

## AMERIPRISE BROKERAGE CLIENT AGREEMENT

1. **General Information.** This Agreement contains Ameriprise Financial Services, Inc. Account Agreements and Disclosures required to open a brokerage account. Depending on the features you select when you open your account, this Agreement may contain Terms and Conditions which may not apply to your account. The Terms and Conditions in this Agreement will apply to any features that you add to this account in the future. You agree that any future amendments and/or modifications made to the Ameriprise Brokerage Client Agreement shall apply to this account and to any subsequent accounts you ask us to establish for you in the future.

As used in this Agreement, the words "you", "your" and "yours" refer to the applicant and is the person or entity to whom we address billing statements, as well as any person or entity who agrees to be liable on the Account. "We", "our" and "us" mean Ameriprise Financial Services, Inc. ("Introducing Broker" or "Ameriprise Financial") and/or American Enterprise Investment Services, Inc. ("Clearing Broker" or "AEIS"). As used in this Agreement, the singular shall mean the plural where appropriate. For purposes of this agreement, "securities and other property" shall include, but not be limited to, money, securities, and financial instruments of every kind and nature, and all contracts and options relating thereto, whether for present or future delivery.

Brokerage, investment and financial advisory services are made available through Ameriprise Financial Services, Inc., Member FINRA and SIPC. Banking products and services are provided by Ameriprise Bank, FSB, Member FDIC. Ameriprise Bank, FSB deposit products are eligible for FDIC coverage up to \$250,000 in principal and accrued interest per depositor. Ameriprise Financial Services, Inc., American Enterprise Investment Services, Inc., and Ameriprise Bank, FSB are all subsidiaries of Ameriprise Financial, Inc.

If you participate in an integrated financial services account offer, in order to understand your rights and obligations, you should read and understand the sections within this Agreement pertaining to the integrated financial services account offer selected to understand if additional agreement terms and conditions apply in conjunction with this Agreement. Not all products and services discussed in this agreement may be available to you depending upon the ownership type of the account you have set up.

Please read and review the document titled "Other Important Brokerage Disclosures" for additional information related to these products and services: Checkwriting and Ameriprise Debit MasterCard, Overdraft Protection, Ameriprise Personal Savings Account, Ameriprise Insured Money Market Account, Electronic Services, Electronic Fund Transfer, Fee Schedule, as well as Money Settlement Options.

2. **Ameriprise ONE<sup>®</sup> Financial Account.** The *Ameriprise ONE* Financial Account offers integrated financial services including a brokerage account, a checking account, and any of the following, as selected by you: (1) savings, over-draft protection and/or a debit card (with ATM functionality); (2) an Online Bill Payment Service; and (3) electronic funds transfer services and electronic brokerage services.

You agree that your account will be opened as an *Ameriprise ONE* Financial Account, whether designated as such or not at the time of submitting your application, if the following conditions apply: (1) the account will be opened in your primary household group; Primary Household Group. Accounts opened by you, your spouse or domestic partner, and your unmarried children under 21 who reside at the same address. (2) no other accounts with *Ameriprise ONE* Financial Account features exist in your primary household group; and (3) the ownership designated on the application is an eligible account registration type. Eligible Account Registration Types. Individual, Community Property, Joint Tenants, Tenants in Common, Tenants by Entirety, Sole Proprietorship, and Revocable Trust. You further agree that we will establish a check-writing account, on your behalf, at our processing bank so you may access your account with a check-writing redemption privilege through your Introducing Broker account.

If you selected or are defaulted to an *Ameriprise ONE* Financial Account, you agree that the certified taxpayer information you provide shall be used for tax reporting by American Enterprise Investments Services, Inc. (AEIS) for your brokerage account and will be provided to Ameriprise Bank, FSB for any bank product being established through the *Ameriprise ONE* Financial Account. You further agree that AEIS will submit this certification to Ameriprise Bank, FSB for purposes of establishing any bank accounts.

1. **Primary Household Group.** Accounts opened by you, your spouse or domestic partner, and your unmarried children under 21 who reside at the same address.

2. **Eligible Account Registration Types.** Individual, Community Property, Joint Tenants, Tenants in Common, Tenants by Entirety, Sole Proprietorship, and Revocable Trust.

If your account is held by a fiduciary (e.g., a trustee, guardian, custodian, etc.), the fiduciary acknowledges that all disbursements will be made for the benefit of the beneficial owner in accordance with the fiduciary's authority and in accordance with the statutes in effect.

When a *Ameriprise ONE<sup>®</sup>* Financial Account is opened, the Introducing Broker will establish a deposit account on your behalf at Ameriprise Bank, FSB, if necessary to provide you with the account features you elect. The Introducing Broker, its affiliates, and third parties engaged by the Introducing Broker may receive financial benefits for activities they provide. You authorize the Introducing Broker and your Ameriprise financial advisor to have access to your Ameriprise Bank, FSB account information for the purpose of assisting with your account(s), such as answering questions about payments or transactions, obtaining copies of account statements, viewing account balances, handling disputes regarding the account and providing any other service necessary to service your account. In addition, you authorize your advisor, pursuant to your request, to transfer funds between accounts you have with Ameriprise Bank, FSB and any of its Ameriprise Financial affiliates.

3. **Relationship of Introducing Broker and Clearing Broker.** Your Introducing Broker and the Clearing Broker have an agreement in which the Introducing Broker introduces customer accounts to the Clearing Broker on a fully disclosed basis. This means that the Introducing Broker is responsible for opening, approving and monitoring your account and for accepting securities orders. The Clearing Broker will provide recordkeeping, delivery and receipt of securities and funds; receive and distribute payments therefore; and safeguards all funds and securities received. The Clearing Broker also receives and distributes dividends and other distributions and processes exchange offers, rights offerings, warrants, tender offers and redemptions.

### IN CONSIDERATION OF AMERIPRISE FINANCIAL ACCEPTING YOUR BROKERAGE ACCOUNT, YOU AGREE TO THE FOLLOWING WITH RESPECT TO ANY OF YOUR ACCOUNTS WITH US:

4. **Amendments.** You agree that we shall have the right to amend this Agreement by modifying or rescinding any existing provisions or by adding any new provision. You understand and acknowledge that we may modify or change the terms and conditions of this Agreement by mailing a written notice of the modification or change or a new printed Agreement to you or, if you are an online client, by posting such modifications or changes online. You agree that any future amendments and/or modifications made to the Ameriprise Brokerage Client Agreement shall apply to this account or any subsequent accounts you ask us to establish for you in the future. Such written notice or posting of the amendment will include the effective date of the modification or change. No such amendment shall become effective prior to 30 days from the date of such notice unless required or otherwise permitted by law or regulation. The use of your account after the mailing of any written notice or the posting of such amendments shall constitute your acknowledgement and agreement to be bound thereby.

This Agreement is not subject to any oral modification. This Agreement, along with the Application(s) and any other Agreements you have signed, constitutes the entire Agreement between you and us.

5. **Terms and Conditions.** You appoint us as your Broker for the purpose of carrying out your directions in accordance with the terms and conditions of this Agreement. To carry out our duties, you authorize us to open and close your brokerage accounts; place and cancel orders for you and take such other steps as are reasonable to carry out your directions.

You understand that the Clearing Broker will clear transactions under this Agreement and your account will be carried with it. You understand the Introducing Broker also serves as the Executing Broker and will execute transactions under this Agreement. You authorize Ameriprise Financial, Inc. and its subsidiaries to accept telephone or online instructions for exchanges, funds transfers, redemptions, and surrenders from an Ameriprise financial advisor or paraplanner.

6. **Transactions with Affiliates and Third Parties.** You agree you have read the sections applicable to the account feature(s) you have selected and you understand the terms and conditions related to the selected account feature(s).

You understand that features or services may be provided by one or more financial institutions which we may select from time to time.

7. **Ameriprise Achiever Circle.** We maintain a program, currently known as the "Achiever Circle" that offers various services and benefits to our clients based upon their "primary household asset" level at Ameriprise Financial. A full description and terms and conditions of the services and benefits for which you are eligible and the various levels of the program will be sent to you after your program status has been established.

You acknowledge that program terms and conditions, including qualifying criteria and assets, are subject to change at any time. Ameriprise Financial reserves the right to terminate the program at any time and can waive certain program terms and conditions at its discretion. Other terms and conditions, as well as fees, may apply based on the additional services, benefits or features you select. You acknowledge and agree that certain services in the program may be made available only pursuant to a specific agreement between you and a third-party provider applicable to that service, and that any claim (regardless of the nature of the claim) with respect to such service may be asserted only against the legal entity offering that service and not Ameriprise Financial. Read all agreements carefully.

8. **Monitoring of Conversations and Activity.** You understand and agree that any telephone conversation with us may be recorded and monitored for accuracy and quality assurance, and any electronic communication may be similarly maintained or monitored.

9. **Password and Security.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments and/or transactions you authorize using any password or other means of access to your account. If you permit another person(s) to use your password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use your password or other means to access your account without your consent or has transferred money without your permission, you must notify us immediately by calling Ameriprise Financial client service at 1 (800) 862-7919 during client service hours.

10. **Disclosures of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose to third parties information about your account or the transactions you make only in the following situations:

- where it is necessary for completing transactions
- where it is necessary for activating additional services
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee
- to a consumer reporting agency for research purposes only
- in order to comply with a governmental agency or court order
- if you give your written permission

11. **Investment Performance.** You may receive advice or securities recommendations from an advisor of the Introducing Broker, but you agree that any advice received will not serve as the primary basis for your investment decisions. The Introducing Broker and Clearing Broker cannot guarantee or project the performance of any security or investment. Your advisor will not review or monitor the day-to-day performance of your investments and will not execute any transaction without your prior direction.

12. **Risk.** You acknowledge that trading securities carries substantial risk, that securities trading can be volatile, and that investment loss may be substantial in a short period of time. You assume full responsibility for your investment decisions, particularly those that involve instructions to us or to

your advisor to purchase or sell securities or other investments in your brokerage account on an unsolicited basis. The Introducing Broker and its officers, directors, employees, agents and affiliates will have no liability with respect to transactions in or for your account and your investment decisions.

13. **The Introducing Broker is not a bank, and securities offered by it are not backed or guaranteed by any bank nor are they insured by the FDIC. Investments in your brokerage account are subject to investment risk, including loss of principal, and may lose value.** You are aware that the check-writing, debit card and bill payment features of your *Ameriprise ONE* Financial Account are intended to afford you access to the assets in your accounts, and that your brokerage account is not a bank account.

14. **Legal, Tax or Accounting Advice.** You acknowledge that the Introducing Broker and Clearing Broker will not provide you with any legal, tax, or accounting advice regarding any security or investment. You understand you should consult your own tax advisor regarding tax consequences with respect to transactions in or for your account.

15. **Account Fees and Charges, Security Interest.** You understand and agree that your account(s) may be assessed recurring account maintenance fees as enumerated within this or other agreements or applications. We may also assess transaction or order handling fees for transactions in your account (s).

A transaction fee may be charged on redemptions of mutual fund shares bought with no transaction fee and held for less than 90 days. Ameriprise Financial Services, Inc. may assess transaction fees for excessive short term trading in mutual fund shares. You agree to pay for brokerage commissions and other fees for transactions and services you receive. You also agree to pay all applicable state and local excise taxes. A fee schedule is available upon request or on our website.

You agree that all securities and other property carried or maintained by us in your account, your trade settlement account or your Ameriprise Personal Savings Account shall be subject to a general lien for the discharge of your obligations to us, and shall be held by us as security for the payment of any liability or indebtedness of you to us in any of your non-qualified accounts. Should any of your accounts with us contain a negative balance due to an unpaid trade balance, delinquency in paying fees and/or any other charges, we shall have the right to liquidate assets in any of your non-qualified accounts without notice to you. We shall have the right to transfer securities and other property so held by us from or to any other of your non-qualified accounts whenever in our judgment we consider such a transfer necessary for our protection or due to an erroneous transfer. We are hereby authorized to sell and/or purchase any and all property in your non-qualified accounts without notice to you to satisfy such general lien.

In order to limit transaction costs associated with such liquidations, we reserve the right to liquidate a sufficient amount of securities in your account to cover a current fee assessment and up to one year's worth of anticipated recurring account maintenance fees, and to transfer the proceeds of such liquidations to your cash sweep account. Shares of any investment company securities in which you have an interest (other than such shares held in any qualified accounts) and for which we or an affiliate serve as investment adviser are also subject to a general lien for the discharge of your obligation to the Introducing Broker or the Clearing Broker. The Introducing Broker or the Clearing Broker may redeem any such shares to satisfy your obligation without further notice or demand. You acknowledge that we will not be liable for tax consequences, liabilities or penalties, if any, resulting from the liquidation of appreciated collateral to satisfy any indebtedness to us.

16. **Settlement.** On each sale order other than a short sale, you represent that you own the security, and, if the security is not in our possession at the time of the contract for sale, you agree to deliver the negotiable security to us by the settlement date. In the case of non-delivery of the security by settlement date, you authorize us to purchase the security to cover your position and to charge any loss to your account. It is further agreed that if we fail to receive payment for securities purchased or services rendered, we may sell securities held by us or our affiliates in any of your accounts sufficient to cover the amount owed, and you will be responsible for any loss resulting.

17. **Custodial Fees.** An annual custodial fee may be charged in an account that is part of a tax-qualified plan, including an individual retirement account, tax sheltered custodial account, or other pension or profit-sharing plan. Other incidental service fees may be applied.
18. **Collections.** To the extent permitted by the Employee Retirement Income Security Act of 1974, as amended, (ERISA), as applicable, and the laws of the State of Minnesota, the reasonable costs and expenses of collection of the debit balance and any unpaid deficiency in your accounts with us and our affiliates, including but not limited to attorney's fees incurred and payable or paid by us, shall be payable to us by you.
19. **Death, Divorce, Incompetence or Disability, Other Court Orders.** In the event of certain changes in ownership, such as the death of an account owner, divorce proceedings, the appointment of a Guardian or Conservator, or when we receive other court orders, Ameriprise Financial Services Inc. reserves the right to restrict access to your account. This may include, but is not limited to, the ability to trade securities, access your cash balance and utilize your *Ameriprise ONE* Financial Account features.
- In the event of your death, incompetence or disability, we may cancel or close any open orders for the purchase or sale of any property, we may place orders for the sale of property which we may be carrying for you and for which payment has not been made or buy any property of which your accounts may be short, or any part thereof under the same terms and conditions as herein stated, as though you were alive and competent, without prior notice to your heirs, executors, beneficiaries, administrators, assigns, committee, or conservators and without prior demand upon any of them. This Agreement and its terms shall be binding upon your heirs, executors, beneficiaries, administrators and assigns.
20. **Termination of Account.** You understand that your account may be terminated by you or us at any time. Termination will result in the cancellation of your securities account and all other features or privileges. You understand that you remain responsible for all charges, debit terms or other transactions initiated or authorized by you whether arising before or after termination.
21. **Notices.** You may contact us using the following address and telephone number.  
**Ameriprise Financial Services, Inc.**  
**70400 Ameriprise Financial Center**  
**Minneapolis, MN 55474**  
**1 (800) 862-7919**
22. **Applicable Rules and Regulations.** All transactions for your account shall be subject to the regulations of all applicable federal, state, and self-regulatory agencies, including the U.S. Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), the Board of Governors of the Federal Reserve System, and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed.
23. **Governing Law.** THIS AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW OR CONFLICTS OF LAW PRINCIPLES, UNLESS SUPERSEDED BY FEDERAL LAW OR STATUTE; AND SHALL COVER INDIVIDUALLY AND COLLECTIVELY ALL BROKERAGE ACCOUNTS WHICH YOU MAY OPEN OR REOPEN WITH US, OR WHICH MAY BE INTRODUCED TO US, INCLUDING OUR SUBSIDIARIES AND AFFILIATES, THROUGH THE COURTESY OF THE AFOREMENTIONED INTRODUCING BROKER.
24. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain rights and responsibilities under the Agreement to independent contractors or other third parties. This agreement shall inure to the benefit of the successors and assigns of Ameriprise Financial, whether by merger, consolidation, or otherwise. Ameriprise Financial may transfer your account to its successors and assigns, and this agreement shall be binding on you, your heirs, executors, administrators and assigns.
25. **Disputes.** In the event of a dispute regarding the Account, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between us and you which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this Agreement. If there is a conflict between what an employee says and the terms of this Agreement, the terms of this Agreement will prevail.
26. **Arbitration.** By reading and accepting the terms of this Agreement, you acknowledge that, in accordance with the Arbitration section, you agree in advance to arbitrate any controversies which may arise with the Introducing Broker or Clearing Broker.
- YOU AGREE THAT ALL CONTROVERSIES THAT MAY ARISE BETWEEN US (INCLUDING, BUT NOT LIMITED TO THE BROKERAGE ACCOUNT AND ANY SERVICE OR ADVICE PROVIDED BY A BROKER OR REPRESENTATIVE), WHETHER ARISING BEFORE, ON OR AFTER THE DATE THIS ACCOUNT IS OPENED, SHALL BE SUBMITTED TO THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA") DISPUTE RESOLUTION AND ARBITRATED IN ACCORDANCE WITH THE RULES THEN PREVAILING OF THAT ENTITY.**
- YOU UNDERSTAND THAT JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION 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.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY 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.
- NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A 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: (A) THE CLASS CERTIFICATION IS DENIED; (B) THE CLASS IS DECERTIFIED; OR (C) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**

27. **Extraordinary Events.** We shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions beyond our control, including but not limited to computer, communication system or telephone failure, market volatility or trading volumes.
28. **Captions.** The caption of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
29. **Separability.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, arbitrator, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.
30. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
31. **Limited Warranty.** THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF THE SERVICE (INCLUDING BUT NOT LIMITED TO INFORMATION ACCESS AND ORDER EXECUTION).
32. **Limitations of Liability.** YOU AGREE THAT IN NO EVENT WILL THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS OR THE SERVICE FACILITATORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SERVICE), EVEN IF THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS OR THE SERVICE FACILITATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU FURTHER AGREE THAT THE LIABILITY OF THE INTRODUCING BROKER, THE INFORMATION PROVIDERS, THE INFORMATION TRANSMITTERS AND THE SERVICE FACILITATORS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANYWAY CONNECTED WITH THE SERVICE OR THE INFORMATION, WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE.
33. **Receipt of Communications.** If you should find any inaccuracies or discrepancies on your customer confirmations or periodic account statements, you should immediately report them to Ameriprise Financial. Any oral communications should be reconfirmed in writing to us. Communications by mail, electronic means, messenger, or otherwise sent to you at the U.S. postal or electronic mail address of record listed on the application or any other address you provide Ameriprise Financial are presumed to be delivered to and received by you, whether actually received or not, and you agree to waive all claims resulting from failure to receive such communications.
- If we receive communications or instructions relating to your account which are in our sole opinion incomplete, unclear, or conflicting, we, in our sole discretion and for our sole protection, may require other communications, instructions or information including written consent from any or all authorized persons prior to acting upon the communications or instructions of any one authorized person. Pending receipt of any such other communications, instructions, or information, Ameriprise Financial shall not be liable to anyone for any loss resulting from any delay, action, or inaction on our part.
34. **Money Settlement Options.** Ameriprise Financial may, but is not required to, offer you options for the automatic investment or "sweep," of excess cash in your account at Ameriprise Financial. These sweep or money settlement options may include deposit accounts at one or more FDIC-insured depository institutions, money market mutual funds, or other investments. Ameriprise Financial may establish eligibility requirements for the money settlement options it makes available to you. In addition, Ameriprise Financial may, in its discretion, pay interest on excess cash in your account.
- Cash deposited or received in your brokerage account is swept daily on the business day following the date of deposit, and will be invested in the money settlement option you have designated or which has been made available to you. You understand that Ameriprise Financial and its affiliates, as part of the services provided to your account and pursuant to contractual agreements, may receive remuneration based on available cash in your money settlement option. This remuneration is part of revenue sharing or other agreements which allow us to earn income and defray expenses relating to the management of the money settlement process. You acknowledge that the money settlement options made available to you may offer a lower interest rate than other alternative investments made available through Ameriprise Financial. These alternatives include purchased money market mutual funds, certificates of deposit, and treasury securities. You should consider whether holding large cash balances in your money settlement account(s) is appropriate. The amount of cash you maintain in your money settlement option could result in more revenue to Ameriprise Financial or its affiliates than if you purchased other, higher-yielding cash alternatives available to you.
- We reserve the right, at any time and upon notice to you as provided for in this Agreement, to revise the money settlement options available for your account. This includes the right to limit, terminate or replace any particular money settlement option. In the event we terminate or otherwise limit the availability of a money settlement option selected by you, or you no longer qualify for a particular money sweep option, you authorize us to liquidate your position in the terminated money settlement option and transfer the proceeds to an available alternative for which your account qualifies.
35. **Alternative Periodic Reporting.** You authorize us to send you a monthly or quarterly summary of activity of all your money market fund sweep activity tied to your brokerage account, as well as any systematic arrangements you have in place for mutual funds, in lieu of sending you confirmations for each transaction. While you will not receive separate confirmations for this activity, you can write us at the address listed in the paragraph titled "Notices" to receive additional information about any money market fund movement or systematic arrangement transactions.
36. **SIPC Information.** American Enterprise Investment Services, Inc. and Ameriprise Financial Services, Inc. are each members of the Securities Investor Protection Corporation ("SIPC"). SIPC is a non-profit, membership corporation, created by the Securities Investor Protection Act of 1970, funded by its member securities brokerage firms. SIPC protects against the loss of customer securities and cash, up to a total of \$500,000, including up to \$250,000 on claims for cash, per customer in each separate capacity under SIPC rules.
- If you have questions about SIPC coverage, please contact your financial advisor or visit our website at [ameriprise.com](http://ameriprise.com). You may also obtain information about SIPC coverages, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC website at [sipc.org](http://sipc.org) or by calling (202) 371-8300.
37. **Credit Information.** You authorize us to make inquiries for the purpose of verifying your creditworthiness and the creditworthiness of any joint account holder. Such inquiries may include verifying information you have given in your new account application, contacting your employer and obtaining credit reports or reviewing any of the foregoing for any legitimate business purpose deemed by us. Upon request, we will inform you of the name and address of each credit agency, if any from which we obtained a credit report.
38. **Taxpayer Identification Number.** Your Taxpayer Identification Number (TIN) is important. As with any financial account you open, you must list your current and correct TIN, either your Social Security or Employer Identification Number. The TIN must be certified under penalties of perjury on your application when you open an account at the Introducing Broker.

**If you don't provide the TIN, or the TIN you report is incorrect, you could be subject to backup withholding of 28% (scheduled to be 31% in 2013) of taxable distributions and proceeds from certain sales and exchanges.**

**You could be subject to further penalties, such as:**

- a \$50 penalty for each failure to supply your correct TIN.
- A civil penalty of \$500 if you make a false statement that results in no backup withholding
- Criminal penalties for falsifying documents

**You also could be subject to backup withholding because you failed to report interest or dividends on your tax return required by the Internal Revenue Service.**

39. **Joint Accounts.** Laws governing joint ownership of property vary from state to state. You acknowledge that you are responsible for verifying that the joint registration you select is valid in your state. You agree to consult your tax or legal advisor for information about what form of ownership is appropriate for you.

Whether you are joint tenants or tenants-in-common, each of you shall have full authority to act in all respects with reference to this account, including: to purchase and sell securities (including short sales); to receive for the account money, securities and other property and to dispose of the same; to receive for the account confirmations, statements of account and agreements relating to these matters and to terminate or modify or waive any of the provisions thereof.

Your liability on the joint account shall be joint and several and shall be binding upon your heirs, successors and assigns. The survivor will give us immediate notice of the death of one of you. We may, before or after receiving such notice, take such proceedings, require such documents, retain such portion and/or restrict transactions in the account as we may deem advisable to protect us against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of you who have died shall be liable, and each survivor shall be liable, jointly and severally, to us for any debt or loss in this account resulting from the completion of transactions initiated prior to our receipt of a written notice of such death or incurred in the liquidation of the account or the adjustment of the interest of the respective parties.

In the event of death of a Joint Tenant With Rights of Survivorship, the entire interest in the joint account shall be vested in the survivor on the same terms and conditions as therefore held, without in any manner releasing the decedent's estate from the liability. In the event of the death of a Tenant in Common Without Right of Survivorship, the interests in the account shall be determined as of the close of business on the date of death of the decedent (or on the next business day).

40. **Location of Securities.** Securities may be held by another brokerage firm, bank or financial institution as custodian.
41. **Trading Limitations/Excessive Trading Activity.** You agree that you will not use the brokerage account for excessive trading activity such as day trading, mutual fund trading based on market timing, overuse of stop or limit orders, or excessive order splitting of the same stock on the same day. The brokerage account is not intended for excessive trading activity. If you engage in excessive trading activity as determined by Ameriprise Financial in its sole discretion, you may be subject to additional charges, restrictions, and/or termination of your account, as Ameriprise Financial determines in its sole discretion on a case-by-case basis.

You agree that you will not use this account as a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing.

42. **Callable Securities.** When we hold bonds or preferred stocks in street or bearer form which are callable in part on your behalf, you agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the exchange on which the security trades. Further, you understand that no allocation will be made to any account in which Ameriprise Financial, its officers or employees have a financial interest until all other customers are satisfied on an impartial lottery basis.

43. **Restricted Stock.** You understand that we, in our own discretion, may accept or refuse securities subject to Rule 144 or Rule 145(d) of the Securities Act of 1933. You agree to advise us as to the status of any restricted securities eligible for sale under Rule 144 or 145 of the Securities Act of 1933 and to deliver the appropriate documentation to ensure clear legal transfer of such securities if they are to be sold. You understand that special handling for these transactions may take several weeks, during which time prices may fluctuate. You agree that we will have no responsibility for any losses incurred by delays during the transfer process.

44. **Order Execution.** Orders are usually routed to the marketplace automatically via computer. However, you acknowledge and agree that at our sole discretion, certain orders may be subject to manual review and routing, which may cause delays in the processing of those orders. You also acknowledge and agree that your order will receive the price at which it executes in the marketplace, which may be different from the price at which the security is quoted or trading when your order is entered into our system. With respect to transactions in mutual fund shares, you understand that such transactions will be effected at a price based on the net asset value next determined after receipt of your order by the fund or its authorized agent in accordance with the terms of the fund's prospectus and Statement of Additional Information.

You acknowledge and agree that we have the right to reject any transaction for your account where the transaction may be prevented from promptly settling due to acts or operations of any third-party clearing or settlement agency, such as the Depository Trust and Clearing Corporation (DTCC) or its affiliates.

45. **Compensation for Clearing and Execution.** We may receive remuneration for directing orders to a particular broker or dealer through which your transactions are executed. Such remuneration is considered compensation to us, and the source and amount of any compensation will be disclosed to you upon your written request. With respect to Over The Counter (OTC) transactions, compensation may be in the form of a per share cash payment. The Executing Broker has selected certain market makers to provide execution of OTC securities transactions who have agreed to accept orders transmitted electronically up to a specified size, and to execute them at or better than the national best bid or offer (NBBO). On larger orders, or if designated market makers do not make a market in the subject security, the Executing Broker directly contacts market makers to obtain an execution.

The designated market makers to whom orders are automatically routed are selected based on the consistently high quality of their OTC executions in one or more market segments and their ability to provide opportunities for executions at prices superior to the NBBO. If an order for an exchange-listed security is not immediately executable on the exchange to which it is routed, the Clearing Broker may re-present the order in the national marketplace using the various means available for price discovery. You agree to pay for brokerage commissions and other transaction fees for execution services you receive. You also agree to pay all applicable state and local excise taxes.

46. **Right to Pledge Assets.** All securities and other property now or hereafter held, carried or maintained by us in our possession or control in any of your accounts maybe pledged and repledged by us from time to time, without notice to you, either separately or in common with other such securities and other property, for any amount due in your accounts, or for any greater amount, and we may do so without retaining in our possession or under our control for delivery a like amount of similar securities or other property.

Within the limitations imposed by applicable laws, rules and regulations, we are hereby authorized to lend to ourselves, as principal or otherwise, or to others, any securities held by us on margin for any accounts of yours or as collateral therefore, either separately or with other securities.

You agree that certain of your securities may be loaned to us or loaned out to others. It is recognized that any losses or other detriments, or gains or other benefits, arising from any such lending of securities shall not accrue to your account. You acknowledge that in certain circumstances such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent. In connection with such loans and in connection with securities loans made to you associated with short sales, you acknowledge that we are authorized to receive and retain certain benefits (including, but not limited to, interest on collateral posted for such loans) to which you will not be entitled.

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## CONTACTING AMERIPRISE FINANCIAL

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You may contact us using the following address and phone number. You may also write to us at the Introducing Broker location identified on the client application.

**Ameriprise Financial**  
**70400 Ameriprise Financial Center**  
**Minneapolis, MN 55474 1 (800) 862-7919**

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## MARGIN AGREEMENT

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You acknowledge that you have carefully examined your financial resources, investment objectives, and tolerance for risk, along with the terms associated to margin, and have determined that margin financing is appropriate for you. You understand that investing on margin involves the extension of credit to you and that your financial exposure could exceed the value of your securities.

**If you choose to effect a margin account, in consideration of our accepting and carrying one or more accounts for you, you hereby consent and agree to the additional terms and conditions:**

- 1. Representation.** You represent that, with respect to securities against which margin credit is or may be extended by us: (a) you are not the beneficial owner of more than three percent (3%) of the number of outstanding shares of any class of equity securities, and (b) do not control, are not controlled by and are not under common control with, the issuer of any such securities. In the event that any of the foregoing representations is inaccurate or becomes inaccurate, you will promptly so advise us in writing.
- 2. Mutual Funds Margin Eligibility.** Mutual Funds must be purchased in a cash account, not in your margin account or on margin. After you have purchased and held mutual fund shares for 30 days or more, you may transfer them into your margin account. Mutual funds may be used as collateral in your margin account to buy additional securities but not to buy mutual funds.  
  
Securities purchased using mutual funds as collateral must comply with all margin rules associated with this account. Mutual funds are not margin eligible if the share price falls below \$2/share.
- 3. Liens and Additional Collateral.** You understand that any securities in any of your accounts with us are collateral for any debit balances in any of your accounts. A lien is created by these debits to secure the amount of money owed to us. We retain the right to require additional margin at any time we deem it necessary for our protection. These margin calls can be met by the prompt delivery of either additional acceptable securities or cash. In accordance with the terms of this agreement, should the equity in your margin account(s) fall below our minimum margin maintenance requirements, securities in your accounts may be sold to reduce or satisfy your debit balance.

At present, our minimum maintenance requirement for stocks and mutual funds approved for margin is:

- 30% of current market value for securities priced at \$5.01 or higher.
- 50% of current market value for securities below at or below \$5 shared but above \$ 2/share.
- 100% of current market value for securities below \$2/share.

As to our minimum requirements for other types of securities or transactions, you will contact the Clearing Broker.

The Clearing Broker reserves the right in its sole discretion, on a case by case basis, to change the maintenance requirements (which may be as high as 100%) or position limits that are applicable to a particular customer or group of customers or with respect to a particular security or group of securities. All securities and other property now or hereafter held, carried or maintained by us or by any of our affiliates in our possession or control or in the possession or control of any such affiliate, for any purpose, in or for any account of yours now or hereafter opened, including any account in which you may have any interest, shall be subject to a lien for the discharge of all the indebtedness and other of your obligations to us in your brokerage account, and are to be held by us as security for the payment of any liability or indebtedness of your accounts to us in any of said accounts. We shall have the right to transfer securities and other property so held by us from or to any other of your accounts whenever in our judgment we consider such a transfer necessary for our protection. In enforcing our lien, we shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed. Brokerage, Managed Accounts, Mutual Fund Securities Account and *Ameriprise ONE* Financial Account clients with margin loan balances may receive what is called a "payment in lieu of dividends (PLD)" instead of a regular dividend payment on securities held in their margin account. PLDs are taxed at your ordinary tax rate. Contact your financial advisor or consult your tax advisor if you have questions regarding PLDs.

- 4. Margin Interest.** You will maintain such securities and other property in your accounts for margin purposes as we shall require from time to time; and the monthly debit balance of such accounts shall be charged, in accordance with our usual custom, with interest at a rate permitted by the laws of the State of Minnesota. It is understood that the interest charge made to your account at the close of a charge period will, unless paid, be added to the opening balance for the next charge period and that interest will be charged upon such opening balance, including all interest so added.

As a margin account holder, negotiated interest rates may be available. Contact your financial advisor to request preferred pricing on your margin loan.

- 5. Computation of Charges.** At the close of each charge period during which credit was extended to you in your margin account, an interest charge is computed by multiplying each daily debit balance by the applicable schedule rate for that day based upon the sliding scale rate structure and then divided by 360. Each daily computation is then totaled and posted with a blended rate. The blended rate is an average of each daily rate used in the computation for the period. If there has been a change in the base rate, a separate computation will be made with respect to each rate of charge for the appropriate number of days at each rate during the charge period. The interest charge for credit made to your account at the close of the charge period is added to the opening debit balance for the next charge period unless paid.
- 6. Collections.** You shall at all times be liable for payment upon demand of any debit balance or other obligations owing in any of your accounts with us, and you shall be liable to us for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by us or by you; and you shall make payment of such obligation and indebtedness upon demand.
- 7. Margin Collateral.**
  - (a) We shall have the right to require additional collateral:**
    - (1) in accordance with our general policies regarding our margin maintenance requirements, as such may be modified, amended or supplemented from time to time.
    - (2) if in our discretion we consider it necessary for our protection at an earlier or later point in time than called for by said general policies.
    - (3) in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against you.
    - (4) if any attachment is levied against your accounts.
    - (5) in the event of your death.
  - (b) If you do not provide us with additional Collateral as we may require in accordance with (a) (1) or (2), or should an event described in (a) (3), (4) or (5) occur (whether or not we elect to require additional collateral), we shall have the right:**

- (1) To sell any or all securities and other property in your accounts with us or any of our affiliates, whether carried individually or jointly with others.
- (2) To buy any or all securities and other property which may be short in such accounts.
- (3) To cancel any open orders and to close any or all outstanding contracts.

We may exercise any or all of our rights under (b) (1), (2) and (3) without further demand for additional collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at our discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale; and we may be the purchaser for our own account. It is understood that our giving of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered a waiver of our right to sell or buy without any such demand, call or notice as herein provided.

8. **Margin Interest Rates.** Interest will be charged by us for any credit extended to you for the purpose of buying, trading or carrying any securities, or for items for which you may simply want to borrow cash using collateral of your securities for a non-securities purpose. An interest charge will be made to your account for each period during which credit was extended to you in your account. The rate at which interest is charged in your margin account is based upon a sliding scale of percentages added to or subtracted from the base rate.

The following structure and rates apply:

Average daily debt balances	Margin Rate*
\$500,000 - above	Base - 1.00%
\$100,000 - \$499,999	Base - 0.50%
\$50,000 - \$99,999	Base
\$25,000 - \$49,999	Base + 1.25%
\$0 - \$24,999	Base + 2.00%

This information is subject to change.

\* Margin interest charges will be calculated based on a sliding scale of percentages added to or subtracted from a "base lending rate," set at American Enterprise Investment Services' discretion with reference to commercially recognized interest rates, industry conditions regarding the extension of margin credit and general credit Conditions. For up to date rate information see <http://financial-planning.ameriprise.com/financial-planning-fees/brokerage-commissions-and-fees.asp>. Margin rate information is available in the "Margin Lending" section.

Your statement of account will indicate the specific rate of charge, the average daily debit balance of your account, the number of days during which a debit balance was outstanding in your account and the actual interest charge made for the charge period. For each charge period in which there is a change in the base rate, your statement of account will separately itemize that information with respect to each rate of interest that was applied to your account during the charge period. The foregoing rates may be varied in individual situations, as warranted, at the Clearing Broker's discretion. Each affected customer will receive prior notification thereof.

9. **Adjustment of Rate Without Prior Notice.** The rate of charge applicable to your account is subject to change without prior notice in accordance with changes in the base rate. If there is a change in the base rate during the charge period, the rate of interest applied to your account will automatically be increased or decreased accordingly for the remainder of the charge period or until another change in the base rate occurs. If your rate is to be changed for any other reason, you will receive at least thirty (30) days' written notice prior to such change.
10. **Short Sales and Short Sales Against the Box.** The market values of securities which are sold "short" by a customer are adjusted daily for credit purposes by a process called "marking to the market." Short sales against the box are treated in exactly the same way as short sales. The market values of all securities sold short in your account, including securities sold "short against the box," are treated as a debit for the purpose of calculating interest charges. In other words, the closing market value of the securities which were sold "short against the box" is determined each business day and, depending upon whether the market value increased or decreased, the change in the market value is either added to the net debit balance or subtracted from the net credit balance in order to calculate interest charges.

The market value of long securities in your account against which a short sale is made is not included in the computation of interest charges. If the total market value of the securities sold short increases, then the debit adjustment to the net balance will increase by the same amount for the calculation of interest charges. Conversely, if the total market value of the securities sold short decreases, then the debit adjustment to the net balance will also decrease by a like amount for the calculation of interest charges. You note that these upward or downward adjustments of balances are for credit calculation purposes only. Upon your request, interest charges which we compute may be offset against any credit balance in any of your securities accounts carried by us in the same name.

11. **Compensation Associated with Margin Activity.** If margin credit is extended to you by us, you understand and agree that your Ameriprise 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.
12. **Treatment of Fees within a Margin Account.** You understand and agree that on a periodic basis your account(s) may be assessed for various fees (i.e., account maintenance fees; brokerage service fees; investment advisory wrap fees), as enumerated within your Ameriprise Brokerage Client Agreement or other applicable agreements. You understand and agree that if you requested to have margin capability added to your account, and we have approved such request and there is insufficient cash in your Sweep Account to meet any fees assessed, you authorize, and we reserve the right to journal any unpaid fees to your margin account. An interest charge will be assessed to your account, at the above-referenced rate schedule, for each period during which credit was extended to you in your account.

## NOTE FOR MASSACHUSETTS RESIDENTS

The following disclosures apply to Massachusetts residents only:

**General Disclosure Statement.** Any documentation provided to you that indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this Disclosure, effectively eliminate your ability to stop payment of the transfer.

**Unless otherwise provided in this Disclosure, you may not stop payment of electronic fund transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you shall not need to stop payment.**

No interest is paid on the cash balance in your account. Dividends, at a rate that varies daily, are paid on any mutual fund balances in your account. You may terminate this Agreement by notifying us in writing at the address indicated below. If a problem or error with respect to your account concerns a transfer to or from a third party (for example a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further. If you comply with the conditions set forth above, in cases in which you think that a transfer from your account was initiated by a third party that was not authorized to initiate any transfers from your account, we will request a copy of the third party's authorization. If we do not request it within 30 calendar days, we will recredit your account for the transfer you think is unauthorized, so you will have the use of your money until we determine whether you had authorized the transfer.

**Disclosure of Account Information to Third Parties.** If you give us your written authorization to disclose information about you, your account or the transactions that you make to any person, that authorization shall automatically expire 45 days after we receive it. If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.

### **Protected Consumer Use of Electronic Fund Transfer Services.**

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit and cash and will not replace these methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- 1. Prohibition of Compulsory Use.** No person may require you to use a preauthorized electronic fund transfer as a condition for the extension of credit unless the credit is being extended in connection with an overdraft checking plan or is being extended to maintain a specified balance in your account; or require you either to accept a transfer service or to establish an account that is accessed electronically as conditions of employment or receipt of governmental benefit; or require you to pay electronically for the purchase of goods or services. If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made if the institution is technically capable of receiving such preauthorized transfer.
- 2. Waiver of Rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- 3. Discounts.** No store or retail business may offer a discount to you for making payment on any purchase or goods or services by electronic payment, rather than by cash, check or charge.
- 4. Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchase by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- 5. Suspension of Obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- 6. Prohibited Means of Identification.** Your Social Security number cannot be used as the primary identification number although it can be used as a secondary aid to identify you.
- 7. Criminal Liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is basis for criminal liability.

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## **The Ameriprise Financial Business Continuity Plan Disclosure**

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### **Overview**

We have developed a comprehensive business continuity plan that covers the broker-dealer operations of Ameriprise Financial Services, Inc., American Enterprise Investment Services, Inc. and RiverSource Distributors, Inc. (collectively "Ameriprise Financial"). It is designed to ensure that Ameriprise Financial is prepared to continue providing service to our clients in the event that we experience a significant disruption of any kind to our business operations.

The plan addresses business disruptions of varying severity and scope at our headquarters and data center located in the Midwest and at our data center located in the Southwest. It provides for testing at least annually and in response to any material changes affecting our business, and takes into consideration our critical third-party relationships. Although it is impossible to anticipate every scenario, we believe that our plan will enable us to resume doing business upon the occurrence of those events that are most likely to affect our headquarters and our data centers.

### **Key Plan Elements**

As part of our plan, we have developed a proprietary, geographically diverse back-up facility complete with space for key employees as well as telephones, computers, and other necessary hardware. This proprietary facility is located

on a separate power grid from our headquarters and is serviced by a different power provider. It has local and long distance telephone service providers that are distinct from those that service the Ameriprise Financial headquarters.

We have also entered into an agreement with a third-party to provide us with additional back-up facilities and services. We have implemented data mirroring for our mainframe applications between our Midwest and Southwest data centers. The business continuity planning of Ameriprise Financial is part of a much larger planning process taking place across the entire Ameriprise Financial organization.

### **Strategy by Disruption Type**

What follows is a description of how Ameriprise Financial will respond to the following four types of disruptions: (1) A firm-only disruption, (2) a disruption that affects a single building, (3) a disruption that affects the entire city or business district, and (4) a disruption that affects the entire Midwest region. We have also included information about how long we expect it to take us to recover from these disruptions.

**Firm-Only Disruptions** - To respond to a disruption that affects only Ameriprise Financial, such as a computer virus, we have developed an emergency response/crisis management team. This team has, in the past, successfully guided us through disruptions that have affected our operations and has done so through the use of a crisis communications system and through procedures that address life, health, and safety issues; damage assessment; damage mitigation; personnel mobilization; and mission-critical systems.

If this type of disruption takes place, we intend to restore our clearing, introducing broker-dealer, retirement services, and asset management operations (including services that support these operations) within one day after the disruption occurs. However, in light of the various types of disruptions of this nature that could take place, it may take longer for us to resume operations in one or more of these lines of business during any particular disruption.

**Disruptions That Affect a Single Building** - In the event of a disruption that affects one of the buildings that make up the Ameriprise Financial headquarters and data centers, such as a fire in one of these buildings, our plan calls for a response involving multiple locations. We will resume clearing, introducing broker-dealer, retirement services, and asset management operations (including services that support these operations) by moving key personnel to the unaffected buildings, and, to the extent necessary, to our proprietary back-up facility, third-party back-up facilities, and the Ameriprise Financial investment management offices.

Certain key personnel may also work remotely, depending on the building affected, by connecting to the Ameriprise Financial network from a remote location. In addition to relocating key personnel to back-up facilities, we will, if necessary, transfer responsibility for certain operations and support services to our offices on the East Coast as well as to certain of our investment management offices.

We intend to resume operations in all of our business lines within one day after a disruption of this nature occurs. It may, however, take as long as two or three days to continue doing business in one or more lines of operation depending on the building that is affected as well as on the availability of data and applications from our data centers.

**Disruptions Affecting the Entire City or Business District** - If a disruption significant enough to affect the entire city or business district, such as a terrorist attack, cuts off access to the Ameriprise Financial headquarters, under our plan we will resume clearing, introducing broker-dealer, retirement services, and asset management operations (including services that support these operations) at both our proprietary and third-party back-up facilities and certain of the Ameriprise Financial investment management offices.

As above, certain key employees will work remotely and certain operations and support services would be handled by other Ameriprise Financial offices. We intend to resume operations in all of our business lines within one day after a disruption of this nature occurs. It may, however, take us up to three or four days to recover depending on the availability of data and applications from our data centers and on the availability of key employees.



**Disruptions Affecting the Entire Midwest Region** - In the event of a disruption that affects the entire Midwest region such as a regional power outage, we will resume clearing, introducing broker-dealer, retirement services, and asset management operations (including services that support these operations) from third-party back-up facilities, certain of the Ameriprise Financial investment management offices, and other remote locations. In addition, certain of the Ameriprise Financial investment management offices as well as the Ameriprise Financial East Coast offices will take control of portions of the Ameriprise Financial business lines. Although Ameriprise Financial intends to resume operations within one day after the disruption occurs, one or more of our business lines may not be able to resume operations until the disruption is over.

#### **Recovery Time Variables**

In all of the situations described above, Ameriprise Financial expects to continue doing business and expects to resume operations within the specified time frames. However, in the event that a business disruption results in a significant loss of life at our headquarters or otherwise results in our key employees being unavailable or unable to report to their designated back-up facility, the recovery times described above may be significantly increased.

Furthermore, although we expect to continue operating regardless of the type of disruption, it is impossible to anticipate every scenario. It is, therefore, possible that a significant business disruption could result in Ameriprise Financial deciding that we are unable to continue doing business. In those situations, our plan provides procedures to help ensure that our customers have prompt access to their funds and securities.

#### **Enhancements Ongoing**

We are continuing to devote substantial resources to the enhancement of our business continuity plan. For example, in addition to our existing data back-up facilities and third-party back-up arrangements and our mainframe data mirroring, we are currently in the process of mirroring our other critical data and applications between our Midwest and Southwest data centers to improve our recovery time under each of the situations described above.

We are continuing to assess how our plan takes into consideration our critical third party relationships. We are also working to enhance our plan to improve its coverage of all of the offices of Ameriprise Financial. In addition, we may enter into agreements with other firms to perform certain clearing and retirement services functions on our behalf in the event of a disruption, until we have the capability to resume performing those tasks.

Finally, we are working toward a target point of readiness in which we will be able to resume operations within a time period that is consistent with evolving industry standards even if our key employees are unavailable.

#### **Changes and Modifications**

The Ameriprise Financial business continuity plan is subject to modification. We will promptly post information about updates or modifications to the plan on our website. You can also obtain updated information about the plan by requesting a written copy by mail. All requests for updated information should be sent to the following address:

**Ameriprise Financial 70100 Ameriprise Financial Center Minneapolis,  
MN 55474 1 (800) 862-7919**