

# Ameriprise® Premier Retirement Income Agreement

## Table of Contents

Overview of Ameriprise® Premier Retirement Income .....	1
Appropriateness of the Service .....	1
Client Information and Recommendations .....	1
Client Instructions .....	2
Fees .....	2-3
Services for Other Clients .....	3
Assignment .....	3
Change in Membership .....	3
Amendment of Agreement/Modification of Services .....	3
Termination Dates of Agreement and Accounts .....	3-4
Receipt by You of the Disclosure Documents .....	4
Acknowledgments of Client .....	4
Market Data .....	5
Notice .....	5
Entire agreement .....	5
Limitation of Liability .....	5
Arbitration Agreement/Class Action Waiver for the Service .....	5-6
Anti-Money Laundering .....	6
Miscellaneous .....	6

## 1. Overview of Ameriprise® Premier Retirement Income

Ameriprise Financial Services, LLC (“Ameriprise Financial”) offers a specialized approach to retirement income planning that builds on our current investment advisory services and products and provides advice to clients approaching or in the distribution phase of retirement for an annual fee, referred to as the *Ameriprise Premier Retirement Income service* (the “Service”). This Service is offered through the *Ameriprise Premier Retirement Income Disclosure Brochure* (“Disclosure Brochure”). Terms not defined herein have the meaning assigned to them in the Disclosure Brochure.

This *Ameriprise Premier Retirement Income Agreement* (“Agreement”) is made between Ameriprise Financial and each of the client(s) (“Client”) who signs the Application and authorizes Ameriprise Financial to establish an investment advisory relationship with you where we will provide you the Service over time. The Agreement is part of the *Ameriprise Premier Retirement Income application* (“Application”). By signing the Application, you agree that the acknowledgements contained therein are incorporated by reference into this Agreement and form the totality of the terms and conditions governing your Service relationship. As used throughout this Agreement, the term “relationship” refers solely to the investment advisory relationship regarding this Service. You may also have other types of investment advisory relationships with us.

Your initial acceptance of the terms of this Agreement as well as your continued acceptance of the Service indicate your agreement to the terms of this Agreement, as amended from time to time and as supplemented by relevant Service correspondence, including, but not limited to any Service confirmation letters, Recommendation Reports, changes to your Fee Paying Account and changes to your Service Fee as described in Section 5 of this Agreement.

The Service is available for Clients in individual or joint capacities. Ameriprise Financial, at its own discretion, may offer the Service to Clients in certain other capacities.

When used in this Agreement, the terms “you”, “your” and “yours” refer to each of the Client(s) named in the Application and “we”, “our” or “us” refers to your financial advisor and/or Ameriprise Financial, as applicable.

## 2. Appropriateness of the Service

You understand that the Service is appropriate for individuals; married couples; and domestic partners who meet various eligibility criteria such as retirement date, amount of assets earmarked for your Retirement Portfolio, assets held at Ameriprise Financial, and types and complexity of the investment accounts and other financial products you would like to designate for inclusion in the Service. You agree that if Ameriprise Financial determines that the Service isn’t appropriate for you, Ameriprise Financial, in its sole discretion, may terminate the Service and your financial advisor will recommend a product or service that is more appropriate for your circumstances.

The Service does not include the execution of any investment, product or account transactions. You understand and acknowledge that you will work with your financial advisor and third party financial institutions, tax professional(s), retirement plan administrator(s) and any other applicable service providers, to implement the recommendations provided to you in your Recommendation Report. You understand that you retain authority over, and are responsible with third party financial institutions.

## 3. Client Information and Recommendations

You agree to furnish Ameriprise Financial with certain biographical and identifying information relating to you as well as your financial and risk profile information you define with your financial advisor, including but not limited to, current income, retirement income goals and external account statements (“Client Information”).

We will provide you with a Recommendation Report based on the Client Information you provide. You agree to inform us promptly of any change to your Client Information. You understand that your failure to provide us with current, accurate information could adversely affect our ability to effectively provide the Service to you.

## 4. Client Instructions

Ameriprise Financial and your financial advisor are authorized to follow your instructions regarding the Service. We will act with respect to the Service based on instructions from you or your authorized agent.

We may reject any instructions given by you or your agent if, in our 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 us, as amended from time to time, relating to effecting transactions with or for Clients.

You agree to give us prompt written notice if you believe any action taken with respect to the Service is inconsistent with your or your duly authorized agent's instructions or your Client Information.

## 5. Fees

**A. Calculation of the Service Fee:** The fee for the Service is a flat fee of 0.20% calculated on the total of your Ameriprise Financial Managed Account ("Managed Account") assets that are included in your Retirement Portfolio for a given Recommendation Report provided by the Service. The list of included Managed Accounts is contained in each Recommendation Report.

A state may impose a sales tax on your Service Fee, which we will collect and remit to the applicable state.

You understand and agree that the Service Fee will be periodically recalculated as described in subsection B of this section and that the Service Fee that you pay in the first year of the Service will differ from the Service Fee you pay for subsequent Recommendation Reports.

**B. Billing cycle:** The Service Fee is calculated (i) initially on the last business day of the month when we receive confirmation that your first Recommendation Report was delivered; and (ii) for each Recommendation Report delivered thereafter, the Service Fee will similarly be recalculated on the last business day of the month in which the advisor confirms delivery (each, a "Calculation Date").

You agree that we will generally post and deduct on the first business day of the month (each, a "Posting Date") from your designated nonqualified account (the "Fee Paying Account") one-twelfth of the market value on the Calculation Date of Managed Account assets included in the Recommendation Report for the applicable Engagement Period. Likewise, one-twelfth of the Service Fee will be due monthly until the full Service Fee is paid.

You understand the Service Fee will be recalculated when we receive confirmation that a new Recommendation Report was delivered to you. If a new Recommendation Report is provided mid cycle (e.g., six months into the Engagement Period) the remaining monthly portions of the Service Fee calculated from the prior Recommendation Report will no longer be billed, and a new Service Fee will be calculated for the new Engagement Period.

The recalculation process and monthly Posting Date will continue until the Service is terminated as described in the Termination of Service section.

If you or Ameriprise Financial terminate your Service during a billing period, you will cease paying the Service Fee and we will not deduct the remaining balance of the Service Fee from your Fee Paying Account. You will remain responsible for paying any amounts previously billed to you and owed to us for the Service and you understand we reserve the right to deduct such amounts from your Fee Paying Account.

**C. Fee Paying Account:** You authorize Ameriprise Financial to instruct the custodian of your Fee Paying Account to deduct the Service Fee, when due and including any amounts in arrears, if applicable, directly from the assets held in the Fee Paying Account.

You agree to maintain sufficient cash balances in your Fee Paying Account to pay the Service Fee. If on any Posting Date, the cash balance in your Fee Paying Account is not sufficient to pay your Service Fee, you authorize us to instruct the custodian to liquidate securities and other assets held in your Fee Paying Account to cover the Service Fee.

You will continue to pay the Service Fee in the event Ameriprise Financial 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 on any Posting Date the Fee Paying Account is not in good order, you acknowledge that we will hold the payment for that month and repost on the next scheduled Posting Date or when you designate a new Fee Paying Account, whichever occurs earlier. If Ameriprise Financial Services is unable to deduct the monthly payment over six consecutive Posting Dates, we reserve the right to terminate the Service.

The Fee Paying Account must be a non-qualified account. 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 the Service 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 the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), (e.g., IRAs and employer sponsored retirement accounts).

**D. Valuation:** For purposes of computing the Service Fee, Ameriprise Financial will determine the value of your Managed Account(s) assets pertaining to the Service, 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 Managed Account(s) value shown on your client statement but do not reduce the billable value of the Managed Account(s) pertaining to the Service when calculating the Service Fee. You understand and acknowledge that we 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.

## 6. Services for Other Clients

You understand and agree that Ameriprise Financial (i) performs advisory services for other clients and (ii) may act 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 Service.

## 7. Assignment

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

## 8. 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.

## 9. Amendment of Agreement/Modification of Services

Ameriprise Financial may amend or otherwise modify this Agreement, including any features of the Service, 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 mailing address 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 and notifying you via the electronic address you provide to us.

Any such amendment or modification will be effective as of the date Ameriprise Financial establishes as outlined in the notice. Unless you terminate this Agreement pursuant to Section 10 below, your continued enrollment in the Service 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 Service may also be described in updates to the Disclosure Brochure. You further acknowledge that we will provide you updated disclosures as our 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 <https://www.ameriprise.com/disclosures> or by contacting your financial advisor.

## 10. Termination Dates of Agreement and Accounts

If you choose to terminate the Service, you will cease paying the Service Fee and will not deduct the remaining balance of the Service Fee from your Fee Paying Account. You remain responsible for paying all portions of the Service Fee that have already been billed to you and are due to us.

Ameriprise Financial may, in its sole discretion and at any time, terminate this Agreement and/or discontinue or terminate the Service with no notice 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. Terminating this Agreement does not terminate any other agreement or service you have with Ameriprise Financial.

## 11. Receipt by You of the Disclosure Documents

By signing the Application, you are acknowledging that you have received a copy of the Disclosure Brochure and this Agreement. A copy of the Disclosure Brochure is available on [Ameriprise.com/disclosures](https://ameriprise.com/disclosures) or by contacting your financial advisor.

## 12. Acknowledgments of Client

This section supplements the Acknowledgements section of the Application that you signed when you entered into the Service relationship.

**A. Tax consequences:** You understand that implementing the recommendations in your Recommendation Report may have tax consequences to you. You are responsible for all tax liabilities arising from transactions and/or other aspects of the Service and you are urged to seek the advice of qualified tax professionals. Payment of the Service Fee from your Fee Paying Account may be treated as a distribution from the account and can 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, you agree that Ameriprise and/or your financial advisor do not give tax advice and acknowledge that it is very important to consult with your tax and legal advisors.

**B. Power of attorney appointments:** If you are an Attorney-in-Fact pursuant to a Power of Attorney for the client, you understand, acknowledge and agree that: (1) the Service will be based on the information provided to us by the client and/or you as attorney-in-fact regarding the client's financial situation; (2) you will provide us with complete and accurate information, to the best of your knowledge; and (3) with the service the client or you as attorney-in-fact purchases, the financial advisor is not obligated to make any recommendations or give any financial advice that, in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable or undesirable for the client. We strongly recommend you seek advice from legal and tax counsel before implementing suggested Service strategies that involve disposition of assets. We reserve the right to decline business. When servicing the client's account, the financial advisor cannot put your interests as attorney-in-fact ahead of his or her obligations to act in the best interest of the client.

**C. Nature of the Service:** Ameriprise Financial does not monitor the day-to-day performance of your specific investments. Neither your financial advisor nor Ameriprise Financial 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 other relevant information that may affect the development of your Recommendation Report. You understand and accept the risks involved in seeking to create retirement income. There is no assurance that your objective will be achieved.

Ameriprise Financial and your financial advisor are not obligated to make any recommendations or give any financial advice to you that, in our sole judgment, would be impracticable, unsuitable, unattainable or undesirable. It is understood that we provide financial services of the type contemplated in the Agreement, as well as other financial services for a number of clients.

**D. Retirement accounts:** You agree that we may discuss, present or offer ideas for you to consider related to the allocation of your retirement assets and that such communications are offered solely as education, marketing and examples for the purposes of discussion and for your independent consideration, and should not be viewed, construed or relied upon, as investment or fiduciary recommendations or advice under ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). You understand that such communications should not be (and are not intended to be) relied upon as a primary basis for your investment decisions with respect to your retirement assets. Also, if we provide you with a sample or proposed asset allocation, including one that identifies specific securities or other investments, such asset allocation is merely an example of, or a proposal for, the fiduciary advice and recommendations that may potentially be available and should not be relied upon as investment or fiduciary advice or a recommendation under ERISA or the Internal Revenue Code. Also, to the extent an asset allocation service identifies any specific investment alternative for your retirement assets, please note that other investment alternatives with similar risk and return characteristics may be available to you.

## 13. Market Data

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

## 14. Notice

Notices shall be in writing and effective when delivered to us 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, 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.

## 15. Entire agreement

The Agreement, together with the Application, represents the entire Agreement between you and Ameriprise Financial Services. Ameriprise Financial Services may amend the Agreement by providing written notice to you of the amendment. Unless you object to the amendment after receiving written notice of the changes, the amendment will become a part of the Agreement.

The Agreement does not need to be re-signed to reflect changes except as noted below. A new Agreement is required in these instances:

- You and your financial advisor determine to restart the initial year of service.
- There is a change in owners or parties to the Agreement, except when there is a death of one of the joint owners.
- There is a lapse of a prior Agreement (for example, if fees have not been paid for more than one year).

## 16. Limitation of Liability

Neither Ameriprise Financial nor any of our 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 the Service or investments and/or products purchased, sold or held in any accounts you hold with them, 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 Ameriprise Financial and its 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 we do not guarantee any rate of return, market value or performance of any assets pertaining to the Service or held with us. 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.

## 17. Arbitration Agreement/Class Action Waiver for the Service

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 17 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 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.

## 18. Anti-Money Laundering

We are required by law to obtain certain personal information from you for purposes of verifying your identity. If you do not provide us with the necessary information, we may not be able to provide the Service to you. In addition, to the extent any service relationship has already begun, we reserve the right to terminate the Service at any time, or take such other steps as we deem reasonable, if we are unable to verify your identity.

## 19. 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.