



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and accurate, that the Trust is in full force and effect, and that the Trust Agreement (as defined above) has not been revoked, modified or amended in any manner which would cause the representations contained in this Trustee Certificate to be inaccurate or incorrect.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 7** Grantor(s) Authorizations and Acknowledgements (Revocable or Irrevocable Grantor trusts only)

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,

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personally appeared before me,