

Durable Power of Attorney for Ameriprise Financial® Accounts and Products



Important information to consider before completing this form:

- By completing this durable power of attorney (POA) form, you (the principal) will name a person(s) to act on your behalf, known as your attorney in fact (AIF) and they will have the authorities/powers you select in this form.
- Ameriprise Financial will rely on the most recently submitted POA, rather than any previously executed POA document on file with Ameriprise Financial.
- You should consult an attorney or tax consultant for any implications prior to completing this form. Ameriprise Financial and its advisors do not provide legal or tax advice.
- Ameriprise Financial advisors are prohibited from acting as a POA on behalf of Ameriprise Financial clients.
- Please be aware a third party vendor may not accept this Ameriprise Financial POA and may require their own form.
- This durable power of attorney form is used for your financial accounts and/or your insurance and annuity products. Throughout this form and the attached agreements the term "Account(s)" refers to your designated account(s) with Ameriprise Financial Services, Inc., a dually-registered investment advisor and introducing broker-dealer, American Enterprise Investment Services, Inc., Life Insurance Company and RiverSource Life Insurance Co. of New York, each a wholly owned subsidiary of Ameriprise Financial, Inc. The entities listed in this section shall be collectively referred to as "Ameriprise Financial."

Principal Client ID



This form is not to be used:

- By a trustee to appoint an agent or successor trustee.
- To name an AIF to act on behalf of a trust.
- To establish a court appointed fiduciary(ies) (e.g. estates, guardianships, conservators, etc).

Part 1 Principal Information

Principal First Name MI Last Name

Part 2 Activation of Your Power of Attorney

When should the AIF have the authority to transact on your accounts? (Select only one)

- Immediately
- Springing - Allowing the form to be on file, however, it will not become effective until you become incapable of making your own financial decisions. To activate a springing POA, Ameriprise Financial must receive a letter from a doctor or hospital administrator on their letterhead as proof of the principal's incapacitation along with a completed and signed Establishing a New Fiduciary, Form 402541.

If no selection is made, the default is to permit each AIF to act immediately.

If immediately, do you want us to inform the powers to your AIF at this time? Yes No

If no selection is made, we will send to your AIF(s) a confirmation of their authorities. (For springing, the powers are not yet active, therefore we will not inform your AIF at this time.)

Part 3 Name Your Attorney in Fact

- Each AIF must be of legal age, either a U.S. citizen or U.S. resident alien, and must have a U.S. permanent address.
- If the AIF has an Ameriprise Financial client ID, only the name and client ID fields are required in this section. If the AIF does not have a client ID, all fields below must be completed.

How many AIFs do you wish to name? 1 2 3 4 5 More than 5

If there are more than 5 AIFs please complete additional AIF pages of this form and submit as one packet.

If more than one AIF is named, can all AIF(s) act independently? Yes No



Fax # 1.866.432.9267

If no selection is made the default is to permit each AIF to act independently.

If the AIFs are not able to act independently, how many AIFs are required to work together to transact business?

AIF First Name	MI	Last Name	Client ID	Social Security Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Address

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Gender	Date of Birth (MMDDYYYY)	Country of Citizenship
<input type="radio"/> Male <input type="radio"/> Female	<input type="text"/>	<input type="text"/>

Product Experience (Check all that apply) Certificates Annuities / Variable Life Bonds Commodities None
 Mutual Funds Stocks Options Limited Partnership

What is the employment status of the AIF? Employed Self Employed Not Employed

Is the AIF employed by a registered broker-dealer, a securities exchange, or the Financial Industry Regulatory Authority (FINRA)? Yes No

If the AIF answers yes, we may be required to send to the AIF's employer a duplicate copy of the principal's statements and confirmations.

Is the AIF an officer, director, 10% shareholder or policy maker of a publicly traded company? Yes No

If the AIF answered yes to either question above, the following information is required:

Employer	Occupation/Title
<input type="text"/>	<input type="text"/>

Employer's Address

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Part 4 Naming Successor Attorney in Fact

i You may appoint a successor AIF(s) who will transact on your behalf if your current AIF(s) is unable/unwilling to serve. At that time, Ameriprise Financial must receive notification in the form of a letter of resignation signed by the resigning AIF, proof of incapacitation in the form of a doctor's or hospital's letter, on their letterhead or a death certificate for the current AIF in order to invoke the successor AIF(s) authority. This information should be submitted along with a completed and signed Establishing a New Fiduciary, Form 402541.

Do you wish to name a successor/contingent AIF in the event the AIF above is unable to serve? Yes No

If no selection is made, the default is to no successors.

How many successor attorney in fact do you wish to name? 1 2 3 4 5 More than 5

Will these successors act independently? Yes No

Successors will be appointed in the order in which they are listed. If the attorneys in fact cannot act independently include a letter of instruction.

First Name	MI	Last Name	SSN or Existing Ameriprise Client ID
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	MI	Last Name	SSN or Existing Ameriprise Client ID
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	MI	Last Name	SSN or Existing Ameriprise Client ID
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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Part 5 Identify to What Extent this Durable Power of Attorney Will Apply

I instruct you to apply this durable power of attorney as follows (**select one**):

- Apply this durable power of attorney to all financial account(s) and insurance and annuity products held or owned as of the date this document is signed and those that may be opened in the future.
- Apply this durable power of attorney only to the following specific financial account(s) and insurance and annuity product(s) numbers:

Part 6 Select Authority Type for Your Attorney in Fact

Important items to consider:

- i**
- **Online access is the ability for your AIF(s) to:**
View your account values and recent activity on the secure site on ameriprise.com.
Additionally, full and limited authorities will be able to place trade(s) online.
 - **For your AIF(s) to enter into a new options or margin agreement**, you must grant them full authority and the AIF(s) must complete, sign and submit to Ameriprise Financial the Ameriprise Option Trading Application and/or the Ameriprise Margin Trading Application.
 - **For your AIF(s) to continue an existing options or margin agreement**, you must grant them either full or limited authority and the AIF must complete, sign and submit to Ameriprise Financial; the Ameriprise Option Trading Application and/or the Ameriprise Margin Trading Application.

- Full Authority:** This includes, but is not limited to, the ability to:
Beneficiary Changes: Do you want your AIF(s) to also be able to change beneficiaries? Yes No

If no selection is made we will default to no beneficiary changes allowed.

- View account information, including online
- Trade, including online
- Open new accounts and add applicable features
- Change account ownership
- Buy, sell and exchange securities
- Enter into a new options agreement
- Add margin capability
- Request duplicate statements and confirmations
- Release information to a third party.
- Make client information updates
- Transfer money or shares: between *Ameriprise Financial* account(s) with the same or different ownership; to an external third party; and/or to themselves

- Limited Authority:** is limited to the following:
- View account information, including online
 - Trade, including online
 - Buy, sell and exchange securities within the same account ownership
 - Transfer money or shares within the same account ownership within Ameriprise Financial
 - Request duplicate statements and confirmations

- Information Access Only:** This is limited to:
- View account information, including online
 - Request duplicate statements and confirmations.
 - This authorization **does not** allow for any action regarding transactions



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Part 7 Principal Signature and Notarization

BY SIGNING THIS FORM,

I acknowledge that the attached "Authorization and Agreement" relates to my financial account(s) and insurance and annuity product(s) and is part of the account agreement(s) between me and Ameriprise Financial. I acknowledge that I have received and read the attached "Authorization and Agreement," I have retained a copy for my records, and that it is my responsibility to provide a copy to my AIF(s).

I understand that this form authorizes my AIF(s) herein named to exercise all rights and powers set forth above with respect to my financial account(s) and insurance and annuity product(s).

I understand and agree that anything my AIF(s) may do in the execution of such rights and powers is fully binding upon me.

I expressly authorize Ameriprise Financial and other persons to whom Ameriprise Financial has given instructions in order to execute my AIF's instructions to rely on my AIF's instructions without obtaining my approval or signature and to take all actions necessary for, or incidental to, the execution of such instructions.

I understand that this is a durable power of attorney and all authority granted to my AIF(s) shall cease upon Ameriprise Financial either receiving written revocation from me or upon my death.

I acknowledge receipt of the predispute arbitration provision found in the authorization and agreement and that the servicing of my financial account(s) and insurance and annuity product(s) is governed by this predispute arbitration provision.

Principal Signature

Date (MMDDYYYY)

X

Notarization

State of:

County of:

On _____, 20____, _____ personally appeared before me,
Month, Date Yr Name of Principal

- who is personally known to me
- whose identity I proved on the basis of _____
- whose identity I proved on the oath/affirmation of _____, a credible witness

To be the signer of the above document, and he/she acknowledged that he/she signed it.

Signature of Notary

Sign Date (MMDDYYYY)

X

This notarization must include the Notary's official seal to be accepted as complete. The seal must be affixed by inked stamp imprint (preferred), or photocopyable emboss. Electronic notarizations cannot be accepted.

Notary Seal:



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Part 8 Attorney in Fact Signature (successors do not need to sign)

Ameriprise Financial is concerned with your privacy and will only collect and use your personal information to meet the requirements of federal law and within the provisions of the Ameriprise Financial Privacy Notice, which can be found at ameriprise.com. As required by federal law, Ameriprise Financial may use the information above to verify your identity.

As an AIF, I acknowledge that I have received and read this durable power of attorney form and all agreements, disclosures and notices; and my actions in this capacity are governed by the "Authorization and Agreement", including its predispute arbitration clause contained in the authorization and agreement.

AIF Signature (no need to notarize):

Date (MMDDYYYY)

X



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Provide this form to the principal. Do not send to the Corporate Office.

Durable Power of Attorney for Ameriprise Financial Accounts and Products



General Information

This durable power of attorney for Ameriprise Financial Product(s) and Account(s) Authorization and Agreement (the "Agreement") is intended to set forth the terms and conditions of your Durable Power of Attorney for Ameriprise Financial Account(s) and Product(s).

Throughout this Agreement the term "Account(s)" refers to your designated account(s) with Ameriprise Financial Services, Inc, a dually-registered investment advisor and introducing broker-dealer, American Enterprise Investment Services, Inc., RiverSource Life Insurance Company and RiverSource Life Insurance Co. of New York, insurance policy or annuity contracts, each a wholly owned subsidiary of Ameriprise Financial, Inc. The entities listed in this section shall be collectively referred to as "Ameriprise Financial".

The term "Principal" refers to the Ameriprise Financial client. The term "AIF" refers to the attorney in fact. The terms "we," "our" and "us" refer to Ameriprise Financial and its affiliates.

As used in this agreement, the singular shall mean the plural and the plural shall mean the singular, as appropriate. All notices required under this are to be sent in writing to Ameriprise Financial Services, Inc. 70100 Ameriprise Financial Center Minneapolis, MN 55474 or via fax to 1.866.432.

Part 1 Principal's Authorization of Attorney in Fact (AIF) Powers

The principal authorizes Ameriprise Financial to take such actions as it deems necessary to carry out instructions Ameriprise Financial receives from the principal and/or AIF(s). If the principal has appointed two or more AIF(s), each AIF will have identical powers as indicated on the POA Form. The principal further authorizes Ameriprise Financial, in its sole discretion and judgment to request additional documentation prior to executing any transaction requested by the AIF.

At its discretion, Ameriprise Financial may, decline to accept certain updated account information from an AIF.

Whenever this POA is attached to any instrument of assignment or transfer, all persons shall be entitled, without further inquiry or investigation, regardless of the date of such POA, to act in reliance upon the assumption that the account(s) named in such instrument were duly and properly transferred, endorsed, sold, assigned, set over and delivered, and that with respect to such account(s) the authority conferred herein is still in full force and effect.

Part 2 Principal's Terms and Conditions

All orders and transactions will be governed by the terms and conditions of the specific accounts.

- Ameriprise Financial will merely effect trades as directed by AIF (Limited POA and Full POA only);
- Ameriprise Financial does not give legal or tax advice;
- AIF and the principal are responsible for determining the nature, potential value and suitability for the client of any particular investment strategy, transaction, or security (including equities and options); The principal will not rely on Ameriprise Financial for this purpose and, unless (1) required by applicable law, or (2) an Ameriprise Financial representative gives advice directly to the principal or AIF that is clearly identified as an Ameriprise Financial recommendation to enter into a particular transaction or to buy or sell a particular security, Ameriprise Financial has no responsibility for any such determination;
- Ameriprise Financial is not acting as a fiduciary with respect to this POA;
- The principal is responsible for investigating and selecting AIF(s);
- The AIF is not affiliated with, controlled by or employed by Ameriprise Financial, and Ameriprise Financial has not approved, recommended or endorsed the AIF(s);
- The principal has investigated, and is satisfied with, the business experience, qualifications and reputation of the AIF(s).

The principal understands that Ameriprise Financial has not provided any advice regarding this POA, and if there is anything about this POA that the principal does not understand, the principal should ask their own attorney for an explanation.

Indemnification. The principal agrees to indemnify and hold harmless Ameriprise Financial, its affiliated or associated companies, directors, officers, agents, employees, successors and assigns from any and all liability, losses, damages, and claims of any kind whatsoever, including reasonable attorney's fees, and the claims of any tax authority, creditor, beneficiary or other claimant, which may arise out of or in connection with Ameriprise Financial's acceptance and reliance on this POA, Ameriprise Financial's execution of AIF's instructions, and Ameriprise Financial's execution of disbursement instructions received from an AIF.

The principal hereby ratifies and confirms any and all transactions, trades or dealings effected in and for their Account by their AIF.

The principal also agree that they will not attempt to hold Ameriprise Financial liable for any trade, activity, or decision made by the AIF whom selected, regardless of whether any such trade or decision was specifically authorized by the principal.

Termination of Authority. This POA authorization shall remain in force until: (a) Ameriprise Financial has received revocation of this agreement notice of the death of the principal or (b) Ameriprise Financial receives from the principal a more recent in full force and effect POA document

The principal understands that they or any AIF may revoke and terminate this POA authorization at any time by giving proper written notice to Ameriprise Financial. Such revocation will not affect the principal's obligations resulting from transactions initiated prior to Ameriprise Financial receipt of notice of revocation.

Ameriprise Financial reserves the right, in its sole discretion, to no longer honor instructions from an AIF and will notify the principal if it chooses to do so.

Transfer Agent. To induce any transfer agent or other third party to act hereunder; the principal hereby agrees that any transfer agent or other party receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as such transfer agent or other third party unless and until actual notice or knowledge of such revocation or termination shall have been received such transfer agent or other third party, and the principal and for their heirs, executors, legal representatives and assigns, hereby agree to induce and hold harmless any such transfer agent or third party from and against any and all claims that may arise against such transfer agent or other party by reason of such transfer agent or third party having relied on this instrument.

Assignment. This POA supplements and in no way limits or restricts rights which Ameriprise Financial may have under existing law or any other agreement(s) with the principal. For example, Ameriprise Financial may assign or delegate certain rights and responsibilities under the POA to independent contractors or other third parties.

This POA will bind the principal and their heirs, executors, legal representatives, administrators, successors and assigns, and shall inure to the benefit of the successors, affiliates and assigns of Ameriprise Financial, whether by merger, consolidation, or otherwise.

Governing Law. This agreement and its enforcement shall be governed by the laws of the state of Minnesota without giving effect to its choice of law or conflicts of law principles, unless superseded by federal law or statute; and shall apply to and bind the parties in any and all questions of validity, interpretation, and performance of the POA and this agreement.

Arbitration. The principal agrees to the arbitration provisions in Section 4, of this Agreement.

Part 3 Attorney in Fact Terms and Conditions

The undersigned AIF and Ameriprise Financial agree that the authority conferred on the AIF by the POA executed by the principal shall be exercised in accordance with the following terms and conditions ("Agreement"):

Authorization to Direct Transactions in the Principal's Account. AIF may give instructions and take actions with respect to the financial account(s) and insurance products pursuant to the POA. The principal may revoke the POA at any time by giving written notice of termination to Ameriprise Financial. The principal will have concurrent full authority at all times to take actions and place orders for the Account. AIF agrees to take any actions that exceed the authority granted under this POA or any other agreement between the AIF and the principal.

Trade Confirmations and Account Statements. Unless the principal instructs us otherwise, duplicate trade confirmations and account statements will not automatically be sent by Ameriprise Financial to the AIF.

AIF's Relationship to Ameriprise Financial. If appointed AIF will invest in a way that is consistent with the principal's stated goals and objectives. AIF will not represent to the principal that Ameriprise Financial and AIF are affiliated or that Ameriprise Financial endorses or recommends the AIF or have any relationship other than that described in this agreement.

AIF agrees to immediately notify Ameriprise Financial of the principal's death or any termination or revocation of the POA and/or modification of the POA.

Applicable Rules and Regulations. All transactions for the financial account(s) and insurance products shall be subject to the regulations of applicable federal, state, and self regulatory agencies, including state insurance commissioners, the U.S. Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), the Board of Governors of the Federal Reserve System, and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed.

Compliance with FINRA Rules. AIF represents and warrants that, unless the AIF has given Ameriprise Financial written notice to the contrary, AIF is not "associated" with a member of the Financial Industry Regulatory Authority, within the meaning of Article I (Q) of the FINRA Bylaws. AIF agrees to give Ameriprise Financial prompt written notice if AIF later becomes so associated in accordance with FINRA's Conduct Rule 3050.

Information. AIF will provide promptly any information reasonably requested by Ameriprise Financial concerning the financial account(s) and insurance products or compliance with this agreement. If questions arise concerning compliance with any law, whether federal or state, AIF will take any action believed by Ameriprise Financial to be necessary to ensure compliance with applicable law. AIF represents and warrants that information AIF provides to Ameriprise Financial in this agreement or otherwise at any time is true, accurate and complete. If any information furnished to Ameriprise Financial becomes materially inaccurate, false, or otherwise misleading, AIF agrees to notify Ameriprise Financial promptly and to take such action as may be necessary to revise such information so that it is no longer inaccurate, false and/or misleading.

Disclosures of Account Information to Third Parties. AIF authorizes Ameriprise Financial to acquire information from any source at anytime including during the financial account(s) and insurance products opening process, the life of the account, and after the financial account(s) and insurance products are closed. If the principal lives in a community property state, this provision extends to the principal's spouse.

It is Ameriprise Financial's general policy to treat financial account(s) and insurance products information as confidential. However, Ameriprise Financial will disclose to third parties information about a financial account(s) and insurance products or transaction(s): as required by law; as described in our Privacy Notice found on ameriprise.com; or if the principal gives Ameriprise Financial written permission.

Monitoring of Conversations and Activity. AIF understands and agrees that any telephone conversation with Ameriprise Financial may be recorded and monitored for accuracy and quality assurance, and any electronic communication may be similarly maintained or monitored.

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

Indemnification. AIF agrees to indemnify and hold harmless Ameriprise Financial, and its affiliated or associated companies, directors, officer employees, successors and assigns harmless from any and all liability, losses, damages, and claims of any kind whatsoever, including reasonable attorney's fees, and the claims of any tax authority, creditor, beneficiary or other claimant, which may arise out of or in connection with Ameriprise Financial's acceptance of this POA, including but not limited to: (a) any breach by AIF of any provision of this Agreement; (b) the performance or non-performance of AIF's services, or (c) any dispute between the AIF and the principal.

Entire Agreement. This agreement constitutes the entire agreement and representations between the AIF and Ameriprise Financial. All modifications and amendments to this agreement must be in writing and signed by Ameriprise Financial. Ameriprise Financial may change any term of this agreement, and for changes, Ameriprise Financial will give the principal reasonable notice in writing or by any other method permitted by law. Notice from Ameriprise Financial to any principal is notice to all.

Assignment. AIF may not assign this Agreement without Ameriprise Financial's written consent. Ameriprise Financial may assign this Agreement to any future directly or indirectly affiliated company or subsidiary. Ameriprise Financial may also assign or delegate certain rights and responsibilities under the Agreement to independent contractors or other third parties. This agreement is binding upon and shall inure to the benefit of the successors and assigns of Ameriprise Financial whether by merger, consolidation, or otherwise. Ameriprise Financial may transfer its rights and obligations to the Account(s) (as described in this Agreement) to its successors and assigns, and this agreement shall be binding on AIF.

Waiver. At no time shall any failure or delay by either party in enforcing any provisions, exercising any right or option, or requiring performance under any provisions, be construed to be a waiver of same. A waiver by either of the parties of any of the covenants to be performed by the other or a breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

Governing Law. This agreement and its enforcement shall be governed by the laws of the state of Minnesota without giving effect to its choice of law or conflicts of law principles, unless superseded by federal law or statute; and shall apply and bind the parties in any and all questions of validity, interpretation, and performance of the POA and this agreement.

Arbitration. AIF agrees to the arbitration provisions in Part 4 of this document.

Part 4 Arbitration Provisions and Disclosures for Financial Accounts



Does not apply to RiverSource Life Insurance and RiverSource Life Insurance Co. of New York Insurance products.

Principal and AIF Agree to Arbitration with Ameriprise Financial

Arbitration. This agreement contains a pre-dispute arbitration clause. By reading and accepting the terms of this Agreement, the principal and AIF(s) acknowledge that, any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Ameriprise Financial instruction or authorization provided to Ameriprise Financial or the breach of any such agreements, instructions, or authorizations, (ii) the Account any other Ameriprise Financial Account(s) or Services; (iii) transactions in the Account(s) or any other Ameriprise Financial Account(s); (iv) or in any way arising from the relationship with Ameriprise Financial, its parent, subsidiaries, affiliates, officers, directors, employees, AIF(s) or service providers, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, AIF(s), successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account(s), including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Ameriprise Financial in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be to be third-party beneficiaries of this arbitration agreement.

Arbitration Agreement.

The principal and AIF(s) agree that all controversies that may arise between the parties (including, but not limited to the brokerage account and service or advice provided by a broker or representative), whether arising before, on or after the date this account is opened, shall be submitted

the Financial Industry Regulatory Authority ("FINRA") dispute resolution and arbitrated in accordance with the rules then prevailing of that entity principal and AIF(s) understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

By signing an arbitration agreement the parties agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (a) The class certification is denied;
- (b) The class is decertified; or
- (c) The customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied, and will survive the closure of account(s) and/or the termination of services rendered under this Agreement. Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Ameriprise Financial is a member of such national securities exchange at the time arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all dispute controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties. Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or expenses involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award. All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification. In addition to the above provisions, if a party to this Agreement becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of Minnesota, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction and application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.