

Ameriprise[®] Custom Advisory Relationship Agreement

Table of Contents

Part I. General Terms of the Ameriprise Custom Advisory Relationship Agreement.....	2
Overview of the Relationship	2-3
Overview of the Programs	3-4
Appropriateness of Managed Accounts	4
Use of Terms	4-5
Managed Account and Other Relationship Services.....	5-6
Client Information and Recommendations	6
Client Instructions.....	6
Reasonable Restrictions.....	6-7
Fees and Expenses	7-10
Other Fees Received by Sponsor/Financial Advisor	10
Other Fees and Expenses	10
Sweep Option Expenses	10-11
Deposits and Distributions upon Withdrawal or Termination.....	11
Brokerage, Custody and Execution Services; Dividend Distributions	11
Confirmations and Reports	11-12
Services for Other Clients	12
Assignment	12
Retirement Account Considerations	12-13
Termination, Reappointment of Advisory Service Provider by Sponsor	13-14
Program Reorganizations	14
Amendment of Agreement/Modification of Services	14
Effective and Termination Dates of Agreement.....	15
Receipt by You of the Disclosure Documents.....	15-16
Representations, Warranties and Covenants of Client	16
Acknowledgments of the Client	16-18
Market Data	18
Notice	18
Limitation of Liability	18
Arbitration Agreement for Investment Advisory Services.....	19
Anti-Money Laundering.....	19
Miscellaneous	19
 Part II. Program-Specific Terms of the Ameriprise Custom	
Advisory Relationship Agreement.....	20-40
SPS Advantage Additional Terms	20-22
SPS Advisor Additional Terms.....	22-26
Active Portfolios Additional Terms	26-28
Select Separate Account Additional Terms	28-31
Vista Separate Account Additional Terms	31-34
Investor Unified Account Additional Terms.....	34-37
Access Account Additional Terms	37-40

Part I. General Terms of the *Ameriprise*[®] Custom Advisory Relationship Agreement

1. Overview of the Relationship

Ameriprise Financial Services, Inc. (“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*[®] 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 Managed Accounts over time, and/or to change from one Program to another, based on your instructions. Your instructions may be oral, 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 a group which includes potential ownership types (e.g., IRAs) and clients that may open future Accounts. 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). The applicable Disclosure Brochure describes the services provided to you through this Agreement. Upon submission of your request to open each Managed Account, you will receive an Account Confirmation (as defined below). 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 supplemented by any Relationship Confirmation and Account Confirmation, including, but not limited to the Fees and Expenses set forth in this Agreement, including Section 9 of Part I, and the description of the services in the Disclosure Brochure or Combined Disclosure Brochure, each as may be amended from time to time. We may update or amend the terms of this Agreement by sending notification of such update or amendment to you, which shall be effective as of the date set forth in the notification. If you do not agree to any change set forth in such notification, you may terminate the Program which is being amended or updated. Your decision to continue to receive services constitutes your acceptance of the amended or updated terms. To obtain the most current consolidated version of this Agreement, contact your financial advisor or go to <https://www.ameriprise.com/disclosures>.

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”). If applicable, Sponsor will also send the Advisory Service Provider's (as defined below) disclosure brochure. In the event any of the information contained in either the Relationship Confirmation or the Account Confirmation is incorrect or you would like to update any information, please contact your financial advisor immediately. You authorize us to rely on the information in the Relationship Confirmation and Account Confirmation until you notify us to change it and we have processed that change.

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. Opening an Account that varies from the elections you chose for your Relationship, as well as electing certain additional account level features such as establishing margin or adding options trading capabilities, will generally require you to sign additional documentation. If you make changes to the elections for your Relationship or any Account, we will confirm those changes by sending you a new Relationship Confirmation or Account Confirmation as applicable.

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 for the Programs currently offered through a Relationship into your Relationship and to terminate the applicable client agreement(s) for such Managed Accounts. The Managed Accounts to be included in the Relationship will be listed in the Relationship Application. You understand and agree this Agreement will replace all pre-existing Managed Account client agreement(s), and this Agreement shall 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. With the exception of a quarterly billing frequency, if elected, all such pre-existing Managed Accounts will retain their account specific elections. As a part of this conversion, all such pre-existing Managed Accounts will migrate to the component-based pricing as described in Section 9A of Part I.

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 use your signature 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, which you may select using this Agreement. A detailed description of all Program services is set forth in the Disclosure Brochure or Combined Disclosure Brochure, as applicable. 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. All Programs may not be available to all clients. Please contact your financial advisor to understand which Programs are currently available to you.

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 19 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

Before selecting any Program, you should consider, among other things, the costs and potential benefits of the Program, your investment objectives, time horizon, and the types of investments you hold and intend to purchase. 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. The Sweep Option (as defined below) may not be an appropriate long-term option for holding large amounts of cash, as other, higher-yielding investments may be available to you. You should consider your planned trading activity and the costs and expenses associated with an investment product, among other things when deciding whether a Managed Account is appropriate for you. If you elect to engage in the consolidated advisory fee service as described in Section 5A of Part I, the cost that you pay for the combined service may be more or less than if you purchased AFPS separately. For more information regarding Managed Account fees and expenses, and the consolidated advisory fee, please carefully read the terms of this Agreement, including Section 9 of Part I, as well as the Relationship Application, the Account Confirmation, and the Disclosure Brochure or Combined Disclosure Brochure, as applicable.

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 suitable upon Account opening and thereafter, and reserves the right to terminate an Account as described in Section 22 of Part I in the event it determines the Program is no longer suitable for you. You should also consider if a Managed Account is suitable 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”):** The AFPS Fee rate is negotiated between you and your financial advisor and represents the portion of your total asset-based fee that is allocated to cover your Ameriprise Financial Planning Service. If you are engaged in the consolidated advisory fee service, the sum of the AFPS Fee and the Advisory Fee cannot exceed 2%.
- **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.

- **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.

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 *Active Opportunity Portfolios*[®] (reorganized as Select ETF Portfolios as of September 2019) 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 you will 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. The combined services allow you to pay an annual asset-based fee for both services. 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, your financial advisor will address your goals and needs through AFPS. Your financial advisor’s initial analysis will include a basic review of your fundamentals, including your net worth and current cash flow, protection needs and basic estate planning needs. The initial recommendations may address only the areas that you have identified as your most immediate needs and priorities. Your financial advisor is not obligated to make any

recommendations or give any financial advice to you that, in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable, or undesirable. As part of your financial advisor's basic review of your fundamentals, you may receive, without charge, a life insurance analysis. Your financial advisor will receive no compensation for the life insurance analysis but may receive compensation for insurance products you actually purchase. More information about AFPS is described in the Combined Disclosure Brochure.

B. Brokerage Services Provided by Sponsor

and/or its Affiliates: 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 information relating to you or your Account in the Relationship Application, when providing direction to your financial advisor to open an Account, and in the client profile. You agree that you will provide Sponsor the information used to create a Relationship Confirmation or an Account Confirmation. You agree to inform Sponsor promptly of any change in your in your financial and risk profile information you define with your financial advisor ("Client Information") and/or other information in the Relationship Application, Relationship Confirmation, or Account Confirmation. 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 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. Your financial advisor will provide you with investment recommendations based on the information you provide as part of your Client Information.

7. Client Instructions

Sponsor and your financial advisor are authorized to follow your instructions (e.g. liquidation requests, strategy 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) only according to 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. Sponsor will promptly notify you or your duly authorized agent, as applicable, of any decision to reject instructions from you or your agent.

You will be required to establish a Money Settlement Option ("Sweep Option") for which you are eligible, as described in Section 38 of the Brokerage Agreement. 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 the Program specific terms in Part II of this Agreement. You acknowledge and understand that the Sweep Option elections you make when establishing your Relationship will apply to future Accounts opened under the Relationship. Over time, Ameriprise Financial may elect to change the Sweep Option(s) for the Programs available through the Relationship. If the available Sweep Option(s) change, we will notify you of the replacement Sweep Option(s) available which will be associated with future Accounts you may open, unless you instruct us otherwise.

8. Reasonable Restrictions

You acknowledge that you may impose reasonable security or sector restrictions on the management of your discretionary Account(s), as permitted by the specific Program by completing the appropriate document ("Reasonable Restrictions"). You understand that any Reasonable Restrictions imposed on the management of your Account may cause your financial 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, which is a component-based wrap fee that provides you only with the services as defined in Section 4 of Part I. 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 Option, 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. For more information about these fees and how they work, refer to the Disclosure Brochure or Combined Disclosure Brochure, as applicable.

The Sponsor will assess a combined \$300 minimum annual Asset-based Fee, prorated across all Account(s) within a Household. If your Household balance across all Advisory Programs is less than \$10,000, your effective Asset-based Fee will be in excess of 3%. 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.

The maximum Advisory Fee rate is 2%. If you are engaged in the consolidated advisory fee service, the sum of the Advisory Fee and the AFPS Fee cannot exceed 2%.

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 will need to specify a nonqualified account to pay the entire Asset-based Fee.

When you enter into a Relationship, you will establish the Advisory Fee rate to apply to each of the Programs offered (the "Negotiated Advisory Fee"). This Negotiated Advisory Fee will apply to all Accounts opened pursuant to the Relationship unless you negotiate a different fee at Account opening or if your Account assets fall below the minimum required to support your Advisory Fee rate as described in paragraph B below. Generally, an Account established with an Advisory Fee at or below the Negotiated Advisory Fee can be opened upon oral instruction from you and does not require your signature. Accounts opened with an Advisory Fee above the Negotiated Advisory Fee will require you to authorize the higher fee by a signature. Once an Advisory Fee has been established for an Account, increases to the Advisory Fee that exceed the Negotiated Advisory Fee on that Account other than a Passive Advisory Fee Change (as described below) require your signature.

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 and you will be required to sign the document if the total of the Advisory Fee and AFPS Fee is raised. Your financial advisor or Sponsor may reduce your Advisory and/or AFPS Fee or reallocate the sum of the Advisory and AFPS Fee without your signature. The 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. Sponsor will notify you of the change. You can renegotiate the Negotiated Advisory Fee by working with your financial advisor to complete, and if the Advisory Fee rate is increasing, sign the appropriate document reflecting the new maximum Advisory Fee applicable to future Accounts. Changing the Negotiated Advisory Fee will only change the Advisory Fee applicable to future Accounts, but you may renegotiate the Advisory Fee applicable to any existing Account at any time.

As described in Section 1 of Part I, by establishing a Relationship, all pre-existing Managed Accounts associated with the Relationship will migrate from the current wrap fee pricing to the updated component-based pricing described in this section (the “Updated Pricing Framework”). As a part of the change to the Updated Pricing Framework, the wrap fee will become the total Asset-based Fee, allocated between the components as applicable. For existing Accounts in Programs that have a Platform Fee or Manager Fee, those rates will first be established, and the sum of the Advisory Fee and, if applicable, the AFPS Fee calculated at a rate such that the total Asset-based Fee for the account is equal to the wrap fee previously negotiated. Once determined, the Advisory Fee will remain static unless (i) you renegotiate it or (ii) the total value of your advisory assets falls below the minimum to support the rate available to you as described in Section 9B below. If you have an Advisory Fee rate that is lower than the minimum allowed based on the total value of your advisory assets as a result of the conversion to the Updated Pricing Framework, you will maintain that fee rate until you choose to re-negotiate your Advisory Fee rate with your advisor, add the consolidated advisory fee service to your Account, move to another Program, or when we process certain ownership changes (the “Grandfathered Advisory Fee rate”). If you qualify for a Grandfathered Advisory Fee rate, Ameriprise Financial will provide separate written notice of this to you. Ask your advisor whether you have a Grandfathered Advisory Fee rate and consider this rate before re-negotiating your Advisory Fee rate or moving to another advisory Program. Other components of the total Asset-based Fee may change as further described in this section.

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

When existing accounts migrate to a Relationship, accounts that billed in arrears will move to billing in advance as described in Section 9C of Part I. At the time of conversion, SPS *Advantage* and SPS Advisor Accounts will assess one last wrap fee in arrears on the day your Relationship is accepted by us based on the average daily balance in the account adjusted pro-rata for the number of days remaining in the billing period. On the following business day, we will charge the fee based on that previous business day’s value in advance pro-rata for the number of days remaining in the billing period. *Active Portfolios* Accounts will convert to the Updated Pricing Framework on the day your Relationship is accepted by us and give a pro-rata rebate of the wrap fee for

the remainder of the billing period. The following business day, we will assess a new Asset-based Fee based on that previous business day’s value in advance for the remainder of the billing period adjusted pro-rata.

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 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 this increase would push the sum of the Advisory Fee rate and the AFPS rate 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 provide notice of the change to you. 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 and deducted from your Sweep Option at the beginning of the billing period. Effective December 2019, the Asset-based Fee will continue to be 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 billing period, but will be deducted on the first business day after the 13th of the month. You authorize this change in the deduction date by continuing to accept the Service. New Managed Accounts opened pursuant to the Relationship all use a monthly billing cycle. Pre-existing Managed Accounts set to a quarterly billing cycle that are incorporated into the Relationship will change to a monthly billing cycle for the Asset-based Fee as described in Section 9A of Part I. Other fees, such as the SPS Advisor Infrastructure and Support Fee (as defined below) will be billed on a different frequency.

D. Asset-based Fee and Other Fee Deductions: You authorize Sponsor to instruct the custodian of your Account(s) to pay any and all fees and expenses (including the Asset-based Fee), when due, directly from the assets held in your Sweep Option upon receipt of a statement for such fees and expenses from Sponsor. 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 Option 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 in excess of \$10,000 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 exceeding this amount during a billing period, you will receive a pro rata adjustment or refund of your prepaid Asset-based Fee.

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 Option, in good faith to reflect their estimated fair market value. 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. Your initial Asset-based Fee will be deducted from each Account upon the Account reaching the investment minimum required for the Program and acceptance of the Account by Sponsor, and will be based on the market value of the assets in the Account on the date on which billing commences and advisory services begin, adjusted proportionately to reflect the number of days remaining in the initial billing cycle. 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 Option, on the last business day of the preceding billing period. If you or Sponsor terminate your Account during a billing period, Sponsor will prorate the Asset-based Fee based on the period of time during the billing period that the Account commenced billing, and Sponsor will return to you any unused portion of the Asset-based Fee paid in advance, less any applicable distribution fee described in Section 22 of Part I.

G. Householding of Managed Account Assets: Managed Accounts subject to the component-based pricing framework will receive applicable Advisory Fee householding benefits across the 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 \$300 household minimum once pro-rata across all Accounts in the linked households. Pension and group retirement plans are not eligible 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.

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 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 sweep option services, and understand that Sponsor's affiliate, AEIS, is reimbursed for expenses it incurs related to the Sweep Program.

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 annuity products, insurance products, unit investment trusts, structured CDs and notes, and alternative investments (such as non-traded real estate investment trusts, non-traded business development companies, 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. Review the Disclosure Brochure or Combined Disclosure Brochure, as applicable, for more information about these payments, conflicts of interest and incentives.

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; fees and expenses associated with the underlying money market instrument (if eligible) used as the Sweep Option; fees related to the investment products you purchase or hold within your Managed Accounts, 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 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.

12. Sweep Option Expenses

You understand and acknowledge that the Sweep Option may have its own expenses. You further understand and acknowledge that the banks that participate in the FDIC insured interest-bearing bank deposit 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. AEIS may receive marketing support payments from the underlying money market mutual funds, if eligible, used as the Sweep Option for your Account. The availability of the bank-deposit program or money market mutual funds as your Sweep Option depends on your Account type and ownership. Please refer to the applicable prospectus or other disclosure document(s) for further details. You understand and acknowledge that the aggregate revenue Sponsor and its affiliates receive in connection with your Account(s) may be affected by your Sweep Option and the extent to which you hold uninvested cash in your account.

13. Deposits and Distributions upon Withdrawal or Termination

Sponsor will deposit all cash into your Sweep Option. 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. You also acknowledge and agree that Sponsor may record and monitor telephone conversations for accuracy and quality assurance and may maintain and monitor any electronic communication. 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 processing time 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 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 22A 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: AEIS will act as custodian for all Managed Accounts opened pursuant to the Relationship and will 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: 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 Option.

15. Confirmations and Reports

With respect to your discretionary Account(s), unless you direct otherwise as allowed by a Program, 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 monthly consolidated statements sent to you and available through 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 confirm that your financial situation and investment objectives have not materially changed. For discretionary accounts, this written communication will also confirm that you wish to maintain 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 unsuitable, 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. 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 Plans and securities. 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 to the Program(s) you select 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 accounts established for certain qualified retirement plans in the SPS *Advantage*, Vista Separate Account, Investor Unified Account, or Access Account Programs. 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 18, Sponsor may immediately terminate this Agreement.

19. 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*[®] 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.

20. Program Reorganizations

In Sponsor's sole discretion and with advance notice to you Sponsor may reorganize any of the portfolios or investment strategies in the *Active Portfolios*[®] investments, Select Separate Account, Investor Unified Account, Vista Separate Account, or Access Account 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.

21. Amendment of Agreement/Modification of Services

Sponsor may amend or otherwise modify this Agreement, including any features of a Managed Account, in its sole discretion, by mailing you a written notice or a new Agreement or, if you have enrolled for such notice via electronic delivery, post such amendments or modifications online. Modifications to the Programs may also be described in updates to the Disclosure Brochure or Combined Disclosure Brochure, as applicable. 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 22 below, your continued enrollment in a Managed Account after such notice will indicate your acceptance of the amendments and/or modifications. This Agreement is not subject to any oral modification. Additionally, if you engaged in the consolidated advisory fee service, this Agreement, together with (1) any Asset-based Fee amendment form(s) signed by you and your financial advisor, and (2) any changes to your goals and financial planning areas on which you have requested advice as discussed between you and your financial advisor, represents the entire Agreement between you and Sponsor. Refer to the Disclosure Brochure or Combined Disclosure Brochure, as applicable, for more information. Increases to the total consolidated advisory fee must be in writing and signed by you and your financial advisor. 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.

22. Effective and Termination Dates of Agreement

This Agreement will take effect when it is accepted by Sponsor, and such acceptance will be evidenced by internal records maintained by us. Once we have accepted your Account, Sponsor will begin billing as described in Section 9D of Part I. Sponsor may refuse 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 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 9 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.

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. If the Account is not funded within a reasonable period, Sponsor in its sole discretion may terminate the 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 the Relationship: If you wish you 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.

23. 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 deliver 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") prior to inception of the Account and separately from the establishment of your Relationship. 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. 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. For non-discretionary products, as a part of the service, we will provide you with the relevant fact sheets and prospectuses, as required by applicable law.

24. 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.

25. 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 Account Services as the primary mutual fund share class, where available to us through a selling agreement. Ameriprise Financial Services offers 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 Services 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 Services may choose not to offer

that share class as the applicable Advisory Share class offered in our Managed Accounts. You authorize Ameriprise Financial Services 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 Services through a selling agreement and the mutual fund company allows the conversion to be processed on a taxfree 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 Services determines they are subject to a short-term redemption fee or deferred sales charge. Instead, to the extent identified by Ameriprise Financial Services, 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 Services 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.

Effective June 2019, to the extent identified by Ameriprise Financial Services, any share classes that (i) do not match the Advisory Share class offered by Ameriprise Financial Services for a particular mutual fund; and (ii) are less expensive than the Advisory Share class offered by Ameriprise Financial Services will be transferred promptly to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such assets. The transfer will apply to such share classes currently held in or transferred into your Account in the future. No Asset-based Fee will be assessed on the position prior to its transfer to an Ameriprise Financial Brokerage Account.

For Programs with Advisory Service Providers, 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 Services 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. 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.

26. 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.

27. Notice

Notices shall be in writing and effective when delivered to Sponsor at : Ameriprise Financial Services, Inc., 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.

28. 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.

29. 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. 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 29 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.

30. 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.

31. 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. For example, the terms of the SPS *Advantage* Additional Terms section are additional terms that apply to SPS *Advantage* Accounts.

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"). Any Non-Advisory assets, other than annuities associated with the account primarily for statementing purposes, 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 purchased and/or 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 and the Brokerage Agreement will govern such assets.

Your investment in annuities may be associated with your SPS *Advantage* Account, primarily for statementing purposes. However, the dollar value of any annuity is not part of the investment advisory services and is not included in the Asset-based Fee calculation. In addition, you will not receive

recommendations regarding annuities 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 financial advisor 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) assist you in your selection of an SPS *Advantage* Account; (iii) at least annually, consult with you to determine whether there have been any changes in your Client Information or investment objectives; and (iv) at least annually, analyze and assess 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). However, an SPS *Advantage* Account is not appropriate for day trading, highly active traders, or other excessive trading activity (solicited or unsolicited), including trading mutual funds based on market timing.

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.

3. 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.

4. 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.

An IRA Account is considered dormant under the following circumstances 1) a traditional IRA is fully converted to an Ameriprise Roth IRA or 2) a Roth IRA fully recharacterized to an Ameriprise Traditional IRA. If your financial advisor anticipates that your IRA Account will be dormant for a period of 13 or fewer months, at the time of account conversion/recharacterization your advisor can request that it remain open to deposit funds at the Asset-based Fee rate in effect when the

SPS *Advantage* Account became dormant. By depositing funds in the account, you agree to that fee as well as all current provisions of this Agreement. You are encouraged to request the most recent Disclosure Brochure or Combined Disclosure Brochure, as applicable, and this Agreement from your financial advisor to review the provisions.

5. 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 5. 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.

6. 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 Option to meet fee requirements. As specified in Section 18 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.

7. 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.

8. Additional Asset-based Fee Deduction Terms

You must maintain enough assets in your Sweep Option such that the cash value of your Sweep Option is equal to your annual Asset-based Fee to ensure you have sufficient assets to cover future Asset-based Fee payments. If the value of your Sweep Option 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 Option 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 Option 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.

9. Undeliverable Mail

In the case of undeliverable/returned mail, Sponsor will place a hold on all trades in your SPS *Advantage*

Account while your financial advisor works 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 hold on all solicited trades in your SPS *Advantage* Account and temporarily stop assessing the Asset-based Fee. If you provide us with a valid address within 45 days of the letter, we will remove the hold from your SPS *Advantage* Account and the Asset-based Fee will resume. If we do not hear from you, Sponsor will terminate the Agreement and/or your SPS *Advantage* Account on the date indicated in the notice, will transfer the SPS *Advantage* Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

SPS Advisor Additional Terms

1. Overview of SPS Advisor

By signing this Agreement, you give your 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.

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 or Ameriprise Financial Planning Service, 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. SPS Advisor is an investment advisory service for clients who seek investment advice on specific assets and are willing to pay for that advice.

Your investment in an annuity may be associated with your SPS Advisor Account(s), primarily for statementing purposes however, annuities are not part of the investment advisory services and are not included in the Asset-based Fee calculation. For a full understanding of what is included in the calculation, see Section 9 of Part I. In addition, you will not receive recommendations regarding these annuities as part of your SPS Advisor service and your SPS Discretionary Advisor does not take discretion over these investments. Non-Advisory assets are not allowed to be held in SPS Advisor. Any Non-Advisory asset, other than annuities associated with the account primarily for statementing purposes, 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 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 and the Brokerage Agreement will govern such assets.

A. SPS Advisor Services: Sponsor will provide you with investment advisory services through one or more of its financial advisors. Your financial advisor 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); (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; and (iii) at least annually, analyze and assess 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 suitable 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: SPS Advisor Accounts subject to the 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.

With respect to any mutual fund of which Sponsor or an affiliate is the investment adviser, you acknowledge and agree that Sponsor and your financial advisor may not recommend such mutual funds to your SPS Advisor Retirement Account.

Trustee-directed retirement plans are not allowed to hold mutual funds of which Sponsor or an affiliate are the investment adviser in SPS Advisor Accounts. Any such mutual fund transferred into a plan's qualified SPS Advisor 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.

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, management of your SPS Advisor Account and will review the SPS Advisor Account with you at least annually.

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 Option 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.

An IRA Account is considered dormant under the following circumstances 1) a traditional IRA is fully converted to an Ameriprise Roth IRA or 2) a Roth IRA

fully recharacterized to an Ameriprise Traditional IRA. If your financial advisor anticipates that your IRA Account will be dormant for a period of 13 or fewer months, at the time of account conversion/recharacterization your advisor can request that it remain open to deposit funds at the Asset-based Fee rate in effect when the SPS Advisor Account became dormant. By depositing funds in the account, you agree to that fee as well as all current provisions of this Agreement including discretionary management of the SPS Advisor Account by your SPS Discretionary Advisor. You are encouraged to request the most recent Brochure and this Agreement from your financial advisor to review the provisions.

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 7. 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. 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 must maintain enough assets in your Sweep Option such that the cash value of your Sweep Option is equal to your annual Asset-based Fee to ensure you have sufficient assets to cover future Asset-based Fee payments. If the value of your Sweep Option 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 Option 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.

9. Undeliverable Mail

In the case of undeliverable/returned mail, Sponsor will stop actively managing your Account while your financial advisor works 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 hold on your Account and temporarily stop assessing the Asset-based Fee. If you provide us with a valid address within forty-five (45) days of the letter, we will remove the hold from your Account and the Asset-based Fee will resume. If we do not hear from you, Sponsor will terminate the Agreement and/or SPS Advisor Account on the date indicated in the notice, will transfer the SPS Advisor

Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

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, which for *Active Opportunity Portfolios*[®], includes Sponsor. *Active Portfolios* investments includes both affiliated and unaffiliated funds.

Effective September 2019, *Active Opportunity Portfolios*[®] will be reorganized into the Select Separate Account Program, and will be offered as Select ETF Portfolios. Asset-based Fees will not change as a result of this reorganization, however, after conversion, Manager Fee rates will be subject to change as described in section 9B of Part I. Sponsor will calculate the breakdown of the fee components by first applying the Platform Fee, the applicable Manager Fee, and allocating the remaining portion of an Account(s) existing Asset-based Fee rate to the Advisory Fee. After this conversion, these Account(s) will continue to be governed by this Agreement, and the Select Separate Account Additional Terms section of Part II of this Agreement will apply.

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 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) assist you in your selection of an *Active Portfolios* investment; (iii) 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* Account(s); and (iv) at least annually, analyze and assess 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. If a withdrawal causes your *Active*

Portfolios Account to fall below the required minimum, Sponsor will notify you of the deficiency and provide you with the option of depositing additional funds to raise your Account balance above the required minimum, fully liquidate your Account assets or terminate your Account and transfer the assets to a Brokerage Account. Sponsor will also suspend the assessment of your Asset-based Fee once it sends you notice of the deficiency. If you do not take action to implement one of these options within 90 days of receiving such notice, Sponsor will terminate your *Active Portfolios* Account and transfer your assets to an Ameriprise Financial Brokerage Account. Sponsor reserves the right to adjust the required minimum and/or to suspend any liquidation that would cause the account to fall below the required minimum.

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 22 and 23 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.

5. Undeliverable Mail

In the case of undeliverable/returned mail, 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. At that time, Sponsor will stop actively managing your *Active Portfolios* Account and temporarily stop assessing the Asset-based Fee. If you provide us with a valid address within forty-five (45) days of the letter, we will remove the hold from your Account and the Asset-based Fee will resume. If we do not hear from you, Sponsor will terminate the Agreement and/or Account on the date indicated in the letter, will transfer the *Active Portfolios* Account assets to an Ameriprise Financial Brokerage Account

and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

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"). Select Separate Account is not available for tax-sheltered custodial accounts.

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 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) assist you in your Select Separate Account(s) selections; (iii) 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 Account(s); and (iv) at least annually, analyze and assess 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 you provide to your financial advisor at Account opening. 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. For Select Separate Account(s) where the Investment Manager serves as the discretionary investment manager, by signing the Relationship Application you (i) authorize the Investment Manager to receive the proxy-related materials for securities in that portion of your Account allocated to the Investment Manager; and (ii) delegate the authority to vote proxies to the Investment Manager. Investment Managers participating in the service 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. For these Select Separate Account(s), 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 Select Separate Account(s) assets may be invested. Sponsor will promptly forward all your Select Separate Account(s) proxy

solicitations to the Investment Manager in accordance with this Section 4A.

B. For Select Separate Account(s) where the Advisory Service Provider serves as a Model Provider, by signing the Relationship Application you (i) authorize us to receive the proxy-related materials for securities in that portion of your Account allocated to the Advisory Service Provider; and (ii) delegate the authority to vote proxies to Sponsor, who may further delegate those proxy voting rights to a third party proxy voting or advisory service. Sponsor 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.

C. Alternatively, you may express 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 by contacting your financial advisor at any time, including at account opening. Your financial advisor is not responsible for voting proxies, or 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 22 and 23 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.

6. Undeliverable Mail

In the case of undeliverable/returned mail, 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. At that time, Sponsor will stop actively managing your Account and temporarily stop assessing the Asset-based Fee. If you provide us with a valid address within forty-five (45) days of the letter, we will remove the hold from your Account and the Asset-based Fee will resume. If we do not hear from you, 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.

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 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) assist you in your selection of your Vista Separate Account investments; (iii) 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; and (iv) at least annually, analyze and assess 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.

Trustee-directed retirement plans are not allowed to hold mutual funds of which Sponsor or an affiliate are the investment adviser in Vista Separate Accounts. Any such mutual fund transferred into a plan's qualified Vista Separate Account will be transferred to an Ameriprise Financial Brokerage Account and will be governed by the Brokerage Agreement

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

Investnet pursuant to agreements entered between the Investnet Managers and Investnet. You authorize Investnet to enter into sub-management agreements with Investnet Managers for portfolio management services in connection with the management of the Vista Separate Accounts on terms and manner that Investnet deems appropriate. For certain Investnet Managers, Investnet has entered into a licensing agreement with the Investnet Manager, whereby Investnet performs administrative and/or trading duties pursuant to the direction of the Investnet Manager. In such situation the Investnet Manager is acting in the role of a model provider.

Investnet and/or Sponsor may recommend an asset allocation among the investment options in the Program and recommend investment vehicles and/or Investnet Managers within that asset allocation for your Vista Separate Accounts. In selecting investment vehicles and Investnet Managers for the Vista Separate Accounts, 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 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

By signing the Relationship Application, you (i) authorize the Investment Manager to receive the proxy-related materials, annual reports and other issuer-related materials for the securities in your account; and (ii) delegate the authority to vote proxies to the Investment Manager of your Vista Separate Account. Investnet will vote all proxies solicited by or with respect to the issuers of securities in which your Vista Separate Account Assets may be invested, in accordance with Investnet's proxy voting policies and procedures. 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 Vista Separate Account assets may be invested. Sponsor will promptly forward all proxy solicitations to Investnet in accordance with this Section 5. In addition, neither Sponsor, your financial advisor nor Investnet is responsible for any other corporate actions relating to the Vista Separate Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions.

Alternatively, you may express 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 by contacting your financial advisor at any time, including at account opening. Your financial advisor is not responsible for voting proxies, or 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 Investnet'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 22 and 23 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. Sponsor 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.

B. Termination by Sponsor or Investment

Manager: You understand and acknowledge that Sponsor may terminate Investnet and/or Investnet Manager's participation in the Vista Separate Account, and/or discontinue the Investnet Manager'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 successor 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.

7. Undeliverable Mail

In the case of undeliverable/returned mail, 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, we will rebate your Asset-based Fee for the previous 45 days and Sponsor will terminate the Agreement and/or Account on the date indicated in the letter, will transfer the Vista Separate Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

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 Investnet, 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 Investnet pursuant to the directions of one or more investment advisers.

This Agreement is made between Sponsor, Investnet and each of the Client(s) who signs the Relationship Application. Client understands that Investnet and Sponsor are not affiliated other than through jointly providing investment advisory services for the Investor Unified Account Program. Investnet 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 Investnet 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 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) assist you in your selection of Program investments; (iii) 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 and (iv) at least annually, analyze and assess 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 Envestnet:

Envestnet 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 Envestnet Managers pursuant to agreements entered into between Envestnet and the Envestnet Managers. The Envestnet Managers available within the Program entered into a licensing agreement with Envestnet, whereby Envestnet performs administrative and/or trading duties pursuant to the direction of Envestnet Manager. In such situation the Envestnet Manager acts as a model provider and Envestnet 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 Envestnet and Sponsor, as well as the Envestnet Management Agreement between Envestnet and the Envestnet 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

Trustee-directed retirement plans are not allowed to hold mutual funds of which Sponsor or an affiliate are the investment adviser in Investor Unified Accounts. Any such mutual fund transferred into a plan's qualified Investor Unified Account will be transferred to an Ameriprise Financial Brokerage Account and will be governed by the Brokerage Agreement.

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 Envestnet as Investment Manager and hereby grant Envestnet 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 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 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 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 and/or the Envestnet Manager. 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 Investor Unified Account(s). You grant Sponsor trading discretion to

implement securities transactions in your Investor Unified Account(s) as instructed by Envestnet.

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 Envestnet will independently determine, in their discretion, whether to accept or reject an Investor Unified Account(s).

In order to give Envestnet the requisite authority to retain Envestnet Managers on your behalf and to trade the Investor Unified Account Program Assets directly, you grant Envestnet 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 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 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

By signing the Relationship Application, you (i) authorize the Investment Manager to receive the proxy-related materials, annual reports and other issuer-related materials for the securities in your account; and (ii) delegate the authority to vote proxies for the securities in your account to the Investment Manager of your Investor Unified Account. Envestnet will vote all proxies solicited by or with respect to the issuers of securities in which your Investor Unified Account assets may be invested in accordance with Envestnet's proxy voting policies and procedures. 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 Investor Unified Account assets may be invested. Neither Sponsor, your financial advisor, nor Envestnet is responsible for any other corporate actions relating to the Investor Unified Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions. Sponsor will promptly forward all proxy solicitations to Envestnet in accordance with this Section 5.

Alternatively, you may express 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 by contacting your financial advisor at any time, including at account opening. Your financial advisor is not responsible for voting proxies, or 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 22 and 23 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.

7. Undeliverable Mail

In the case of undeliverable/returned mail, 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, we will rebate your Asset-based Fee for the previous 45 days and Sponsor will terminate the Agreement and/or Account on the date indicated in the letter, will transfer the Investor Unified Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.

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). 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: Your financial advisor will provide you with investment advisory services through one or more of its financial advisor(s). Sponsor 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) assist you in your selection of Program investments; (iii) 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 and (iv) at least annually, analyze and assess your Account, including the performance of your Access 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

Trustee-directed retirement plans are not allowed to hold mutual funds of which Sponsor or an affiliate are the investment adviser in Access Accounts. Any such mutual fund transferred into a plan's qualified Access Account will be transferred to an Ameriprise Financial Brokerage Account and will be governed by the Brokerage Agreement.

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 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 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

By signing the Relationship Application, you (i) authorize the Investment Manager to receive the proxy-related materials, annual reports and other issuer-related materials for the securities in your account; and (ii) delegate the authority to vote proxies for the securities in your account to the Investment Manager of your Access Account. Envestnet will vote all proxies solicited by or with respect to the issuers of securities in which your Access Account assets may be invested, in accordance with Envestnet's proxy voting policies and procedures. 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 Access Account assets may be invested. Neither Sponsor, your financial advisor, nor Envestnet is responsible for any other corporate actions relating to the Access Account(s) including administrative filings such as proofs of claims related to bankruptcy or claims in class actions. Sponsor will promptly forward all proxy solicitations to Envestnet in accordance with this Section 4.

Alternatively, you may express 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 by contacting your financial advisor at any time, including at account opening. Your financial advisor is not responsible for voting proxies, or 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 Envestnet and/or the Envestnet Manager's authority with respect to any or all of the assets in your Access Accounts at any time by providing appropriate notice to Sponsor as described in Sections 22 and 23 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 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 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 Envestnet 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 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.

6. Undeliverable Mail

In the case of undeliverable/returned mail, 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, we will rebate your Asset-based Fee for the previous 45 days and Sponsor will terminate the Agreement and/or Account on the date

indicated in the letter, will transfer the Assess Account assets to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern your relationship with Ameriprise Financial.