

Ameriprise[®] Access Account Program Client Agreement



1. Overview of Access Account Program

Ameriprise Financial Services, Inc. offers several types of managed accounts (“Managed Accounts”) which Ameriprise Financial Services, Inc. (“Ameriprise Financial” or “Sponsor”) is the Sponsor and for which you will pay an asset-based fee (“Wrap Fee”) for investment advisory services, the execution of transactions as well as other applicable fees and expenses. Access Accounts are offered through the Managed Accounts Client Disclosure Brochure (“Disclosure Brochure”) or Managed Accounts and Financial Planning Service Combined Disclosure Brochure (“Combined Disclosure Brochure”), as applicable. The Ameriprise[®] Access Account (“Access Account” or “Program”) program is a discretionary investment advisory service that accommodates a variety of actively managed portfolios that contain mutual funds and/or exchange-traded funds (“ETFs”) that are transferred to Sponsor from another firm. These portfolios are managed by third-party strategists (“Strategist”), offered by Sponsor and made available by the platform manager Investnet Asset Management, Inc. (“Investnet”), an investment adviser registered under the Investment Advisers Act of 1940, as amended (“Advisers Act”). If you currently hold an Access Account portfolio, you may add new contributions to your existing account(s).

This Ameriprise Access Account Client Agreement (“Agreement”) is part of the Access Account Account Application (“Application”) and supplements the Investnet Statement of Investment Selection (“SIS”). The Ameriprise Brokerage Client Agreement and the Other Important Brokerage Disclosures Document are collectively referred to as the “Brokerage Agreement”. The Brokerage Agreement, and the Disclosure Brochure or Combined Disclosure Brochure, as applicable, are incorporated by this reference (the Application, SIS, and the Brokerage Agreement are collectively referred to as the “Related Documents”), and supplement this Agreement and form the contract governing your relationship with Ameriprise Financial.

This Agreement is made between Sponsor, Investnet and each of the client(s) (“Client”) who signs the Application. Client understands that Investnet and Sponsor are not affiliated other than through jointly providing investment advisory services to the 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 investment managers or investment products. Client wishes to participate in the Program with respect to certain portions of the Client’s assets (“Program Assets”).

If any of the terms of this Agreement conflict with the terms of the Related Documents, as amended, this Agreement will control. If there is any conflict between the terms of this Agreement, the Related Documents, and the Disclosure Brochure or Combined Disclosure Brochure, as applicable, the applicable Disclosure Brochure will control. When used

in this Agreement, the terms “you”, “your” and “yours” refer to each of the client(s) named in the Application and the term “Account” or “Program Account” refers to each of your Program Accounts.

Certain ineligible securities, as further discussed in the Disclosure Brochure or Combined Disclosure Brochure, as applicable, may be transferred to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such assets.

Sponsor also offers a consolidated advisory fee service for which you will receive Ameriprise Financial Planning Services (“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 that will be billed quarterly, in advance. If you elect this option with an Access Account, you will receive material elements of the financial planning process and the Access Account service.

2. Appropriateness of Access Account Program

Before selecting the Program, you should consider, among other things, the costs and potential benefits of the account, your investment objectives and time horizon. The cost you pay for the Program may be more or less than if you were to purchase the investment advisory services and the investment products separately. These costs, among other things, should be considered when deciding whether the Program is appropriate for you. If you elect to engage in a consolidated advisory fee relationship, the cost that you pay for the combined service may be more or less than if you purchased AFPS separately. Sponsor will determine whether an Access Account is suitable upon account opening and thereafter. Read the terms of this Agreement, as well as the Application and Disclosure Brochure or Combined Disclosure Brochure, for more information regarding Access Account fees and expenses, and the consolidated advisory fee.

The Program is available to individual investors, corporate entities and tax-qualified accounts. Sponsor, in its own discretion, may offer certain account types to certain clients.

The Wrap Fees you pay will reduce the overall value of your Access Account. In addition to the Wrap Fee, there may be underlying expenses associated with the investments held in your Account.

3. Use of Terms

Investment Manager: Investment Manager refers to Investnet and each Strategist you select, as outlined in Section 5 (“Selection and Appointment of Investment Manager, and Sweep”), to provide discretionary investment advisory services for your Program Account.

Household: “Household” is defined as an individual, his or her spouse or domestic partner, and the unmarried children under age 21 who reside at the same address.

4. Access Account Program Services and other Relationship Services

A. Access Account: Sponsor will provide you with investment advisory services through one or more of its financial advisor(s). Sponsor will (i) assist you in defining your financial and risk profile information (“Client Information”) and any investment objectives that will help form the basis for the management of your Account; (ii) assist you in your selection of Program investments; (iii) at least once per calendar year, consult with you to determine whether there have been any changes in your Client Information, investment objectives, or any reasonable stock and/or sector restrictions (“Reasonable Restrictions”) that you may have placed on the management of your Program Accounts and (iv) at least once per calendar year, analyze and assess your Program Account, including the performance of your Program 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. Financial Planning Services: In addition, if you elect to engage in a consolidated advisory fee relationship, 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.

C. 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 Section 8 and elsewhere in this Agreement.

D. Discretionary Services Provided by Investment Manager: The Investment Manager you select will provide you with discretionary asset management services according to the investment strategy you select and the related investment objectives, and Reasonable Restrictions you may impose on the management of your Access Account(s). The Program is managed by Envestnet and Strategist pursuant to agreements entered into by Envestnet and Strategist. Generally, the Master Services Agreement between Envestnet and Sponsor, as well as the Strategist Management Agreement between Envestnet and Strategist will govern the provision of these services. As a

discretionary investment advisory service, client-directed trading is not permitted in your Account.

5. Selection and Appointment of Investment Manager

You may transfer an existing strategist portfolio account from another firm to Ameriprise if the Strategist is available on the Envestnet platform. By completing and signing the Application and SIS, you understand that based on information provided within the Application and SIS, the Strategist will independently determine, in its sole discretion, whether to accept or reject the Account(s) with respect to the Access Account Program.

You appoint Envestnet and Strategist as Investment Manager and hereby grant Envestnet 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 Envestnet 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. You acknowledge and agree that Envestnet 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 Account.

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

6. Information and Instructions Provided by You

A. Client Information: You, with assistance of your financial advisor, completed the required investment profile questionnaire provided to you by Sponsor. You certify to Sponsor and Envestnet that you have completely and accurately provided information regarding your financial condition and investment objectives. You acknowledge and agree that Sponsor and Envestnet base their recommendations and decisions for you based on information that you provided and that Sponsor, Envestnet and any Strategist retained by Envestnet may rely on such information. You agree to inform Sponsor promptly in writing of any change in your Client Information, and/or other information in the Application. Sponsor will inform Envestnet, as applicable, promptly of any material change in your Client Information. You further agree to notify Sponsor if your financial condition and/or investment objectives change. You understand that your failure to provide Sponsor with current, accurate information could adversely affect Sponsor’s and/or Envestnet’s ability to effectively allocate your assets within the Program.

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 (“Master Funding Account”) collectively, the Accounts (“Accounts”).

B. Reasonable Restrictions: You acknowledge that you may impose Reasonable Restrictions on the management of your Access Account by completing and signing the appropriate document. You understand that any Reasonable Restrictions imposed on the management of your Access Account may cause Envestnet to deviate from investment decisions Envestnet would otherwise make in managing your Access Account(s) and, accordingly, may negatively impact or otherwise affect performance. You understand and agree that Envestnet may choose not to accept your Access Account, if in its sole discretion, it determines that the restrictions you wish to impose are unreasonable or would otherwise prevent it from implementing the investment strategy in question. You agree to inform Sponsor promptly, in writing, of any change in your Reasonable Restrictions. Sponsor will inform Envestnet promptly of any change in your Reasonable Restrictions. Any changes in Reasonable Restrictions will not be binding on Envestnet and/or the applicable Strategist until they are received and accepted by Envestnet and/or the applicable Strategist.

C. Client Instructions: Sponsor is authorized to follow your instructions (e.g. liquidation, strategy changes) regarding your Access Account, 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 you or your authorized agent's instructions. 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 Ameriprise Brokerage Client Agreement and in the Other Important Brokerage Disclosures document. 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 to give the Envestnet and/or the Strategist of your Access Account full and complete discretion to manage and full power and authority to act on behalf of your Access Account.

7. Fees and Expenses

A. Wrap Fees: Sponsor will charge you a Wrap Fee, negotiated between you and your financial advisor, for investment advisory services and the execution of transactions and other related services in your Account. If you have a consolidated advisory fee relationship, the

Wrap Fee includes your fee for the financial planning services that your financial advisor provides. Sponsor will allocate a portion of the Wrap Fee to your financial advisor, the Envestnet and/or the selected Strategist(s). All fees, including Wrap Fees, are subject to change upon written notice from Sponsor as described in Sections 15 and 18. The maximum annual Gross Wrap Fee that Sponsor may charge is 3.00% of the total assets within your Program Account. Your Gross Wrap Fee is comprised of the wrap fee you negotiate with your financial advisor plus the Sponsor Fixed Fee. For more information about these fees and how they work, refer to the Disclosure Brochure or Combined Disclosure Brochure. The maximum annual net Wrap Fee is 2.25%

You can renegotiate your Wrap Fee with your financial advisor. If your net Wrap Fee is renegotiated, your financial advisor will complete the appropriate documents reflecting the new Wrap Fee and you will be required to sign the document if the fee increases. Your financial advisor or Sponsor may reduce or reallocate (in the case of consolidated advisory accounts) your existing Wrap Fee. The Wrap Fee will be effective at the start of the next billing period following the period in which the written documentation is received and accepted by Sponsor. Sponsor will notify you of the change. All fees, including Wrap Fees, are subject to change upon written notice from Sponsor as described in Section 15. Over time your Access Account may grow to a point where your current Wrap Fee is outside of the maximum Wrap Fee for your asset level; if this occurs, Sponsor will reduce your Wrap Fee to the maximum of the next asset level at the next billing cycle. If you wish to include your financial planning fees within your IRA wrap fee under this service, you will need to specify a non-qualified account to pay the combined fee. The Sponsor may assess a \$600 minimum Wrap Fee on Program Accounts within a Household.

i) Billing Cycle: The Wrap Fee is calculated quarterly and is payable at the beginning of the billing period.

ii) Wrap Fee and Other Fee Deductions: You authorize Sponsor to instruct the custodian of your Accounts to pay any and all fees and expenses (including the Wrap Fee), when due, directly from the assets held in your Sweep Account 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, including the amount of withdrawals for fees and expenses. If the balance in your Sweep Account is insufficient to cover such fees and expenses, you authorize Sponsor to instruct the custodian to liquidate securities and other assets held in the Account(s) to pay such fees and expenses. You will continue to pay the Wrap 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.

The tax treatment of any wrap fee (which could include financial planning services) may depend on the services covered by the fee, the kind of assets in your account, and your tax circumstances. See your tax advisor for more details.

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).

iii) Wrap Fees Associated with Additions and

Withdrawals: If you make a deposit of additional assets into your Account(s) during a Wrap Fee period, you may pay an additional Wrap Fee. The Wrap Fee will be based on the market value of the account including the additional assets and the Wrap Fee rate for that market value. The Wrap Fee will be calculated based on the date of the contribution and pro-rated for the number of days remaining in that Wrap Fee period. The Wrap Fee will be applied to your Account the month following your contribution.

You may make partial withdrawals from your Account. Partial withdrawals from your Account should be in amounts not less than \$5,000 and may not reduce your Account value below the Investment Manager’s strategy minimum. With respect to partial withdrawals from or termination of your Account, you may request that Sponsor distribute the assets in the form of cash or securities. You, either directly or through your financial advisor, may make partial withdrawal and termination requests in writing or by telephone. Due to expenses associated with administering them, Sponsor will not make pro rata adjustments to or refund prepaid Wrap Fees with respect to partial withdrawals of less than \$10,000 from your Account during any Wrap Fee period. In general, distributions exceeding this amount may result in a pro rata adjustment or refund of your prepaid Wrap Fees.

In connection with any withdrawal, 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. In addition, reasonable processing time may be required in connection with any withdrawal request. Accounts that have partial withdrawals that cause the market value of an Account to fall below the stated minimum balance requirement may be subject to termination. Any final Wrap Fee will apply to all terminated Accounts.

iv) Valuation: For purposes of computing the Wrap 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. Your initial Wrap Fee will be deducted from each Account upon acceptance of the Account by Sponsor, and will be based on the market value of the assets

in the Account on the Account opening date, adjusted proportionately to reflect the number of days remaining in the initial billing cycle. The Sponsor will calculate the Wrap 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 Wrap Fee based on the period of time during the billing period that the Account was open, and Sponsor will return to you any unused portion of the Wrap Fee paid in advance, less any applicable distribution fee described in Section 16.

B. Other Fees and Expenses: You understand and acknowledge that the Wrap Fee does not include, and you will be responsible and charged separately for, commissions or transaction costs for client trade orders effected through a broker-dealer other than Sponsor’s clearing agent AEIS; transaction fees relating to any foreign securities other than American Depositary Receipts (ADR), ADR issuance and annual depository fees, the entire public offering price, including underwriting commissions or discounts, on securities purchased from an underwriter or dealer involved in a distribution of securities; fees and expenses associated with the underlying money market instrument (if eligible) used as the Sweep Option; underlying ETF and mutual fund management fees; 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. You also understand and acknowledge that you may also be subject to additional fees, depending on the optional products, services or features that may be available in connection with your Program Accounts from time to time.

C. Other Fees Received by Sponsor/Financial Advisor: In addition to the Wrap Fee, AEIS receives payments for marketing and distribution support, also commonly known as cost reimbursement, when you purchase shares of mutual funds that participate in our program as either Full Participation, Limited Participation, or Distribution Support firms. To participate in our program, fund families agree to pay AEIS a portion of the revenue generated from the sale and/or management of fund shares. Full Participation firms pay revenue sharing at a higher level than do other participating firms. AEIS receives payments when you purchase products for which we, or our affiliates, have similar financial arrangements, such as annuity products, insurance products and Alternative Investments (such as REITS, funds of hedge funds, structured CDs and notes, and managed futures). 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 conflicts of interest and incentives.

D. Sweep Option: You understand and acknowledge that the Sweep Option may have its own expenses. The banks that participate in the insured money market account Sweep Option may compensate our affiliated clearing firm,

AEIS, for deposits placed at the bank(s). 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.

8. Brokerage, Custody and Execution Services; Dividends and Distributions

A. Custody of Securities: AEIS will act as custodian of the Program 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 your Account on an agency basis through AEIS. You understand that the negotiated Wrap Fee for each 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 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 and Distributions: Generally, all mutual fund dividends received will be reinvested, unless Sponsor and you agree to have such income deposited into another Ameriprise account or distributed directly to you. Equity dividends cannot be reinvested; they will be deposited into your Sweep Option. If you do not direct Sponsor to distribute the dividends to another account the dividends will be reinvested at the direction of Envestnet and/or the Envestnet Managers.

E. Margin: Margin is not available in the Access Account Program.

9. 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 Investment Manager’s obligation to seek

best execution on the particular transaction. In making such an allocation, 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 Wrap 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 Investment Manager with respect to all transactions in the Program Account, and you acknowledge and agree that Investment Manager may attempt to group orders among its clients where consistent with Investment Manager obligation to seek best execution. You understand and agree that 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.

10. Confirmations and Reports

With respect to your Account(s), unless you direct otherwise, Sponsor will send you trade confirmations and consolidated statements at least quarterly. You may elect to waive the right to receive trade confirmations upon the completion of each transaction in your Program Account(s). If you make this election, Sponsor will, upon Sponsor’s approval of such election, send trade confirmations only to Envestnet and/or the Envestnet Manager and you will be able to view information regarding such transactions on the consolidated statements sent to you and on ameriprise.com. Your Wrap 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 the Program. You may rescind this election at any time by providing Sponsor with a new written election.

Your Wrap Fee (which will include consolidated advisory fee, if applicable) will appear in the Access Account transaction section of the consolidated statement.

11. Deposits and Distributions upon Withdrawal or Termination

In connection with any withdrawal from your Access Account, 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. You may make partial withdrawals from your Access Account. Partial withdrawals from your Account should be in amounts not less than \$5,000 and may not reduce your Account value below the Program account minimum. With respect to terminations, you may request that Sponsor distribute the assets in the form of cash or securities. You, either directly or through your financial advisor, may make partial withdrawal and 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 within two (2) weeks following receipt of your 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 be transferred. 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.

12. Service for Other Clients

You understand and agree that Sponsor, Envestnet and their 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.

13. 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.

14. 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. 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”).

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 Account(s); and you are solely responsible for determining whether and to what extent an Access Account is appropriate for you.

You represent, warrant and covenant that:

- Any brokerage transaction in a Access Account that is directed to AEIS and the agreed upon Wrap Fee 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, Envestnet, the Investment Manager and their respective affiliates is reasonable;
- You are independent of us, our affiliates, Envestnet, any Investment Manager 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, Envestnet, the Investment Manager and their respective affiliates, and the Strategist, are not responsible for plan administration or, except to the extent otherwise agreed to in writing by Sponsor, your financial advisor, the Investment Manager or any of their respective affiliates and you, for performing any other duties that are not expressly set forth in this Agreement;
- If Sponsor or any of Sponsor’s affiliates receive any payment, such as sub transfer agent fees or other fees to cover the cost of providing administrative services or other secondary services that would otherwise be provided or contracted for in connection with your investment, such payment will be retained by Sponsor or by Sponsor’s affiliate;
- 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 the Account 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 the Account, 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 if any investments made for the Account are inconsistent with such documents. The compliance of any recommendation or investment made for a Program Account 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 6B of this Agreement for information relating to Reasonable Restrictions.

With respect to any mutual fund of which Sponsor or an affiliate are 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 are subject to no limitations with respect to identifying potential investments in such mutual funds.

In the event of your breach of any portion of this Section 14, Sponsor may immediately terminate this Agreement.

15. Amendment of Agreement/Modification of Services

Sponsor may amend or otherwise modify this Agreement, including any features of the Program, in its sole discretion, by mailing you a written notice or a new Agreement or, if you enrolled for such notice via electronic delivery, by posting such amendments or modifications online. Any such amendments or modification will be effective as of the date Sponsor establishes as outlined in the notice. Unless you terminate this Agreement pursuant to Section 16 below, your continued enrollment in the Program after such notice will indicate your acceptance of the amendments and/or modifications. This Agreement is not subject to any oral modifications. Please see Sections 17 and 18 of this Agreement for information (including notice requirements) relating to the termination and reappointment of Investment Managers.

Additionally, if you engaged in a consolidated advisory fee relationship, this Agreement, together with (1) any future fee amendment form(s) signed by you and your financial advisor, and (2) any changes to your goals and financial planning areas discussed between you and your financial advisor, represents the entire Agreement between you and Sponsor. Amendments to the total consolidated advisory fee must be in writing and signed by you and Sponsor. You and your advisor may verbally agree to change the allocation between AFPS and the Managed Account that make up the consolidated advisory relationship. You must re-engage in a consolidated advisory fee relationship if: (1) you and your financial advisor determine to restart the initial year of the financial planning service; or (2) if there is a change in owners or parties.

16. Effective and Termination Dates of Agreement

This Agreement will take effect when it is accepted by Sponsor, and such acceptance may be evidenced by internal records maintained by us. Sponsor may refuse to accept any account at its sole discretion.

Sponsor will commence 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.

Depending on the manner of distribution, you may be charged applicable fees as set out in the Brokerage Application.

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 transaction-based brokerage (brokerage) account and the Brokerage Agreement will govern your relationship with Ameriprise Financial. In the case of undeliverable/returned mail, Sponsor will make a good faith effort, to the extent required by law, to provide you with prior written notice. However, this will not delay termination of the Agreement and/or Account by Sponsor on the date indicated in the notice.

In the event Sponsor terminates the Agreement and/or Account, it will charge your final Account Wrap Fees, depending on your billing choice, for the most recent billing cycle that you were enrolled in the Account as described in Section 7. Immediately upon termination of this Agreement, your eligibility to receive the services (including financial planning services through a consolidated advisory fee relationship) will cease, but termination of your Agreement will not, by itself, close your Account or terminate your Brokerage Agreement. Such accounts will not be assessed a Wrap Fee, nor will you receive investment advisory services. Following termination of the Agreement and/or Account(s), each of your Accounts will be maintained and governed by your Application and your Brokerage Agreement and any portions of this Agreement that survive such termination.

17. Termination and Reappointment of Investment Manager Services

A. Termination and Reappointment by You: You may terminate Envestnet's authority with respect to any or all of the assets in your Access Accounts at any time by providing appropriate notice to Sponsor as described in Sections 16 and 18. 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 Strategist's portion of the Program Account to the new Strategist's model as soon as is reasonably practicable after receiving any necessary documentation.

If you are engaged in a consolidated advisory fee relationship, 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 Wrap 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 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. 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 Strategist is removed, or the provision of services to you with respect to a Program Account is discontinued, you will need to elect a successor Envestnet Manager. You must complete and sign 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 Services brokerage account over which neither Sponsor, Envestnet, nor the terminated Envestnet Manager has investment discretion.

18. Receipt by You of Disclosure Documents

A. Sponsor's and Investment Manager's Disclosure

Brochures: You acknowledge that you have received a copy of the Sponsor's Disclosure Brochure or Combined Disclosure Brochure, as applicable, and Envestnet's Form ADV Part II and each applicable Strategist Form ADV Part II or other brochure meeting the requirements of Rule 204-3 under the Adviser's Act ("Investment Manager Disclosure Brochure"). If you did not receive these disclosure brochure(s) at least 48 hours prior to entering into this Agreement, you may terminate this Agreement and/or Envestnet's authority without penalty within five (5) business days of Sponsor's acceptance of this Agreement by sending Sponsor written notice of your decision to terminate. Notifications should be sent to: Ameriprise Financial Services, Inc., 70100 Ameriprise Financial Center, Minneapolis, MN 55474. In this event, you will receive a full refund of any prepaid Wrap Fee and Sponsor will return any assets deposited by you into the Program.

B. Additional Disclosure Documents: Additionally, important information with respect to many of the products and securities is contained in their respective disclosure documents, including fact sheets and prospectuses or other offering or disclosure documents (collectively referred to as the "prospectus" or "prospectuses"); please read the fact sheets carefully before participating or investing in these products, review any prospectuses provided, and keep these disclosure documents for future reference. As a part of the service, your advisor will provide you with the applicable fact sheets and Sponsor will provide you with applicable prospectuses.

19. Representations, Warranties and Covenants of Client

All of the information you provide in this Agreement and the Application (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 Program 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, electronic (including, but not limited to, email and facsimile) instructions for redemptions and surrenders from your financial advisor or your financial advisor's registered support staff.

20. Acknowledgements of Client

You understand and acknowledge that: Investment Manager 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, the Investment Manager or 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.

Investment Manager and Sponsor and its affiliates are subject to these limitations. As a result, you may be limited or prevented from acquiring securities of an issuer that

Investment Manager and Sponsor may otherwise prefer to purchase in your account because Investment Manager or Sponsor has discretionary authority. It is possible that these ownership limitations could cause performance dispersion among accounts of clients who have chosen the same investment strategy. Similarly, 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 Investment Manager or Sponsor and its affiliates for risk management reasons.

Other products, services and features included in or made available through a Managed Account typically have their own fees, expenses, terms, conditions and disclosure documents. 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, the Sponsor, your financial advisor, Envestnet and the Strategist do not give tax advice. The discretionary services described in this Agreement for the Program will be provided solely by Envestnet. Envestnet will not be a sub-adviser 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 Strategist. To the extent Envestnet directs transactions for execution with or through broker-dealers other than AEIS, you will incur additional transaction costs. The services performed pursuant to this Agreement will have no effect on assets not in your Program Account, and none of Sponsor, your financial advisor, nor will Envestnet have responsibility for such other assets under this Agreement. The products and securities included in or made available in a Program Account may have their own terms, conditions, and/or service agreements. In the event of a conflict between the terms of this Agreement and any other such agreement, this Agreement will control with respect to the Program Accounts and such other agreement shall control with respect to the products and securities. Additionally, important information with respect to many of the products and securities is contained in their respective disclosure documents, including strategy profiles; please read these documents carefully before participating or investing in these products and securities and keep them for future reference. As a part of the Program, your advisor will provide you with Envestnet's proposal containing the applicable investment profiles and SIS.

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. 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 Sponsor to convert Class A mutual funds, as well as other mutual fund share classes that pay a 12b-1 shareholder servicing fee, to an equivalent Advisory Share class. Shares will convert to an Advisory Share class where one is available to Sponsor through a selling agreement and the mutual fund company allows the conversion to be processed on a tax-free exchange basis. This includes mutual fund shares that you transfer into your Account.

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 propose that may affect the development of your financial plan.

21. 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 Envestnet or any third party prior to dissemination for use as or in marketing, including performance marketing, sales literature, contracts, forms and other documents relating to Program Accounts.

22. Proxies and Corporate Actions

You have the right to vote proxies on the securities held in your Account or you may delegate the authority to vote proxies on your behalf to another person. Alternatively, you may delegate the authority to vote proxies to the Investment Manager (Envestnet). Envestnet will vote all proxies solicited by or with respect to the issuers of securities in which your 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 Account assets may be invested. Sponsor will promptly forward all proxy solicitations to Envestnet in accordance with this Section 22. In addition, neither Sponsor, your financial advisor nor Envestnet 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.

23. Notice

Notices shall be in writing and effective when delivered to Sponsor at the address set forth in Section 18 of this Agreement and to you at the address set forth in the Application.

24. Limitation of Liability

Neither Sponsor, Envestnet, or 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 Program Account or investments and/or products purchased, sold or held in the Program Account, 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, Envestnet 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 Envestnet warrants any rate of return, market value or performance of any Program Account assets. Sponsor shall not be responsible for any loss caused by any act or omission of any broker-dealer or Investment Manager; provided, however, that with respect to any broker-dealer selected by Sponsor, Sponsor has acted prudently in such selection. Envestnet 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 Envestnet, Envestnet 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.

25. Arbitration

This Agreement contains a predispute arbitration clause. By signing the Account Application, which includes this Agreement, the parties agree as follows:

(A) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

By reading and accepting the terms of this Agreement, you acknowledge that, in accordance with this Arbitration section, you agree in advance to arbitrate any controversies that may arise with the Sponsor or AEIS. You agree that all controversies that arise between us (including but not limited to those related to your brokerage account and any service or advice provided by a broker or representative), whether arising before, on or after the date you opened your Account shall be determined by arbitration in accordance with the terms of this Agreement and the rules then prevailing of the Financial Industry Regulatory Authority.

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 all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under this Agreement, and such time limits are hereby incorporated by reference.

Therefore, to the extent that a dispute, claim, or controversy arises under this Agreement and would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. The parties agree that venue and personal jurisdiction is proper in Minneapolis, Minnesota.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce any agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. This paragraph does not constitute a waiver of any right of private claim or cause of action provided by the Advisers Act, as amended.

26. 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 the Account on your behalf.

In addition, to the extent the 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.

27. Miscellaneous

A. Governing Law: Except to the extent superseded by applicable federal law, 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.