

Ameriprise[®] Strategic Portfolio Service Advantage Client Agreement



1. Overview of Ameriprise Managed Accounts

Ameriprise Financial Services, Inc. offers several types of managed accounts (“Managed Accounts”) of 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 and related services, as well as other applicable fees and expenses. These services are offered through the *Ameriprise Managed Accounts Client Disclosure Brochure* (“Disclosure Brochure”) or the *Ameriprise Managed Accounts and Financial Planning Service Combined Disclosure Brochure* (“Combined Disclosure Brochure”), as applicable. Strategic Portfolio Service *Advantage* (“SPS *Advantage*”) is one type of managed account Ameriprise Financial offers.

This *Ameriprise SPS Advantage Client Agreement* (“Agreement”) is part of the *SPS Advantage Application* (“Application”). 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 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 and each of the client(s) (“Client”) who signs the Application. 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” refers to each of your *SPS Advantage* accounts.

SPS Advantage is a nondiscretionary 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*. Non-traded real estate investment trusts (“non-traded REITs”), non-traded business development companies (“non-traded BDCs”), 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. 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 securities, as further discussed in the Disclosure Brochure or Combined Disclosure Brochure, as applicable, may also be transferred to an Ameriprise Financial Brokerage Account and the Brokerage Agreement will govern such assets.

Trustee-directed retirement plans are not allowed to hold proprietary mutual funds and investment products, including third party securities for which Sponsor and their affiliates serve as sub-advisor, in qualified *SPS Advantage* Accounts. Any such proprietary products 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.

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 also offers a consolidated advisory fee service for which you will receive 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. If you elect this option with an *SPS Advantage* Account, you will receive material elements of the financial planning process and the *SPS Advantage* service.

2. Appropriateness of SPS Advantage

SPS Advantage is a nondiscretionary program which means you retain authority over the investment decisions in your account. Your financial advisor will provide you with investment recommendations for your Account. *SPS Advantage* is appropriate if you primarily choose transactions your financial advisor recommends to you (solicited). From time to time, you may also choose transactions on your own (unsolicited) that you intend to fall within the overall investment strategy that you and your financial advisor have discussed. 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. An *SPS Advantage* Account may also 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. Sponsor will determine

whether an SPS *Advantage* Account is suitable upon account opening and thereafter, and reserves the right to terminate this Agreement in the event it is determined that this program is no longer suitable for you. You should also consider if an SPS *Advantage* Account is suitable for you at account opening and thereafter and you may terminate the Agreement at any time.

Before selecting, you should consider, among other things, the costs and potential benefits of a nondiscretionary managed account, your investment objectives, and the types of investments you hold and intend to purchase. The cost you pay for an SPS *Advantage* 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. Your planned trading activity and the costs and expenses associated with an investment product, among other things should be considered when deciding whether a Managed Account 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. For more information regarding SPS *Advantage* Account fees and expenses, and the consolidated advisory fee, please carefully read the terms of this Agreement, including Sections 7, 8, 15, 16, and 23, as well as the Application and the Disclosure Brochure or Combined Disclosure Brochure, as applicable.

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

An Account is available for individual investors, corporate entities and tax-qualified accounts. Sponsor, at its own discretion, may offer certain account types to certain clients.

3. Use of Terms

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. SPS *Advantage* Services and Other Relationship Services

A. SPS *Advantage* Services Sponsor will provide you with investment advisory services through one or more of its financial advisors ("financial advisor"). 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 an asset allocation strategy which assists with the management of your Account(s); (ii) assist you in your selection of an Account; (iii) at least once per calendar year, consult with you to determine whether there have been any changes in your Client Information or investment objectives; and (iv) at least once per calendar year, analyze and assess your 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. Beginning in fourth quarter 2017, SPS *Advantage* will add an optional feature that allows you to enable automatic rebalancing (the "Feature," as defined in the *Ameriprise* SPS *Advantage* Automatic Rebalancing Agreement). To enroll in the 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 Feature and your enrollment has been accepted by us.

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.

5. Selection of Securities in Your SPS *Advantage* Account

Your financial advisor will provide you with investment recommendations based on the information you provide as part of your Client Information. Before transferring a mutual fund into your SPS *Advantage* account, you should consider whether you have previously paid a sales charge or load on this investment. 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 are nondiscretionary. As such, Sponsor will effect transactions in your Account(s) solely according to your instructions.

6. Information and Instructions Provided by You

A. Client Information You agree to furnish Sponsor with certain written information relating to you in the Application and client profile. You agree to inform Sponsor promptly in writing of any change in your Client Information and/or other information in the Application.

B. Client Instructions Sponsor and your financial advisor are authorized to follow your instructions regarding withdrawals,

disbursements or transfer of funds or securities in your 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 instructions from you or your 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; or (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.

7. Fees and Expenses

A. Wrap Fee The Wrap Fee you pay on an SPS *Advantage* Account is negotiated between you and your financial advisor and is deducted from your Sweep Option. Because the fee is negotiable, client Wrap Fees may vary. The maximum annual Gross Wrap Fee that Sponsor may charge is 3.00% of the total advisory assets within your 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, as applicable. If you have a consolidated advisory fee relationship, the Wrap Fee includes your fee for the financial planning services that your financial advisor provides. 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 maximum annual net Wrap Fee is 2.00%, subject to a \$200 minimum fee across all SPS *Advantage* Accounts within a Household. If your Household balance is less than \$10,000, your effective Wrap Fee will be in excess of 2.00%. If your effective Wrap Fee exceeds 2.00%, SPS *Advantage* 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.

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 change 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 14.

i) Billing Cycle The Wrap Fee is charged and deducted at the end of the billing period. You may have the option to select monthly or quarterly billing for your Account. You, either directly or through your financial advisor, may change your billing frequency. The frequency change will be effective at the start of the next quarterly billing period after Sponsor receives and approves the change.

ii) Wrap Fee Deduction You must maintain enough assets in your Sweep Option such that the cash value of your Sweep Option is equal to your annual Wrap Fee to ensure you have sufficient assets to cover future Wrap Fee payments. If the value of your Sweep Option falls below this level, you authorize Sponsor, and Sponsor reserves the right, to sell shares of mutual fund or other securities holdings within your Account 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 acquire securities positions on margin, the cash value that you will need to maintain in the Sweep Option will be higher than would be the case in the absence of margin since Sponsor includes margin Account balances in the calculation of your Wrap Fee. 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, 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) Valuation The Wrap Fee is based on the average daily balance of Sweep Option cash, money market fund, mutual fund and other securities positions held in your Account at any point in the period being billed. Changes

in market value of billable assets, contributions to and withdrawals from your Account will impact the Wrap Fee you pay, regardless of whether your Account is part of a consolidated advisory fee relationship. As described below, margin account balances are included in the calculation of average daily balance.

For purposes of computing the Wrap Fee, 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 investment in annuities may be associated with your 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 Wrap Fee calculation. In addition, you will not receive recommendations regarding annuities as part of your SPS *Advantage* service and Sponsor has no fiduciary duty under the Investment Advisers Act with respect to these investments.

Upon opening the Account, the first Wrap Fee payment is charged at the end of the current billing period and is based on actual number of days the Account was accepted by Sponsor and held billable assets. If you or Sponsor terminate your Account during a billing period, Sponsor will pro-rate the Wrap Fee based on the period of time during the billing period that the Account was open. Sponsor will calculate and assess the final Wrap Fee, as well as any applicable distribution fee described in Section 15, before releasing any assets from the Account.

iv) Special Considerations for Margin Accounts Any Wrap 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 Account various fees outlined in this Agreement and the Related Documents; and (ii) Sponsor and/or its affiliates reserve the right, and you authorize them, to journal any unpaid fees (including Wrap Fees) to your margin Account to the extent you requested and Sponsor and/or its affiliates have approved margin capability on your Account. An interest charge will be assessed to your Account, at the rate schedule referenced in your Brokerage Agreement, for each period during which credit was extended to you in your Account.

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, 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; 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 Account(s) from time to time.

C. Other Fees Received by Sponsor/Financial Advisor In addition to the Wrap Fee, Sponsor and its affiliate, AEIS, receive Sponsor Fixed Fees, meaning 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 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 mutual fund shares. Full Participation firms pay cost reimbursement at a higher level than do other firms. Sponsor or 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 (“UITs”), structured CDs and notes, and alternative investments (such as non-traded REITS, non-traded BDCs, hedge fund offerings, and managed futures 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 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 SPS *Advantage* Accounts 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 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 and Distributions Dividends and distributions received on your investments held in your Account 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.

E. Margin If Sponsor has approved your 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 13, 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 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.

9. Confirmations and Reports

With respect to your SPS *Advantage* Account(s), Sponsor will send you trade confirmations and a consolidated statement at least quarterly. Your Wrap Fee (which will include consolidated advisory fees, if applicable) will appear in the SPS *Advantage* Account transaction section of the consolidated statement.

10. Deposits and Distributions upon Withdrawal or Termination

Sponsor will deposit all cash into your Sweep Option, if received and approved by 3 p.m., Central time. You can deposit any amount to into your Sweep Option. You 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.

With respect to partial withdrawals or terminations, you may request that Sponsor distribute assets from your Account in the form of cash or securities. However, no partial withdrawals should reduce the market value of an Account below \$1,000 or the value of all Accounts within a Household below \$25,000. You, either directly or through your financial advisor, may make partial withdrawal requests in writing, by telephone or online. 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. 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 a final Wrap Fee will be assessed to your Account as described in Section 7.

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, your advisor can request that it remain open to deposit funds at the Wrap Fee rate in effect when the 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 Brochure and Client Agreement from your financial advisor to review the provisions.

11. Service 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.

12. 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.

13. 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 an Account is hereinafter referred to as your “Retirement Account”):

A. With Respect to Your Retirement Account You acknowledge and agree that: i) 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 ii) you are solely responsible for determining whether and to what extent an Account is appropriate for you.

You represent, warrant and covenant that:

- Any brokerage transaction in an 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;
- Any brokerage transaction in an Account that is directed to AEIS and the agreed upon Wrap Fee shall not constitute, or cause Sponsor, its affiliates or your financial advisor to be engaged in any transaction described in Section 406 of ERISA or Section 4975 of the Code;
- The compensation received by Sponsor (including the portion allocated to your financial advisor) and their respective affiliates is reasonable;
- You are independent of us and our 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, 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, 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; and
- 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.
- 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. 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.

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 13, Sponsor may immediately terminate this Agreement.

14. Amendment of Agreement/Modification of Services

Sponsor may amend or otherwise modify this Agreement, including any features of an SPS *Advantage* 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. 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 15 below, your continued enrollment in an SPS *Advantage* 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 a consolidated advisory fee relationship, this Agreement, together with (1) any Wrap 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. Increases to the total consolidated advisory fee must be in writing and signed by you and your financial advisor. Your financial advisor may request a change to the allocation between AFPS and the Managed Account that make up the consolidated advisory relationship or decrease the total consolidated advisory fee. 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; (2) if there is a change in owners or parties; or (3) there is a lapse of a prior Agreement.

15. 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 for any reason.

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.

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 your relationship with Ameriprise Financial. 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.

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. 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. Such accounts will not be assessed a Wrap 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 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 SPS *Advantage* service, nor will it terminate your Wrap Fee and other costs associated with your SPS *Advantage* Account.

16. Receipt by You of Disclosure Documents

A. Sponsor's Disclosure Brochure You acknowledge that you have received a copy of the Disclosure Brochure or Combined Disclosure Brochure, as applicable. If you did not receive the applicable disclosure brochure at least 48 hours prior to entering into this Agreement, you may terminate this Agreement 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, Sponsor will return any assets deposited by you into the SPS *Advantage* Account.

B. Additional Disclosure Documents Mutual funds and certain other securities are offered by prospectus or other offering or disclosure document (collectively referred to as the "prospectus" or "prospectuses") only. Prospectuses are available upon request. Sponsor will provide a prospectus as required by law. 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.

17. 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.

You have the necessary 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 trustee 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 authorize Sponsor and/or its affiliates to accept telephonic, electronic (including, but not limited to, email and facsimile) instructions for exchanges, transfers, redemptions and surrenders from your financial advisor or your financial advisor's registered support staff.

18. Acknowledgements of Client

You understand and acknowledge that neither Sponsor nor your financial advisor owe you a fiduciary duty when following your instructions to purchase, sell or transfer securities or other investments in your Account on an unsolicited basis. 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, neither Sponsor nor your financial advisor gives tax advice. The services performed pursuant to this Agreement will have no effect on assets not in your Account, and neither Sponsor nor your financial advisor 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 Wrap 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 SPS *Advantage* 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. 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.

The securities, services, features and bank-deposit products available in an SPS *Advantage* 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 SPS *Advantage* Account and such other agreement shall control with respect to the security, service, feature and bank-deposit that it governs. Additionally, important information with respect to many of the products and securities is contained in their respective disclosure documents (including prospectuses, portfolio profiles); please 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.

19. 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 third party prior to dissemination for use as or in marketing, including performance marketing, sales literature, contracts, forms and other documents relating to SPS *Advantage* Accounts.

20. 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 20. 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.

21. Notice

Notices shall be in writing and effective when delivered to Sponsor at the address set forth in Section 16 of this Agreement and to you at the address set forth in the Application.

22. Limitation of Liability

Neither Sponsor nor any of their respective directors, officers, partners, principals, employees or agents (collectively, "Agents") shall be liable for any acts, omissions or for any loss suffered by you in connection with an 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. The Sponsor and its Agents shall be entitled to rely, and shall be protected from liability in relying, upon any information or instructions furnished to it (or any of them as individuals) believed in good faith to be accurate and reliable.

You understand and acknowledge that Sponsor does not warrant any rate of return, market value or performance of any Account assets. Sponsor 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 selected by Sponsor, Sponsor 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.

23. 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.

24. 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.

25. 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.