

# NON-PROBATE TRANSFERS ON DEATH "TOD" ACCOUNT REGISTRATION REQUEST FORM AND AGREEMENT

Account # \_\_\_\_\_

Advisor Code \_\_\_\_\_

Case # \_\_\_\_\_

## 1 ACCOUNT INFORMATION

Account Title: \_\_\_\_\_

This Request Form and Agreement describes the various terms and conditions governing the TOD features of my account carried by TD Ameritrade Institutional, Division of TD Ameritrade, Inc. ("TD Ameritrade"). I understand that the Beneficiary designations contained herein will take precedence over any estate plans I may have established by will or trust and I agree to seek as appropriate the advice of my tax and estate planning professionals. This Request Form may be used for Individual, Joint Tenancy with Rights of Survivorship, Joint Tenancy by Entirety, and Community Property with Rights of Survivorship accounts only. For joint accounts, all references to the singular shall be construed as referring to all account owners. TOD account registration is not available to residents of the State of Louisiana, foreign accounts, or accounts that are collateralized or pledged. For an Individual Retirement Account (IRA), please use the Beneficiary Designation Form for Qualified Accounts. Please complete all information.

## 2 DESIGNATION OF BENEFICIARIES

In the event of my death, or, if a Joint account, upon the death of the last surviving Account Owner, all assets in this account will be transferred according to the terms and conditions of this Agreement to the Primary Beneficiary(ies) designated below who survive the last surviving Account Owner. **At least one Primary Beneficiary must be designated.** If all Primary Beneficiaries are deceased, or have chosen to disclaim their shares, the assets in my account will be distributed to the Contingent Beneficiary(ies) designated below who survive the last surviving Account Owner, and will be divided in the specified share amounts indicated below.

Unless specific percentages are indicated below, the account assets will be divided equally among the named Beneficiaries and cannot be expressed in dollar amounts. If a trust is designated as a beneficiary, then the trust title and UA date must be provided. TD Ameritrade reserves the right to require additional information upon my death to verify the identity or interests of beneficiary or beneficiaries. TD Ameritrade reserves the right to request whatever documentation it deems appropriate before making distributions to a beneficiary or beneficiaries.

If the "Per Stirpes" box is checked and that Beneficiary dies before the Account Owner, that Beneficiary's share will pass to his or her living descendants, instead of being reallocated to the other remaining named Beneficiaries. Please note that the "Per Stirpes" designation carries certain legal and tax implications, and may not be available in all states. TD Ameritrade cannot advise whether a "Per Stirpes" election is appropriate for the Account Owner's tax or estate planning. Please consult an estate planner for details regarding this designation.

***Should all Primary and Contingent Beneficiaries disclaim the assets, predecease the Account Owner, or not survive the last surviving Account Owner, the assets will be distributed to the estate of the last surviving Account Owner.***

First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:
First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:
First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:



First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:
First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:
First Name:	Middle Initial:	Last Name:	
Trust/Estate/Entity Name:			
Social Security Number:	Date of Birth (or UA Date if a Trust):		
Relationship:	Type of Beneficiary: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Per Stirpes	Share %:

I have attached a separate sheet with additional beneficiaries signed by the account owner.

**3 DIRECTIONS FOR DISTRIBUTION OF ASSETS TO MINOR BENEFICIARIES**

Please transfer any minor's assets to a Custodial account at TD Ameritrade, managed by the custodian(s) designated below. In each instance that the assets pass to the designated custodian as the custodian for the designated minor, the assets shall be transferred under the Uniform Transfer to Minors Act (UTMA), or the Uniform Gifts to Minors Act (UGMA), or any other similar statute in effect as specified below.

I understand and accept that a court-appointed guardian may have to be appointed to manage the minor's assets under ongoing court supervision if I do not designate a custodian below.

Custodian's First Name:	Middle Name:	Last Name:	As custodian for (name of minor beneficiary):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for (name of minor beneficiary):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for (name of minor beneficiary):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for (name of minor beneficiary):

**4 SPOUSAL CONSENT**

**Complete this section ONLY if all of the following criteria are met:**

- You reside in a community property state (AZ, CA, ID, LA, NM, NV, PR, TX, WA, WI).
- You are married.
- You are not listing your spouse as sole (100%) primary beneficiary.
- This account is not jointly held with your spouse as Joint Tenants with Rights of Survivorship or Community Property with Rights of Survivorship.

I am the spouse of the Account Owner. I consent to the named beneficiaries other than or in addition to myself. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by TD Ameritrade.

Spouse's Printed Name:	
 Spouse's Signature:	Date:

If you live in a community property state and your spouse is not 100% primary beneficiary, this form will need to be notarized.

**(Notary Public use only)**

County of: \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss  
 State of: \_\_\_\_\_ )  
 Subscribed to and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.  
 Notary Public:

[SEAL]

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**SIGNATURES**

The Account Owner(s) whose signature appears below hereby requests that TD Ameritrade establish a TOD Account and understands that this TOD Beneficiary Designation is governed by the Transfer on Death Agreement, below, the Client Agreement, and any other applicable written agreements between TD Ameritrade and Account Owner(s). This agreement revokes all prior TOD Beneficiary Designations made in relation to the above-referenced account currently carried by TD Ameritrade. The Account Owner(s) below designates the listed individuals as Beneficiary(ies) of this TOD Account and agrees to be bound to the Terms and Conditions set forth in the Transfer on Death Agreement, below.

**Attention: This form cannot be signed by a Power of Attorney (POA).**

Account Owner's Printed Name: \_\_\_\_\_

**X** Account Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Co-Owner's Printed Name: \_\_\_\_\_

**X** Account Co-Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**TRANSFER ON DEATH AGREEMENT**

**Notice: All TOD Accounts are subject to receipt and acceptance by TD Ameritrade Institutional, Division of TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc. (collectively "TD Ameritrade"). No TOD designation will be effected until all required documentation is received and accepted.**

**Establishing a Transfer on Death Account**

The Account Owner(s) hereby request that TD Ameritrade establish a Transfer on Death Account ("TOD Account"); and in consideration for this action agrees that this Transfer on Death Beneficiary Agreement ("TOD Agreement"), in addition to the Client Agreement, and any other applicable written agreements between TD Ameritrade and Account Owner(s), shall govern each TOD Account. In addition, the TOD Account is subject to the rules of the Securities Transfer Association (STA). Unless otherwise defined, capitalized terms in this TOD Agreement have the same meanings as in the Client Agreement.

**Eligibility/Limited Availability**

Eligible account types include Individual, Joint Tenants with Rights of Survivorship, Tenants by the Entirety, and Community Property with Rights of Survivorship. TOD designations are not permitted on accounts that are collateralized or pledged. TOD designations are not available to residents of the State of Louisiana. If at any point, the TOD Account becomes ineligible, this TOD Agreement will terminate immediately, all TOD beneficiary designations will be void, and the assets in the TOD Account ("TOD Account Assets") will be paid to the Account Owner's Estate.

**Designation of Beneficiaries**

Beneficiaries must be designated in writing on the attached Transfer on Death Beneficiary Designation Form ("TOD Form"). If all designated Beneficiaries predecease the Account Owner (or, in the case of a trust, corporation, or other Beneficiary entity, if it has terminated, been dissolved, or otherwise ceased to exist prior to the death of the Account Owner), the TOD Account Assets will become part of the Account Owner's Estate. If a Beneficiary survives the Account Owner, but is not alive at the time of the transfer of TOD Account Assets, the TOD Account Assets will become part of the estate of the Beneficiary. If it cannot be determined whether a Beneficiary survived the Account Owner by 120 hours, the Beneficiary will be deemed not to have survived the Account Owner.

Only Beneficiaries identified by name will share in the TOD Account Assets unless the Account Owner elects to designate a per stirpes distribution by checking the appropriate box in the Designation of Beneficiaries section of the TOD Form. The term "per stirpes" shall mean the following: if any primary or contingent Beneficiary, as applicable, does not survive the Account Owner, but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be paid to such Beneficiary's surviving descendants by right of representation.

No guardian, conservator, attorney-in-fact, or other agent of the Account Owner may establish or change any Beneficiary of a TOD Account on behalf of their principal or ward. TD Ameritrade will only establish or change a Beneficiary of a TOD Account upon the written request of the Account Owner or upon the order of a court of competent jurisdiction.

**Changes to and Revocation of Beneficiary Designations**

Account Owner may make a change of designation of Beneficiary(ies) by completing a new TOD Beneficiary Designation Form. The execution and acceptance of a new TOD Beneficiary Designation Form automatically revokes all prior Beneficiary designations. Changes in the relationship between the Account Owner and designated Beneficiary (such as, marriage, divorce, or adoption) will not automatically add or revoke Beneficiary designations. For example, if an Account Owner designated a spouse as Beneficiary and they were subsequently divorced, the former spouse will remain Beneficiary on the Account unless the Account Owner submits a new Beneficiary designation to TD Ameritrade.

Account Owner may revoke a designation of Beneficiary(ies) by delivering an instruction letter signed by all Account Owners to TD Ameritrade. If this Agreement is established under Joint Tenants with Rights of Survivorship or Community Property with Rights of Survivorship, upon the death of one of the Account Owners, ownership shall pass to the surviving Account Owner and TD Ameritrade may follow the instructions of the surviving Account Owner to revoke or change a beneficiary designation.

**Payment on Death**

Upon the death of the Account Owner, the Beneficiary or Beneficiaries assume control of the TOD Account Assets even if the Account Owner's will, trust, or other instrument provides for a contrary or inconsistent disposition.

Account Owner specifically directs TD Ameritrade to make the TOD distribution in accordance with this Agreement and the last executed and accepted TOD Beneficiary Designation Form. Account Owner desires that upon the death of the Account Owner, the TOD Account Assets shall be transferred to the Beneficiary or Beneficiaries (except those Beneficiaries who predeceased the Account Owner, and except those Beneficiaries who disclaim their proportionate share of the TOD Account Assets) in equal shares unless different percentages of distribution are expressly indicated on the TOD Beneficiary Designation Form. Account Owner understands that the nonprobate features of the TOD Account apply only to eligible assets held in the TOD Account at the time of death of the last surviving Account Owner. Further, when securities cannot be evenly distributed, or there are unclaimed securities, the Account Owner requests that such securities be liquidated and

any proceeds from the liquidation be distributed in the percentages requested to the named Beneficiaries. TD Ameritrade reserves the right to liquidate any outstanding security subject to expiration or leveraged securities positions before transfer to a Beneficiary, and any margin or other indebtedness of Account Owner must be satisfied prior to a transfer of TOD Account Assets unless otherwise agreed to by TD Ameritrade.

With respect to securities in the TOD Account, TD Ameritrade shall not be responsible to any Beneficiary for dividends, interest, or other distributions paid after the death of the Account Owner, but before reregistration of the securities or securities account in the name of the Beneficiary. Should TD Ameritrade receive notice of the death of the Account Owner, TD Ameritrade has no obligation to (a) verify the Account Owner's death or the Account Owner's marital status at the time of death of the Account Owner, (b) locate the Beneficiary, (c) notify any person of any transfer of the TOD Account Assets, or (d) independently verify any information submitted. Because it is the Beneficiary's responsibility to initiate transfer of the TOD Account Assets, TD Ameritrade is expressly not liable for any loss that could occur following the death of the Account Owner and prior to proof of Beneficiary's entitlement to the TOD Account Assets and the transfer thereof. The estate of the Account Owner shall be liable for any net debit balance or loss in the TOD Account in any way resulting from the completion of transactions initiated prior to the receipt by TD Ameritrade of written notice of the death of the Account Owner.

TD Ameritrade is authorized to rely on any representation of facts made by the Account Owner(s), the personal representative of the estate of the Account Owner, any Beneficiary, or any other person or source deemed appropriate by TD Ameritrade in determining the identity of unnamed Beneficiaries.

Should a Beneficiary disclaim his/her share of the TOD Account Assets, in whole or in part, then the disclaimed TOD Account Assets shall be transferred to the other designated Beneficiaries according to their respective percentage designations. Should all Beneficiaries disclaim the TOD Account Assets, the property disclaimed shall become part of the Account Owner's Estate.

Account Owner, his or her estate, and his or her successors-in-interest, including all Beneficiaries, further understand and agree that, notwithstanding the above and any information or instructions provided by such persons or sources, TD Ameritrade may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of Beneficiaries, all of which shall be at the expense of the TOD Account. In the event that TD Ameritrade is unable to identify the Beneficiaries from the documents provided, the TOD Account Assets will become part of the Account Owner's Estate. In case of a dispute concerning transfer between or among the Beneficiary or Beneficiaries, the Account Owner's Estate, or the Account Owner's surviving spouse, heirs, creditors, representatives, or any other person or entity, TD Ameritrade may require the parties in interest to arrive at a final resolution by adjudication, arbitration, or other method acceptable to TD Ameritrade, prior to transferring any TOD Account Assets. TD Ameritrade, in its sole discretion, may at any time suspend all activity in, or distributions from, the TOD Account pending instructions from a court or arbitration forum of competent jurisdiction.

#### **Payments to Minors and Incapacitated Beneficiaries**

If the Account Owner designates a minor Beneficiary then the Account Owner must designate a custodian under the Uniform Transfer to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA). If the Account Owner does not designate a custodian for a minor Beneficiary, or if the designated custodian is unable or unwilling to serve, TD Ameritrade may permit a parent or legal guardian of the minor Beneficiary to designate a new custodian, or alternatively, TD Ameritrade may distribute the TOD Account Assets to a court-appointed guardian or conservator of the minor Beneficiary.

If, at the time of the Account Owner's death, the Beneficiary is an incapacitated adult who is represented by a duly appointed guardian, conservator, or custodian ("Beneficiary's Nominee"), TD Ameritrade may distribute the TOD Account Assets to the Beneficiary's Nominee and be fully released thereby. If, after a reasonable time following the death of the Account Owner, no Beneficiary's Nominee or appropriate substitute has accepted the TOD Account Assets, TD Ameritrade may distribute the TOD Account Assets to the Account Owner's Estate and be released thereby.

#### **Suitability**

Account Owner acknowledges that the features of a TOD Account contain certain legal and tax implications. TD Ameritrade cannot advise whether the TOD designation is or is not appropriate for the Account Owner's tax or estate planning. By signing this Agreement, Account Owner(s) acknowledges that neither TD Ameritrade nor any of its employees or representatives has furnished such advice.

#### **Indemnity**

The Account Owner, his or her estate, and his or her successors-in-interest, including all Beneficiaries, shall fully indemnify and hold harmless TD Ameritrade, its agents, affiliates, control persons, successors, and assigns and their directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, by or to any person or entity, including any Beneficiary, any creditor of the Account Owner, the estate of the Account Owner and the Account Owner's heirs, successors, and assigns, arising out of or relating to:

- Any conflicting designation of Beneficiary under the Agreement made in the Account Owner's will, revocable living trust, or any other instrument.
- Any written change of Beneficiaries that the Account Owner has made that has not been accepted by TD Ameritrade as provided herein.
- Any other action taken by TD Ameritrade in opening and maintaining an account under the Agreement, registering assets in the name of the account and completing transfers from the account upon the Transfer Date, including, but not limited to, TD Ameritrade's reliance on individuals named in this Agreement.

This indemnity shall include but not be limited to claims by any person, taxing authority, or entity in relation to the TOD Account Assets either prior or subsequent to their distribution to the designated TOD Beneficiary or Beneficiaries. TD Ameritrade shall be entitled to recover the full amount of this indemnity from the assets of the TOD Account or any other accounts maintained by the Account Owner at TD Ameritrade prior to any distribution or transfer.

#### **Governing Law**

The Agreement and its provisions are effective immediately upon TD Ameritrade's receipt and acceptance of the Agreement as provided herein. The Agreement, and the duties and obligations of TD Ameritrade under the Agreement, shall be construed, administered, and enforced according to the laws of the State of Nebraska, except as superseded by federal law or statute, as applied to contracts entered into and completely performed within said state, shall inure to the benefit of TD Ameritrade's successors and assigns, whether by merger, consolidation, or otherwise, and shall be binding upon the heirs, personal representatives, successors, and assigns of the Account Owner, and the Beneficiaries designated by the Account Owner. By executing this Agreement, Account Owner(s) consents to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to the execution and operation of this Agreement.

**Additional Provisions**

- TD Ameritrade reserves the right to refuse to accept or renew this Agreement and may terminate it at any time in its sole discretion and for any reason.
- If any provision hereof is or at any time should become inconsistent with any present or future law, rule, or regulation of any securities or commodities exchange or of any state or other sovereign government or an agency or regulatory body thereof, and if any of these entities have jurisdiction over the subject matter of this Agreement, said provision shall be deemed to be superseded or modified to conform to such law, rule, or regulation, but in all other respects the Agreement shall continue and remain in full force and effect.
- No failure to exercise, nor any delay in exercising, on the part of TD Ameritrade, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- A change by TD Ameritrade of the account number designating the TOD Account shall not affect this Agreement or the TOD designation established.
- This Agreement may not be modified except in writing, duly signed by an authorized officer of TD Ameritrade. This Agreement may not be assigned without the written consent of TD Ameritrade.
- The provisions of this Agreement, including the indemnities stated herein, shall be binding upon the Account Owner's estate, Beneficiaries, heirs, executors, administrators, successors, and assigns, shall inure to the benefit of TD Ameritrade, its successors, assigns, and affiliated companies, and shall survive the termination of this Agreement or the TOD Account.

*Keep this page for your records.*

Mailing Address:  
**TD Ameritrade Institutional**  
PO BOX 650567  
Dallas, TX 75265-0567

TDAI 9736 REV. 03/18

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

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