



Service address:

# RiverSource Life Insurance Co. of New York

70122 Ameriprise Financial Center, Minneapolis, MN 55474  
Client Services: 1-800-504-0469 Fax: 1-800-893-0125



## Information Sharing Agreement

Associated Brokerage Account Number	
	133

This Information Sharing Agreement (“Agreement”) between RiverSource Life Insurance Co. of New York (RVSL-NY) and [redacted] (“Plan Sponsor”) establishes the understanding between RVSL-NY and Plan Sponsor to share information necessary for compliance with final 403(b) regulations. This relates to the tax-free exchange of all or a portion of an employee’s 403(b) contracts and/or custodial account from an investment provider to a 403(b) contract with RVSL-NY for the purposes of changing investments by employees of Plan Sponsor made after September 24, 2007 (“Exchanges”). RVSL-NY and Plan Sponsor intend this Agreement to describe the respective duties and obligations of the parties with respect to Exchanges as set forth hereafter.

### Plan Sponsor represents:

1. That it is an employer eligible to offer programs under §403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify as a tax sheltered custodial account or tax sheltered annuity under §403(b) of the Code (“403(b) Plan”);
3. As part of the 403(b) Plan, Plan Sponsor either allows or intends to allow employees to Exchange their current 403(b) contracts and/or custodial account for 403(b) contracts offered by RVSL-NY;
4. That on or before January 1, 2009, Plan Sponsor shall adopt a written 403(b) plan document which shall authorize Exchanges executed under this Agreement and shall provide a means of obtaining a copy of the document and any updates, amendments or other changes to RVSL-NY.
5. It will notify RVSL-NY promptly in writing in the event it ceases to be an eligible employer under Code §403(b), or terminates or otherwise ceases to maintain the plan.

### RiverSource Life of NY represents:

6. That it will offer for Exchange only 403(b) annuity contracts that conform to applicable laws and regulations;
7. That an employee’s accumulated benefit under the RVSL-NY 403(b) contract after an Exchange shall be at least equal to the accumulated benefit of the employee’s contracts and/or custodial account immediately prior to the Exchange;
8. That the distribution restrictions applicable to the RVSL-NY contract are at least as restrictive as the distribution requirements applicable to the 403(b) contracts and/or custodial account prior to the Exchange;
9. That it will, in the event of a tax audit of Plan Sponsor, cooperate in providing necessary and reasonable information relating to the 403(b) contract as requested.

### Plan Sponsor and RVSL-NY Agree:

10. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts and/or custodial account under the 403(b) Plan, information on other exchanges and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting.

Only RiverSource Life Insurance Co. of New York is authorized to sell insurance and annuities in New York.



**Information Sharing Agreement (continued)**

11. RVSL-NY shall indemnify and hold harmless Plan Sponsor, any member of its governing board and employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the negligence of RVSL-NY or failure of RVSL-NY to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by Plan Sponsor, its employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. RVSL-NY shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Plan Sponsor based on any claim, demand or suit covered by this indemnification, provided that RVSL-NY is notified by Plan Sponsor, in writing, within thirty (30) days of Plan Sponsor's receipt of such claim or demand. The liability of RVSL-NY under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
12. Plan Sponsor shall indemnify and hold harmless RVSL-NY, any member of its governing board and employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the negligence of Plan Sponsor or failure of Plan Sponsor to meet the requirements of the Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by RVSL-NY, its employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. Plan Sponsor shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against RVSL-NY based on any claim, demand or suit covered by this indemnification, provided that Plan Sponsor is notified by RVSL-NY, in writing, within thirty (30) days of RVSL-NY's receipt of such claim or demand. Plan Sponsor's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
13. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.

**RiverSource Life Insurance Co. of New York**

**Plan Sponsor**

Print Name

Print Title

Signature

Plan Sponsor Name

Address

**RiverSource Life Insurance Co. of New York**  
 70122 Ameriprise Financial Center  
 Minneapolis, MN 55474

Phone Number

Date

Print Name

Print Title

Signature

Date