

AMERIPRISE FINANCIAL SERVICES LLC QUALIFIED PLAN INVESTMENT PROVIDER AGREEMENT

(For Investment Only Accounts)

This Agreement applies if an investment only account(s) is established for a qualified plan ("Plan") with Ameriprise Financial Services, LLC ("AMPF"). By establishing an investment only account(s) and signing the investment application, the trustee of the plan (the "Trustee") is agreeing to all of the terms of this Agreement. In the event that any underlying AMPF investment or service ("investment(s)") used to fund the Plan contains provisions in its service agreement, prospectus, contract, or other such materials, that conflict with the terms of this Agreement, the terms of the underlying AMPF investment will prevail unless such terms are in violation of applicable qualified plan laws and regulations, in which case, such laws and regulations will prevail. This Agreement is effective immediately and supercedes all prior agreements, arrangements or oral representations between AMPF and the Trustee or Employer with respect to the Plan.

1. **Investment Only Accounts.** The Trustee directs AMPF to establish one or more investment only accounts (each an "Account") for the Plan. AMPF will establish only one Account for the Plan unless the Trustee directs that separate Accounts be established, one in the name of each participant to allow the participant to direct the investment of that Account (a "Participant-Directed Account"). A Participant-Directed Account may be in the form of a brokerage account if so directed by the Trustee, provided that any participant who establishes a brokerage account will be required to enter into a brokerage account agreement with AMPF.

AMPF will maintain custody of the assets held in an Account.

The Trustee acknowledges receipt of the Ameriprise ERISA 408 (b)(2) Fee Disclosure Guide and has had sufficient opportunity to review its terms. The Trustee agrees that the fees outlined in the guide are reasonable for the services the Trustee expects to receive. The Trustee acknowledges they are required to provide the 404(a)(5) plan participant disclosure.

2. **Investments.**

- (a) **Selection of Investments.** The Trustee will be solely responsible for the investments in an Account other than a Participant-Directed Account. AMPF does not have any responsibility or discretion for investment selection or monitoring, or any responsibility for determining whether any investment or the trading of any investment(s) is appropriate or suitable for the Plan or any Account, nor does any affiliated company, director, officer or employee of AMPF or an affiliated company (together the "Affiliates"), except to the extent AMPF or an Affiliate specifically acknowledges and accepts such responsibility in writing. Certain investments may require payment of surrender or similar charges in the event of early withdrawals, distributions, terminations or similar events.

AMPF will invest assets only at the direction of one of the following (an "Authorized Person"):

- (i) The Trustee (and if more than one individual serves as trustee, at the direction of all trustees or any trustee as indicated on the investment application form); or
- (ii) In the case of a Participant-Directed Account, from the participant in whose name the Account is established. (A participant for this purpose may be a beneficiary following the death of a participant, or an alternate payee under a qualified domestic relations order, as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA").)

AMPF will not take investment direction from any person other than an Authorized Person (for example, AMPF will not take

direction from a named fiduciary or investment manager for the Plan, and any such person is required to act through the Trustee).

In the event of unclear contribution information, if the discrepancy cannot be resolved to the satisfaction of AMPF, the funds will be returned by the 3rd business day. Examples of unclear or incomplete information includes, but is not limited to, over or under payments that do not match the total contribution amount, missing or inaccurate account information, or no investment direction.

If an amount is contributed on behalf of an employee for whom a Participant-Directed Account has not been established, AMPF will return the funds attributable to that employee.

All contributions made under this Agreement by the Employer are irrevocable. After deposit into an Account or Participant-Directed Account, the Employer shall have no further control over such contribution and the terms of the Participant's Account become fully effective.

- (b) **Limitation on Investments.** An Account can be invested only in investments that are accessible through AMPF in the regular course of business, and AMPF is directed to disregard any investment direction that is inconsistent with this limitation.

- (c) **Investment Provider not Insurer.** AMPF does not guarantee any Account from loss or depreciation.

- (d) **Rights of Accumulation.** The Trustee will be responsible for notifying AMPF as to whether any participant in the Plan may be entitled to rights of accumulation with respect to Plan investments, and AMPF will exercise all appropriate rights of accumulation based on information provided by the Trustee.

3. **Identifying Authorized Persons and Employer**

Representatives. The Employer or Trustee will inform AMPF in writing of the identity of (and any change in) the Authorized Persons. The Trustee also will inform AMPF in writing of the identity of (and any change in) the person(s) authorized to act on behalf of the Employer with respect to the Plan. AMPF may assume that the person(s) executing the investment application is authorized to act on behalf of the Employer until notified in writing otherwise.

AMPF is entitled to completely rely without question on the information provided by the Trustee as to Authorized Persons. AMPF also is entitled to consider any direction received from an Authorized Person to be valid and proper, and AMPF is not required to question or challenge the direction or the authority of the Authorized Person.

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4. **Nature of Services Provided.** AMPF will maintain custody of the assets held in an Account. However, AMPF is not an administrator, trustee, investment manager or named fiduciary with respect to the Plan, and has assumed no recordkeeping responsibilities with respect to the Plan. The Employer will not appoint AMPF to any such role in any document, nor represent to participants or any other person that AMPF serves in any such capacity with respect to the Plan.

AMPF is not a fiduciary with respect to the Plan, except to the extent AMPF specifically acknowledges and accepts fiduciary status in writing. The Parties intend that AMPF serve solely in a non-discretionary role, and that AMPF not act as fiduciary as a result of the functions and services it provides under this Agreement. The Employer will not represent to participants or to any other person that AMPF serves in a fiduciary capacity with respect to the Plan.

5. **Deposits into an Account.** AMPF will accept deposits into an Account from the Employer, but is not responsible for determining the source of the deposits, enforcing any contribution requirements of the Plan, or otherwise questioning the deposits in any way.

6. **Payments from an Account.** The Trustee may direct AMPF to make payments from the Account provided that such directions are made in a manner acceptable to AMPF. Payments may be in cash or property, or partly in each, as directed by the Trustee, provided in the case of a distribution of property that such distribution is acceptable to AMPF.

AMPF is not responsible for determining whether payment instructions conform to the terms of the Plan, whether the payment will be used in a manner appropriate under the Plan, or otherwise questioning payment instructions in any way. AMPF is not responsible for determining whether a payment represents a return of deposits or earnings, whether it reflects a particular type of contribution made to the Plan, or whether all or any part of such amounts may be an "eligible rollover distribution" as that term is defined in the Internal Revenue Code ("Code").

AMPF will not be required to pay amounts in excess of the net realizable assets then held in an Account.

In the case of any payment, an Authorized Person will be responsible for directing the investments that will be liquidated to allow for such payment, and AMPF will not process (in whole or part) any payment that requires the liquidation of securities or other property without such directions from an Authorized Person.

7. **Plan Administration.**

(a) **Administration.** The Employer and Trustee are solely responsible for all matters relating to the administration of the Plan, including, but not limited to, eligibility determinations, determination of vested percentages, beneficiary determinations, the filing of required reports and documents with government agencies, issuance of required disclosures to participants, the collection of necessary data and/or forms, document interpretation, nondiscrimination testing, the determination of rollover eligibility, the processing of rollovers, the calculation, withholding and remittance of income tax withholding, tax reporting and the keeping of records for participant interests in, and distributions from, the Plan.

The Trustee may reasonably direct AMPF to provide information to a third party administrator or recordkeeper for the Plan.

(b) **Records and Statements.** AMPF will not be required to provide statements to participants. Any statements that AMPF may send to the Trustee, participants or a recordkeeper will reflect the current value of assets on deposit in an Account as reflected on AMPF's systems. AMPF does not maintain or provide information on vested or accrued balances. Employer and Trustee understand that any statement provided to any Trustee or participant by

AMPF is not intended to meet the requirements for participant statements under the Pension Protection Act of 2006, the Department of Labor's regulations issued under ERISA section 404(a)(5), or any other ERISA or state reporting requirements.

(c) **Audit.** Employer and Trustee understand that AMPF does not conduct an SSAE16 audit that may be necessary for plan's to qualify for a limited scope audit.

8. **Bonding.** The Employer will maintain (or cause to be maintained) the proper type and amount of bond required under ERISA, and will extend coverage under such bond to AMPF.

9. **No Legal, Investment or Tax Advice.** AMPF is not providing legal, investment or tax advice, and the Employer and/or Trustee will not rely on AMPF for such advice in relation to the Plan and the assets of the Plan. The Employer and Trustee will obtain from third parties such legal, investment and tax advice as they may require or consider appropriate in relation to the Plan and the assets of the Plan.

10. **Reliance on Information.** AMPF may rely upon the completeness and accuracy of all information provided to AMPF by the Employer, the Trustee or participants, and AMPF will not be responsible for any errors, delays, additional costs or lost earnings resulting from the receipt of incomplete, inaccurate, or untimely information from any of the same.

11. **Proxies and Other Incidents of Ownership.** AMPF will deliver (or cause to be delivered) to the Trustee all notices, prospectuses, finance statements, proxies and proxy soliciting materials relating to investments held in an Account.

12. **Qualified Status of Plan.** The Employer will maintain the Plan as a qualified plan under Section 401(a) *et. seq.* of the Code, and will administer it consistent with the Code, ERISA and other applicable law. AMPF may assume that the Plan is a qualified plan and that the trust supporting the Plan is tax-exempt under Section 501(a) of the Code. AMPF is not responsible for design or qualification of the Plan.

The Employer represents that the Plan is either (i) not required to file Schedule C of Form 5500 or, (ii) is required to file Schedule C of Form 5500 and has notified AMPF of such obligation in writing. In the event that Employer later becomes subject to reporting under Schedule C of Form 5500, Employer shall promptly notify AMPF in writing.

13. **Limitation of Liability.** NEITHER AMPF NOR ITS AFFILIATES WILL BE LIABLE TO THE EMPLOYER, THE TRUSTEE, OR THE PLAN OR TRUST FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF AMPF OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITH RESPECT TO THIS AGREEMENT, EXCEPT WITH RESPECT TO FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AMPF OR ITS AFFILIATES, THE AGGREGATE LIABILITY OF AMPF AND ITS AFFILIATES FOR DIRECT DAMAGES TO EMPLOYER, TRUSTEES, PLAN AND TRUST WILL NOT EXCEED FIVE THOUSAND DOLLARS.

14. **Indemnification.** The Employer agrees to indemnify and hold AMPF harmless from and against any and all liability, loss, expense, charge, claims, judgments, settlements, reasonable attorney's fees, and any other costs arising out of or in connection with this Agreement, including, without limitation, (i) the negligence, bad faith, or intentional misconduct of the Employer, the Trustee or the participants in the Plan, or the failure of any fiduciary with respect to the Plan to comply with the duties imposed on the fiduciary under ERISA; (ii) the representations, warranties, covenants, information or documents provided by the Employer, the Trustees or the participants in the Plan; (iii) a direction of the Employer or any Authorized Person, or actions made in good faith by AMPF or its Affiliates in the absence of such direction; (iv) failure to maintain

the tax-qualified status of the Plan or otherwise comply with applicable law; or (v) any operational errors requiring correction to maintain or administer the Plan consistent with applicable law.

15. Compensation.

(a) **Service Fees from Mutual Funds.** AMPF and its Affiliates may receive compensation from certain mutual funds or their affiliates for services that AMPF and its Affiliates provide to the funds, including but not limited to the purchase and redemption of shares, recordkeeping, and delivery of fund prospectuses and related materials. This compensation is paid directly to AMPF and its Affiliates by the funds pursuant to a services agreement between AMPF or its Affiliates and each fund or its affiliate. This compensation may be based on a percentage of the average daily net asset value of shares invested in the fund, a set fee per each fund invested in, or both.

(b) **Incidental Fees.** If it is necessary for AMPF or its Affiliates to repeat any portion of its services due to incorrect or incomplete information or direction provided by the Trustee or another named fiduciary, AMPF reserves the right to charge additional fees. AMPF will pay all fees and expenses reasonably incurred by it in providing services to the Plan from the Plan's assets, unless the Trustee pays the fees and expenses directly to AMPF in a timely manner. The Trustee will not treat any fee or expense paid, directly or indirectly, by the Trustee as an employer contribution, provided the fee or expense relates to the ordinary and necessary administration of the Plan.

(c) **Float.** AMPF and its Affiliates may, as part of the compensation for its services, receive the earnings from any uninvested amounts awaiting investment into or distributions from the Plan. Such compensation may include overnight float income on uninvested cash with respect to payment processing. With respect to check processing, float is received from the time a check is processed until the check is cashed, or, with respect to uncashed checks, returned to an Account. The trustee agrees that AMPF may hold uninvested amounts without incurring any liability for the payment of earnings on such uninvested cash.

Float income generally is earned based on the then current rate on U.S. Government money market mutual fund(s) that are not affiliated with AMPF or an Affiliate.

(d) **Reasonable Compensation.** Trustee or other named fiduciary agrees that the compensation or fees described in this section are reasonable in light of the services being provided by AMPF or its Affiliates.

16. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. However, AMPF may assign this Agreement or any of its rights or obligations hereunder to a successor or parent entity, or wholly owned affiliate of such entity.

17. Binding Arbitration. Any unresolved controversy arising out of, or relating to, this Agreement, will be settled by binding arbitration pursuant to the Federal Arbitration Act, before an independent arbitration panel which will be mutually agreed upon by the parties. If the parties are unable to agree upon an independent arbitration panel, arbitration will be before the American Arbitration Association ("AAA"). The arbitration panel will consist of three members, one selected by AMPF, one selected by the Employer, and the third selected by the two arbitrators. The decisions made by the majority of the panel will be final and binding on the parties. Such judgment may be entered and enforced by any court of competent jurisdiction.

18. Termination of Agreement. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination. Upon termination of this Agreement, Trustee agrees to liquidate all assets in a manner acceptable to AMPF. AMPF will return all assets of an Account to the Trustee as soon as practicable following such liquidation and receipt of

written disbursement instructions. If Trustee fails to provide written disbursement instructions within sixty (60) days of receipt of written notice, AMPF may deliver assets in any manner determined reasonable by AMPF. The representations of each party and the terms of this Agreement will remain in full force and effect until all assets of an Account are delivered to the Trustees. Sections 13, 14, and 17 will survive the termination of this Agreement.

19. Service of Subpoenas or Other Legal Process. AMPF may respond to a subpoena or any other service of legal process in the ordinary course. However, AMPF will be under no obligation to engage in any litigation respecting the Employer, the Trustees, the Plan, a participant, the named fiduciary or the administrator of the Plan. Following receipt of a request from the Trustees in a form acceptable to AMPF, AMPF will also provide to the Trustees the Plan records in AMPF's possession that the Trustees reasonably deems necessary to respond to a service of legal process.

20. Distribution of Materials. AMPF or an Affiliate (or an agent thereof) may send marketing materials and communications to participants for the purpose of providing financial, retirement or other information.

AMPF has the right to review and approve prior to any use any materials that the Employer or Trustee may develop for dissemination to participants that contain the name of or include a reference to AMPF or its Affiliates, or to investments offered through AMPF.

21. Governing Law. This Agreement will be administered, construed, and enforced in accordance with the laws of the State of Minnesota (without regard to its conflict of law rules) to the extent not preempted by ERISA or any other laws of the United States.

22. Amendments. The parties may amend this Agreement in writing. AMPF also may amend this Agreement by providing prior written notice of such amendment to the Employer (at its last known address). The notice will identify the effective date of the amendment, which will be not less than forty-five days from the date of delivery of such notice. The Employer may reject such amendment in writing via first class mail, provided such objection is physically received by AMPF prior to the effective date. Rejection of such amendment will result in termination of this Agreement in accordance with Section 18.

23. Notice; Waiver of Notice. Any notice, instruction, request, or other communication required or contemplated by this Agreement will be delivered to AMPF at the mailing address designated below or at a communicated e-mail address or fax number. Any notice required under this Agreement may be waived by the receiving person.

24. Entire Agreement. This Agreement constitutes the entire agreement with respect to the matters contemplated herein between the Employer and AMPF and supercedes all prior agreements (including, without limitation, the IDS Financial Corporation Defined Contribution Prototype Plan and Trust agreement), proposals and negotiations, whether written or oral.

25. Validity. The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect. The Employer represents that it and the Trustee are duly authorized to enter into and perform their respective obligations under this Agreement.

26. No Right of Offset. Trustee shall not pledge the assets held in the Account. If Trustee holds other accounts with AMPF or its affiliates, neither AMPF nor its affiliates shall have any right to offset debts of this Account against property held in such other accounts. Furthermore, to the extent Trustee holds other accounts with AMPF or its affiliates and such accounts incur debts; neither AMPF nor its affiliates shall have any right to offset debts from amounts held within the Accounts. This provision shall supersede any provisions of any agreements executed by Trustee with AMPF or any of AMPF's affiliates.

27. Custody of Assets with Issuer. Certain assets, such as annuities issued by insurance companies are only linked to your AMPF brokerage account. This means that AMPF will not actually maintain custody of the assets. However, as a courtesy, AMPF will include an approximate value of these assets on your statement. Such values are received by AMPF from the issuer(s) on a weekly or even monthly basis. For most recent valuation data, contact your issuer directly.

Ameriprise Financial Services, LLC
10475 Ameriprise Financial Center
Minneapolis MN 55474

CHECK-WRITING ADDENDUM

This Addendum to the Ameriprise Financial Services, LLC Qualified Plan Investment Provider Agreement (the "Agreement") establishes certain limited integrated financial services functionalities to your account (the "Account"). Terms not otherwise defined herein shall the meaning set forth in the Agreement.

1. Ameriprise ONE® Financial Account. You agree that your Account will be designated as a limited purpose *Ameriprise ONE®* Financial Account. Your limited purpose *Ameriprise ONE®* Financial Account will offer limited integrated financial services that include a brokerage account, a checking account, and certain other services as mutually agreed to by the parties. You agree that we will establish a check-writing account, on your behalf, at our processing bank so you may access your Account with a checkwriting redemption privilege through your brokerage account. You agree that the certified taxpayer information you have provided shall be used for tax reporting by American Enterprise Investments Services, Inc. (AEIS) for your Account. You acknowledge that all disbursements will be made for the benefit of the beneficial owner in accordance with your authority and in accordance with the statutes in effect. You further acknowledge that the fiduciary is responsible for all tax reporting obligations, including issuing any Form 1099-R that would be required if the check is a distribution of a participant's benefit in the plan. The federal Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations prohibit commercial customers from sending funds or receiving deposits of any kind relating to illegal Internet gambling. Ameriprise Financial is required to enforce that prohibition. You understand that by opening and maintaining an *Ameriprise ONE®* Financial Account, in which check writing privileges are made available through Ameriprise Financial, you agree to call and notify us at 1.800.862.7919 if your Account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not notify us, you understand that we may terminate your access to various payment methods or close your Account. When your limited purpose *Ameriprise ONE®* Financial Account is opened, AMPF will establish a deposit account on your behalf to provide you with the account features mutually agreed to by the parties. You will have access to the features in the check-writing sections of this Addendum. AMPF, its affiliates, and third parties engaged by AMPF may receive financial benefits for activities they provide. You authorize AMPF and your Ameriprise financial advisor to have access to your 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 any Ameriprise Financial affiliates.

2. If you choose to initiate the Check-writing features associated with your Ameriprise ONE® Financial Account, you hereby consent and agree to the additional terms and conditions:

Check Writing Privilege. You may access your account with a check writing redemption privilege through your brokerage account at our processing bank. Your monthly statements will list each check paid on your account. Certain fees may be imposed, such as stop payment fees and fees for copies of canceled checks. Checks drawn on your brokerage account may not be used to purchase or carry securities. Deposits made into the check-writing feature of your *Ameriprise ONE®* Financial Account will automatically be forwarded to the cash sweep option within your brokerage account. You acknowledge 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.

Transfer of Funds. We are authorized to transfer funds, at your request, between your *Ameriprise ONE®* Financial Account and any eligible account. Transfers into your brokerage account should be made into your *Ameriprise ONE®* Financial Account checking account. These funds representing uninvested cash will be swept into your selected account and will then be available for subsequent transactions. Your brokerage account and all investments available in your brokerage account, except the AIMMA, are not deposits or obligations of or guaranteed by any financial institution, and involve investment risks including possible loss of principal.

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1.888.356.1006 or writing to us at Ameriprise Financial 834 Ameriprise Financial Center, Minneapolis, MN 55474-0834. The Bank must receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing. Please refer to our fee schedule for the amount we will charge you for each stop payment request.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will be. Alternatively, you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to your request, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (3) There may be other exceptions stated in our agreement with you.

Payments. You must maintain cash in your account sufficient to pay any checks you write, any Online Bill Payment transfers, wire transfers, ACHs transactions. Payments for checks, Online Bill Payments, wire transfers, ACHs and brokerage fees will be deducted from the available cash in your account.

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Transaction Presentment. We will debit your account immediately whenever a check is presented for payment on your behalf, or when a fee is due. You authorize us to automatically transfer funds from your account to cover checks or brokerage fees. You agree that neither we nor our processing bank will be liable for any loss you incur in connection with the check writing privilege, unless we are negligent in fulfilling this Agreement. In no event will we or our processing bank be liable for consequential, special, or indirect damage or loss.

Quarterly Fee. We will deduct from your brokerage cash sweep account a quarterly fee of \$25 for processing and administration unless the account is open fewer than three months. We may change the amount of this fee from time to time. We will notify you before an increase in the fee becomes effective.

Additional Terms. We will notify you as soon as possible, by telephone or in writing, if an electronic funds transfer (EFT) transaction cannot be processed or has been rejected by another financial institution. We reserve the right to refuse to honor your request for an EFT transfer for any reason.

3. Disclosures. You are aware that the check-writing and any bill payment features of your *Ameriprise ONE*[®] Financial Account are intended to afford you access to the assets in your Account, and that your brokerage account is not a bank account. AMPF 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.