Ameriprise Financial nor AEIS will receive any selling concession or other compensation or benefits and you will not be charged a markup or markdown in connection with fractional share Principal Transactions.

You acknowledge and agree that fractional shares can be liquidated from your Account(s) in circumstances such as the following: (i) your Ameriprise financial advisor for your non-discretionary Account recommends selling an entire equity or ETF position that includes a fractional share; (ii) your Ameriprise financial advisor with discretionary authority decides to sell an entire equity or ETF position that includes a fractional share; (iii) your Investment Manager instructs us to sell an entire

equity or ETF position that was transferred in-kind and accepted for deposit in connection with a Manager Directed Programs Account; (iv) you decide to sell an entire equity or ETF position that has a fractional share or to transfer such position to an account held outside Ameriprise Financial; (v) in rare instances, where your Manager Directed Programs Account holds an equity or ETF position that includes a fractional share, the Investment Manager instructs us to sell the entire position; and (vi) Ameriprise Financial identifies an equity or ETF position that consists solely a fractional share in your Account. You understand and agree that when you decide to sell or transfer your entire position in an equity or ETF held in your Account, you are also directing us to liquidate any corresponding fractional shares.

In addition to granting your authorization to participate in fractional share Principal Transactions, by entering into this Agreement, or by retaining existing Account(s) covered by this Agreement, you also specifically authorize and direct Ameriprise Financial Services and its affiliate, AEIS, to sell and liquidate fractional shares as a client-directed Principal Transaction on your behalf. You understand and agree that when fractional shares are sold or transferred out of your Account(s) the following liquidation process will apply. You consent to and instruct us to follow this process for all applicable future fractional share Principal Transactions and accordingly direct us to liquidate such shares as follows:

- Whole shares will be executed as a discretionary or non-discretionary transaction on an agency basis depending on the Account.
- Fractional shares will be executed as client-directed Principal Transaction for all Accounts.
- When your Account transacts in more than one share,
  - For all Programs except for transactions in SPS Advisor Accounts that are placed in one aggregated trade order ("block trade"), you will receive the same execution date and price for both the fractional and whole shares.
  - For transactions in SPS Advisor Accounts that are placed in a block trade, the price applied to the fractional share will be the previous day's closing price.
- For all Programs, when your Account transacts in less than one share, the price applied to the fractional share will be the previous day's closing price.

## 15. Confirmations and Reports

Sponsor will send you trade confirmations for each trade and a consolidated statement at least quarterly. You may elect to waive the right to receive trade confirmations upon the completion of each trade in your discretionary Account(s). If you make this election, Sponsor will, upon Sponsor's approval of such election, send trade confirmations only to the Investment Manager (where the Investment Manager is the discretionary manager over the assets in your Account(s)) and you will be able to view information regarding such trades in the consolidated statements provided to you and on the secure site on ameriprise.com. Your Asset-based Fee will not change as a result of this election and your decision to make this election is not a condition of entering into, or continuing participation in any Program. You may rescind this election at any time by providing Sponsor with a new election. It remains your responsibility to promptly review all trade confirmations and account statements, and to promptly notify your financial advisor and/or Sponsor of any questions or concerns you may have about the amount of trading activity, the type of securities traded in your Account, or the investment performance in your Account.

Your Asset-based Fee (which includes the AFPS Fee, if applicable) will appear in the Account transaction section of the consolidated statement.

On at least a quarterly basis, written notice will be sent through your Account statement or other means of written communication to remind you to notify us if your financial situation and investment objectives have materially changed. This written communication also reminds you that for discretionary accounts, you should review whether you wish to maintain or change the Reasonable Restrictions, if any, that you have placed on your Account. You agree to notify your financial advisor promptly of any changes to such information.

## 16. Services for Other Clients

You understand and agree that Sponsor and its affiliates (i) perform advisory services for other clients and may take action with respect to any of its other clients that may differ from action taken, or from the timing or nature of action taken, with respect to your Account(s), provided their policy, to the extent practical, is to allocate investment opportunities among clients over a period of time on a fair and equitable basis; and (ii) have no obligation to purchase or sell for your Account(s) any security that they or their officers or employees may purchase or

sell for their own accounts or the account of any other clients, if in their opinion, such transaction or investment appears not appropriate, impractical or undesirable for you.

## 17. Assignment

Sponsor will not assign, as defined under Section 202 of the Investment Advisers Act of 1940, as amended, ("Advisers Act"), this Agreement without your consent.

## 18. Change in Membership

Ameriprise Financial is a domestic limited liability company and its sole member is AMPF Holding Corporation. We will notify you of any change in the membership of Ameriprise Financial within a reasonable time after such change.

## 19. Retirement Account Considerations

The following provisions apply with respect to a retirement plan or individual retirement account subject to the prohibited transaction provisions of the Internal Revenue Code of 1986, as amended ("Code") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA") including an "employee benefit plan" as defined in ERISA (e.g. a 401(k) plan) and a "plan" as defined in the Code (e.g. an IRA) (all such plans and accounts hereinafter referred to as a "Plan" and the portion of such Plan invested in a Managed Account is hereinafter referred to as your "Retirement Account"). Not all Programs allow all types of Retirement Accounts. See the "**Additional Retirement Considerations**" Sections in the SPS *Advantage* and SPS Advisor Program specific terms for more detail. The representations you make below are applicable to the extent they apply now or in the future.

With Respect to Your Retirement Account: You acknowledge and agree that you are capable of exercising control and management of the assets of the Retirement Account and are capable of making an independent and informed decision concerning the opening and maintenance of the Retirement Account(s); and you share responsibility for determining whether and to what extent your Retirement Account(s) is appropriate for you.

You represent, warrant and covenant that:

- Any securities transactions executed in your Account(s) through AEIS and the Asset-based Fee

you have agreed to pay Sponsor are for the exclusive purpose of providing benefits to participants and beneficiaries of your Retirement Account;

- The compensation received by Sponsor (including the portion allocated to your financial advisor), our affiliates, the Advisory Service Providers and their respective affiliates is reasonable;
- You are independent of us, our affiliates, any Advisory Service Provider you appoint, and their respective affiliates (if you are employed by us, you would still generally be considered to be independent);
- You will not be permitted to open or maintain a margin account with AEIS or any other broker or dealer, or otherwise pledge or assign any assets with respect to a Retirement Account;
- Sponsor, your financial advisor, the Advisory Service Provider and their respective affiliates, are not responsible for plan administration or, except to the extent otherwise agreed to in writing by Sponsor, your financial advisor, the Advisory Service Provider or any of their respective affiliates and you, for performing any other duties that are not expressly set forth in this Agreement;
- For Retirement Accounts where Ameriprise Trust Company acts as custodian, AEIS shall act as an agent or sub custodian of Ameriprise Trust Company with respect to custody of assets;
- Sponsor, its affiliates and/or your financial advisor may rely on one or more exemptions from the prohibited transaction restrictions of ERISA and the Code with respect to transactions involving your Retirement Account. Sponsor and/or your financial advisor may provide you with certain additional information about your Retirement Account or about fees or other compensation paid to your financial advisor and may require that you acknowledge receipt of such information and agree to certain actions in order to comply with the requirements of those exemptions or applicable law. You acknowledge and agree that Sponsor may terminate this Agreement if you do not provide such acknowledgements or agreements; and
- Sponsor and/or your financial advisor are not responsible for any assets of your Plan held outside your Account. You remain responsible for ensuring appropriate diversification for all the assets in your Plan.

You further represent, warrant and covenant that if the assets credited to your Account(s) are assets of

an “employee benefit plan,” as defined in Section three (3) of ERISA:

- The person executing and delivering this Agreement is a “named fiduciary” as defined in ERISA, or designated as a “named fiduciary” pursuant to ERISA, who has the authority to appoint an investment manager as defined in ERISA and in the manner provided by this agreement;
- If required pursuant to ERISA or other applicable law, you agree to obtain and maintain during the period of this Agreement an appropriate bond, and to include within the coverage of such bond Sponsor, its affiliates, and each of their respective officers, directors and employees whose inclusion is required by law, and you agree to provide Sponsor with appropriate documents evidencing such coverage promptly upon request;
- The services to be provided under this Agreement, the investments and related transactions contemplated by this Agreement, and any instructions you provide regarding your Account(s), are consistent with and permissible under your plan documents, including any investment policies, guidelines or restrictions; and
- You shall promptly take action with respect to any changes to any of the Plan’s investment policies, guidelines or restrictions or other plan documents pertaining to investments by the Plan, and promptly notify Sponsor, its affiliates or the Investment Manager if any investments made for your Account(s) are inconsistent with such documents. The compliance of any recommendation or investment made for your Account(s) with any such investment guidelines, policies or restrictions shall be determined on the date of the recommendation or purchase only. No investment guidelines, policies, restrictions or other instructions shall be deemed breached as a result of changes in value or status of an investment occurring after purchase. Please see Section 8 of Part I for information relating to Reasonable Restrictions.

With respect to any mutual fund of which Sponsor or an affiliate is the investment adviser, you acknowledge and agree that:

- Your financial advisor may suggest investments in such mutual fund;
- Sponsor is an affiliate to the principal underwriter of such mutual fund; and
- Except as noted below, Sponsor and your financial advisor are subject to no limitations with respect

to identifying potential investments in such mutual funds. Affiliated mutual funds are not permitted to be purchased in SPS Advisor Retirement Accounts and certain other qualified accounts. See the **“Additional Considerations for Retirement Accounts”** Sections in Part II of this Agreement.

In the event you breach of any portion of this Section 19, Sponsor may immediately terminate this Agreement.

## **20. Termination, Reappointment of Advisory Service Provider by Sponsor**

You understand and acknowledge that Sponsor may terminate any Advisory Service Provider providing investment advisory services with respect to one or more portfolios or investment strategies (each, an “Investment”) in the *Active Portfolios*<sup>®</sup> investments, Select Separate Account, Investor Unified Account, Vista Separate Account, or Access Account (the “Manager Directed Programs”), or discontinue the Advisory Service Provider’s Services with respect to a particular Investment, by providing the Advisory Service Provider with at least thirty (30) days prior written notice. In addition, you understand and acknowledge that any Advisory Service Provider may terminate its Investment, or terminate its participation in the Manager Directed Program, by providing Sponsor with at least thirty (30) days prior written notice. If an Advisory Service Provider is removed, or an Advisory Service Provider’s provision of services with respect to an Investment is discontinued, a successor Advisory Service Provider providing a similar Investment may be identified and named by Sponsor. Under these circumstances, Sponsor will notify you of the successor Advisory Service Provider it has proposed. If you choose to select an Advisory Service Provider and/or Investment other than the successor Advisory Service Provider, you must make a written designation within thirty (30) days of your receipt of notice of the selection of the successor Advisory Service Provider. If you do not designate an alternative Advisory Service Provider or Investment from the options available in the applicable Manager Directed Program, you understand, agree and authorize Sponsor to transfer your assets to the successor Advisory Service Provider. If a successor is not named and you fail to select a new Advisory Service Provider or Investment from the options available, Sponsor will transfer your Managed Account assets in-kind to a Brokerage Account over which neither Sponsor nor the terminated Advisory Service Provider

shall have investment discretion. In these circumstances, you and your Brokerage Account will be subject to the applicable terms, conditions and fees outlined in the Brokerage Agreement.

## **21. Program Reorganizations**

In Sponsor's sole discretion and with advance notice to you Sponsor may reorganize any Investment in each of the *Active Portfolios*<sup>®</sup> investments, Select Separate Account, Investor Unified Account, Vista Separate Account, or Access Account Programs into another Manager Directed Program in the following manners: (i) reorganizing an existing Investment into a different Manager Directed Program, in which case the services provided by the Advisory Service Provider and the particular Investment will not change as a result of the reorganization; or (ii) Sponsor may terminate the existing Advisory Service Provider or discontinue the Advisory Service Provider’s services with respect to a particular Investment and identify and name a successor Advisory Service Provider providing a similar Investment in a different Manager Directed Program. Sponsor will notify you of the planned reorganization, the new Manager Directed Program, and the successor Advisory Service Provider and Investment, as applicable. If you prefer to remain in the Manager Directed Program you have previously selected, you must work with your financial advisor to select an Investment available in that Manager Directed Program or terminate your Account within thirty (30) days from the notice date of the reorganization. You may also choose to open a new Account in a different Manager Directed Program. If you do not designate an alternative Investment from the options available in your existing Manager Directed Program or transfer your assets to a new Account in a different Manager Directed Program, you understand, agree and authorize Sponsor to effect the reorganization and transfer your assets to the new Manager Directed Program.

## **22. Amendment of Agreement/Modification of Services**

Sponsor may amend or otherwise modify this Agreement, including any features of a Managed Account, and the information included in related disclosures and documents, as applicable, in its sole discretion, by mailing you a written notice of the modification or change or a new Agreement or other document to you at your address as reflected on the application or other postal or electronic address you provide to us or, if you have agreed to use the

electronic services provided by us, by posting such modifications or changes online.

Any such amendment or modification will be effective as of the date Sponsor establishes as outlined in the notice. Unless you terminate this Agreement pursuant to Section 23 below, your continued enrollment in a Managed Account after the effective date of such amendments shall constitute your acknowledgement and agreement to be bound thereby. This Agreement is not subject to any oral modification.

Modifications to the Programs may also be described in updates to the Disclosure Brochure or Combined Disclosure Brochure, as applicable. You further acknowledge that we will provide you updated disclosures as our products and services change from time to time and you agree to promptly review notices of such updates. You may always access the current versions of your Agreement or the related disclosures at [ameriprise.com/disclosures](http://ameriprise.com/disclosures) or by contacting your financial advisor.

Additionally, if you are engaged in the consolidated advisory fee service, this Agreement, together with any Asset-based Fee amendment form(s) signed by you and your financial advisor, represents the entire Agreement between you and Sponsor. Refer to the Combined Disclosure Brochure, as applicable, for more information. You must re-engage in the consolidated advisory fee service if: (1) you and your financial advisor determine to restart the initial year of the financial planning service; (2) if there is a change in owners or parties; or (3) there is a lapse of the prior Agreement.

### **23. Effective and Termination Dates of Agreement and Accounts**

This Agreement will take effect when it is accepted by Sponsor. Once we have accepted your Account, Sponsor will begin billing as described in Section 9D of Part I. Sponsor may choose not to accept any Account for any reason.

Sponsor will cause commencement of the management of the Account upon the later of either the acceptance of this Agreement by Sponsor or the funding of the Account at the initial minimum investment as determined by Sponsor.

If you choose to terminate your Account, depending on the manner of distribution, you may be charged applicable fees as set out in the Brokerage Agreement. Sponsor may, in its sole discretion and at any time, terminate this Agreement and/or

discontinue or terminate the Account or any of the services upon thirty (30) days prior written notice to you. At which time, Sponsor may transfer the Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern. Sponsor may also transfer certain assets in the Account to an Ameriprise Financial Brokerage Account if it determines, in its sole discretion, that the assets are inappropriate for the Account. If an Account has been closed due to Sponsor or financial advisor error, Sponsor may reopen the account for up to twelve (12) months using the previously executed documentation and will provide notice of that reopening to you. You may terminate this Agreement by contacting your financial advisor or you may call an Ameriprise Financial client service representative at 800.862.7919, enter the information requested and say "Representative" at the main menu.

#### **A. Asset-based Fees and Termination of Accounts:**

In the event Sponsor terminates an Account, it will deduct the monthly Asset-based Fee if it has not yet been assessed, prorate the Asset-based Fee based on the period of time during the billing period that Account was open, including the day of the termination, and return any unused portion of the Asset-based Fee as described in Section 13 of Part I. Immediately upon termination of an Account, your eligibility to receive the advisory services provided through that Account will cease. If you were receiving financial planning services through the consolidated advisory fee service, you will continue to receive financial planning services if any other Managed Accounts continue to pay the consolidated advisory fee. If an Account is not funded within a reasonable period, Sponsor in its sole discretion may terminate any such Account without prior written notice to you. If you are engaged in the consolidated advisory fee service, when your AFPS is terminated, either by you or by Sponsor, you will no longer be charged an AFPS Fee. This will not terminate your Managed Account service, nor will it terminate your Asset-based Fee and other costs associated with your Account.

#### **B. Termination of Accounts and Account transfers:**

Termination of your Account will not, by itself, close your Relationship or terminate your Brokerage Agreement. If a Managed Account is terminated and its assets are transferred to a Brokerage Account, those assets will be maintained and governed by the Brokerage Agreement. Such Accounts will not be assessed an Asset-based Fee, nor will you receive investment advisory services.



**C. Termination of the Relationship:** If you wish to terminate this Agreement and your Relationship, you must first terminate all Accounts opened under it. This Agreement and your Relationship will automatically terminate if no Accounts are active under it for a period of thirteen (13) months. Sponsor may, in its sole discretion and at any time, terminate this Agreement and your Relationship upon thirty (30) days prior written notice to you. If this Agreement and your Relationship are closed in error, Sponsor may reopen your Relationship for up to twelve (12) months and will provide notice of that reopening to you.

#### **24. Receipt by You of the Disclosure Documents**

**A. Sponsor's Disclosure Brochures:** By signing the Relationship Application, you are acknowledging that you have received a copy of the Disclosure Brochure or Combined Disclosure Brochure, as applicable. Contact your financial advisor if you would like another copy of the Disclosure Brochure or Combined Disclosure Brochure.

**B. Advisory Service Provider Disclosure Brochures:** You understand and acknowledge that if you open an Account that uses the services of an applicable Advisory Service Provider, Sponsor will provide to you that Advisory Service Provider's Form ADV Part 2A or other brochure meeting the requirements of Rule 204-3 under the Adviser's Act (each an "Advisory Service Provider Disclosure Brochure"). By continuing to accept the services provided by that Advisory Service Provider, you acknowledge that you have received the Advisory Service Provider Disclosure Brochure and understand the services you are receiving. If you believe you may not have received the applicable Advisory Service Provider Disclosure Brochure, or would like another copy, please contact us at 800.297.6663 or through your financial advisor.

**C. Additional Disclosure Documents:** Additionally, important information with respect to many of the products and securities contained within your Accounts is contained in their respective disclosure documents, including fact sheets and prospectuses or other offering or disclosure documents. You understand it is your responsibility to read the disclosure documents carefully before choosing to participate in or invest in these products, review any prospectuses provided, and keep these disclosure documents for future reference. It is your responsibility to read and understand the terms and conditions in the prospectus, including fees and charges that may apply, before investing. Sponsor will

not accept any liability for orders executed under the terms and conditions of a prospectus. Charges imposed by the securities and/ or products, including redemption fees, are subject to change. It is your responsibility to understand such fees and expenses prior to making investment decisions regarding, or otherwise participating in, a particular security or product. One or more mutual funds may reserve the right to change its policies regarding exchanges, redemptions, or purchases. This may affect Sponsor's ability to execute an order on your behalf.

#### **D. Prospectus Delivery to Investment Managers:**

You agree that with respect to your existing *Active Portfolios* Account(s) and for any *Active Portfolios* Account(s) you open, your grant of full discretionary authority to the Investment Manager(s) for your Account(s), as described in Section 1.C under the heading ***Active Portfolios Investments Additional Terms*** of Part II of this Agreement, includes your authorization and appointment of such Investment Manager(s) as your agent to receive prospectuses on your behalf for the mutual funds and ETFs purchased and held in your *Active Portfolios* Account(s).

With your authorization, you acknowledge and understand that prospectuses will be delivered only to your Investment Manager(s) and that information regarding your Account's holdings of, and transactions in, mutual funds and ETFs will be available on the secure site at ameriprise.com and in your Ameriprise Financial statements. You understand that (i) your Asset-based Fee will not change as a result of appointing the Investment Manager(s) to receive prospectuses on your behalf; (ii) such appointment is not a condition of entering into, or continuing participation in the *Active Portfolios* Program; and (iii) you retain the right to receive copies of prospectuses that are delivered to the Investment Manager upon request and at any time from your financial advisor or by contacting us at 800.862.7919. You acknowledge that you may access the prospectuses for the mutual funds and ETFs held in your *Active Portfolios* Account(s) via the fund family's website.

You may rescind your authorization to deliver prospectuses to Investment Manager(s) on your behalf at any time by contacting your financial advisor or us at the number above. This can be requested for an Account or your Relationship without your signature. In this case, you agree that Ameriprise Financial Services will deliver prospectuses for the investments held in your *Active Portfolios* Account(s) directly to you in accordance with your document

delivery preference. If you subsequently would like to re-appoint Investment Manager(s) as your agent to receive prospectuses, you acknowledge that you may do so by contacting your financial advisor and completing and signing the appropriate document. In the event our master investment advisory agreement with your Investment Manager does not provide for the receipt of certain or all prospectuses on behalf of clients, you acknowledge that you will receive such prospectuses directly.

## **25. Representations, Warranties and Covenants of Client**

All of the information you provide in this Agreement, the Relationship Application, and any information in the Relationship Confirmation or Account Confirmation, (including the Client Information) is accurate and complete, and you will notify Sponsor promptly of any changes in the information you have previously provided. The Reasonable Restrictions (as amended) do not and will not violate any applicable state or federal law (including ERISA) or the terms of your governing documents, if applicable. You have the requisite legal capacity and authority to execute, enter into, deliver and perform any and all of your obligations under this Agreement. If this Agreement is entered into by a trustee or other fiduciary, such person represents that he/she is authorized to enter into this Agreement and that the arrangement is proper and permissible pursuant to any plan, trust and/or applicable law. If the Client is a corporation or partnership, the signatory or signatories represent that the execution of this Agreement has been duly authorized by all necessary corporate, partnership or other applicable action, and that the arrangement is proper and permissible pursuant to applicable documents and laws. You are and will continue to be the owner of all your Account assets, and unless you enter into a separate agreement with the Sponsor (for example, to add margin trading), there are and will continue to be no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such assets. You will promptly notify Sponsor in writing if any of the representations or warranties made in this Agreement change or become untrue for any reason. You are establishing and maintaining the Account(s) solely for the purpose of investing the assets and not with a view to obtaining information regarding portfolio holdings or investment decisions in order to effect securities transactions based upon such information or to provide such information to another party. You authorize Sponsor and/or its affiliates to accept telephonic or electronic (including,

but not limited to, email and facsimile) instructions for redemptions and surrenders from your financial advisor or your financial advisor's licensed support staff.

## **26. Acknowledgments of Client**

Your financial advisor or Sponsor may be limited in its investment activities due to ownership restrictions imposed by an issuer (i.e., a legal entity that sells common stock shares to the general public) or a regulatory agency. These ownership restrictions are based upon the level of beneficial ownership in a security. For purposes of determining whether a particular ownership limit has been reached, Sponsor may be required to aggregate holdings across an entire group of affiliated companies, meaning that all shares held on a discretionary basis for the account of the firm and its affiliates or for the benefit of their respective clients are taken into account for purposes of determining the maximum amount that may be held under the ownership restrictions.

You understand that your financial advisor and Sponsor and its affiliates are subject to these limitations. Similarly, each unaffiliated Investment Manager that you choose to delegate discretionary authority to with respect to your Managed Account is subject to these limitations. As a result, you may be limited or prevented from acquiring securities of an issuer that your financial advisor and Sponsor or an unaffiliated Investment Manager may otherwise prefer to purchase in your Account. It is possible that these ownership limitations could cause performance dispersion among accounts of clients who have chosen the same investment strategy. Similarly, you acknowledge that certain accounts may hold less shares of a certain security than other accounts following the same investment strategy depending on when purchases of that security were restricted. In addition, purchases of certain securities may be restricted from purchase by client accounts of your financial advisor or Sponsor and its affiliates for risk management reasons.

Transactions in your Account and/or distributions from your Account may have tax consequences to you. You are responsible for all tax liabilities arising from transactions and/or other aspects of the Account and you are urged to seek the advice of qualified tax professionals. Payment of an Asset-based Fee may produce accounting, bookkeeping and/or income tax results different from those resulting from the payment of securities transaction commissions or other charges on a transaction-by-

transaction basis. Although you may be provided with certain tax-related information from time to time, Sponsor, your financial advisor, and Advisory Service Providers do not give tax advice. The services performed pursuant to this Agreement will have no effect on assets not in your Account, and none of Sponsor, your financial advisor, or any Advisory Service Provider will have responsibility for such other assets under this Agreement. Mutual funds offered through Managed Accounts may be available for purchase directly from the mutual fund's respective fund family without incurring the Asset-based Fee, although such purchases may involve sales charges. You are discouraged from transferring mutual funds on which you paid a sales load, commission or concession, or that are subject to a contingent deferred sales charge into an Account.

Advisory, institutional or other share classes that do not have a sales-load and do not assess 12b-1 shareholder servicing fees (collectively "Advisory Shares") are offered in all Ameriprise Managed Accounts as the primary mutual fund share class, where available to us through a selling agreement. Ameriprise Financial offers for purchases one share class per mutual fund in our Managed Accounts Programs, either (i) an Advisory Share class or, in rare circumstances, (ii) Class A shares that may pay a 12b-1 shareholder servicing fee ("12b-1 fee"); or (iii) a no-load share class that does not have a sales-load but that may pay a 12b-1 fee. The share class offered by Ameriprise Financial for a particular mutual fund is the only share class eligible for additional purchase within your Account. Advisory Shares held in your Account are less expensive than most other share classes because they typically do not pay a 12b-1 shareholder servicing fee or assess a sales charge, but are not always the least expensive share class offered by a particular mutual fund. If a mutual fund begins to offer a lower-cost share class in the future, Ameriprise Financial may choose not to offer that share class as the applicable Advisory Share class offered for purchases in our Managed Accounts. You authorize Ameriprise Financial to convert Class A and Class C mutual funds, as well as other mutual fund share classes that pay a 12b-1 shareholder servicing fee, to an equivalent Advisory Share class. Such shares will convert to an Advisory Share class where one is available to Ameriprise Financial through a selling agreement and the mutual fund company allows the conversion to be processed on a tax-free exchange basis. This includes mutual fund shares that you transfer into your Account.

For the SPS *Advantage* Program and SPS Advisor Program, we will not assess transaction fees or other charges in connection with conversions to Advisory Shares. Class A share and Class C share positions, as well as other share classes that pay a 12b-1 fee will not be converted if Ameriprise Financial determines they are subject to a short-term redemption fee or deferred sales charge. Instead, to the extent identified by Ameriprise Financial, such shares will generally be transferred to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such assets. Similarly, Class C share positions that Ameriprise Financial is unable to convert to an Advisory Share class for any reason will be transferred to an Ameriprise Financial Brokerage Account. Any share positions pending transfer to an Ameriprise Financial Brokerage Account will be subject to the Asset-based Fee, except as described below.

For Programs with Advisory Service Providers, share classes that do not match the Advisory Share or other share class offered for purchase by Ameriprise Financial, you understand that non-matching shares will be sold and you will be subject to any short-term redemption fee or deferred sales charge assessed by the mutual fund company, while matching shares will convert. To the extent that Ameriprise Financial receives 12b-1 shareholder servicing fees for Non-Advisory Share classes in any Managed Accounts, they will be rebated to clients.

The securities, services, features and bank-deposit products available in an Account typically have their own fees, expenses, terms, conditions, disclosure documents and service agreements. (For example, a mutual fund may charge fees for a small position or a position redeemed after a short period of time.) In the event of a conflict between the terms of this Agreement and any other such agreement, this Agreement will control with respect to an Account and such other agreement shall control with respect to the securities, services, features and bank-deposit products that it governs. Additionally, important information with respect to many of the products and securities is contained in their respective disclosure documents (including prospectuses, strategy or portfolio profiles); read these documents carefully before participating or investing in these products and securities and keep them for future reference. The Sponsor may also bar further trading or terminate an Account at any time.

Neither your financial advisor, nor Sponsor, shall have any liability for your failure to promptly inform

your financial advisor of material changes in your financial and economic situation, your investment objectives, and any restrictions you wish to impose that may affect the development of your financial plan. You understand and acknowledge that not all ownerships are eligible to be established through your Relationship and may not be available in all Programs. The eligible ownerships for your Relationship are listed in the Ownership Details section of the Relationship Application. In addition, other ownership types not listed in this section could be made available. Discuss with your financial advisor if you would like to add additional ownership types. You understand and accept the risks involved in selecting investments. There is no assurance that your investment objective will be achieved.

## 27. Market Data

Sponsor may provide you with market data, or access to data relating to securities and securities markets. Sponsor does not guarantee the accuracy, completeness or timeliness of such information, nor does it imply any warranty of any kind regarding the market data. Sponsor assumes no responsibility for the accuracy, completeness or regulatory compliance of the representations, disclosures and other information contained in any material or information supplied to Sponsor and authorized for use by any Advisory Service Provider or other third party prior to dissemination for use as or in marketing, including performance marketing, sales literature, contracts, forms and other documents relating to the Program.

## 28. Notice

Notices shall be in writing and effective when delivered to Sponsor at : Ameriprise Financial Services, LLC, 70100 Ameriprise Financial Center, Minneapolis, MN 55474, and to you at the address in your Client Information or a postal or electronic mail address you provide to Ameriprise Financial or our affiliates or, if you have agreed to use the electronic services provided by us, by posting such modifications or changes online. You agree that it is your obligation to promptly inform us of any change to your U.S. postal and/or electronic mail address(es) of record.

## 29. Undeliverable Mail

**A. SPS Programs:** In the case of undeliverable/returned mail, if you have an SPS *Advantage* Account, Sponsor will place a hold on all trades in your Account while if you have an SPS Advisor Account, Sponsor will stop actively managing

your Account. In either case, your financial advisor will work with you to update your mailing address. If your financial advisor is unable to reach you, Sponsor will attempt to contact you by letter, continue the holds on your SPS Advisor Account or your SPS *Advantage* Account (each an “SPS Account”) as described above, and temporarily stop assessing the Asset-based Fee on your Account. If you provide us with a valid address within forty-five (45) days of the letter, we will remove the hold from your SPS Account and the Asset-based Fee will resume. If we do not hear from you, Sponsor will terminate your SPS Account(s) on the date indicated in the notice, will transfer the SPS Account(s) assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

**B. Manager Directed Programs:** In the case of undeliverable/returned mail, if you have a Managed Directed Program, your financial advisor will work with you to update your mailing address. If your financial advisor is unable to reach you, Sponsor will attempt to contact you by letter. If we do not hear from you within forty-five (45) days of the letter, Sponsor will terminate the Agreement and/or Account on the date indicated in the letter, will transfer the Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

## 30. Limitation of Liability

Neither Sponsor, the Advisory Service Provider, nor any of their respective directors, officers, partners, principals, employees or agents (collectively, “Agents”) shall be liable for any acts or omissions or for any loss suffered by you in connection with a Managed Account or investments and/or products purchased, sold or held in the Accounts, unless such loss is due to their bad faith, intentional misconduct or gross negligence in regard to the performance of their respective duties under this Agreement. Each of Sponsor, the Advisory Service Provider and their Agents shall be entitled to rely, and shall be protected from liability in relying, upon any information or instructions furnished to it (or any of them as individuals) believed in good faith to be accurate and reliable. You understand and acknowledge that neither Sponsor nor the Advisory Service Provider warrants any rate of return, market value or performance of any Managed Account assets. Sponsor shall not be responsible for any loss caused by any act or omission of any broker-dealer or Advisory Service Provider; provided, however, that

with respect to any broker-dealer or Advisory Service Provider selected by Sponsor, Sponsor has acted prudently in such selection. The Advisory Service Provider shall not be responsible for any loss caused by any act or omission of any broker-dealer; provided, however, that with respect to any broker-dealer that has been selected by the Advisory Service Provider, the Advisory Service Provider has acted prudently in such selection. The federal securities laws and ERISA impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing herein shall constitute a waiver of any right that you may have under such laws or regulations.

### **31. Arbitration Agreement for Investment Advisory Services**

Any controversy or claim arising out of the investment advisory services offered or delivered pursuant to this Agreement shall be resolved solely by arbitration on an individual basis in accordance with the Rules of the American Arbitration Association (“AAA”), and the arbitrator(s) will decide all issues related to any such controversy or claim, including whether any controversy or claim is subject to this arbitration agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that venue and personal jurisdiction for such an action upon the arbitration award is proper in Minneapolis, Minnesota. Unless otherwise agreed to by all of the parties to the arbitration (including without limitation Ameriprise Financial and you), AAA shall be the sole venue for resolving claims arising out of or relating to the investment advisory services, and all of the parties to the arbitration (including without limitation Ameriprise Financial and you) irrevocably waive trial by jury or by judge in any action, proceeding or counterclaim, whether at law or in equity.

Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings, and the parties agree that such time limits shall apply to any arbitration proceeding filed pursuant to this provision. The parties agree that the time limits applicable to the arbitration will be the time limits that would be applied by the courts in the state in which the arbitration hearing will be held. However, if you do not reside in the United States, the statutes of limitation, repose, and/or other rules, laws or regulations imposing time limits applicable to the arbitration will be those that would be applied in the state where the Ameriprise Financial office

servicing your account(s) is located. Any disputes related to these time limits will be determined by the arbitrator(s). This paragraph does not constitute a waiver of any right of private claim or cause of action provided by the Advisers Act.

All parties to this Agreement are giving up the right to sue each other in court, including any right to trial by jury. Arbitration of a claim under this Section 31 shall be only on an individual basis. **There shall be no right or authority for any claims to be arbitrated or litigated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of the general public, clients or other persons similarly situated.** The arbitrator’s authority to resolve claims is limited to claims between the parties to the arbitration (including you and Ameriprise Financial) alone, and the arbitrator’s authority to make awards is limited to the parties to the arbitration (including to you and Ameriprise Financial) alone. Furthermore, claims brought by you against Ameriprise Financial, its employees or independent contractors, or by Ameriprise Financial against you, may not be joined or consolidated in arbitration or in a court action with claims brought by or against someone other than you, unless agreed to in writing by both you and Ameriprise Financial. The parties agree that this predispute arbitration provision is governed by the Federal Arbitration Act.

### **32. Anti-Money Laundering**

Sponsor is required by law to obtain certain personal information from you for purposes of verifying your identity. If you do not provide Sponsor with the necessary information, Sponsor may not be able to open Accounts pursuant to the Relationship on your behalf. In addition, to the extent an Account has already been opened for you, Sponsor reserves the right to close the Account at any time, or take such other steps as Sponsor deems reasonable, if Sponsor is unable to verify your identity.

### **33. Transfer on Death Beneficiaries**

Transfer on Death (“TOD”) Accounts opened pursuant to this Agreement are established with the beneficiary designation described in this section. By establishing a Relationship, you hereby designate the following initial beneficiary or beneficiaries to receive the balance for each TOD Account in the event of your death: Your beneficiary shall be your surviving spouse, if any. If there is no surviving spouse, then your beneficiary shall be your living, lawful children, with rights of survivorship, if any. If there are no living, lawful children, then your beneficiary shall be

deemed to be your estate. If you would like to change your beneficiary after you establish your TOD Account please contact your financial advisor or visit the secure site at ameriprise.com. You may choose to name a different beneficiary for a TOD Account through a form or other manner provided by us. It is effective once received, in good order and accepted by us. Once in effect, this section will no longer apply to that Account and such beneficiary designation will govern.

### **34. Miscellaneous**

**A. Governing law:** Except to the extent superseded by applicable federal law or elsewhere in this Agreement, this Agreement shall be governed by the laws of the State of Minnesota without reference to its conflicts or choice of laws principles.

**B. Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same Agreement.

**C. Severability:** If any term of this Agreement is found to be invalid or unenforceable, all other provisions will remain in full force and effect. Sponsor's failure to insist on strict compliance with this Agreement is not a waiver of Sponsor's rights under this Agreement.

**D. Headings:** All section and paragraph headings are for convenience of reference only and do not form part of this Agreement.

**E. Force Majeure:** No party to this Agreement will be responsible for nonperformance resulting from acts beyond their reasonable control, provided that such party uses commercially reasonable efforts to avoid or remove such causes of nonperformance, and continues performance under this Agreement with reasonable dispatch as soon as such causes are removed.

# Part II. Program-Specific Terms of the Ameriprise Custom Advisory Relationship Agreement

These Program-Specific terms contain additional terms that will apply to Managed Accounts Programs of a specific Program type.

## SPS *Advantage* Additional Terms

### 1. Overview of SPS *Advantage*

SPS *Advantage* is a non-discretionary service that enables you to purchase certain eligible securities and/or investment products, including, but not limited to mutual funds (including fund of funds), exchange-traded funds, equities (e.g. stocks, rights, warrants), bonds (e.g. corporate, government, agency, municipal), hedge fund offerings, managed futures funds, structured CDs and notes and options on indices and equities all within a single account. Non-traded securities such as most interests in limited partnerships, commodities, futures and precious metals are not available for purchase through SPS *Advantage*. Nontraded real estate investment trusts, non-traded business development companies, Exchange Funds, certain mutual fund share classes, leveraged and inverse ETFs and other illiquid securities are not allowed in SPS *Advantage* and are not part of the investment advisory services ("Non-Advisory Assets"). Moreover, short sales, and the purchase or sale of B and C share classes of mutual funds, Ameriprise Financial, Inc. securities, penny stocks, and initial public offering securities are prohibited Non-Advisory Assets. Any Non-Advisory asset inadvertently transferred into your SPS *Advantage* Account will be transferred to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such Non-Advisory assets. Certain securities may be transferred into and held in the Account but may not be recommended by your financial advisor. Certain other ineligible investments, as further discussed in the Disclosure Brochure or Combined Disclosure Brochure, as applicable, will also be transferred to an Ameriprise Financial Brokerage Account after 180 days and the Brokerage Agreement will govern such assets.

As a courtesy, annuities and life insurance policies may be displayed on your Account statement however such annuities and life insurance policies are not held in your Account and any values provided by third-parties are not validated by us. You understand you will not receive recommendations regarding annuities

or life insurance policies as part of your SPS *Advantage* service.

**A. SPS *Advantage* Services:** SPS *Advantage* is an investment advisory service for clients who seek investment advice on specific assets and are willing to pay for that advice. Sponsor will provide you with investment advisory services through one or more of its financial advisors. Your primary, or servicing financial advisor will present the Managed Account or Ameriprise Financial Planning Service ("AFPS"), if applicable, set the Wrap Fee, and oversee the analysis and advice prepared for you. Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for an asset allocation strategy which assists with the management of your SPS *Advantage* Account(s); (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information or investment objectives. At least annually, your financial advisor will analyze, assess, and review your SPS *Advantage* Accounts. You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in an SPS *Advantage* Account. SPS *Advantage* provides an optional feature that allows you to enable automatic rebalancing (the "Rebalance Feature," as defined in the *Ameriprise* SPS *Advantage* Automatic Rebalancing Agreement). To enroll in the Rebalance Feature, you execute an automatic rebalancing agreement and activate a target allocation in accordance with that agreement's terms. No rebalancing activity will occur until you have agreed to the terms of the Rebalance Feature and your enrollment has been accepted by us.

**B. Appropriateness of SPS *Advantage*:** SPS *Advantage* is a non-discretionary program which means you retain authority over the investment decisions in your account. Your financial advisor will provide you with investment recommendations for your SPS *Advantage* Account. SPS *Advantage* is appropriate if you primarily choose transactions your financial advisor recommends to you (solicited). You may also choose transactions on your own (unsolicited). You understand that when you buy, sell or hold an investment on an unsolicited basis

you are doing so without a recommendation from your financial advisor, and that you are assuming the risk that your investment decision does not align with your Client Information. An SPS *Advantage* Account is not appropriate for day trading, highly active trading, or other excessive trading activity, including trading mutual funds based on market timing. Ameriprise Financial Services, with thirty (30) days prior notice, reserves the right to limit or close any Account that it determines is no longer appropriate for any reason including the level of trading in the SPS *Advantage* Account.

**C. Additional Consideration for SPS *Advantage* Retirement Accounts:** Trustee-directed retirement plans are not allowed to hold mutual funds of which Sponsor or an affiliate are the investment adviser in SPS *Advantage* Accounts. Any such mutual fund transferred into a plan's qualified SPS *Advantage* Account will be transferred to an Ameriprise Financial Brokerage Account and will be governed by the Brokerage Agreement. For mutual funds held in trustee-directed retirement plans, AEIS does not receive sub-transfer agency or networking payments for recordkeeping and other servicing and account maintenance services it provides to the mutual funds.

## **2. Selection of Securities in your SPS *Advantage* Account(s)**

Your financial advisor will provide you with investment recommendations based on the information you provide as part of your Client Information. The investment recommendations may include information related to asset allocation analysis, prevailing market conditions and other factors deemed appropriate by the financial advisor. Your financial advisor will review and may amend the investment recommendations at least annually. The services Sponsor and your financial advisor provide in SPS *Advantage* are non-discretionary. As such, Sponsor will effect transactions in an SPS *Advantage* Account(s) solely according to your instructions.

## **3. Deposits and Distributions upon Withdrawal or Termination**

You can make additional purchases of investments based on the minimums and other rules that may apply to that investment. The minimum systematic purchase for mutual funds is \$100 unless the fund imposes a higher minimum. However, no partial withdrawals should reduce the market value of an SPS *Advantage* Account below \$1,000 or the value of all SPS *Advantage* Accounts within a Household

below \$25,000. In addition to partial withdrawal requests made through us or your financial advisor, you may make partial withdrawal requests online.

## **4. Proxies and Corporate Actions**

You have the right to vote proxies on the securities held in your Managed Account(s) or you may delegate the authority to vote proxies on your behalf to another person. Sponsor and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which your Account assets may be invested. Sponsor will forward to you all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to assets in your Account(s) in accordance with this Section 4. Neither Sponsor nor your financial advisor is responsible for any other corporate actions relating to the Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

## **5. Margin**

If Sponsor has approved your SPS *Advantage* Account for margin trading, you may be required to deposit additional securities or cash on short notice to maintain your position or to maintain sufficient assets in the Sweep Program to meet fee requirements. As specified in Section 19 of Part I, you are not permitted to open or maintain a margin account with respect to a Retirement Account. If you do not provide the required additional funds or securities within the prescribed time, Sponsor may liquidate all or a portion of your holdings. You will be liable for any resulting deficit in your SPS *Advantage* Account. Margin trading can work against you as well as for you, leading to, for example, larger losses as well as larger gains. Under certain "crisis" market conditions, mutual funds may suspend redemptions. This may affect Sponsor's ability to execute an order on your behalf.

## **6. Special Considerations for Margin Accounts**

Any Asset-based Fee you pay on a margin account balance will be in addition to interest charges that would be assessed to you for the extension of credit in a margin account. If Sponsor or its affiliates extend margin credit to you, you understand and agree that your financial advisor may receive additional compensation in connection with your margin account balance. Therefore, your financial advisor may have a financial incentive to recommend that you acquire



securities positions on margin or otherwise have margin credit extended to you. If you do have such margin credit extended to you, the costs you will incur, as well as the compensation received by your financial advisor, will generally increase as the size of your outstanding margin account balance increases. You also understand and agree that: (i) Sponsor may, on a periodic basis, assess your SPS *Advantage* Account various fees outlined in this Agreement, the applicable Disclosure Brochure, and the Brokerage Agreement; and (ii) Sponsor and/or its affiliates reserve the right, and you authorize them, to journal any unpaid fees (including Asset-based Fees) to your margin SPS *Advantage* Account to the extent you requested and Sponsor and/or its affiliates have approved margin capability on your SPS *Advantage* Account. An interest charge will be assessed to your SPS *Advantage* Account, at the rate schedule referenced in your Brokerage Agreement, for each period during which credit was extended to you in your SPS *Advantage* Account.

## **7. Additional Asset-based Fee Deduction Terms**

You must maintain enough assets in your Sweep Program such that the cash value of your Sweep Program is sufficient to pay the Account's Asset-based Fee. If the value of your Sweep Program is not sufficient to pay your Asset-based Fee and you do not have margin capability, you authorize Sponsor, and Sponsor reserves the right, to sell shares of mutual fund or other securities holdings within your SPS *Advantage* Account(s) and to transfer the proceeds into the Sweep Program to meet this requirement. Because of mutual fund redemption minimums and other applicable minimums, Sponsor may be required to sell more shares than is necessary to cover the deficiency. Sponsor reserves the right to determine which mutual fund shares or other securities it will sell. If you have margin capability, rather than selling securities to cover your Asset-based Fee, your margin balance will increase. If you acquire securities positions on margin, the cash value that you will need to maintain in the Sweep Program will be higher than would be in the case in the absence of margin since Sponsor includes margin Account balances in the calculation of your Asset-based Fee.

## **SPS Advisor Additional Terms**

### **1. Overview of SPS Advisor**

By signing this Agreement, you give each Ameriprise financial advisor authorized to use discretion ("SPS Discretionary Advisor") explicit authority to purchase or sell securities on your behalf in SPS Advisor

Accounts without your prior approval of each transaction. Your financial advisor may be a part of a team. In this scenario, you understand and agree there may be more than one SPS Discretionary Advisor authorized to use discretion on your Account. You agree that, in the instance your SPS Discretionary Advisor becomes unavailable or incapacitated, securities in your Account may temporarily be purchased and sold by a designated back-up SPS Discretionary Advisor for the individual or team.

The authorization of your SPS Discretionary Advisor to purchase or sell securities on a discretionary basis in your SPS Advisor Account(s) does not include the ability to withdraw, disburse or transfer funds or securities from your SPS Advisor Account(s), which will continue to require your prior authorization. Only discretionary trades placed by your SPS Discretionary Advisor and client-directed sell orders are permitted in your SPS Advisor Account. You may elect to forego all non-discretionary trading activities in your SPS Advisor Account. If you elect to have discretionary trading only, neither your financial advisor, nor Sponsor will accept non-discretionary orders from you except sell orders to terminate the account.

Your primary or servicing financial advisor will present the Managed Account, the Ameriprise Financial Planning Service if applicable, set the Asset-based Fee, and oversee the analysis and advice prepared for you. Your servicing financial advisor may or may not be your SPS Discretionary Advisor. In the instance that your servicing financial advisor is not your SPS Discretionary Advisor, your SPS Discretionary Advisor will oversee the analysis and advice prepared for you. Only the SPS Discretionary Advisor will purchase and sell securities in your SPS Advisor Account(s).

SPS Advisor is a discretionary service that enables your SPS Discretionary Advisor to purchase certain eligible securities and/or investment products, including, but not limited to mutual funds (including fund of funds), exchange-traded funds, equities (e.g. stocks, rights, warrants), bonds (e.g. corporate, government, agency) and options on indices and equities all within a single account on your behalf. Non-traded securities such as most interests in limited partnerships, real estate investment trusts, commodities, futures and precious metals as well as leveraged and inverse ETFs and other illiquid securities are not available in SPS Advisor. Moreover, short sales, and the purchase or sale of B and C share classes of mutual funds, Ameriprise Financial,

Inc. securities, penny stocks, and initial public offering securities are prohibited Non-Advisory Assets. Non-Advisory assets are not allowed to be held in SPS Advisor. Any Non-Advisory asset inadvertently transferred into your SPS Advisor Account will be transferred to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such Non-Advisory assets. Certain securities may be transferred into and held in the Account but may not be recommended by your financial advisor. Certain other ineligible investments, as further discussed in the Disclosure Brochure or Combined Disclosure Brochure, as applicable, will also be transferred to an Ameriprise Financial Brokerage Account after 180 days and the Brokerage Agreement will govern such assets.

As a courtesy, annuities and life insurance policies may be displayed on your Account statement however such annuities and life insurance policies are not held in your Account and any values provided by third-parties are not validated by us. You understand you will not receive recommendations regarding these annuities or life insurance policies as part of your SPS Advisor service and your SPS Discretionary Advisor does not take discretion over these investments.

**A. SPS Advisor Services:** SPS Advisor is an investment advisory service for clients who seek investment advice on specific assets and are willing to pay for that advice. Sponsor will provide you with investment advisory services through one or more of its financial advisors. Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for the management of your SPS Advisor Account(s); and (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any Reasonable Restrictions that you may have placed on your account. At least annually, your financial advisor will analyze, assess and review your SPS Advisor Account(s). You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in an SPS Advisor Account.

**B. Appropriateness of SPS Advisor:** Your SPS Discretionary Advisor will purchase and sell securities in your Account that are appropriate for you and consistent with your investment objectives, time

horizon, financial situation and risk tolerance as reflected in your Client Information (as defined in this Agreement). You agree to promptly notify your financial advisor if your investment objectives, time horizon, financial situation and/or risk tolerance change.

Ameriprise Financial monitors advisor trade activity and reserves the right to remove the Account from SPS Advisor if the SPS Discretionary Advisor engages in activities for which the SPS Advisor Account is not intended. An SPS Advisor Account is not appropriate for day trading, highly active trading, or other excessive trading activity, including trading mutual funds based on market timing.

**Neither your financial advisor nor Ameriprise Financial makes any implicit or explicit guarantees, projections or assurances regarding the investment returns or financial performance of the securities that may be held in your Account, or the general advisability of discretionary trading.**

**C. Additional Retirement Account Considerations for SPS Advisor:** Retirement plans subject to ERISA are not permitted to use this Program. Affiliated Products, including third party securities for which Sponsor or its affiliates serve as a subadvisor, are not allowed to be purchased or held in SPS Advisor Retirement Accounts. You authorize Sponsor to transfer these securities to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern. This applies to these types of securities transferred into SPS Advisor Account.

You further represent, warrant and covenant that the assets credited to any SPS Advisor Account(s) are not assets of an "employee benefit plan," as defined in Section three (3) of ERISA.

## **2. Other Fees and Expenses for SPS Advisor**

Sponsor will assess an annual asset-based Investments and Infrastructure Support Fee of 0.03% of the total advisory assets in your Account (the "Investments and Infrastructure Support Fee"). The Investments and Infrastructure Support Fee will be assessed quarterly and calculated based on the closing market value of your SPS Advisor Account as of the last business day of the calendar quarter. If you do not have an SPS Advisor Account balance as of the last business day of the calendar quarter, you will not be assessed the Investments and Infrastructure Support Fee. You will be charged an Investments and Infrastructure Support Fee for the entire calendar quarter if you have an SPS Advisor Account balance on the last business day of the calendar quarter (i.e., no proration). The Investments

and Infrastructure Support Fee is in addition to your Asset-based Fee and helps support the cost of maintaining and servicing the SPS Advisor Program.

### **3. Other Fees Received by Sponsor for SPS Advisor**

Sponsor will cause its affiliate, AEIS, to credit to clients all sub-transfer agency fees and networking fees AEIS receives from mutual funds firms (the "Investments and Infrastructure Support Credit"). This Investments and Infrastructure Support Credit will be calculated on a proportionate basis based on the revenues earned over the course of the applicable calendar quarter, divided by SPS Advisor Account assets as of the closing market value of each client's SPS Advisor Account(s) as of the last business day of the calendar quarter. Clients who do not have an Account balance as of the last business day of the calendar quarter will not be eligible to receive the Investments and Infrastructure Support Credit. Clients who open an SPS Advisor Account during the calendar quarter will receive a full credit (i.e., no proration) if they have an SPS Advisor Account balance on the last business day of the calendar quarter. The Investments and Infrastructure Support Credit will be allocated without regard to the value of mutual fund positions held in any particular client's SPS Advisor Account. Although Sponsor intends to credit these sub-transfer agency fees and networking fees back to clients, AEIS reserves the right, in its discretion, to cease to collect these sub-transfer agency fees and networking fees at any time and cease crediting client Accounts.

### **4. Selection of Securities in your SPS Advisor Account(s)**

Your SPS Discretionary Advisor will purchase and sell securities in your SPS Advisor Account(s) in consideration of an asset allocation strategy which is primarily based on the information you provide as part of your Client Information. The investment decisions may include information related to asset allocation analysis, prevailing market conditions and other factors deemed appropriate by the SPS Discretionary Advisor. Your SPS Discretionary Advisor will provide ongoing evaluation of investments and management of your SPS Advisor Account based upon your current Client Information.

### **5. Deposits and Distributions upon Withdrawal or Termination**

Your financial advisor can make additional purchases into your investments based on the minimums and

other rules that may apply to that investment. The minimum systematic purchase for mutual funds is \$100 unless the fund imposes a higher minimum. Additionally, the Sponsor may not allow additional contributions into certain otherwise available funds. You may make partial withdrawals from your Sweep Program on a systematic basis in an amount of not less than \$100 upon notice to Sponsor. No partial withdrawals should reduce the market value of an SPS Advisor Account below \$1,000 or the value of all SPS Advisor Accounts within a Household below \$100,000. In addition to partial withdrawals made directly through us or your financial advisor, you may make partial withdrawal requests online.

### **6. Proxies and Corporate Actions**

You have the right to vote proxies on the securities held in your Managed Account(s) or you may delegate the authority to vote proxies on your behalf to another person. Sponsor and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which your SPS Advisor Account assets may be invested. Sponsor will forward to you all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to assets in your SPS Advisor Account(s) in accordance with this Section 6. Neither Sponsor nor your financial advisor is responsible for any other corporate actions relating to the SPS Advisor Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

### **7. Termination and Transfers to SPS Advantage**

If you wish to terminate your discretionary trading authorization or close your SPS Advisor Account(s), please call an Ameriprise Financial service associate at 800.297.7378. In such circumstance, Sponsor will cease accepting discretionary transactions from your SPS Discretionary Advisor and will instead require your authorization of each transaction until your SPS Advisor Account(s) can be closed. The Asset-based Fee will be charged until an account is closed.

You may also contact us by phone to remove your current SPS Discretionary Advisor from your SPS Advisor Account and appoint another SPS Discretionary Advisor approved to offer discretionary trading by Sponsor. If you remove your current SPS Discretionary Advisor and you do not request a specific replacement, Sponsor will attempt, but is not obligated, to assign another SPS Discretionary Advisor approved for discretionary trading to your SPS

Advisor Account. Pending appointment of a new SPS Discretionary Advisor, it will be your responsibility to authorize all transactions in your SPS Advisor Account prior to execution. This also applies if your SPS Discretionary Advisor resigns, is terminated, or is no longer able to participate in the SPS Advisor service for any reason.

Sponsor may, in its sole discretion and at any time, discontinue or terminate the SPS Advisor Account and this service upon thirty (30) days prior written notice to you. In this case, Sponsor will transfer your assets into a non-discretionary SPS *Advantage* Account or Ameriprise Financial Brokerage Account, which will require that you give your financial advisor prior approval for all securities transactions. If your account is transferred to an SPS *Advantage* Account, the general terms and the SPS *Advantage* Additional Terms of this Agreement will continue to govern your Account. Please review the Brochure for more information about the SPS *Advantage* account or contact your financial advisor for more information. If your SPS Advisor Account is transferred to an Ameriprise Financial Brokerage Account the Brokerage Agreement will govern.

#### **8. Additional Asset-based Fee Deduction Terms**

You and your financial advisor must maintain enough assets in your Sweep Program such that the cash value of your Sweep Program is sufficient to pay the Account's Asset-based Fee. If the value of your Sweep Program is not sufficient to pay your Asset-based Fee, you authorize Sponsor, and Sponsor reserves the right, to sell shares of mutual fund or other securities holdings within your SPS Advisor Account(s) and to transfer the proceeds into the Sweep Program to meet this requirement. Because of mutual fund redemption minimums and other applicable minimums, Sponsor may be required to sell more shares than is necessary to cover the deficiency. Sponsor reserves the right to determine which mutual fund shares or other securities it will sell. Short-term trading activity may result in a short-term redemption fee from a mutual fund.

#### **SPS Programs Risk Acknowledgements**

Certain investments available in the SPS Programs involve additional risks which you need to agree to and acknowledge. If you would like to purchase these investments, you must acknowledge the risks associated with them. You are able to do this in the Relationship Application, and we will apply those acknowledgements to your SPS Programs, unless you

instruct us otherwise. You will have the option to modify the ability to purchase these investments in any particular SPS Programs Account by contacting your financial advisor. If you make any such modifications, you will receive a notification detailing which risk acknowledgements will apply to your SPS Program Account or Relationship, as applicable. In the event any of the information contained in any confirmation is incorrect, please contact your financial advisor immediately.

### ***Active Portfolios* Investments Additional Terms**

#### **1. Overview of *Active Portfolios* Investments**

*Active Portfolios* investments is a discretionary investment advisory service that enables you to invest in a variety of portfolios constructed of mutual funds and/or exchange-traded funds, managed by professional Investment Managers. *Active Portfolios* investments includes both affiliated and unaffiliated funds.

**A. *Active Portfolios* Services:** Sponsor will provide you with the following investment advisory services through one or more of its financial advisor(s). Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for the management of your *Active Portfolios* Account(s); (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any Reasonable Restrictions you may have placed on the management of your *Active Portfolios* Accounts. At least annually, your financial advisor will analyze, assess, and review your *Active Portfolios* Account(s), including the performance of your Investment Manager. You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in an *Active Portfolios* Account.

#### **B. Discretionary Services Provided by Advisory**

**Service Providers:** The Advisory Service Provider you select for your *Active Portfolios* investments will provide you with discretionary investment advisory services according to the investment portfolio you select and the related investment objectives, and Reasonable Restrictions you may impose on the management of your *Active Portfolios* Accounts. Generally, the Master Advisory Agreement ("Master

Advisory Agreement”) between the Advisory Service Provider and Sponsor will govern the provision of these services.

**C. Selection of Portfolios:** You shall initially select an *Active Portfolios* investment by completing and signing the Relationship Application and providing additional direction to your financial advisor to open an *Active Portfolios* Account. You understand that based on the information you provide to your financial advisor at Account opening, Sponsor will independently determine, in its sole discretion, whether to accept or reject the Account with respect to the selected *Active Portfolios* account. You acknowledge and agree that the Investment Manager (as defined in Section 4 of Part I) shall: i) have full and complete discretion to direct and manage the investment and reinvestment of the securities and other assets held in any *Active Portfolios* Account(s); and ii) have full power and authority to act on behalf of the *Active Portfolios* Account(s) with respect to purchases, sales and other transactions in any and all securities including sales with respect to securities transferred in-kind to the account. The discretionary investment services for the *Active Portfolios* Program described in this Agreement will be provided solely by the Investment Manager you elect. The Investment Manager will not be a subadviser to Sponsor. Neither Sponsor nor your financial advisor will be involved in, or will be responsible or liable for, investment decisions made by the Investment Manager, except where Sponsor is also the Investment Manager. Client-directed trading is not permitted in *Active Portfolios* Accounts. You grant Sponsor trading authority to implement securities transactions in your *Active Portfolios* Account(s) as instructed by the Investment Manager. Sponsor, in its sole discretion, reserves the right to impose a surcharge on transactions in excess of certain limits as determined solely by Sponsor. The Sponsor may also bar further trading or terminate an Account at any time.

You acknowledge and agree that where you select an Active Risk Allocation Portfolio, Columbia Management Investment Advisers, LLC (“CMIA”), the Investment Manager and an affiliate of Sponsor, will utilize a fixed allocation approach of 40% to Columbia Adaptive Risk Allocation Fund, 10% to Columbia Alternative Beta Fund and 50% to a variety of non-affiliated ETFs and mutual funds (“Non-Affiliated Funds”) selected by CMIA. Within the 50% allocation to Non-Affiliated Funds, there are no limitations on CMIA's selection of the individual funds or the amounts invested in each individual fund. You

understand that *Active Portfolios* Accounts invested in Active Risk Allocation Portfolios will be rebalanced on a fixed, automated basis (i) no less frequently than quarterly to maintain these fixed percentages; and (ii) periodically when a market-driven event causes the allocation to either the Columbia Adaptive Risk Allocation Fund or the Columbia Alternative Beta Fund to vary by more than 3% from its respective stated allocation. The fixed percentages are monitored at the master model allocation level for each Active Risk Allocation Portfolio rather than at the individual client Account level. If your *Active Portfolios* Account invests in Active Risk Allocation Portfolios, you will be notified in advance of any future planned changes to these fixed allocations.

## 2. Deposits and Distributions upon Withdrawal or Termination

You may make additional investments in your *Active Portfolios* Account(s) at any time in amounts of \$100 or more. The additional investments will be invested into the portfolio at the discretion of the Investment Manager, no later than the next rebalancing of your *Active Portfolios* Account(s). When you make an investment of new cash or open an Account investing in an Active Portfolio, your assets will be invested in accordance with the then-current asset allocation weightings, which may result in weightings that vary from any stated portfolio weightings until your *Active Portfolios* Account is rebalanced.

You may request partial withdrawals from your *Active Portfolios* Account on a systematic or ad-hoc basis upon notice to Sponsor. In general, partial withdrawals from your *Active Portfolios* Account(s) should be in amounts not less than \$1,000. Any cash withdrawal may cause your Account to be rebalanced. If you request a cash withdrawal amount that is greater than the amount of available cash in your Account, you authorize Sponsor to trade your Account to raise the necessary amount of cash. You understand and agree that any trading related to such a withdrawal may be taxable and that your withdrawal will be available after any necessary trading is completed.

## 3. Proxies and Corporate Actions

You have the right to vote proxies on the securities held in your *Active Portfolios* Account(s) or you may delegate the authority to vote proxies on your behalf to another person. Sponsor, the Investment Manager, and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which

your *Active Portfolios* Account assets may be invested. Sponsor will forward to you all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to assets in your *Active Portfolios* Account(s) in accordance with this Section 3. Neither Sponsor, your financial advisor nor the Investment Manager is responsible for any other corporate actions relating to the *Active Portfolios* Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

#### **4. Termination and Reappointment of *Active Portfolios* Investment Manager**

**A. Termination and Reappointment by You:** You may terminate the *Active Portfolios* Investment Manager's authority with respect to any or all of the assets in your *Active Portfolios* Account(s) at any time by providing appropriate notice to Sponsor as described in Sections 23 and 24 of Part I. Upon receipt of such notice, Sponsor will provide the Investment Manager with appropriate notice of the termination, and such termination will take effect immediately following the Investment Manager's receipt of the notice. Sponsor will proceed with your request to appoint a new Investment Manager as soon as is reasonably practicable after receiving any necessary documentation.

**B. Termination by Sponsor or Investment Manager:** You understand and acknowledge that Sponsor may terminate the *Active Portfolios* Investment Manager in an Account, or discontinue the Investment Manager's services with respect to a particular investment strategy, by providing the Investment Manager with at least thirty (30) days prior written notice. In addition, you understand and acknowledge that the Investment Manager may terminate its participation in the Account, or terminate its participation in *Active Portfolios* investments, by providing Sponsor with at least thirty (30) days prior written notice. If the Investment Manager is removed, or the Investment Manager's provision of services with respect to an investment strategy is discontinued, a successor Investment Manager providing a similar investment strategy may be identified and named by Sponsor. Under these circumstances, Sponsor will notify you of the successor Investment Manager it has proposed. If you choose to select an Investment Manager and/or investment strategy other than the successor Investment Manager, you must make a written designation within thirty (30) days of your receipt of notice of the selection of the successor Investment

Manager. If you do not designate an alternative Investment Manager or investment strategy from the options available in the Account, you understand, agree and authorize Sponsor to transfer your assets to the successor Investment Manager. If a successor is not named and you fail to select a new Investment Manager or investment strategy from the options available, Sponsor will transfer your *Active Portfolios* Account assets in-kind to an Ameriprise Financial Brokerage Account over which neither Sponsor nor the terminated Investment Manager shall have investment discretion. In these circumstances, you and your Account will be subject to the applicable terms, conditions and fees outlined in the Brokerage Agreement.

#### **Select Separate Account Additional Terms**

##### **1. Overview of Select Separate Account**

Select Separate Account is a discretionary separately managed account service that enables you to own a portfolio of individual securities, exchange-traded funds, and in some circumstances, mutual funds managed by a professional Investment Manager, in accordance with an investment strategy or a combination of complementary strategies. Select Separate Account also offers a series of portfolios consisting of separately managed accounts, mutual funds and exchange-traded funds in a single account ("Select Strategist UMA").

**A. Select Separate Account Services:** Sponsor will provide you with investment advisory services through one or more of its financial advisor(s). Your financial advisor or their staff will (i) assist you in defining Client Information and any investment objectives that will help form the basis for the management of your Select Separate Account(s); (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, and any Reasonable Restrictions that you may have placed on the management of your Select Separate Accounts. At least annually, your financial advisor will analyze, assess, and review your Select Separate Account(s), including, among other things, the performance of the investments in your Select Separate Account(s).

You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in the Program.

You shall initially select an Investment Manager or Model Provider by completing and signing the Relationship Application and providing further direction for your financial advisor to open a Select Separate Account. The Investment Manager may be Sponsor, an affiliate of Sponsor, or a non-affiliated Investment Manager.

**B. Services Provided by Advisory Service Provider:**

The Advisory Service Provider for your Select Separate Account(s) will provide you with investment management services according to the investment strategy you select and the related investment objectives. Depending on the strategy you select, you will either appoint the Advisory Service Provider as a:

**I) Discretionary manager over the assets in your Account(s):** The Investment Manager will independently determine, in its sole discretion, whether to accept or reject the appointment with respect to the Select Separate Account(s), based on the information and other information provided to the Advisory Service Provider. Upon acceptance by the Investment Manager you will become the Investment Manager's direct investment management client. In this capacity, by signing the Relationship Application and providing further direction for your financial advisor to open a Select Separate Account, you appoint and authorize the Investment Manager to 1) have full and complete discretion to direct and manage the investment and reinvestment of the securities and other assets held in the Select Separate Account(s); and 2) have full power and authority to act on behalf of the Select Separate Account(s) with respect to purchases, sales and other transactions in any and all securities and instruments except for certain types of collective investment vehicles that have their own underlying expense structures; cash equivalent securities or instruments such as money market securities, certificates of deposit, time deposits and banker's acceptances or repurchase agreements. The discretionary investment services for the Select Separate Account Program described in this Agreement will be provided solely by the Investment Manager you elect. The Investment Manager will not be a subadviser to Sponsor, and neither Sponsor nor your financial advisor will be involved in, or will be responsible or liable for, investment decisions made by the Investment Manager. The Investment Manager may, with notice and consent by Sponsor, delegate any or all of its rights, duties and obligations under its Master Advisory Agreement to one or more affiliated subadviser(s) or third party(ies) from time to

time; however, the Investment Manager will be responsible for overseeing subadvisers' or third parties' performance, the Investment Manager will not be relieved of its duties and obligations under the Master Advisory Agreement, and the Investment Manager will be responsible for the subadviser's or third party's acts and omissions as if such acts and omissions were its own.

**II) Model Provider who constructs a model portfolio according to a specified investment strategy.**

By signing the Relationship Application and providing further direction for your financial advisor to open a Select Separate Account, you appoint and authorize the Model Provider to act as investment adviser and, in that capacity, make investment selection decisions for the model portfolio strategy, which Sponsor implements, subject to any Reasonable Restrictions or other instructions provided by you. A Model Provider does not have any brokerage discretion or authority to place orders to purchase or sell securities in your Account. You grant Sponsor authority to exercise investment discretion for Managed Accounts utilizing Model Providers and to implement securities transactions in your Select Separate Account(s) in accordance with the model portfolio provided by the Model Provider. An Investment Manager may transition from a discretionary manager to a Model Provider within the Select Separate Account Program. In the event of this transition, the Investment Manager will no longer provide direct investment management services over the assets in your Select Separate Account(s) as described in the Select Separate Account Additional Terms but will serve as a Model Provider. Generally, the Master Advisory Agreement between the Investment Manager and Sponsor will govern the provision of these investment management services. As a discretionary investment advisory service, client-directed trading is not permitted in your Select Separate Account.

**2. Brokerage Discretion**

**Investment Manager as discretionary manager over the assets in your Select Separate Account(s).**

Pursuant to the discretionary authority granted to your Investment Manager, the Investment Manager may allocate a purchase or sale transaction to a broker-dealer other than AEIS if the Investment Manager believes that such allocation is consistent with the Investment Manager's obligation to seek best execution on the particular transaction. In making such an allocation, the Investment Manager

may consider not only available prices and commission rates (including the fact that certain transactions effected by Sponsor through AEIS are included in the Asset-based Fee), but also other relevant factors such as execution capabilities, research and other services provided by the broker-dealer. You direct Sponsor to follow the instructions of the Investment Manager with respect to all transactions in your Select Separate Account(s), and you acknowledge and agree that the Investment Manager may attempt to group orders among its clients where consistent with the Investment Manager's obligation to seek best execution. You understand and agree that the Asset-based Fee does not include, and you will be responsible and charged separately for, commissions or transaction costs for these transactions effected through a broker-dealer other than AEIS.

**Investment Manager as Model Provider.** Sponsor will implement securities transactions in your Select Separate Account(s) as instructed by the Model Provider as described in Section 4 of Part I. A Model Provider has delegated its best execution obligations to Sponsor where purchases and sale transactions are made through AEIS and, in this situation, Sponsor will be responsible for fulfilling the obligations outlined in this section, except that Sponsor will only allocate trades to AEIS.

### **3. Deposits and Distributions upon Withdrawal or Termination**

Additional investments from a deposit will be invested into the portfolio at the discretion of the Investment Manager or Sponsor.

You may make partial withdrawals from your Select Separate Account(s). Partial withdrawals from your Select Separate Account should be in amounts not less than \$5,000 and may not reduce your Select Separate Account value below the stated strategy minimum.

### **4. Proxies and Corporate Actions**

You have a number of options for voting proxies on securities held in your Select Separate Account(s).

**A.** You have the right to vote proxies on the securities held in your Select Separate Account(s) or you may delegate the authority to vote proxies on your behalf to a third party.

**B. Investment Manager.** You may delegate the authority to vote proxies to the Investment Manager. Investment Managers participating in the Program will

vote all proxies solicited by or with respect to the issuers of securities in which your Select Separate Account(s) assets may be invested, in accordance with the Investment Manager's proxy voting policies and procedures. Ameriprise Financial will promptly forward all your Account(s) proxy solicitations to the Investment Manager in accordance with this Section 4B.

**C. Model Provider.** For Select Separate Account(s) where the Advisory Service Provider serves as a Model Provider, you may delegate the authority to vote proxies to Ameriprise Financial who may further delegate those proxy voting rights to a third party proxy voting or advisory service. Ameriprise Financial or the third party will vote all proxies solicited by or with respect to the issuers of securities in which your Select Separate Account(s) assets may be invested, in accordance with its proxy voting policies and procedures.

Your financial advisor does not take any action or give advice regarding the voting of proxies, nor is your financial advisor responsible for any other corporate actions relating to the investments held in your Select Separate Account(s), including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

### **5. Termination and Reappointment of Select Separate Account Advisory Service Provider Services,**

**A. Termination and Reappointment by You:** You may terminate the Advisory Service Provider's authority with respect to any or all of the assets in your Select Separate Account(s) at any time by providing appropriate notice to Sponsor as described in Sections 23 and 24 of Part I. Upon receipt of such notice, Sponsor will provide the Advisory Service Provider with appropriate notice of the termination, and such termination will take effect immediately following the Advisory Service Provider's receipt of the notice. Sponsor will proceed with your request to appoint a new Advisory Service Provider as soon as is reasonably practicable after receiving any necessary documentation.

**B. Termination by Sponsor or Advisory Service Provider:** You understand and acknowledge that Sponsor may terminate the Advisory Service Provider's participation in the service, or discontinue the Advisory Service Provider's services with respect to a particular investment strategy, by providing the Advisory Service Provider with at least thirty (30) days prior written notice. In addition, you understand and



acknowledge that the Advisory Service Provider may terminate its participation in the Select Separate Account Program, or terminate its provision of services to you, by providing Sponsor with at least thirty (30) days prior written notice.

If the Advisory Service Provider is removed, or the Advisory Service Provider's provision of services to you or with respect to an investment strategy is discontinued, a successor Advisory Service Provider providing a similar investment strategy may be identified and named by Sponsor. Under these circumstances, Sponsor will notify you of the successor Advisory Service Provider it has selected. If you choose to select an Advisory Service Provider and/or investment strategy other than the successor Advisory Service Provider, you must make a written designation by the date indicated in the notice, thirty (30) days from the notice date of the successor Advisory Service Provider. If you do not designate an alternative Advisory Service Provider or investment strategy from the options available in the Service, you understand, agree and authorize Sponsor to transfer your assets to the successor Advisory Service Provider. If a successor is not named and you fail to select a new Advisory Service Provider or investment strategy from the options available, Sponsor will transfer your Account(s) assets in-kind to a Brokerage Account over which neither Sponsor nor the terminated Advisory Service Provider has investment discretion.

## **Vista Separate Account Additional Terms**

### **1. Overview of Vista Separate Account**

Vista Separate Account is a discretionary investment advisory service offered by Sponsor through the platform manager Envestnet Asset Management, Inc. ("Envestnet"), an investment adviser registered under the Advisers Act. The Vista Separate Account Program enables you to own separately managed accounts, mutual funds and/or eligible exchange-traded funds in a multi-account investment portfolio available through the Envestnet platform. Each Account is managed by a professional Investment Manager or by Envestnet where the Investment Manager has entered into a Model Provider arrangement.

This Agreement is made between Sponsor, Envestnet and each of the Client(s) who signs the Relationship Application. Client understands that Envestnet and Sponsor are not affiliated other than through jointly providing certain investment advisory services for the

Program. Envestnet operates the technology platform on which the Vista Separate Account Program functions and renders investment advice to Sponsor and/or Client, including recommending an appropriate asset allocation for Client and specific investment managers ("Envestnet Manager") and/or investment products. Client may participate in the Vista Separate Account Program with respect to certain portions of the Client's assets ("Program Assets").

If more than one investment strategy is selected, you agree to establish and maintain a separate Account for each investment along with a Master Funding Account ("Master Funding Account").

### **A. Vista Separate Account Program Services:**

Sponsor will provide you with investment advisory services through one or more of its financial advisor(s). Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for the management of your Account(s); (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any Reasonable Restrictions that you may have placed on the management of your Vista Separate Accounts. At least annually, your financial advisor will analyze, assess, and review your Vista Separate Accounts, including the performance of your Account, Investment Manager(s), and if applicable, Envestnet Manager(s) as described below. You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in the Vista Separate Account Program.

### **B. Discretionary Services Provided by Envestnet:**

Envestnet will provide you with discretionary investment advisory services according to the investment strategy you select and the related investment objectives, and any Reasonable Restrictions you may impose on the management of your Vista Separate Accounts. The separately managed account, mutual fund and/or ETF investment options available in the Vista Separate Account Program are managed by Envestnet and other investment advisers, pursuant to agreements entered into by Envestnet and the Envestnet Managers. Generally, the Master Advisory Agreement between Envestnet and Sponsor, as well as the Sub-Management Agreement between Envestnet and the Envestnet Managers will govern the provision of these services. As a discretionary investment

advisory service, client-directed trading is not permitted in your Vista Separate Account.

**C. Additional Considerations for Vista Separate Account Retirement Accounts:** With respect to any mutual fund of which Sponsor or an affiliate is the investment adviser, you acknowledge and agree that:

Your financial advisor may suggest investments in such mutual fund;

- Sponsor is an affiliate to the principal underwriter of such mutual fund; and
- Sponsor and your financial advisor may not recommend such mutual funds to trustee-directed plans but are not subject to any other limitations with respect to identifying potential investments in such mutual funds.

## **2. Selection and Appointment of Investment Manager**

You shall initially select separately managed accounts, mutual funds and/or ETFs to fulfill your asset allocation as provided in the Envestnet Statement of Investment Selection ("SIS") by working with your financial advisor to complete the SIS. As a part of participating in the Vista Separate Account Program, you will need to select at least one separately managed account. In addition, you also understand that based on the information you provide to your financial advisor at Account opening and in the SIS, Sponsor and Envestnet Manager will determine, in their discretion, whether to accept or reject the Vista Separate Account(s) with respect to the selected Vista Separate Account Program. By signing this Relationship Application and providing further direction for your financial advisor to open a Vista Separate Account, you appoint and authorize Envestnet as Investment Manager and hereby grant Envestnet full discretionary authority to invest, reinvest and otherwise manage the Account(s), including without limitation the authority to allocate and reallocate Program Assets in your Vista Separate Account(s) to different Envestnet Managers and to delegate such investment discretion to such Envestnet Managers. Such discretionary authority allows Envestnet to make investment decisions with respect to your Account(s) and, when it deems appropriate and without prior consultation with you, to buy, sell, exchange, convert and otherwise trade in any stocks, bonds, and other eligible securities. The discretionary services for the Vista Separate Account Program described in this Agreement will be provided solely by Envestnet. Envestnet will not be a subadviser to Sponsor, and neither Sponsor nor your financial

advisor will be involved in, or will be responsible or liable for, investment decisions made by Envestnet. You acknowledge and agree that pursuant to this Program Envestnet has no authority to manage any of your assets that are not assets of your Vista Separate Account(s). Client-directed trading is not permitted in your Vista Separate Account. You grant Sponsor trading authorization to implement securities transactions in your Account(s) as instructed by Envestnet.

Envestnet provides Sponsor's clients access to certain separately managed account investment managers. These separately managed account investment managers are referred to as Envestnet Managers throughout this Agreement and the Disclosure Brochure. You understand and agree that the Envestnet Managers shall be retained by Envestnet pursuant to agreements entered between the Envestnet Managers and Envestnet. You authorize Envestnet to enter into sub-management agreements with Envestnet Managers for portfolio management services in connection with the management of the Vista Separate Accounts on terms and manner that Envestnet deems appropriate. For certain Envestnet Managers, Envestnet has entered into a licensing agreement with the Envestnet Manager, whereby Envestnet performs administrative and/or trading duties pursuant to the direction of the Envestnet Manager. In such situation the Envestnet Manager is acting in the role of a model provider.

Envestnet and/or Sponsor may recommend an asset allocation among the investment options in the Program and recommend investment vehicles and/or Envestnet Managers within that asset allocation for your Vista Separate Accounts. In selecting investment vehicles and Envestnet Managers for the Vista Separate Accounts, each of Sponsor and/or Envestnet will consider factors it deems relevant when exercising discretion, including but not limited to, your investment goals and objectives, and any Reasonable Restrictions imposed by you on the management of your Vista Separate Accounts including the designation of particular securities or types of securities that should not be purchased for the Vista Separate Account(s), or that should be sold if held in the Vista Separate Account(s). You understand and accept the risks involved in selecting investments. There is no assurance that your investment objective will be achieved.

### 3. Brokerage Discretion

Pursuant to the discretionary authority granted to Investment Manager, the Investment Manager may allocate a purchase or sale transaction to a broker-dealer other than AEIS if the Investment Manager believes that such allocation is consistent with the Investment Manager's obligation to seek best execution on the particular transaction. In making such an allocation, the Investment Manager may consider not only available prices and commission rates (including the fact that certain transactions effected by Sponsor through AEIS are included in the Asset-based Fee), but also other relevant factors such as execution capabilities, research and other services provided by the broker-dealer. You direct Sponsor to follow the instructions of the Investment Manager with respect to all transactions in the Account, and you acknowledge and agree that the Investment Manager may attempt to group orders among its clients where consistent with the Investment Manager's obligation to seek best execution. You understand and agree that the Asset-based Fee does not include, and you will be responsible and charged separately for, commissions or transaction costs for these transactions effected through a broker-dealer other than AEIS. You understand and agree that the Investment Manager may delegate its best execution obligations to Sponsor where purchases and sale transactions are made through AEIS and, in this situation, Sponsor will be responsible for fulfilling the obligations outlined in this section, except that Sponsor will only allocate trades to AEIS.

### 4. Deposits and Distributions upon Withdrawal or Termination

Additional investments from a deposit will be invested into the portfolio at the discretion of the Investment Manager or Sponsor. You may make partial withdrawals from your Vista Separate Accounts. Partial withdrawals from your any separately managed account should be in amounts not less than \$5,000 and may not reduce your Vista Separate Account value below the Investment Manager's strategy minimum.

### 5. Proxies and Corporate Actions

#### A. Mutual Funds, ETFs and Master Funding

**Accounts:** You have the right to vote proxies on mutual funds and ETFs held in your Vista Separate Account and on the securities held in your Master Funding Account(s) or you may delegate the authority

to vote proxies on your behalf to another person. Sponsor and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which your Master Funding Account assets may be invested or with respect to mutual funds or ETFs held in your Vista Separate Account. Sponsor will forward to you all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to such assets in accordance with this Section 5.A.

**B. Securities:** You have a number of options for voting proxies on securities held in your Vista Separate Account(s).

- You have the right to vote proxies on the securities held in your Vista Separate Account(s) or you may delegate the authority to vote proxies on your behalf to a third party.
- **Investnet Manager.** For investment strategies where the Investnet Manager is also the discretionary Investment Manager, you may delegate the authority to vote proxies to the Investnet Manager. Investnet Managers participating in the Program will vote all proxies solicited by or with respect to the issuers of securities in which your Vista Separate Account(s) assets may be invested, in accordance with the Investnet Manager's proxy voting policies and procedures. Ameriprise Financial will promptly forward all your Account(s) proxy solicitations to the Investnet Manager in accordance with this Section 5B.
- **Investnet.** For investment strategies where the Investnet Manager has entered into a Model Provider arrangement with Investnet, you may delegate the authority to vote proxies to Investnet who may further delegate those proxy voting rights to a third party proxy voting or advisory service. Investnet or the third party will vote all proxies solicited by or with respect to the issuers of securities in which your Vista Separate Account(s) assets may be invested, in accordance with its proxy voting policies and procedures.

Your financial advisor does not take any action or give advice regarding the voting of proxies, nor is your financial advisor responsible for any other corporate actions relating to the investments held in your Vista Separate Account(s), including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

## 6. Termination and Reappointment of Investment Manager Services

**A. Termination and Reappointment by You:** You may terminate Envestnet's authority with respect to any or all of the assets in your Vista Separate Accounts at any time by providing appropriate notice to Sponsor as described in Sections 23 and 24 of Part I. Upon receipt of such notice, Sponsor will provide Envestnet with appropriate notice of the termination, and such termination will take effect immediately following Envestnet's receipt of the notice. Sponsor will proceed with your request to move the prior Envestnet Manager's portion of the Account to the new Envestnet Manager's model as soon as is reasonably practicable after receiving any necessary documentation.

**B. Termination by Sponsor or Investment Manager:** You understand and acknowledge that Sponsor may terminate Envestnet and/or Envestnet Manager's participation in the Vista Separate Account, and/or discontinue the Envestnet Manager's services with respect to a particular investment strategy, by providing Envestnet with at least thirty (30) days prior written notice. If Sponsor or Envestnet terminates an Envestnet Manager or discontinues the Envestnet Manager's services with respect to a particular investment strategy a successor Envestnet Manager providing a similar investment strategy may be identified and named by Sponsor. Under these circumstances, Sponsor will notify you of the successor Envestnet Manager it has selected. If you choose to select an Envestnet Manager and/or investment strategy other than the successor selected by Sponsor, you must make a written designation by the date indicated in the notice, thirty (30) days from the notice date of the successor Envestnet Manager. If you do not designate an alternative Envestnet Manager or investment strategy from the options available in the Program, you understand, agree and authorize Sponsor to transfer your assets to the successor Envestnet Manager. If a successor is not named and you fail to select a new Envestnet Manager or investment strategy from the options available, Sponsor will transfer your Account(s) assets in-kind to a Brokerage Account over which neither Sponsor, Envestnet nor the terminated Envestnet Manager has investment discretion.

## Investor Unified Account Additional Terms

### 1. Overview of Investor Unified Account

Investor Unified Account is a discretionary investment advisory service offered by Sponsor and the platform manager Envestnet, an investment adviser registered under the Advisers Act. The Investor Unified Account Program offers you the ability to purchase separately managed accounts, mutual funds and/or exchange-traded funds in an asset allocation within a single brokerage account managed by Envestnet pursuant to the directions of one or more investment advisers. To participate in the Investor Unified Account Program, you will need to select at least one separately managed account.

This Agreement is made between Sponsor, Envestnet and each of the Client(s) who signs the Relationship Application. Client understands that Envestnet and Sponsor are not affiliated other than through jointly providing investment advisory services for the Investor Unified Account Program. Envestnet operates the technology platform on which the Program functions and renders investment advice to Sponsor and/or Client, including recommending an appropriate asset allocation for Client and specific Envestnet Managers and/or investment products. Client wishes to participate in the Investor Unified Account Program with respect to certain portions of the Client's Program Assets.

If more than one asset allocation is selected, you agree to establish and maintain a separate Account for each asset allocation along with a Master Funding Account.

#### **A. Investor Unified Account Program Services:**

Sponsor will provide you with investment advisory services through one or more of its financial advisor(s). Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for the management of your Investor Unified Account; (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any Reasonable Restrictions that you may have placed on the management of your Accounts. At least annually, your financial advisor will analyze, assess, and review your Account, including the performance of your Account and Investment Manager(s). You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial advisor, and that your financial advisor will serve as a

liaison for you in connection with your participation in the Program.

**B. Discretionary Services Provided by Investnet:**

Investnet will provide you with discretionary investment advisory services in accordance with the asset allocation you select and the related investment vehicles selected based on the investment objectives, and Reasonable Restrictions you may impose on the management of your Investor Unified Account. The separately managed accounts you select are managed by the Investnet Managers pursuant to agreements entered into between Investnet and the Investnet Managers. The Investnet Managers available within the Program entered into a licensing agreement with Investnet, whereby Investnet performs administrative and/or trading duties pursuant to the direction of Investnet Manager. In such situation the Investnet Manager acts as a model provider and Investnet is responsible for determining the target asset mix and providing overlay management for Program Assets. You and/or your financial advisor will select the specific, underlying investment vehicles in the appropriate model. In certain cases, Sponsor may determine the target asset mix. At least annually, your Investor Unified Account will be rebalanced to your asset allocation.

Generally, the Master Services Agreement between Investnet and Sponsor, as well as the Investnet Management Agreement between Investnet and the Investnet Manager will govern the provision of these services. As a discretionary investment advisory service, client-directed trading is not permitted in your Investor Unified Account.

**C. Additional Considerations for Investor Unified Separate Account Retirement Accounts:**

With respect to any mutual fund of which Sponsor or an affiliate is the investment adviser, you acknowledge and agree that:

- Your financial advisor may suggest investments in such mutual fund;
- Sponsor is an affiliate to the principal underwriter of such mutual fund; and
- Sponsor and your financial advisor may not recommend such mutual funds to trustee-directed plans but are not subject to any other limitations with respect to identifying potential investments in such mutual funds.

**2. Selection and Appointment of Investment Manager**

By signing the Relationship Application and providing further direction for your financial advisor to open an Investor Unified Account, you appoint Investnet as Investment Manager and hereby grant Investnet full discretionary authority to invest, reinvest and otherwise manage the Investor Unified Account(s), including without limitation the authority to allocate and reallocate Program Assets in your Investor Unified Account(s) to different Investnet Managers and to delegate such investment discretion to such Investnet Managers. Such discretionary authority allows Investnet to make investment decisions with respect to your Investor Unified Account(s) and, when it deems appropriate and without prior consultation with you, to buy, sell, exchange, convert and otherwise trade in any stocks, bonds, and other securities. The discretionary services for the Investor Unified Account Program described in this Agreement will be provided solely by Investnet. Investnet will not be a subadviser to Sponsor, and neither Sponsor nor your financial advisor will be involved in, or will be responsible or liable for, investment decisions made by Investnet and/or the Investnet Manager. You acknowledge and agree that pursuant to this Program Investnet has no authority to manage any of your assets that are not assets of your Investor Unified Account(s). You grant Sponsor trading discretion to implement securities transactions in your Investor Unified Account(s) as instructed by Investnet.

With your financial advisor's assistance, you will select an asset allocation, as well as the separately managed accounts, mutual funds and/or ETFs used to fulfill your asset allocation as provided in your SIS by working with your financial advisor to complete the SIS. You understand that based on the information you provide to your financial advisor when opening an Investor Unified Account, in the Relationship Application, and the SIS, Sponsor and/or Investnet will independently determine, in their discretion, whether to accept or reject an Investor Unified Account(s).

In order to give Investnet the requisite authority to retain Investnet Managers on your behalf and to trade the Investor Unified Account Program Assets directly, you grant Investnet full discretionary authority to buy, sell, exchange, convert or otherwise trade in any and all stock, bonds, mutual funds, alternative investments and other securities in Investor Unified Account(s). Each of Sponsor and/or Investnet will consider factors it deems relevant

when exercising discretion, including but not limited to, your investment goals and objectives, and any Reasonable Restrictions imposed by you on management of the Investor Unified Accounts including the designation of particular securities or types of securities that should not be purchased for the Investor Unified Accounts, or that should be sold if held in the Investor Unified Accounts.

### 3. Brokerage Discretion

Pursuant to the discretionary authority granted, Envestnet may allocate the purchase or sale transaction to a broker-dealer other than AEIS if Envestnet believes that such allocation is consistent with Envestnet's obligation to seek best execution on the particular transaction. In making such an allocation, Envestnet may consider not only available prices and commission rates (including the fact that certain transactions effected by Sponsor through AEIS are included in the Asset-based Fee), but also other relevant factors such as execution capabilities, research and other services provided by the broker-dealer. You direct Sponsor to follow the instructions of Envestnet with respect to all transactions in the Investor Unified Account, and you acknowledge and agree that Envestnet may attempt to group orders among its clients where consistent with Envestnet's obligation to seek best execution. You understand and agree that Envestnet may delegate its best execution obligations to Sponsor where purchases and sale transactions are made through AEIS and, in this situation, Sponsor will be responsible for fulfilling the obligations outlined in this section, except that Sponsor will only allocate trades to AEIS.

### 4. Deposits and Distributions upon Withdrawal or Termination

Additional investments from a deposit will be invested into the portfolio at the discretion of the Investment Manager or Sponsor. Partial withdrawals from your Investor Unified Account should be in amounts not less than \$5,000 and may not reduce your Investor Unified Account value below the account minimum.

### 5. Proxies and Corporate Actions

#### A. Mutual Funds, ETFs and Master Funding

**Accounts:** You have the right to vote proxies on mutual funds and ETFs held in your Investor Unified Account and on the securities held in your Master Funding Account(s) or you may delegate the authority to vote proxies on your behalf to another person.

Sponsor and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which your Master Funding Account assets may be invested or with respect to mutual funds or ETFs held in your Investor Unified Account. Sponsor will forward to you all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to such assets in accordance with this Section 5.A.

**B. Securities:** You have a number of options for voting proxies on securities held in your Investor Unified Account(s).

- You have the right to vote proxies on the securities held in your Investor Unified Account(s) or you may delegate the authority to vote proxies on your behalf to a third party.
- **Envestnet Manager.** For investment strategies where the Envestnet Manager is also the discretionary Investment Manager, you may delegate the authority to vote proxies to the Envestnet Manager. Envestnet Managers participating in the Program will vote all proxies solicited by or with respect to the issuers of securities in which your Investor Unified Account(s) assets may be invested, in accordance with the Envestnet Manager's proxy voting policies and procedures. Ameriprise Financial will promptly forward all your Account(s) proxy solicitations to the Envestnet Manager in accordance with this Section 5B.
- **Envestnet.** For investment strategies where the Envestnet Manager has entered into a Model Provider arrangement with Envestnet, you may delegate the authority to vote proxies to Envestnet who may further delegate those proxy voting rights to a third party proxy voting or advisory service. Envestnet or the third party will vote all proxies solicited by or with respect to the issuers of securities in which your Investor Unified Account(s) assets may be invested, in accordance with its proxy voting policies and procedures.

Your financial advisor does not take any action or give advice regarding the voting of proxies, nor is your financial advisor responsible for any other corporate actions relating to the investments held in your Investor Unified Account(s), including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

## 6. Termination and Reappointment of Investment Manager Services

**A. Termination and Reappointment by You:** You may terminate Envestnet and/or the Envestnet Manager's authority with respect to any or all of the assets in your Investor Unified Accounts at any time by providing appropriate notice to Sponsor as described in Sections 23 and 24 of Part I. Upon receipt of such notice, Sponsor will provide Envestnet with appropriate notice of the termination, and such termination will take effect immediately following Envestnet's receipt of the notice. Envestnet will proceed with your request to move the prior Envestnet Manager's portion of the Investor Unified Account to the new Envestnet Manager's model as soon as is reasonably practicable after receiving any necessary documentation.

If you are engaged in the consolidated advisory fee service, when your AFPS is terminated, either by you or by Sponsor, you will no longer be charged a consolidated advisory fee. This will not terminate your Investor Unified Account, nor will it terminate your Asset-based Fee and other costs associated with your Investor Unified Account.

**B. Termination by Sponsor or Envestnet or an Envestnet Manager:** You understand and acknowledge that Sponsor may terminate the Envestnet and/or Envestnet Manager's participation in the Investor Unified Account, and/or discontinue the Envestnet Manager's services with respect to a particular investment strategy, by providing Envestnet with at least thirty (30) days prior written notice. In addition, you understand and acknowledge that Envestnet may terminate its participation in the Account, or terminate its provision of services to you, by providing Sponsor with at least thirty (30) days prior written notice. If Envestnet and/or Envestnet Manager is removed, or the provision of services to you with respect to an Investor Unified Account is discontinued, you will need to elect a successor Envestnet Manager. You must work with your financial advisor to complete a Change Statement of Investment Selection ("Change SIS") within thirty (30) days of your receipt of notice of the termination the Envestnet Manager. If you do not designate an Envestnet Manager from the options available, you understand, agree and authorize Sponsor to transfer your assets in-kind to an Ameriprise Financial Brokerage Account over which neither Sponsor, Envestnet, nor the terminated Envestnet Manager has investment discretion.

## Access Account Additional Terms

### 1. Overview of Access Account

The Ameriprise Access Account ("Access Account") program is a discretionary investment advisory service that accommodates a variety of actively managed portfolios that contain mutual funds and/or exchange-traded funds that are transferred to Sponsor from another firm. These portfolios are managed by third-party strategists ("Strategist"), and made available by the platform manager Envestnet Asset Management, Inc., an investment adviser to Sponsor registered under the Advisers Act. If you currently hold an Access Account portfolio, you may add new contributions to your existing account(s). The Access Account Program is a hold and service Program and, unlike other Programs in the Relationship, you will be required to complete additional paperwork and authorize the establishment of an Access Account by signature.

This Agreement is made between Sponsor, Envestnet and each of the Client(s) who signs the Relationship Application. Client understands that Envestnet and Sponsor are not affiliated other than through jointly providing investment advisory services to the Access Account Program. Envestnet operates the technology platform on which the Access Account Program functions and renders investment advice to Sponsor and/or Client, including recommending specific investment managers or investment products. Client wishes to participate in the Access Account Program with respect to certain portions of the Client's Program Assets.

You agree to establish and maintain a separate Account for each asset allocation along with a Master Funding Account.

**A. Access Account Services:** Sponsor will provide you with investment advisory services through one or more of its financial advisor(s). Your financial advisor or their staff will (i) assist you in defining your Client Information and any investment objectives that will help form the basis for the management of your Access Account; (ii) at least annually, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any Reasonable Restrictions that you may have placed on the management of your Accounts. At least annually, your financial advisor will analyze, assess, and review your Account, including the performance of your Assess Account and Investment Manager(s). You understand that certain duties of Sponsor are carried out through its employees and agents, including your financial

advisor, and that your financial advisor will serve as a liaison for you in connection with your participation in the Program.

### **B. Discretionary Services Provided by Investment**

**Manager:** Investnet and the Strategist you transfer will provide you with discretionary asset management services according to the investment strategy you transfer and the related investment objectives, and Reasonable Restrictions you may impose on the management of your Access Account(s). The Access Account Program is managed by Investnet and Strategist pursuant to agreements entered into by Investnet and Strategist. Generally, the Master Services Agreement between Investnet and Sponsor, as well as the Strategist Management Agreement between Investnet and Strategist will govern the provision of these services. As a discretionary investment advisory service, client-directed trading is not permitted in your Access Account.

### **C. Additional Consideration for Access Account**

**Retirement Accounts:** With respect to any mutual fund of which Sponsor or an affiliate is the investment adviser, you acknowledge and agree that:

- Your financial advisor may suggest investments in such mutual fund;
- Sponsor is an affiliate to the principal underwriter of such mutual fund; and
- Sponsor and your financial advisor may not recommend such mutual funds to trustee-directed plans but are not subject to any other limitations with respect to identifying potential investments in such mutual funds.

## **2. Selection and Appointment of Investment Manager**

You may transfer an existing strategist portfolio account from another firm to Ameriprise Financial if the Strategist is available on the Investnet platform. By working with your advisor to complete the SIS, you understand that based on information you provide your financial advisor at Account opening and in SIS, the Strategist will independently determine, in its sole discretion, whether to accept or reject the Access Account(s) with respect to the Access Account Program.

By signing the Relationship Application and providing further direction for your financial advisor to open an Access Account, you appoint Investnet and Strategist as Investment Manager and hereby grant Investnet full discretionary authority to invest, reinvest and otherwise manage the Access Account(s), and to delegate such investment discretion to such

Strategist. Such discretionary authority allows Investnet to make investment decisions with respect to your Access Account(s) and, when it deems appropriate and without prior consultation with you, to buy, sell, exchange, convert and otherwise trade in any stocks, bonds, and other eligible securities. The discretionary services for the Access Account Program described in this Agreement will be provided solely by Investnet. Investnet will not be a subadvisor to Sponsor, and neither Sponsor nor your financial advisor will be involved in, or will be responsible or liable for, investment decisions made by Investnet and/or the Strategist. You acknowledge and agree that pursuant to this Program Investnet has no authority to manage any of your assets that are not assets of your Access Account. Client-directed trading is not permitted in your Access Account. You grant Sponsor trading discretion to implement securities transactions in your Account(s) as instructed by Investnet.

You understand and agree that the Strategist shall be retained by Investnet pursuant to agreements entered between the Strategist and Investnet. You authorize Investnet to enter into Strategist management agreements with the Strategist for portfolio management services in connection with the management of the Access Accounts on terms and manner that Investnet deems appropriate. For certain Strategists, Investnet has entered into a licensing agreement with the Strategist, whereby Investnet performs administrative and/or trading duties pursuant to the direction of the Strategist. In such situations the Strategist acts in the role of a model provider.

## **3. Deposits and Distributions upon Withdrawal or Termination**

You may make partial withdrawals from your Access Account. Partial withdrawals from your Access Account should be in amounts not less than \$5,000 and may not reduce your Access Account value below the Program account minimum.

## **4. Proxies and Corporate Actions**

**A. Master Funding Accounts:** You have the right to vote proxies on the securities held in your Master Funding Account(s) or you may delegate the authority to vote proxies on your behalf to another person. Sponsor and your financial advisor do not take any action or give advice regarding the voting of proxies solicited by or with respect to the issuers of securities in which your Master Funding Account assets may be invested. Sponsor will forward to you



all proxy solicitations and materials related to other corporate actions that are received by Sponsor with respect to such assets in accordance with this Section 4.A.

**B. Access Accounts:** You have a number of options for voting proxies on securities held in your Access Account(s).

- You have the right to vote proxies on the securities held in your Access Account(s) or you may delegate the authority to vote proxies on your behalf to a third party.
- **Investnet Manager.** For investment strategies where the Investnet Manager is also the discretionary Investment Manager, you may delegate the authority to vote proxies to the Investnet Manager. Investnet Managers participating in the Program will vote all proxies solicited by or with respect to the issuers of securities in which your Access Account(s) assets may be invested, in accordance with the Investnet Manager's proxy voting policies and procedures. Ameriprise Financial will promptly forward all your Account(s) proxy solicitations to the Investnet Manager in accordance with this Section 5B.
- **Investnet.** For investment strategies where the Investnet Manager has entered into a Model Provider arrangement with Investnet, you may delegate the authority to vote proxies to Investnet who may further delegate those proxy voting rights to a third party proxy voting or advisory service. Investnet or the third party will vote all proxies solicited by or with respect to the issuers of securities in which your Access Account(s) assets may be invested, in accordance with its proxy voting policies and procedures.

Your financial advisor does not take any action or give advice regarding the voting of proxies, nor is your financial advisor responsible for any other corporate actions relating to the investments held in your Access Account(s), including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

## **5. Termination and Reappointment of Investment Manager Services**

**A. Termination and Reappointment by You:** You may terminate Investnet and/or the Investnet Manager's authority with respect to any or all of the assets in your Assess Accounts at any time by providing appropriate notice to Sponsor as described in

Sections 23 and 24 of Part I. Upon receipt of such notice, Sponsor will provide Investnet with appropriate notice of the termination, and such termination will take effect immediately following Investnet's receipt of the notice. Investnet will proceed with your request to move the prior Investnet Manager's portion of the Account to the new Investnet Manager's model as soon as is reasonably practicable after receiving any necessary documentation.

If you are engaged in the consolidated advisory fee service, when your AFPS is terminated, either by your or by Sponsor, you will no longer be charged a consolidated advisory fee. This will not terminate your Access Account, nor will it terminate your Asset-based Fee and other costs associated with your Access Account.

### **B. Termination by Sponsor or Investment Manager:**

You understand and acknowledge that Sponsor may terminate the Investnet and/or Strategist's participation in the Access Account, and/or discontinue the Strategist's services with respect to a particular investment strategy, by providing Investnet with at least thirty (30) days prior written notice. If Sponsor or Investnet terminates an Investnet Manager or discontinues the Investnet Manager's services with respect to a particular investment strategy a successor Investnet Manager providing a similar investment strategy may be identified and named by Sponsor. Under these circumstances, Sponsor will notify you of the success or Investnet Manager it has selected. If you choose to select an Investnet Manager and/or investment strategy other than the successor selected by Sponsor, you must make a written designation by the date indicated in the notice, thirty (30) days from the notice date of the successor Investnet Manager. If you do not designate an alternative Investnet Manager or investment strategy from the options available in the Program, you understand, agree and authorize Sponsor to transfer your assets to the successor Investnet Manager. If a successor is not named and you fail to select a new Investnet Manager or investment strategy from the options available, Sponsor will transfer your Account(s) assets in-kind to a Brokerage Account over which neither Sponsor, Investnet nor the terminated Investnet Manager has investment discretion.