

4128

TODA

# Supplemental Transfer on Death (TOD) Account Agreement and Beneficiary Designation

B/D Use ONLY

Back Office Client ID

Brokerage Account #

Use this form to establish a Transfer on Death ("TOD") account registration and to designate a beneficiary or beneficiaries for your TOD account. You may also use this form to change the existing beneficiary or beneficiaries for your account. **This form supercedes all previous beneficiary designations you have made on your TOD account.**

**This Beneficiary Designation is:**

- An Original TOD account Beneficiary Designation
- A Change in TOD account Beneficiary Designation

## Account Information

Name of Primary Owner			
First Name	MI	Last Name	Suffix
Social Security or Taxpayer ID Number		Date of Birth	
Joint Account Owner Name (if any)			
First Name	MI	Last Name	Suffix
Social Security or Taxpayer ID Number		Date of Birth	

## Agreement

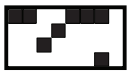
This Agreement is made between the broker/dealer identified in the Account Application used to establish your account ("Broker/Dealer") and the owner or owners of the Account ("You" or "Your"). This agreement authorizes Broker/Dealer to open a Transfer on Death account to be held at National Financial Services LLC ("NFS" or the "Clearing Firm") according to the terms and conditions set forth herein. This Agreement includes Broker/Dealer's statement of the rules that govern the Account and Your designation of the person or persons to whom Broker/Dealer will transfer all of the assets in the Account upon Your death.

This Agreement does not supercede or in any way affect any other Agreements including but not limited to the Account Agreement You previously made with Broker/Dealer (the "Original Agreement"). You agree to continue to be bound by the terms and conditions of the Original Agreement.

During Your lifetime, You will continue to have complete control over the disposition of the assets in the Account. Upon Your death, Broker/Dealer will effect the non-probate transfer of Account assets to separate account(s) for the person(s) You designated as Beneficiary(ies) or per stirpes if elected. Your Will, Codicil, Trust or any other testamentary document will not affect the operation of this Agreement or the disposition of the Account assets. You may change your designation of Beneficiary at any time by delivering a new, fully executed Supplemental Transfer on Death Account Agreement and Beneficiary Designation form to Broker/Dealer.

This Agreement constitutes your instruction to Broker/Dealer to transfer the requisite portion of Account assets to the person(s) designated as the Primary Beneficiary(ies). In the event no Primary Beneficiary(ies) remain(s) alive at the time of Your death, this Agreement constitutes your instruction to Broker/Dealer to transfer the requisite portion of the Account assets to the Person(s) designated as the Contingent Beneficiary(ies), unless you have checked the Per Stirpes box.

If the Per Stirpes box is checked for any Beneficiary (whether Primary or Contingent) who does not survive the owner of the Account, but leaves surviving descendents, that portion of the Account assets which would have been transferred to the Deceased Beneficiary will instead be transferred to the surviving descendent(s) by right of representation. The term "descendent" means a person who is born to or legally adopted by the Beneficiary.



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### Beneficiary Designation

**(If the Beneficiary is a Trust, provide the name of the Trust and the date the Trust was established).** For each beneficiary noted, indicate if the person or entity is a primary beneficiary or contingent beneficiary. For each class of Beneficiaries, the total share percentage must total 100%. Do not use dollar amounts.

Before making a Per Stirpes designation, consult with an estate planning attorney. If you make a Per Stirpes designation, provide a contact name.

Contact Name

**Select Primary or Contingent Status**

Primary  Contingent

**Relationship**

Spouse  Non-Spouse  Trust  Entity

Per Stirpes

First Name

Last Name/Trust or Entity Name

Social Security or Taxpayer ID Number

Date of Birth

Share %\*

**Select Primary or Contingent Status**

Primary  Contingent

**Relationship**

Spouse  Non-Spouse  Trust  Entity

Per Stirpes

First Name

Last Name/Trust or Entity Name

Social Security or Taxpayer ID Number

Date of Birth

Share %\*

**Select Primary or Contingent Status**

Primary  Contingent

**Relationship**

Spouse  Non-Spouse  Trust  Entity

Per Stirpes

First Name

Last Name/Trust or Entity Name

Social Security or Taxpayer ID Number

Date of Birth

Share %\*

**Select Primary or Contingent Status**

Primary  Contingent

**Relationship**

Spouse  Non-Spouse  Trust  Entity

Per Stirpes

First Name

Last Name/Trust or Entity Name

Social Security or Taxpayer ID Number

Date of Birth

Share %\*

**Select Primary or Contingent Status**

Primary  Contingent

**Relationship**

Spouse  Non-Spouse  Trust  Entity

Per Stirpes

First Name

Last Name/Trust or Entity Name

Social Security or Taxpayer ID Number

Date of Birth

Share %\*

**Tax and Legal Matters.** The ability to register a securities account in TOD form is created by state law and not all states have enacted such laws. Broker/Dealer does not provide legal or tax advice, and You should consult Your tax advisor and Your lawyer regarding any potential tax effects resulting from this Agreement. This account registration is only available for non-qualified individual accounts, accounts held in joint tenancy with rights of survivorship or tenants by entirety accounts.

**Procedures after Death.** In the case of the death of the last surviving joint account owner, Broker/Dealer must receive a copy of the original death certificate. Broker/Dealer reserves the right to request any other documentation we may deem necessary to facilitate the transfer of Account assets in a timely and efficient manner to a(n) account(s) for the beneficiary(ies). Broker/Dealer has no obligation to (i) locate any Beneficiary(ies) the spouse or other legal heir(s) of any Beneficiary(ies) (ii) notify anyone of the proposed or completed transfer of Account assets; or (iii) verify any information submitted in support of a Beneficiary's requests for transfer of Account assets. In the event a securities position cannot be divided equally among multiple Beneficiaries, Broker/Dealer reserves the right to liquidate all or any necessary portion of the position to permit equitable distribution to all of the Beneficiaries.

**Debit Balance.** In the event the account reflects a debit balance upon the death of the last surviving joint account owner, Broker/Dealer may liquidate any securities, at its discretion, required to satisfy that debit balance prior to distribution of any money, securities, or other property to the Beneficiary(ies).

**Indemnification.** In consideration for establishing this registration and accepting the Beneficiary Designation(s), You (including Your Estate(s), heirs, spouse, successors in interest and all beneficiaries named herein) shall indemnify and hold harmless Broker/Dealer and NFS (and their affiliates, directors, officers, control persons, agents and employees thereof) from and against all claims, actions costs and liabilities, including attorney's fees, by any person or entity arising out of or relating to this account registration and transfers hereunder.

## Signature

I (We) hereby acknowledge that I (We) have read, understand and agree to the terms and conditions of this Agreement relating to the administration of My (Our) TOD account.

I (We) acknowledge and agree that any previous beneficiary designation created with respect to the account listed herein is hereby revoked by this Agreement.

Primary Account Holder Name (Printed)

Primary Account Holder Signature

Date

Account Holder #2 Name (Printed)

Account Holder #2 Signature

Account Holder #3 Name (Printed)

Account Holder #3 Signature