**Ameriprise Financial Services, LLC** 70100 Ameriprise Financial Center Minneapolis, MN 55474

# Tax-Sheltered Custodial Account Agreement

Ameriprise Financial

**Important: This is your copy of the Agreement. Do not submit this form to the corporate office.**

The purpose of this Agreement (the Agreement) is to establish a Tax-Sheltered Custodial Account under Code section 403(b)(7) on behalf of each Employee named in the Ameriprise Financial Services, LLC Tax-Sheltered Custodial Account Agreement Application (the Application).

The Employer shall be solely responsible for determining whether Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") is applicable with respect to the Account and shall notify the Custodian in writing if it determines that Title I of ERISA is applicable. The Custodian shall be under no obligation to determine whether Title I of ERISA is applicable with respect to any Account. The Custodian shall be entitled to regard each Account maintained under Your Employer's Plan as not subject to Title I of ERISA, unless notified otherwise in writing by the Employer.

Ameriprise Trust Company will serve as Custodian of the Account. The parties to this Agreement, as evidenced in the Application noted above agree to the mutual terms, conditions and benefits set forth in this Agreement. In the case of a conflict with any provision of an employer sponsored plan document, the terms of the employer's plan document will control except with respect to administrative and custodial matters.

This Agreement was intended and shall be interpreted, to the extent possible, to comply with the requirements of section 403(b)(7) of the Internal Revenue Code and all rulings and regulations issued thereunder, provided the Custodian shall not be responsible for complying with section 403(b)(7) of the Code, either as to form or operation.

## Article I Definitions

1.1 **Account** means a tax-sheltered custodial account established on behalf of the Employee and, when the context so implies, the assets of the Account.

1.2 **Code** means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and administrative pronouncements under it.

1.3 **Compensation** means compensation of the Employee received from the Employer for a taxable year of the Employee.

1.4 **Custodian** means Ameriprise Trust Company, or its successor, which qualifies to serve as custodian in the manner prescribed by Code section 401(f)(2).

1.5 **Designated Beneficiary** means any individual (including any trust that meets the requirements of Federal Income Tax Regulation Section 1.401(a)(9)-4 or any successor regulations) designated by the Employee regardless of whether such beneficiary is specifically designated by the Employee or is assigned by default.

1.6 **Eligible Designated Beneficiary** means any Designated Beneficiary who is (i) the surviving spouse of the Employee; (ii) the child of the Employee who has not reached the age of majority; (iii) disabled as described in Internal Revenue Code Section 72(m)(7); (iv) chronically ill as described in Code Section 7702B(c)(2) and who meets the certification requirement of Code Section 401(a)(9)(E)(ii)(IV) related to the expected duration of inability; and (v) any individual not more than 10 years younger than the participant.

1.7 **Employee, You, Your** means a person who is regularly employed by the Employer and for whom the Account is being established and maintained.

1.8 **Employer** means any corporation or other entity described in Code section 403(b)(1)(A) that is: described in Code section 501(c)(3) as exempt from taxation under Code section 501(a); or an educational organization described in Code section 170(b)(1)(A)(ii).

1.9 **Employer's Plan** means the written 403(b) plan document established by Your Employer.

1.10 **Governmental Plan** means an Employer's Plan that is a governmental plan as defined in section 414(d) of the Internal Revenue Code of 1986.

1.11 **Non-Governmental Plan** means an Employer's Plan that is not a Governmental Plan.

1.12 **Required Beginning Date** means April 1 of the calendar year following: (1) the calendar year in which You attain 73, or, if later, (2) the calendar year in which You retire from employment with the Employer sponsoring the plan, unless a later date is authorized under the Code or applicable regulations.

1.13 **Salary Reduction Agreement** means a binding contract executed by the Employee and filed with the Employer, authorizing a reduction in future compensation and under which the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Account.

All other words, terms and phrases not specifically defined will have the meaning given them under the Code.

## Article 2 Contributions

2.1 (a) The Custodian may accept cash contributions from the Employer made under a Salary Reduction Agreement. The total amount of contributions made in the Employee's tax year to this Account (and to any other custodial account or annuity described in Code section 403(b)) cannot exceed the lesser of the maximum contribution amounts that Code sections 415(c) and 402(g) permit the Employee to exclude from gross income for the year, subject to catch-up contributions as permitted under Code section 414(v).

(b) If direct or matching contributions are made by Employer, total excludable contributions cannot exceed the lesser of the maximum contribution amounts in Code Section 415(c) and any plan contributions made under a Salary Reduction Agreement cannot exceed the maximum contribution amount under Code section 402(g).

2.2 The Custodian will not have any duty to determine whether contributions to the Account for the Employee exceed the maximum contribution amount referred to in Section 2.1 or be held liable to any party or any other person for failing to determine whether the maximum contribution amount was exceeded. Upon timely receipt of a written request, the Custodian may return the portion of any contribution that exceeds the maximum contribution amount described in Section 2.1.

2.3 Notwithstanding any other provision of this Article 2,

(a) The Custodian may accept an eligible rollover contribution from a qualified plan as described in Code section 401(a), a custodial account or annuity as described in Code section 403(b), an eligible deferred compensation plan maintained by a state or local government as described in Code section 457, or an individual retirement account or annuity as described in Code section 408. However, no rollover contribution will be permitted to this Account to the extent it consists of amounts contributed as after-tax contributions.

(b) The Custodian may accept a transfer of proceeds from an existing Code section 403(b) custodial account or annuity in the manner and to the extent permissible under the Code.

(c) All eligible rollover contributions and transfers will be made in a form and manner acceptable to the Custodian. The Custodian will not be responsible for the propriety of any of these contributions.

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**Article 3 Investments**

3.1 All contributions received by the Custodian will be credited to the Account and invested in certain regulated investment companies (mutual funds) according to the Employee's instructions (or the Employee's designee) within a reasonable period of time after receipt of the contributions. If instructions are not received, or in the opinion of the Custodian are unclear, the Custodian may hold all or any portion of the contributions in cash, without liability for loss of income, appreciation or interest, pending receipt of adequate instructions. The Custodian will advise the Employee of the required form and manner of investment instructions. Notwithstanding the foregoing, the Custodian shall have no management or control over the investment of the assets of the Account, and shall have no discretion as to the investments of the Account.

3.2 Contributions to the Account will be invested in shares of one or more domestic corporations or business trusts, each of which is a regulated investment company, as defined in the Code. Each issues only redeemable shares, has an investment advisory agreement and/or a distribution agreement with Ameriprise Financial Services, LLC (or any of its affiliated or associated companies) and has agreed to offer shares as funding vehicles for the Account.

3.3 Any distributions of shares will be credited to the Account. If given an election to receive a distribution in shares or in cash or other property, the Custodian will elect to receive shares.

3.4 Any sales charges attributable to the purchase of such shares will be charged to the Account.

3.5 The Employee (or the Employee's designee) may instruct the Custodian to redeem any or all of the shares in the Account and reinvest the proceeds in other available regulated investment company shares by giving instructions in a form and manner acceptable to the Custodian. Any transaction must conform to the current prospectus for the shares being purchased.

3.6 The record ownership of all shares will be registered in the name of the Custodian or its nominee. The beneficial owner of each share will be the Employee. Shares will be voted according to the written instructions, if any, of the Employee. If the Employee (or Employee's designated beneficiary following the death of Employee) maintains a brokerage account through Ameriprise Financial Services, LLC for Employee's Tax Sheltered Custodial Account, the Employee hereby directs the Custodian to, and the Custodian will, in absence of written instructions from the Employee, cause the proxies for all holdings in the brokerage account to be voted in accordance with the procedures established by Ameriprise Financial Services, LLC 's proxy solicitation vendor.

**Article 4 Distributions**

4.1 After the Employee reaches age 59½, the assets held under the Account may be distributed for any reason. Distributions shall be made in any of the forms described in section 4.3. Before the Employee reaches age 59½, the assets held under the Account may be distributed, in accordance with the Code, only when the Employee: has a severance from employment; becomes disabled (as defined in Code section 72(m)(7)); dies; has a qualified birth or adoption as defined by 72(t)(2)(H); resides in an area where a federal declared disaster occurs or is part of a pandemic and meets requirement to qualify for relief under the Code for distributions made prior to age 59 1/2; or encounters financial hardship. A distribution described above may be subject to any applicable penalty tax and to income tax withholding. Other distributions may be available based on consultation with the plan document..

4.2 Financial hardship distributions may be made only from assets attributable to assets held as of December 31, 1988, and from amounts contributed thereafter under a Salary Reduction Agreement (not including earnings on those amounts). Generally a financial hardship distribution will be made only if the Employer determines that the Employee has an immediate financial need. Solely for Accounts that are part of a 403(b) plan sponsored by a 501(c)(3) organization that is not subject to ERISA, the Custodian may, but shall not be required to, determine whether the Employee has an immediate financial need. Distributions will be made in a single sum payment, according to written instructions in a form and manner acceptable to the Custodian.

4.3 The Custodian does not maintain records that identify pre-1987 account balances for purposes of the potential beneficial treatment accorded such balances in applying the required minimum distribution regulations promulgated under Code section 401(a)(9) separately to pre-1987 account balances. The Employee's entire interest in the Account must be, or begin to be, distributed by the Employee's Required Beginning Date. By that date, the Employee must make a written election, in a form and manner acceptable to the Custodian, to have the balance in the Account distributed as follows:

(a) In a single sum payment.

(b) As a direct rollover of all, or any portion, of an "eligible rollover distribution" from the Account as described in Code section 403(b)(10).

(c) In one or more partial payments provided that such payments are taken in accordance with Code sections 403(b)(10) and 401(a)(9) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. To the extent provided for by Code section 401(a)(9)(I), the requirements of Code section 401(a)(9) shall not apply for the calendar year 2020.

(d) Under any combination of the methods of distribution described above that are acceptable to the Custodian and in compliance with the Code and any applicable Plan.

However, the Custodian will have no liability to the Employee for any tax (including 20 percent federal income tax withholding), tax penalty or damages resulting from these payments or the failure of the Employee to take such a payment.

4.4 Determination of benefits and distributions will be made according to the terms of the Code and any applicable plan.

(a) Paragraphs (i) and (ii) below apply to Employees of Plans who died on or after January 1, 2020.

(i) If the beneficiary is the Employee's surviving spouse, the Employee's remaining interest will be distributed as follows:

(A) if the Employee died before his or her Required Beginning Date, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the Employee's life expectancy if longer.

(B) if the Employee died after his or her Required Beginning Date, the remaining interest will be distributed over the surviving spouse's life expectancy. The distributions are not required to begin before the end of the calendar year in which the Employee would have reached age 73.

(C) to the extent permitted by Section 401(a)(9) and the Income Tax Regulations thereunder, the remaining interest may be distributed over the period described in subparagraph (ii)(B) below if so elected by the Employee's surviving spouse.

(ii) If the beneficiary is not the Employee's surviving spouse, the Employee's remaining interest will be distributed as follows:

(A) if the beneficiary is an Eligible Designated Beneficiary, the remaining interest must be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Employee. Unless Code Section 401(a)(9)(F) applies, if the Eligible Designated Beneficiary is a minor child of the Employee, once the minor child reaches majority, the beneficiary must receive his or her entire remaining interest by the end of the calendar year containing the tenth anniversary of reaching majority. To the extent permitted by Section 401(a)(9) and the Income Tax Regulations thereunder, the remaining interest may be distributed over the period described in subparagraph (b) below if so elected by the Eligible Designated Beneficiary. If the Eligible Designated Beneficiary dies, his or her remaining interest must be distributed annualy by the end of the calendar year containing the tenth anniversary of the Eligible Designated Beneficiary's death.

(B) if the beneficiary is a Designated Beneficiary but not an Eligible Designated Beneficiary, the remaining interest must be distributed annually by the end of the calendar year containing the tenth anniversary of the Employee's death.

(C) if the beneficiary is not a Designated Beneficiary, the remaining interest must be distributed by the end of the calendar year containing the fifth anniversary of the Employee's death.

(b) Payments under (a) and (b) above that are made over the life expectancy of the Employee or beneficiary must begin prior to the end of the year following the Employee's death. If the Employee was required to take a distribution in the year of the Employee's death and did not take such distribution, the Employee's required minimum distribution must be distributed to the beneficiary by the date the Employee would have had to take the distribution.

4.5 The Employee will designate in writing, in a form and manner acceptable to the Custodian, a beneficiary or beneficiaries to receive distributions of any remaining amounts in the Account at the time of the Employee's death. The designation, amendment or revocation of beneficiary shall be effective only when filed and physically received by the Custodian during Employee's lifetime. The primary beneficiaries (and contingent beneficiaries in the event no primary beneficiary survives Employee) shall be entitled to receive any undistributed amount credited to the Account at the time of Employee's death. If all such designated beneficiaries have predeceased the Employee, or if at the time of the Employee's death there is no designation of beneficiary then in effect, the beneficiary shall be deemed to be the Employee's surviving spouse, if any. If there is no surviving spouse, then the beneficiary shall be deemed to be the Employee's living, lawful children. If there is no surviving spouse, then the beneficiary shall be deemed to be the Employee's living, lawful children. If there is no surviving spouse or living, lawful children, the beneficiary shall be deemed to be the Employee's estate. If the beneficiary is a trust, distributions shall be made to the trustee of the designated trust. However, the trustee of the trust may, in a form and manner acceptable to Custodian, direct Custodian to make distributions to the trust's beneficiaries. If You are married at your death and community property laws apply to Your Accounts, Your spouse may be entitled to a portion of your Account under applicable State law unless Your spouse consents in writing to the designation of another beneficiary. The Employee may change a beneficiary designation by filing an acceptable written notice of the change with the Custodian. If the Employee designates more than one beneficiary, the percentage interest that each beneficiary will receive also should be designated. If not, the interest of each beneficiary will be equal. Notwithstanding this paragraph, if Your Employer's Plan is subject to Title I of ERISA, the Special ERISA Provisions in Article 11 will control. Your beneficiary or beneficiaries will be bound by the terms of this Agreement.

4.6 No distribution will be made to an Employee (or Employer's designated third-party administrator) unless the Custodian receives a written representation from the Employer, in a form and manner acceptable to the Custodian, that the Employee (or beneficiary) is eligible for such distribution. However, for Employer Plans sponsored by 501(c)(3) organizations, the Custodian may make a distribution if it is able to determine that the Employee had a distributable event (e.g. termination of employment, attainment of age 59 ½, death or disability). Before making any distribution, the Custodian may request any additional documents that the Custodian deems necessary.

4.7 An individual who is entitled to payments as an "alternate payee" pursuant to a "qualified domestic relations order" as defined under Code section 414(p) may instruct the Custodian to make a distribution from the Account.

**Article 5 Rights, Duties and Responsibilities**

5.1 The Custodian will:

(a) Be an agent for the Employer and the Employee to receive and invest contributions to the Account and hold and distribute Account assets according to the terms and conditions of this Agreement;

(b) Maintain accurate and detailed records of: the amounts and dates of all contributions paid; the earnings, if any realized from all such contributions; and such other data as the Custodian determines is necessary in carrying out its custodial functions under this Agreement;

(c) Not later than sixty (60) days after the close of each year (or after the termination of this Agreement under Article 7 or the Custodian's resignation or removal under Article 8), transmit to the appropriate party any required written reports reflecting the preceding year's transactions and the assets of the Account. Sixty (60) days after the Custodian furnishes any report, the Custodian is released and discharged of all liability and accountability with respect to the transactions reflected in any report except those for which the Custodian has received written objections within the sixty (60) day period;

(d) Submit to the Internal Revenue Service and other government agencies any returns, reports and other required information for which the Custodian has responsibility under applicable law;

(e) Be fully protected in acting upon any written or other instrument from the Employer or the Employee (or beneficiary) which the Custodian believes is genuine and properly executed and upon which the Custodian acts in good faith in taking or omitting to take any action;

(f) Return contributions to the Employer if the Employer (or Employer's designated third-party administrator) provides instructions to the Custodian to do so. The Employer is solely responsible for ensuring that any instructions to return any amount to the Employer meet all applicable legal requirements, including those of ERISA, if applicable. The Custodian has no duty or responsibility to question and may conclusively rely upon such instruction; and

(g) Notwithstanding any other provision of this Agreement, have no liability or responsibility for:

(i) Determining the amount of or collecting any contribution, including:
- Requiring any contributions or transfers to be made under the plan to the Custodian
- Computing any amount to be contributed or transferred under the plan to the Custodian
- Determining whether amounts received by the Custodian comply with the plan, the Code, ERISA, if applicable, or any other applicable law; or
- Enforcing contribution amounts for sufficiency under the Code or ERISA, if applicable

(ii) Determining the amount, method or timing of any distribution to the Employee (or any beneficiary);

(iii) Determining the Employee's maximum contribution amount;

(iv) Beginning or defending any legal action in connection with this Agreement, unless agreed upon by the parties to this Agreement and the Custodian is indemnified to its satisfaction;

(v) Tracking investment earnings on any Account balances;

(vi) Tracking Employer versus Employee contributions; or

(vii) Any transferred assets until it receives such assets.

5.2 The Employer and Employee (or beneficiary) will:

(a) Prepare and file with the Internal Revenue Service and other government agencies any returns, forms and other required information for which the Employer or Employee has responsibility under applicable law; and

(b) To the extent permitted by applicable law, indemnify and hold harmless the Custodian and its successors and assigns from any and all liability which may arise in connection with this Agreement, except that which arises from the negligence or willful misconduct of the Custodian in connection with its required actions under this Agreement.

5.3 The parties do not intend to confer any fiduciary duties on the Custodian, other than custody of the assets, and none shall be implied.

5.4 The parties will furnish to one another any information relevant to the Account that may be required to carry out their obligations under this Agreement.

5.5 The Custodian may make reasonable and contractual arrangements with its delegates, including affiliates of the Custodian, for services in connection with this Agreement, including, without limitation, custody, temporary idle cash earnings arrangements, settlement, clearing, confirmations, reporting and other administrative requirements, Custodian, Ameriprise Financial Services, LLC and their affiliates shall be fully protected in operating in a manner consistent with an instrument, certificate, paper or other oral or written communication believed by them to be genuine and to be signed or presented by the proper person or persons, and the Custodian shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

5.6 The Custodian may delegate, pursuant to a written Agreement, to one or more entities, the performance of recordkeeping, ministerial, and other services in connection with the Account, for a reasonable fee (to be paid by the Custodian and not by the Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian deems appropriate.

**Article 6 Amendment**

6.1 The Custodian may amend this Agreement at any time. Any amendment shall be deemed accepted by each Employee and beneficiary by Custodian's delivery of a copy of the amendment to each Employee and beneficiary of record. Each Employee and beneficiary hereby consent to any such amendment, provided that no amendment shall be made by Custodian that shall cause or permit:

a. any part of the assets in any Account to be diverted to purposes other than for the exclusive benefit of the Employee or his beneficiaries; except as may be permitted for mistaken contributions, any part of such assets to revert to or become the property of the Employer;

b. any Employee, or beneficiary, to be deprived of any benefit to which he was entitled under the Account by reason of contributions made prior to such amendment, unless such amendment is necessary either to conform the Account to, or to satisfy the condition of, any law, governmental regulation or ruling, or to permit the Account to meet such requirements; or

c. any increase in responsibilities or liability of the Custodian under the Agreement without its written consent.

6.2 Section 6.1 will not be construed to: restrict the Employee's freedom to elect different available investment choices (as described in Article 3) or change the beneficiary designation (as described in Article 4); or restrict the Custodian's freedom to substitute fee schedules (as described in Article 10).

**Article 7 Termination of the Agreement**

7.1 This Agreement will continue from year to year until:

(a) All of the assets are distributed from the Account according to Article 4; or

(b) The Custodian resigns or is removed, in which case termination of the Agreement will occur after the assets in the Account are transferred to a successor custodian (as described in Section 8.1).

7.2 In any case in which a distribution of assets is made according to this Article 7, the Custodian may charge these assets with any fees, taxes, expenses or costs of the Account as may, in the Custodian's discretion, be due.

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**Article 8 Resignation or Removal of Custodian**

8.1 Within thirty (30) days of the resignation or removal of the Custodian (or such longer time as the Custodian may allow), the appropriate party will notify the Custodian in writing of the person or entity designated as successor custodian. If the Custodian is acting as an approved non-bank custodian, and a party is notified that the Custodian has failed to comply with the regulations governing approval of non-bank custodians or has failed to make required returns or deliver required statements, that party will appoint a successor custodian. The Custodian will transfer the assets in the Account to the successor custodian. If a successor has not been designated, the Custodian, at its option, will designate and transfer all assets to a successor. For purposes of this Section 8.1, "successor" will include only a company that has agreed to and is qualified to act as custodian under an agreement having the same force or effect as this Agreement. Whenever a transfer of assets is made under this Article 8, the Custodian may charge these assets with any fees, taxes, expenses or costs of the Account as may, in the Custodian's discretion, be due.

8.2 If the Custodian merges with or is succeeded by another corporation, the new corporation, if legally qualified, will become the Custodian with all of the rights, duties and powers of the original custodian. This merger or succession will not be considered a change of custodian.

**Article 9 Protection of Employee's Benefits**

9.1 You always have a non-forfeitable right to elective deferral contributions and earnings on those contributions in Your Account. You are also fully vested and have a non-forfeitable right to the value of Your Account upon Your attainment of age 65, termination of Your Employer's Plan, or if Your Employer completely discontinues all contributions to the Employer's Plan. However, the assets of the Account are subject to the fees, expenses, taxes and charges described in Article 10 below.

9.2 Any amount held under the Agreement is not available to Your creditors or is subject in any manner to anticipation, alienation, sale, transfer, pledge, encumbrance, trustee process, garnishment, attachment, execution or levy of any kind, except as otherwise required to satisfy a qualified domestic relations order (as defined under Section 414(p) of the Code), payment of Account expenses to the Custodian as provided in Articles 7, 8 and 10 of this Agreement, to a plan administrator as directed by Your Employer to pay Your share of administrative expenses, and as permitted by applicable law. Your Account is not "transferable" within the meaning of Section 401(g) of the Code and at no time shall it be possible for any part of this Account to be used for, or directed to, purposes other than the exclusive benefit of You and/or Your beneficiaries.

**Article 10 Fees, Taxes and Other Expenses**

10.1 The Custodian will advise the parties of its initial fee schedule at the time of the execution of the Agreement. All fees of the Custodian for the performance of its duties may be charged against the Account in such manner as the Custodian may determine. At the Custodian's option, these fees may be paid directly by the appropriate party. The Custodian's fees may be changed upon thirty (30) days' written notice to the appropriate party. The Custodian may, as part of its compensation for services provided pursuant to this Agreement, receive the earnings from any uninvested amounts awaiting investment into or distributions from the Account. The Employee agrees that the Custodian may hold such uninvested amounts without incurring any liability for the payment of earnings on such uninvested cash. If it is necessary for the Custodian to repeat any portion of its services due to incorrect or incomplete information or direction provided by the Employer or Employee, the Custodian reserves the right to charge additional fees.

10.2 Any income taxes or other taxes of any kind (including any transfer taxes) that may be assessed against the Account; any expenses or fees (other than the Custodian's compensation) incurred by or on behalf of the Account; and all expenses incurred by the Custodian in the performance of its duties (including legal fees for services to the Custodian) may be charged to the Account in such manner as the Custodian may determine. At the Custodian's option, these expenses may be paid directly by the appropriate party.

10.3 In the event assets of the Account are to be liquidated for administrative purposes, including, without limitation, for purposes of distributions, fees, taxes or expenses, and the Custodian has not yet received timely direction, the Custodian shall liquidate investments in the following order: (i) first, interest bearing accounts and shares of money market funds; (ii) second, shares of investment companies registered under the Investment Company Act of 1940, except shares of a money market fund.

**Article 11 Special ERISA Provisions**

11.1 The provisions of this section are applicable only if your Employer's Plan is subject to ERISA and Your Employer so notifies the Custodian, in writing. For Accounts that are not established in conjunction with an ERISA 403(b) plan, this section shall have no effect. The terms and provisions of Your Employer's Plan are incorporated into this Account unless such action:

(i) would cause the Account to fail to meet the requirements of the Code or ERISA, or
(ii) affects the rights and authority of the Custodian under the Agreement.

Subject to the conditions above, the following provisions shall apply:

a. You and Your beneficiaries authorize the Custodian and its representatives to follow instructions provided by the Employer or the plan administrator of the Employer's Plan with respect to any transaction governed by the Employer's Plan. The Custodian is not responsible for ensuring that Employer's Plan complies with the requirements of ERISA.

b. This Agreement shall be interpreted, to the extent possible, to comply with the provisions of ERISA and all rulings and regulations issued thereunder, provided that the Custodian shall not be responsible for complying with the requirements of Title I of ERISA, either as to form or in operation.

c. This Agreement is modified to permit the Custodian to provide for distributions that satisfy the requirements of Section 205 of ERISA, and applicable regulations.

d. If You are married, You must obtain the written consent of Your spouse to name someone other than Your spouse as your beneficiary. You must also obtain Your spouse's consent prior to obtaining any distribution including a loan or financial hardship withdrawal under the Agreement. Spousal consent will only be valid if it is witnessed by a representative of Your Employer's Plan or by a notary and provided to the Custodian in a form acceptable to the Custodian.

e. The Custodian is not a "named fiduciary" under Section 402 of ERISA and shall not become a fiduciary of any plan or act in any fiduciary capacity unless specifically agreed to, in writing. The Custodian may refuse to exercise any power that it believes, in its sole judgment, could cause it to become a "fiduciary" or "plan administrator" as defined under ERISA, or cause it to be exercising trust powers in contravention of any State or Federal law to which it may be subject.

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f. No Account may be merged or consolidated with, nor have its assets transferred to any other retirement plan or trust, custodial account or annuity contract as a result of a merger or consolidation of Your Employer's Plan's unless the value of Your Account after the merger or consolidation is equal to the value of the Account prior to such merger or consolidation, subject only to investment gains or losses occurring during such merger or consolidation.

g. Your Account will be subject to any applicable requirements of Title I of ERISA, even if the requirements are not specifically described in this section.

**Article 12 Miscellaneous**

12.1 This Agreement is intended to create a tax-sheltered custodial account under Code section 403(b)(7) and this Agreement will be construed and limited, and the powers will be exercised under it, so as to accomplish that purpose. No provision of this Agreement will be construed to conflict with any Internal Revenue Service or Treasury Department regulation, ruling, release or order which affects its qualification under the Code. For this sole purpose, all the provisions of this Agreement will be deemed conditional and the Agreement will be amended to conform to any such regulation, ruling, release or order at the earliest practical date after it is promulgated.

12.2 There is no assurance that income with respect to regulated investment company shares in the Account will be tax-deferred under the laws of any state or other taxing authority. The Custodian and/or Ameriprise Financial Services, LLC disclaim any liability in the event that any such Account is determined to be subject to current taxation.

12.3 Any notice from the Custodian to a party under this Agreement will be effective if sent by first-class mail to the party's last address of record. Any party will notify the Custodian in writing of any change of address within thirty (30) days of the change. Any notice to the Custodian under this Agreement may be sent by first-class mail addressed to its office in Minneapolis, MN.

12.4 This Agreement and the duties and obligations of Custodian in connection with the Account, shall be construed, administered and enforced according to the laws of the State of Minnesota, except as superseded by federal law or statute.

12.5 If any of the provisions of this Agreement is, for any reason, invalid or unenforceable, the remaining provisions will continue in effect.

12.6 The Employer's actions in remitting contributions on the Employee's behalf, transferring monies to the Custodian at the request of the Employee and/or the Employer's signature on the Salary Reduction Agreement, the Application, or Enrollment Form constitute acceptance of the terms of this Agreement by the Employer.

12.7 The Custodian in no way guarantees any accounts under the Account from loss or depreciation or the payment of any money or property which may be or becomes due to any person under the Account or any plan. Any such payment shall at all times be limited to the then available assets of the Account.

**Article 13 Arbitration**

The parties to this Agreement agree that any claim or controversy arising out of or relating to this Agreement shall by resolved solely by arbitration in accordance with the Federal Arbitration Act as governed by the American Arbitration Association (“AAA”) or the Financial Industry Regulatory Authority as follows:

1. Custodial Account: Any claim or controversy arising out of or relating to the tax-sheltered custodial account established by this Agreement and/or the Application shall be resolved solely by arbitration on an individual basis in accordance with the Rules of the 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 AAA shall be the sole venue for resolving claims arising out of or relating to the tax-sheltered custodial account, and all of the parties to the arbitration 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. 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 tax-sheltered custodial account is located. Any disputes related to these time limits will be determined solely by the arbitrator(s).

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 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 alone, and the arbitrator’s authority to make awards is limited to the parties to the arbitration alone. Furthermore, claims brought by you against Custodian, its affiliates, its employees, agents, officers, directors or independent contractors, or by Custodian 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 Custodian. The parties agree that this predispute arbitration provision is governed by the Federal Arbitration Act.

2. Brokerage Account: Any claim or controversy arising out of, or relating to services provided by Ameriprise Financial Services, LLC related to the brokerage account established within the Account will be resolved by arbitration before the Financial Industry Regulatory Authority as set forth in the pre-dispute arbitration provision in the brokerage agreement governing your brokerage account, hereby is incorporated by reference into this Agreement.

3. Advisory Account: Any claim or controversy arising out of, or relating to services provided by Ameriprise Financial Services, LLC related to an advisory account established within the Account will be resolved by arbitration before the American Arbitration Association as set forth in the pre-dispute arbitration provision in the advisory agreement governing your advisory account, which hereby is incorporated by reference into this Agreement.