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Your Guide to SIMPLE IRAs

SIMPLE IRA disclosure statement and custodial agreement



Part 1. SIMPLE IRA disclosure statement

Section 1. Introduction

More information on SIMPLE IRAs is available in Publications 560 Retirement Plans for Small Business (SEP, SIMPLE and Qualified Plans) and 590, Individual Retirement Arrangements (IRAs), from the IRS. Obtain your copy from any IRS district office by calling 1 (800) 829.3676 or by going to irs.gov.

Entities

In this disclosure statement, "you" and "your" refer to the current owner (original or inherited) of an Ameriprise SIMPLE IRA. "We," "us" and "our" refer to Ameriprise Financial, Inc., and/or its subsidiaries including, but not limited to Ameriprise Trust Company (Ameriprise Trust), RiverSource Life Insurance Company, and RiverSource Life Insurance Co. of New York. Ameriprise Trust Company is a bank defined under Internal Revenue Code 408(n). This disclosure statement does not cover non RiverSource annuities offered by a third party issuer, even those showing as a position within a brokerage account.

IRS approval

SIMPLE IRA custodians and issuers may, but are not required to, approach the IRS for a determination of whether their custodial agreement or annuity contract contains federally required SIMPLE IRA provisions. The custodial agreements provided by Ameriprise Trust Company were established using IRS forms and are therefore approved as to form by the IRS. The annuity contracts issued by us have not been approved as to form by the IRS. IRS approval relates to form and not the merits of the SIMPLE IRA.

Section 2. Right to revoke your SIMPLE IRA

Revocation

You have the right to cancel (revoke) your SIMPLE IRA. Your cancellation period is on or before the earlier of seven days after you receive this disclosure statement or seven days after the date you establish your SIMPLE IRA (the date you sign the SIMPLE IRA application). The cancellation (or free look period) for your annuity contract may be longer. See the terms of your contract.

If you cancel your SIMPLE IRA within the required time period, we will refund your full contribution, including sales and brokerage charges (if any) and any fees paid separately. However, if you made a cash contribution, you will not receive any market value gain on your contribution, nor will a market loss reduce your refund.

To cancel your SIMPLE IRA, write to us by first-class, certified or registered mail at:

Ameriprise Financial Services, Inc.
70400 Ameriprise Financial Center
Minneapolis, MN 55474

When writing, be certain that your letter is properly addressed and stamped, and that the postmark and certification or registration dates are within the cancellation period. You can also hand-deliver your written cancellation notice to your Ameriprise financial advisor's office or to any Ameriprise Financial office.

Section 3. Fees

Custodial SIMPLE IRA

Your custodial IRA may have an annual calendar year fee that may be charged in whole if your account is open for any part of the calendar year. We reserve the right to automatically deduct the annual custodial fee from your SIMPLE IRA. We will provide 30 days' written notice if we increase our administrative fees.

SIMPLE IRAs with an Ameriprise Brokerage Account or mutual funds have an annual \$75 custodial fee.

SIMPLE IRAs with only an Ameriprise Managed Account or an Ameriprise Certificate account have no annual custodial fee.

Investment products

Investment products you purchase within your SIMPLE IRA may charge transaction fees, sales commissions, investment management fees, distribution fees, setup fees, etc. Fees are subject to change and will vary by investment. For additional information, see the applicable prospectus.

Section 4. Contributions

Funding your SIMPLE IRA with new contributions/deferrals

Your employer may make contributions to your SIMPLE IRA according to the plan rules and maximum contribution limits under current law. In addition, you may make elective salary deferral contributions through payroll deduction. You may not place traditional IRA contributions in your SIMPLE IRA.

Funding your SIMPLE IRA through a roll over from another IRA or eligible retirement plan

You may fund your SIMPLE IRA through a rollover from another IRA or eligible retirement plan (such as your 401(k), 457 governmental or 403(b) plan) if it has been two years or more from the date you first participated in your SIMPLE IRA. A direct rollover, or trustee to trustee transfer, will not result in a taxable distribution. An indirect rollover, where you first receive the assets from the IRA or retirement plan, must be applied to the SIMPLE IRA within 60 days of receipt of the assets. Indirect rollovers between IRAs are limited to once per every 12 months. For a description of IRA services available at Ameriprise, see the "IRA services" brochure at the end of this document.

Considerations when rolling over from an employer plan

When you make the decision to rollover from your employer's retirement plan to an IRA, it is important that you understand the features of both plans and which plan will likely be the best option for you. Some of the key considerations are:

- The range of investment options available
- Fees and expenses
- Services provided
- Tax consequences
- Protection of assets from creditors

For an overview of these considerations and more, refer to the "Learn about options for your retirement plan assets" brochure at the end of this document.

Securities

There are a variety of tax rules that govern the rollover of securities or other property. In general, you may roll over securities from one SIMPLE IRA to another SIMPLE IRA. If you take a distribution of securities from one SIMPLE IRA and sell part or all of the securities, you may roll over the proceeds from the sale to another SIMPLE IRA, if the rollover is completed within 60 days. The sale will have no tax effect (no gain or loss is recognized). If you sell securities and do not roll over the entire amount from the sale, you are taxed on the portion you do not roll over. In addition, the same property or securities must be rolled over. You cannot use the proceeds from the sale of one security to purchase other securities and then roll over the other securities to a SIMPLE IRA. We may refuse to accept particular

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securities or property if sound administration or custody of the investment or security is not permitted or feasible or if the investment presents burdensome valuation problems or is prohibited by law.

Excess contributions and deferrals

Generally, contribution and/or deferrals amounts that exceed the allowable tax limits are considered excess contributions. If you have excess contributions/deferrals, they must be corrected, or they will be subject to a 6% IRS excise tax each year the excess remains in your SIMPLE IRA. Please see IRS Publication 560 Retirement Plans for Small Business (SEP, SIMPLE and Qualified Plans), a qualified tax professional, or your employer for more information on removing an excess contribution/deferral from your SIMPLE IRA.

Annuity premiums

Under the contract your annuity premiums are not fixed; the annual premiums on behalf of any individual will not exceed the limit on SIMPLE IRA contributions; and any refund of premiums or the purchase of additional benefits before the close of the calendar year following the year of the refund.

Section 5. Distributions

Distributions from your SIMPLE IRA

In general, distributions from SIMPLE IRAs are taxable as regular income for the year in which the distribution occurs, unless rolled to another IRA or Qualified Plan. See "Rolling your SIMPLE IRA distribution to a Qualified Plan." The rules and exceptions stated in this section apply to all distributions (including required minimum distributions) except as noted.

Distributions from SIMPLE IRAs do not qualify for capital gains treatment or income averaging under current federal income tax law.

Federal tax withholding

Non-periodic distributions may be subject to a federal income tax withholding of 10%, which will be withheld from the distribution paid to you unless you make a different election. If you choose to elect no withholding, this may cause your withholding in total to be inadequate, and you may be responsible for payment of estimated taxes during the year. You are also permitted to elect to have additional amounts withheld.

Early withdrawal penalty tax

Your SIMPLE IRA distribution is generally subject to a 10% (25% during the two year period following the date you first participated in your employer's SIMPLE IRA plan) early withdrawal penalty tax, unless the distribution is any one of the following:

- Made after you reach age 59 ½
- Made to a beneficiary due to death
- Made due to disability (As defined under Section 72(m) of the Internal Revenue Code.)
- Part of a scheduled series of substantially equal periodic payments (SEPP) made over your life or the joint life expectancy of you and your beneficiary
- A timely withdrawal of an excess contribution within guidelines discussed under "Excess contributions" (Note: Any earnings on excess contributions are not exempt from the 10% early withdrawal penalty)
- Made to pay medical expenses in excess of 7.5% of your adjusted gross income
- A distribution that qualifies for special disaster relief provided by the IRS
- A qualified reservist distribution (a distribution to a military reservist called up for active duty that meets certain requirements)
 - Made to pay an IRS levy
 - Made to pay medical insurance premiums while you are unemployed
 - Made to pay qualified higher education
 - For a qualified first-time home purchase up to \$10,000

Rolling your SIMPLE IRA distribution to a Qualified Plan

In general, if the plan accepts rollover contributions, your SIMPLE IRA distribution may be rolled to an eligible retirement plan (such as your 401(k), 457 governmental or 403(b) plan) as long as it has been two years from the date you first participated in your employer's SIMPLE IRA plan. In the event of your death, your spouse may also roll your SIMPLE IRA into his or her eligible retirement plan.

Distributions not eligible to be rolled over to a traditional, rollover or SIMPLE IRA

Some distributions are not eligible to be rolled to a SIMPLE IRA from another IRA or eligible retirement plan even after the two year period has been met, including but not limited to:

- Required minimum distributions (RMDs)
- Substantially equal periodic payments (SEPP)
- Distributions from an inherited IRA owned by a non-spouse Designated Beneficiary, or when there is no Designated Beneficiary
- Returns of excess contributions and excess deferrals
- Loans (exceptions may apply)
- Hardship withdrawals
- Distributions made to an alternate payee other than a spouse or former spouse under a qualified domestic relations order (QDRO)
- Roth IRA distributions made within 12 months of a previous IRA distribution rolled to an IRA or Roth IRA distribution rolled to a Roth IRA.

Required minimum distributions (RMDs) for SIMPLE original IRA owners

The IRS requires you to withdraw a certain minimum amount from your SIMPLE IRAs by April 1 following the year you reach age 70 ½. Subsequent distributions must be made by December 31 each year. Distributions must be based on your life expectancy or the joint life expectancy of you and your spouse beneficiary. Failure to remove the full amount of the RMD may result in a 50% IRS excess accumulation penalty tax on the amount not removed. The RMD rules are complex. You should consult a tax adviser to ensure that you are meeting your RMD obligation for all your IRAs and Qualified Plans.

Certain enhanced annuity death benefits and optional living benefit riders may increase the value of your account for the purpose of determining your RMD. Regulations require that the value of these additional benefits of an annuity be used to calculate the RMD amount. For RiverSource annuities held within your IRA, we will send you a letter each January stating the "entire interest" value of the annuity. If you have one or more non RiverSource annuities offered by a third party issuer, the issuer of the annuity will provide all RMD information directly to you, even if the annuity shows as a position in the brokerage account.

To satisfy the RMD rules under 401(a)(9), an annuity payment option must meet annuity payment requirements of federal tax law. The annuity payment plans allowed under the terms of your contract are designed to meet these requirements. These annuity rules apply at any age.

Annuity payment requirements:

- (1) Payments must be paid in periodic payments for the owner's life (or joint lives of owner and beneficiary) or over a period certain that does not exceed the maximum period certain allowed; and,
- (2) The interval between payments for the annuity must be uniform over the entire distribution period and must not exceed one year; and,

- (3) Once payments have commenced over a period, the period may only be changed if certain requirements are met; and,
- (4) The minimum distribution incidental benefit (MDIB) requirements must be met; and,
- (5) All payments must be non-increasing, except for permitted increases.

Distributions from Inherited SIMPLE IRAs

An inherited SIMPLE IRA is an SIMPLE IRA that is generally in your name as a beneficiary of a SIMPLE IRA. Generally, distributions must begin by December 31st following the year of death. Different rules may apply if you are a spouse beneficiary or the original owner died before reaching their required beginning date. If an RMD was required for the year in which death occurs, and the RMD had not been satisfied by the decedent prior to death, the beneficiary(ies) must satisfy the RMD based on the original owner's life expectancy.

In general, distributions from inherited SIMPLE IRAs are taxable as regular income for the year in which the distribution occurs but are not subject to the early withdrawal penalty tax.

Please refer to IRS Publication 590, Individual Retirement Arrangements (IRAs) for more information regarding RMDs for beneficiaries.

Additional tax information

You must file IRS Form 5329, Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts, each year in which you receive a premature distribution, engage in a prohibited transaction, are subject to an excess accumulation penalty for not taking your full RMD for the year or exceeded your SIMPLE IRA contribution limit.

Section 6. Investments

Investment restrictions

You cannot invest a SIMPLE IRA in life insurance contracts or collectibles (as defined by the IRS). If your SIMPLE IRA acquires a collectible, the value of such will be considered a distribution, subject to income and penalty taxes, if applicable. Ameriprise Financial does not accept investments in coins, bullion or real estate, because sound custody and valuation is not feasible. In addition, Ameriprise Financial restricts investments in options to certain types of options.

Prohibited transactions

In general, a prohibited transaction under Section 4975 can occur if you direct the investment of your SIMPLE IRA for your own benefit or the benefit of family members. If you, as original or beneficial owner, engage in a prohibited transaction, your SIMPLE IRA will lose some or all of its tax-favored status, resulting in immediate taxation for the taxable year in which the prohibited transaction occurs and may be subject to the IRS 10% early withdrawal penalty if you are under age 59 ½ (25% within the first two years of participation).

Specifically, under IRS rules, a prohibited transaction is any direct or indirect: Sale, exchange or lease of any property between the disqualified person and the SIMPLE IRA; lending of money or other extension of credit between a disqualified person and the SIMPLE IRA; furnishing of goods, services or facilities between a disqualified person and the SIMPLE IRA; transfer to or use by or for the benefit of the disqualified person, the income or assets of the SIMPLE IRA; dealing by the disqualified person, who is a fiduciary, with the assets of the SIMPLE IRA in his or her own interest or for his or her own account; receipt of any consideration for his or her own personal account by any disqualified person, who is a fiduciary, from any party dealing with the SIMPLE IRA in connection with a transaction involving the income or assets of the SIMPLE IRA.

Pledging SIMPLE IRA assets as security for a loan

The portion pledged will be considered a taxable distribution and is subject to the early withdrawal penalty if applicable. Furthermore, borrowing from your SIMPLE IRA will result in result in a taxable distribution of the fair market value of your SIMPLE IRA in the year in which you borrow money from your contract.

Forfeiture and commingling

Your account and any assets will be clearly identified as yours and are not forfeitable, nor will they be commingled with any other client's property except in a common investment fund. Your SIMPLE IRA annuity contract is not transferable to another owner.

Part 2. SIMPLE IRA custodial agreement

The custodial agreement is the legal document governing your custodial SIMPLE IRA from Ameriprise Financial.

Article I

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in section 408(p). In addition, the Custodian will accept transfers or rollovers from other SIMPLE IRAs of the Participant. No other contributions will be accepted by the Custodian.

Article II

The Participant's interest in the balance in the custodial Account is nonforfeitable.

Article III

1. No part of the custodial Account funds may be invested in life insurance contracts, nor may the assets of the custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

Article IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Participants's interest in the custodial Account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Participants's entire interest in the custodial Account must be, or begin to be, distributed not later than the Participants's required beginning date, April 1 following the calendar year in which the Participant reaches age 70 $\frac{1}{2}$. By that date, the Participant may elect, in a manner acceptable to the Custodian, to have the balance in the custodial Account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of the Participant or the joint lives of the Participant and his or her designated beneficiary.
3. If the Participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Participant dies on or after the required beginning date and:
 - (i) the designated beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
 - (ii) the designated beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - (iii) there is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.
 - (b) If the Participant dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
 - (i) The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Participant's death. If, however, the designated beneficiary is the Participant's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Participant would have reached age 70 $\frac{1}{2}$. But, in such case, if the Participant's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - (ii) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.
4. If the Participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the Participant's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Participant reaches age 70 $\frac{1}{2}$, is the Participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Participant's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Participant's (or, if applicable, the Participant and spouse's) attained age (or ages) in the year.
 - (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 70 $\frac{1}{2}$, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - (c) The required minimum distribution for the year the Participant reaches age 70 $\frac{1}{2}$ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

6. The owner of two or more IRAs (other than Roth IRAs) may satisfy the minimum distribution requirements described above by taking from one IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

1. The Participant agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and 408(l)(2) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Participant the reports prescribed by the IRS.
3. The Custodian also agrees to provide the Participant's employer the summary description described in section 408(l)(2) unless this SIMPLE IRA is a transfer SIMPLE IRA.

Article VI

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and 408(p) and the related regulations will be invalid.

Article VII

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the persons whose signatures appear below.

Article VIII

(1) Definitions

- (a) **"Account"** means the custodial individual retirement account established by the Participant to which contributions may be made in accordance with the terms and conditions of this Agreement. All assets and investments of the Account shall be held by the Custodian for the exclusive benefit of the Participant, or following his or her death, the Participant's designated beneficiary.
- (b) **"Agreement"** means the Ameriprise Trust Company Traditional Individual Retirement Custodial Account Agreement as adopted by the Participant and as may be amended from time to time.
- (c) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.
- (d) **"Custodian"** means Ameriprise Trust Company, a trust company incorporated under the state of Minnesota, or any successor thereto.
- (e) **"Participant"** means the individual who has established the Account and has agreed to the terms of this Agreement.
- (f) **"Shares"** means units of one or more of the regulated investment companies that are a part of Columbia Threadneedle and that the Custodian permits to be available under this Agreement.

(2) Distribution Options.

In addition to the distribution options described in paragraph (3) of Article IV of the previous page, if the designated beneficiary is the Participant's surviving spouse, such surviving spouse may elect to treat the entire remaining interest in the Account as an individual retirement account maintained for the benefit of such surviving spouse.

(3) Excess Contributions.

If the Participant timely notifies the Custodian in writing that a contribution has been made for any tax year by or on behalf of the Participant in excess of the amount deductible under Section 219 of the Code, the Custodian will, following receipt of such notice, if so directed by the notice, distribute such excess contribution (and any net income) to the Participant.

(4) Beneficiaries.

- (a) Participant may designate, by delivery of a form provided by or acceptable to Custodian, a beneficiary or beneficiaries and a contingent beneficiary or beneficiaries, to receive the balance in the Account in the event of the death of the Participant.
- (b) Participant may amend or revoke any designation of Beneficiary by delivery of written notice to the Custodian in a form and manner acceptable to Custodian.
- (c) The designation, amendment, or revocation of beneficiary shall be effective only when filed with the Custodian during Participant's lifetime.
- (d) The primary beneficiaries (and contingent beneficiaries in the event no primary beneficiary survives Participant) shall be entitled to receive any undistributed amount credited to the Account at the time of Participant's death.
- (e) If all such designated beneficiaries have predeceased the Participant, or if at the time of the Participant's death there is no designation of beneficiary then in effect, the beneficiary shall be deemed to be the Participant's surviving spouse, if any. If there is no surviving spouse, then the beneficiary shall be deemed to be the Participant's estate.
- (f) If the beneficiary is a trust, distributions shall be made to the trustee of the designated trust. However, the trustee of the trust may, in a form and manner acceptable to Custodian, direct Custodian to make distributions to the trust's beneficiaries.
- (g) Following the death of the Participant, this paragraph four of Article VIII shall apply to the Participant's designated beneficiary in identical fashion as applied to the Participant.

(5) Investment Direction

- (a) The Participant will direct Custodian, in a form acceptable to Custodian, with respect to the method of investing and the investment of the assets in the Account. Such directions are limited to the methods of investing and the investments that are accessible to Participant through Ameriprise Financial Services, Inc., or its affiliated companies in the regular course of business. Participant (or Participant's designated beneficiary following the death of the Participant) may at any time change the method of investing and change the investment of assets in the Account by giving instructions to the Custodian in a form acceptable to Custodian.
- (b) The Participant may appoint as investment manager any individual or firm which is registered as an investment advisor under the Investment Advisors Act of 1940 ("Act"), or is exempt from registration under the Act, to direct the Custodian in the investment of Participant's Account. Any such appointment will become effective following receipt of written notice of the appointment (or such later date as may be specified in the notice). The appointment will remain in effect until the Custodian's receipt of written notice of termination (or such later date as may be specified in the notice). The fees and expenses of the investment manager will be charged to and paid from the Account, except to the extent that the Participant in his or her discretion pays them directly to the investment manager.

- (c) The Participant (or investment manager, if appointed) has the exclusive authority to manage and control the investment of the Account. The Custodian's responsibility is limited to implementing the investment directions it receives and to maintaining safe custody for the assets of the Account. The Custodian has no duty to question any investment direction it receives, to review the investments of the Account, or to make any suggestions with respect to the investment of the Account. Neither Ameriprise Financial Services, Inc., any affiliated company nor the Custodian will be liable for any tax or any loss of any kind which may result from any action taken pursuant to such investment directions or from any failure to act because of the absence of such directions.
- (d) If investment directions with respect to the investment of any contribution hereunder are not received as required, or if received, are unclear or incomplete in the sole opinion of Custodian, the contribution will be returned to the Participant, (or Participant's employer in the case of a group billing arrangement) or will be held uninvested (subject to the provisions of subparagraph 6(b)), pending clarification or completion of the investment direction, in either case without liability for interest or for loss of income or appreciation. If any other directions or other orders with respect to the sale or purchase of investments for the Account are unclear or incomplete in the opinion of the Custodian, Custodian will refrain from carrying out such investment directions or from executing any such sale or purchase, without liability for loss of income or for appreciation or depreciation of any assets, pending receipt of clarification or completion.
- (e) To the extent applicable, Custodian is directed by Participant to accept payments in lieu of dividends for this Account at the equivalent value of the dividend paid by the security.
- (f) Subject to the limitations described in this paragraph, Custodian will comply with all directions given to it by the Participant (or investment manager if appointed). All expenses incidental to carrying out the investment instructions will be charged to the Account.
- (g) Custodian may adjust its fees with respect to various methods of investing and investments selected by the Participant or investment manager. The Custodian may require in its sole discretion that investment instructions be received in writing. The Custodian may accept investment instructions transmitted through American Enterprise Investment Services, Inc.
- (h) Following the death of the Participant, this paragraph 5 of Article VIII shall apply to the Participant's designated beneficiary in identical fashion as applied to the Participant.

(6) Fees and Other Expenses

- (a) The Custodian will receive reasonable annual compensation for its custodial services unless otherwise agreed between the Custodian and Participant.
- (b) The Custodian may, as part of its compensation for services provided pursuant to this Agreement, receive the earnings from any uninvested amounts awaiting investment into or distributions from the Account. The Participant agrees that the Custodian may hold such uninvested amounts without incurring any liability for the payment of earnings on such uninvested cash.
- (c) Any income taxes or other taxes of any kind whatsoever that may be levied or assessed with respect to the Account, and any other expenses or fees (including but not limited to, the Custodian's annual administration fee, other expenses of the Account, fees for legal services rendered to the Custodian, and commissions and mark ups and mark downs for effecting securities transactions by Ameriprise Financial Services, Inc. and its affiliates) incurred by or on behalf of the Account shall constitute a charge upon the assets of the Account and shall be paid from the assets held hereunder, provided that Custodian's administration fee may, upon agreement by the Custodian, be separately paid to Custodian by the Participant. If any investments of the Account are to be liquidated for tax and or administrative purposes, including any past due amounts, and the Custodian has not yet received directions from the person with investment responsibility for the Account, the Participant (or Participant's designated beneficiary following the death of the Participant) hereby directs the Custodian to liquidate the investments in the following order:
 1. Assets not maintained in a brokerage account through American Enterprise Investment Services, Inc. in the following order:
 - (i) First, interest bearing accounts and Shares of money market funds; and
 - (ii) Second, Shares of investment companies registered under the Investment Company Act of 1940 (e.g. mutual funds) except Shares of a money market fund.
 2. Assets held in a brokerage account maintained with American Enterprise Investment Services, Inc. in the following order:
 - (i) First, interest bearing accounts and shares of any money market fund;
 - (ii) Second, shares of any investments companies registered under the Investment Company Act of 1940 (e.g. mutual funds), except shares of a money market fund;
 - (iii) Third, shares of stock (whether common or preferred);
 - (iv) Fourth, bond, debentures and other evidences of indebtedness.
 3. Any other assets held in the Account.

(7) Duties and Responsibilities of Custodian

The Custodian will have all powers necessary to carry out its duties under this Agreement, including (but not limited to) the following:

- (a) As directed by the person with investment responsibility for this Account: (i) To invest and reinvest the income and assets of the Account in any investments available through Ameriprise Financial Services, Inc. or its affiliated companies in the regular course of business, subject to the limitations in paragraph 5 of Article VIII; (ii) To buy exchange traded standardized puts and calls and write cash secured put options, and covered call options and to close out those transactions; (iii) To exercise conversion privileges or rights to subscribe for additional securities and to make payments for them from the Account; (iv) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities in the Account. (v) To hold securities without qualification or description in the name of the Custodian or any nominee, or in any other form under which title will pass by delivery; and (vi) To make, execute and deliver any and all contracts, waivers, releases or other written documents appropriate to the custodianship and investment of the Account.
- (b) Dividends and interest received in a brokerage account maintained with American Enterprise Investment Services for the benefit of the Participant's Account hereunder will be transferred daily into a trade settlement account established by the Custodian for the Account.
- (c) The Custodian or its Agent will send or forward to the person with investment responsibility for the Account a written confirmation of each transaction in the Account. It also will forward to the person with investment responsibility for the Account all notices, prospectuses, financial statements, proxies and proxy solicitation materials relating to the securities in the custodial account. All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Participant (or, following the death of the Participant, the Participant's designated beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address, of the Participant (or the Participant's designated beneficiary following the death of Participant) in the records of the Custodian.

- (d) Effective September 1, 2002, by establishing or maintaining the Account, the Participant (or Participant's designated beneficiary following the death of Participant) hereby directs the Custodian, and the Custodian shall, in the absence of written instructions from the Participant, vote any Shares held in the Account for which no timely voting instructions are received in proportionately the same manner as Shares timely voted by such Fund's other shareholders. If Participant (or Participant's designated beneficiary following the death of Participant) maintains a brokerage account through Ameriprise Financial Services, Inc., for Participant's IRA, the Participant hereby directs the Custodian, and the Custodian shall, in absence of written instructions from the Participant, cause the proxies for all holdings (including Shares) in the brokerage account to be voted in accordance with procedures established by Ameriprise Financial Services, Inc.'s proxy solicitation vendor.
- (e) The Custodian shall be responsible for custody of the assets credited to the Account. Subject to such requirement, the Custodian is authorized to make reasonable and contractual arrangements with its delegates, including affiliates of the Custodian, for services in connection with the Account, such as custody, temporary idle cash earnings arrangements, settlement, clearing, record keeping, confirmations, reporting, and other administrative requirements. Participant hereby authorizes Ameriprise Financial Services, Inc. or its affiliated companies to issue directions to Custodian on behalf of Participant.
- (f) The Custodian may delegate, pursuant to a written Agreement, to one or more entities, the performance of recordkeeping, ministerial, and other services in connection with the Account, for a reasonable fee (to be paid by the Custodian and not by the Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian deems appropriate.
- (g) The Custodian shall have no responsibility for (a) determining the propriety or amount of or collecting any contribution hereunder, or (b) determining the amount or timing of any distribution hereunder except as may be required by law.

(8) Removal or Resignation of Custodian

Custodian shall be notified in writing within 30 days after being removed or resigning as Custodian hereunder of the person or entity designated by the Participant as successor custodian, and Custodian shall transfer the assets held under this Account to the successor custodian. If a successor has not been so designated, Custodian, at its option may designate a successor and transfer such assets to such successor. If the Custodian designated herein shall merge with or be succeeded by another corporation, the new corporation, if legally qualified to do so, shall become the Custodian hereunder with all of the rights, duties and powers of the original Custodian, and such merging or succeeding shall not be deemed to be a change of Custodian. In any case in which Custodian does not continue to act in such capacity under this Agreement, and in which a successor custodian is not designated, Custodian shall distribute the assets held in the Account to the Participant and this Agreement and the Account shall be terminated. In any case in which a distribution of assets held hereunder is made, the Custodian may charge such assets with, or create a reserve for, the amount of any fees, taxes, expenses or costs of the Account, or securities transactions effected in such account or reasonable fees as may, in the Custodian's discretion, be due.

(9) Termination of the Account

The Participant may at any time terminate this Agreement and the Account by delivering to the Custodian an instruction to terminate or withdraw all assets from the Account. Termination of the Agreement and Account shall be effected by the Custodian distributing the assets held hereunder in a lump-sum to or for the benefit of the Participant (or his or her designated beneficiary) subject to the reserving of such funds as may be necessary to pay the fees and expenses referred to in Article XIII, and such termination shall occur automatically upon distribution of all assets held in the Account. Upon such termination, the Custodian, Ameriprise Financial Services, Inc., and its affiliates shall be relieved from all further liability with respect to this Agreement and the Account.

(10) Amendments

The Participant (and Participant's designated beneficiary following the death of Participant) delegates to the Custodian the authority to amend this Agreement in any respect, at any time (including retroactively) so that it may conform with applicable provisions of the Code or in order to obtain an Internal Revenue Service determination, opinion or ruling that such requirements are met, or to conform this Agreement with other applicable law. Further, Participant (and Participant's designated beneficiary following the death of Participant) delegates to the Custodian the authority to amend this Agreement for purposes other than those described in the preceding sentence, provided that any such amendment by the Custodian shall be communicated in writing to the Participant and Participant shall be deemed to have consented thereto unless, within thirty (30) days after such communication is mailed, the Participant (or Participant's designated beneficiary following the death of Participant) either (1) gives Custodian a proper instruction for a lump sum distribution of the Account, or (2) gives Custodian a proper instruction to transfer the Account, in a trustee-trustee transfer, to another custodian.

(11) Limitations on Custodial Liability and Indemnification

- (a) The Custodian shall exercise no discretion, authority, or responsibility as to any investment in connection with the Account and the Custodian shall not be responsible for the purpose, propriety or tax treatment of any contribution or of any distribution, or any other action or non-action taken pursuant to the Participant's (or designated beneficiary's, following the death of Participant) direction.
- (b) The Custodian shall be fully protected in acting upon any oral or written instructions or written instrument believed by the Custodian to be genuine and to have been properly made or executed and upon which it acts in good faith taking or omitting to take any action.
- (c) Custodian shall be under no obligation to engage in any litigation respecting the Participant, the Participant's designated beneficiary following the death of Participant, or the Account.
- (d) The Participant (and Participant's designated beneficiary following the death of Participant) shall at all times fully indemnify and hold harmless the Custodian, Ameriprise Financial Services, Inc., their agents, affiliates, successors and assigns and their officers, directors, and employees, from any and all liability arising out of or in connection with Account except the obligation of Custodian to perform the things specifically required to be done by it under this Agreement, or, except liability arising under applicable law or arising from gross negligence or willful misconduct on the part of the indemnified person.

(12) Governing Law

This Agreement and the duties and obligations of Custodian in connection with the Account, shall be construed, administered and enforced according to the laws of the State of Minnesota, except as superseded by federal law or statute.

(13) Separability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or un-enforceability 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.

(14) Arbitration

This Agreement contains a predispute arbitration clause. By establishing this IRA 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 Custodian or its Agents. You agree that all controversies that arise between us (including but not limited to those related to your IRA and any service or advice provided by a broker or representative), whether arising before, on or after the date you opened your IRA shall be determined by arbitration in accordance with the terms of this Agreement and the rules then prevailing of the Financial Industry Regulatory Authority. Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority, Inc.

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.

(15) No Security Interest or Right of Set Off

Participant shall not pledge the assets held in the Account. If Participant holds other accounts with Custodian or its affiliates, neither Custodian nor its affiliates shall have any right to offset debts of this Account against property held in such other accounts. Furthermore, to the extent Participant holds other accounts with Custodian or its affiliates and such accounts incur debts, neither Custodian nor its affiliates shall have any right to offset debts from amounts held within the Account. This provision shall supercede any provisions of any agreements executed by Participant with Custodian or any of Custodian's affiliates.

Learn about options for your retirement plan assets

If you have savings in an employer-sponsored retirement plan like a pension, 401(k) or 403(b) plan, you have an important decision to make when you change jobs, retire or otherwise become eligible to withdraw money from the plan, including:

- Leaving it in your former employer's plan
- Transferring it to your new employer's plan, if available and allowed by that plan
- Rolling it into an individual retirement account (IRA)

Comparison of retirement plan options

This chart compares some basic features of employer-sponsored plans and the Ameriprise® IRA. For a more complete comparison, ask your advisor to review the *Leave it or roll it?*® brochures with you. Your Ameriprise financial advisor can help provide the information you need to decide the most appropriate choice for some or all of your retirement savings.

	Defined contribution plan	Defined benefit plan	Ameriprise® IRA
Control of custodian/service providers	<ul style="list-style-type: none"> • Plan fiduciary chooses custodian, record keeper and other service providers. 	<ul style="list-style-type: none"> • Plan fiduciary chooses custodian, record keeper and other service providers. 	<ul style="list-style-type: none"> • Investor chooses custodian and has full control and access to assets
Investment options	<ul style="list-style-type: none"> • Plan fiduciary typically narrows investment universe to a selected menu of investment options from which investor may select (subject to potential blackout periods and other restrictions) 	<ul style="list-style-type: none"> • Employer guarantees payments and bears investment risk and directs investments 	<ul style="list-style-type: none"> • Access to a wide range of investment products from which investor may select
Investment services	<ul style="list-style-type: none"> • May offer investor access to professional investment advice or education 	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Investor chooses desired level of advice and financial planning services
Distribution flexibility	<ul style="list-style-type: none"> • Distribution options depend on the plan's terms and may be limited as to frequency; some plans only permit lump sum distributions; may have limited ability to control which investments are sold 	<ul style="list-style-type: none"> • Distribution options typically include single life, joint and survivor and other annuity options. May be able to opt for other periodic payments and one-time lump sum payments (subject to plan terms) 	<ul style="list-style-type: none"> • Investor has control of timing, frequency of payments, and which investments are sold to fulfill distributions
Beneficiary planning and options	<ul style="list-style-type: none"> • May select spousal beneficiary • Some plans allow for other designations • May limit the payout options for your non-spouse beneficiary and your ability to name multiple or contingent beneficiaries 	<ul style="list-style-type: none"> • May select spousal beneficiary • Some plans allow for other designations 	<ul style="list-style-type: none"> • Flexible options, including multiple and contingent designations and lifetime payout options for non-spouse beneficiaries
10% early withdrawal penalty	<ul style="list-style-type: none"> • A penalty tax will apply unless you meet certain exceptions 	<ul style="list-style-type: none"> • A penalty tax will apply unless you meet certain exceptions 	<ul style="list-style-type: none"> • A penalty tax will apply unless you meet certain exceptions
Roth conversions/direct rollovers	<ul style="list-style-type: none"> • May be eligible for in-plan Roth conversion depending on the plan's terms • May convert eligible rollover distributions from the plan to a Roth IRA 	<ul style="list-style-type: none"> • May convert eligible rollover distributions from the plan to a Roth IRA 	<ul style="list-style-type: none"> • You may convert from an employer-sponsored plan or an IRA to a Roth IRA • Inherited IRAs not eligible for conversion to Roth IRAs
Creditor protection	<ul style="list-style-type: none"> • Assets are protected from creditors 	<ul style="list-style-type: none"> • Assets are protected from creditors 	<ul style="list-style-type: none"> • Federal bankruptcy protection applies to rollover amounts • Protection outside of federal bankruptcy law varies by state
Employer securities and net unrealized appreciation (NUA)	<ul style="list-style-type: none"> • Tax on the appreciation of an in-kind distribution of employer stock is deferred until you sell the shares and will be at the capital gains rate 	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • NUA tax treatment is lost for employer stock that is rolled over to an IRA

	Defined contribution plan	Defined benefit plan	Ameriprise [®] IRA
Federal withholding rules	<ul style="list-style-type: none"> Taxable eligible rollover distributions are subject to a mandatory 20% federal withholding 	<ul style="list-style-type: none"> Taxable eligible rollover distributions are subject to a 20% mandatory federal withholding 	<ul style="list-style-type: none"> Generally subject to an optional 10% federal withholding
Loans	<ul style="list-style-type: none"> May permit loans, but typically only for active employees 	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none"> Loans are not allowed
Required minimum distributions (RMDs) for plan participants and IRA owners (Different rules apply to inherited amounts)	<ul style="list-style-type: none"> Generally must be taken by April 1 of the year after you reach age 70½ If you are not a 5% owner and the plan provides, you may wait until after retirement 	<ul style="list-style-type: none"> Generally must be taken by April 1 of the year after you reach age 70½ If you are not a 5% owner and the plan provides, you may wait until after retirement 	<ul style="list-style-type: none"> Must be taken by April 1 of the year after you reach age 70½, regardless of whether you continue to work Not applicable to Roth IRAs Qualified Charitable Distributions (QCDs) are available

Fees

The table below compares some typical fees and costs for employer-sponsored plans and the Ameriprise IRA. The fees and costs that apply to your plan and to available IRA options will depend on your particular arrangements and circumstances, including the services you choose. In many cases, an Ameriprise IRA will cost more than an employer plan. If you decide to roll over employer-sponsored plan assets to an IRA that has higher costs, you have selected this option so that you can take advantage of an Ameriprise IRA, including the ability to receive professional investment advice and other services from Ameriprise and your advisor.

	Defined contribution plan	Defined benefit plan	Ameriprise [®] IRA
Investment services	<ul style="list-style-type: none"> Some plans provide access to institutional pricing (based on total plan assets, not just your account), which may result in lower investment expenses Typically, no sales charges or commissions apply unless you have a brokerage account in the plan 	<ul style="list-style-type: none"> Because benefits are guaranteed, fees do not generally affect your stated benefits 	<ul style="list-style-type: none"> Your investment expenses depend on your particular circumstances and your arrangements with Ameriprise If you open a brokerage account, you may be charged a transaction fee when trading within your account If you invest through an advisory account, sales charges and commissions are generally included in the advisory fee Your costs and the compensation paid to your Ameriprise financial advisor will vary based on the products and services you choose
Account, administrative and other fees	<ul style="list-style-type: none"> Your employer may offer access to professional investment advice at the employer's expense, or at an additional charge to your account Employers may charge reasonable fees to former workers and their beneficiaries who remain in the plan Plan fees typically include plan administrative fees (e.g., recordkeeping, compliance, trustee) and fees for services such as access to a customer service representative 		<ul style="list-style-type: none"> An annual IRA custodial fee may apply but will be waived if you qualify for Ameriprise Achiever Circle Elite status

These materials are intended to be educational in nature and do not establish a fiduciary relationship. Further, the information contained in this document should not be construed as an investment opinion or recommendation by Ameriprise Financial Services, Inc. to buy or sell securities.

Ameriprise Financial, Inc. and its affiliates do not offer tax or legal advice. Consumers should consult with their tax advisor or attorney regarding their specific situation.

Be sure you understand the potential benefits and risks of an IRA rollover before implementing. As with any decision that has tax implication, you should consult with your tax advisor prior to making your final decision.

Investment products are not federally or FDIC-insured, are not deposits or obligations of, or guaranteed by any financial institution, and involve investment risks including possible loss of principal and fluctuation in value.

Investment advisory products and services are made available through Ameriprise Financial Services, Inc., a registered investment adviser.

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IRA services

The IRA custodian, or provider, of your IRA plays an important role in helping you with your objectives. Each IRA custodian establishes its own rules, within IRS guidelines, and not all custodians offer the same services. Ameriprise Financial Services, Inc. provides flexible custodial services¹ and listed below are some of the capabilities and services Ameriprise makes available to our IRA clients.² Your Ameriprise financial advisor is also available to provide personalized advice and guidance to help you reach your financial goals.

Product solutions

Offers a brokerage platform that can hold equities, mutual funds and fixed income products as well as a wide range of other product solutions; some of which may provide guaranteed retirement income options^{2,3}

Alternatively available for qualifying clients is a personalized asset-based advisory relationship with a variety of managed account solutions.

Allows for alternative investments designed to be low or non-correlated to traditional markets⁴

Account maintenance

Provides flexible service options, including phone, online and advisor account access

Offers online planning tools and resources

Provides notification of IRA contribution opportunities and deadlines

Monitors accounts for IRA excess contributions above the IRS limit

Sends annual required minimum distribution notification to owners of IRA accounts (including IRA beneficiaries)

Flexible beneficiary planning

Permits multiple beneficiaries on a single IRA

Permits multiple IRAs with different beneficiaries

Permits contingent beneficiary designations

Permits restricted beneficiary payouts⁵

Recognizes power-of-attorney requests

Accepts certain customized beneficiary designation forms from attorney

Accommodates look-through treatment for qualifying trust beneficiaries

Defines "default" if IRA owner has failed to name a beneficiary

Supports trust beneficiary designations with full trust services⁶

Allows UGMA/UTMA ownership to be named as beneficiaries

Beneficiary options

Allows IRA owner's beneficiaries to stretch distributions over their life expectancies

Allows beneficiaries to name their own beneficiaries after the death of the IRA owner

Allows beneficiaries to move monies after account owner's death

Allows multiple beneficiaries to establish separate accounts

Accepts timely disclaimer of beneficiary's benefits

¹ Services listed are for IRAs held with Ameriprise Trust Company as custodian

² For a broad description of the products and services available at Ameriprise Financial see our Client Relationship Guide available on www.Ameriprise.com

³ Subject to the claim paying ability of the issuer

⁴ Alternative investments cover a broad range of strategies and structures with a long-term expectation of illiquidity. Alternative investments involve substantial risks and may be more volatile than traditional investments, making them more suitable for investors with an above average tolerance for risk.

⁵ Available for IRAs held in brokerage or managed accounts

⁶ Trust services available through Ameriprise National Trust Bank for trusts that meet certain requirements

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Investment products are not federally or FDIC-insured, are not deposits or obligations of, or guaranteed by any financial institution, and involve investment risks including possible loss of principal and fluctuation in value.

Investment advisory products and services are made available through Ameriprise Financial Services, Inc., a registered investment advisor.