

## Trustee Certificate/Certificate of Trust



- **If you are a client of Ameriprise Financial, do not use this form.** Please contact your Ameriprise financial advisor or call our office at 1-800-862-7919 for a copy of the correct form.
- For questions regarding the completion of this form, call our office at 1-800-333-3437.
- This form provides to RiverSource Life Insurance Company (RiverSource Life) the pertinent information needed to administer an annuity held by a trust.
- If the contract is owned by a revocable trust or an irrevocable grantor trust, the annuitant selected must be the grantor of the trust to assure compliance with Section 72(s) of the Internal Revenue Code. For joint grantor trusts, both grantors must be annuitants, unless only one grantor's separate property is used to fund the annuity, in which case that grantor must be the annuitant.

RiverSource Contract Number

### Part 1 Trust Information (Please print)

Trust Name	Trust Tax ID Number
Situs of Trust (City, State)	Date of Trust

The document creating the above Trust is referred to herein after as the "Trust Agreement."

Is the Trust:  Revocable Trust  Irrevocable Trust (Non-Grantor)  Irrevocable Grantor Trust

#### Trustees

As of the date of this Trustee Certificate, the Trustee(s) listed in the signature section below are and continue to be all those Trustees named in the applicable Trust. If additional space is required, please attach a separate page.

### Part 2 Grantor Information (Revocable and Irrevocable Grantor Trusts using an SSN) (Please print)

Grantor/Taxpayer Name	Date of Birth	Social Security Number
Grantor Name	Date of Birth	Social Security Number

### Part 3 Power of Trustees

- (a) Is more than one Trustee named in the Trust Agreement? (Indicate number of trustees then proceed to (b).)  
 Yes (number of named Trustees)   No
- (b) Does the Trust Agreement expressly provide that each Trustee is authorized to act individually, independently and without the consent of any other Trustee? (If "yes," go to (c). If "no," go to (d).)  
 Yes  No
- (NOTE: If yes, the trustees hereby consent and agree by signing this Certificate that RiverSource Life is authorized to follow the instructions of any one Trustee.)

*Power of Trustees continued on next page...*

**Power of Trustees** continued

(c) In what paragraph or provision of the Trust Agreement is this express authority indicated in (b) above given?

(d) I/we the above signed Trustee(s), certify that I/we have the power under the Trust Agreement to enter into transactions for the purchase and sale of annuities as well as the exercise of all ownership rights under any annuity, so purchased.

(e) Is any trustee signing above acting in a capacity of successor Trustee under the Trust Agreement?  
 Yes  No

(f) If "yes" is indicated in (e) above, under what paragraph or provision of the Trust Agreement?

If "yes" is indicated in (e) above, by signing this certificate, the successor Trustee hereby represents and warrants that all requirements under the Trust Agreement have been met and that he or she intends to act as successor Trustee and that he or she is acting with full authority under the Trust Agreement.

**Part 4 Certification, Indemnity and Agreement**

The undersigned Trustees of the Trust Agreement named above represent, warrant and certify that the representations made in this Trustee Certificate are true, complete and accurate, that the Trust is in full force and effect, and that the Trust Agreement (as defined above) has not been revoked, modified or amended in any manner which would cause the representations contained in this Trustee Certificate to be inaccurate or incorrect.

RiverSource Life will rely on this Trustee Certificate and will not be held liable for any act taken by it pursuant to and in reliance upon this Trustee Certificate and upon the representations made herein unless and until it receives a written amendment to the Trust Agreement, written notice of changed Trustee(s), or written notice of any events affecting any Trustee's powers described above. The undersigned Trustees agree to send written notice promptly to RiverSource Life of any change in Trustees, of any amendment or modification to the Trust Agreement that would cause the representations contained in this Trustee Certificate to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the Trust Agreement's revocability, the powers described above, or any representations made in this Trustee Certificate.

The undersigned Trustees hereby jointly and severally agree to indemnify RiverSource Life and each of its officers, directors, employees and agents from, and hold such person's harmless against, any claims, losses, judgements, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions taken by RiverSource Life pursuant to a Trustee's instructions in connection with the above referenced RiverSource Life annuity contract included but not limited to any death benefit paid. This indemnification is made by the undersigned Trustees both in their capacities as Trustees and in their individual capacities, and will not be limited by any independent documentation made to the contrary.

**Part 5 Social Security or Taxpayer Identification Number Certification**

Under the penalties of perjury I/we certify, that:

- (1) The number shown on this form is the taxpayer identification number, and
- (2) The Trust is not subject to backup withholding because: (a) the Trust is exempt from backup withholding, or (b) the Trust has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Trust that the Trust is no longer subject to backup withholding.
- (3) The Trust is a U.S. citizen or other U.S. person (defined in the instructions for Form W-9), and
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Form W-9 instructions are available upon request or on [irs.gov](http://irs.gov).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Non-U.S. persons should submit the appropriate Form W-8.

Form W-9 and Form W-8 and their instructions are available upon request or on [irs.gov](http://irs.gov).

**Part 6 Trustee Signatures Required**

If there is more than one Trustee, all Trustees must sign.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Trustee Name

Signature of Trustee

Date (MMDDYYYY)

X

Trustee Name

Signature of Trustee

Date (MMDDYYYY)

X

Trustee Name

Signature of Trustee

Date (MMDDYYYY)

X

**Part 7 Grantor(s) Authorizations and Acknowledgements (Revocable or Irrevocable Grantor trusts only)**

- Each grantor must sign for revocable or irrevocable grantor trusts and each signature must be notarized, if applicable.
- In the event the grantor(s) is not able to sign, attach the evidence supporting that the grantor's signature is missing. (Proof of incapacitation in the form of a doctor's or hospital's letter on their letterhead or a death certificate.)
- For irrevocable trusts (non-grantor), a grantor's signature is not required.

The undersigned on their own behalf and on behalf of their heirs, executors, administrators, assigns or beneficiaries, agree to indemnify and hold harmless RiverSource Life and its advisors harmless from any and all liability, losses, damages and claims of any kind whatsoever, which may arise out of or in connection with RiverSource Life's agreement to accept this certificate.

That you have each received and reviewed a copy of this certification and that you agree to be bound by its terms. You further represent and warrant that you have received, read, understand and agree to be bound by all terms of the agreements with RiverSource Life as it relates to specific products purchased, including the requirement in any specific agreement that disputes must be resolved through arbitration.

The undersigned grantors, individually and on behalf of the trust, its beneficiaries, heirs, successors and assigns (collectively, "you"), hereby certify, represent and warrant that the trust agreement to which this certification applies is in full force and effect and that the above information is true and complete.

*Grantor(s) Authorization and Acknowledgements continued on next page...*

**Grantor(s) Authorizations and Acknowledgements** continued

**Grantor/Taxpayer Name**

Grantor Signature

Date (MMDDYYYY)

X

**Notarization**

State of :

County of :

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me,  
*Month, Date Yr Name of Grantor*

- 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

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:

**Grantor Name**

Grantor Signature

Date (MMDDYYYY)

X

**Notarization**

State of :

County of :

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me,  
*Month, Date Yr Name of Grantor*

- 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

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: