

**Information Sharing Agreement**

This Information Sharing Agreement ("Agreement") between Ameriprise Financial, Inc. and its affiliated companies ("Ameriprise Financial") and \_\_\_\_\_ ("Plan Sponsor") establishes the understanding between Ameriprise Financial and Plan Sponsor to share information necessary for compliance with final 403(b) regulations relating to the tax-free exchange of all or a portion of an employee's 403(b) account from an investment provider to a 403(b) account with Ameriprise Financial for the purposes of changing investments by employees of Plan Sponsor made after Sept. 24, 2007 ("Exchanges"). Ameriprise Financial and Plan Sponsor intend this Agreement to describe the respective duties and obligations of the parties with respect to Exchanges as set forth hereafter.

**Plan Sponsor represents:**

1. That it is an employer eligible to offer programs under §403(b) of the Internal Revenue Code ("Code") of 1986, as amended;
2. That it has established and maintains a program for eligible employees intended to qualify as a tax sheltered annuity under §403(b) of the Code;
3. As part of the 403(b) plan, Plan Sponsor either allows or intends to allow employees to Exchange their current 403(b) account(s) for 403(b) account(s) offered by Ameriprise Financial;
4. Plan Sponsor shall adopt a written 403(b) plan document which shall authorize Exchanges executed under this Agreement and shall provide a means of obtaining a copy of the document and any updates, amendments or other changes to Ameriprise Financial.

**Ameriprise Financial represents:**

5. That it will offer for Exchange only 403(b) annuity contracts or custodial accounts that conform to applicable laws and regulations;
6. That an employee's accumulated benefit under the Ameriprise Financial 403(b) account after an Exchange shall be at least equal to the accumulated benefit of the employee's account immediately prior to the Exchange;
7. That the distribution restrictions applicable to the Ameriprise Financial account are at least as restrictive as the distribution requirements applicable to the 403(b) account prior to the Exchange;
8. That it will, upon receiving a copy of the written 403(b) Plan document, comply with its terms and conditions; and
9. That it will, in the event of a tax audit of Plan Sponsor, cooperate in providing necessary and reasonable information relating to the 403(b) Plan as requested.

**Plan Sponsor and Ameriprise Financial Agree:**

10. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) of the Code and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) accounts under the 403(b) Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting.
11. Ameriprise Financial shall indemnify and hold harmless Plan Sponsor, any member of its governing board and employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the negligence of Ameriprise Financial or failure of Ameriprise Financial to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by Plan Sponsor, its employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. Ameriprise Financial shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Plan Sponsor based on any claim, demand or suit covered by this indemnification, provided that Ameriprise Financial is notified by Plan Sponsor, in writing, within thirty (30) days of Plan Sponsor's receipt of such claim or demand. The liability of Ameriprise Financial under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
12. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.

**Ameriprise Financial, Inc.**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 David Reich  
 Vice President, Retail Retirement Strategy & Solutions  
 Ameriprise Financial, Inc.  
 53800 Ameriprise Financial Center  
 Minneapolis, MN 55474

\_\_\_\_\_ **Plan sponsor name**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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