

Account Feature

Transfer on Death Account Agreement - Non-Retirement

TOD

Account Number

Instructions: Use this form to establish or change Transfer on Death (TOD) instructions for an existing eligible account for an individual or for joint accounts. This form should not be used to establish TOD instructions on any Direct Business or Retirement Accounts. TOD instructions are not allowed on Tenants in Common or Community Property Accounts.

Please email the completed form to imaging.email@lpl.com or fax to (858) 202-8325.

1. Account Information

Account Type: Individual Joint Account

Account Registration

- To establish new TOD instructions, mark this option.
- To replace existing TOD instructions with new beneficiaries listed in section 2, mark this option.
- To void TOD instructions without replacement, mark this option.

2. Terms of Transfer on Death

I/We authorize LPL financial LLP, my/our broker to add Transfer on Death (TOD) instructions to my/our account according to the terms and conditions set forth herein. This agreement supersedes all previous TOD agreements that may be on file for this account.

1. During my/our lifetime, I/We shall retain full ownership of the securities held in my/our account. Only I/We can give instructions to purchase or sell securities, or transfer money, securities or other property for my/our account.
2. Upon receipt of notice of my/one of our deaths, as defined hereunder, LPL shall, without requiring any further instruction from any other person or entity, transfer all monies, securities, and other property from my account to separate new account(s) opened for the following person ("Beneficiary") or persons ("Beneficiaries") or, if permitted by applicable law, Contingent Beneficiary or Beneficiaries, unless it is a joint account, then the securities, money, or other property in the account shall pass to an account held for the surviving joint tenant in his or her individual capacity, ("the Survivor Account"). Unless notified otherwise via the execution of a new TOD Account Agreement, the Beneficiary or Beneficiaries shall remain the same after the death of the first joint tenant.

Beneficiary Designation

If neither primary nor contingent beneficiary is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, or the percentages do not total 100%, the beneficiaries will be deemed to own equal share of the unspecified percentages in the TOD. If more than one contingent beneficiary is designated and no distribution percentages are indicated, or the percentages do not total 100%, the beneficiaries will be deemed to own equal share of the unspecified percentages in the TOD. If this is a Guardian account, the account will automatically pass to the minor's estate. Once the minor has reached the age of majority for the state of residence, he or she may then designate a beneficiary(ies).

In the event that a designated beneficiary dies, you may select whether distributions will be made to other remaining beneficiary's or to your beneficiary's heirs.

- Pro Rata (Default Rule) – Unless Per Stirpes (see below) is indicated below, the following Pro Rata rule will be in place at my death. If any primary beneficiary dies before me, his or her interest shall terminate completely, and the percentage share of any remaining primary beneficiary(ies) shall be increased equally. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my assets. If no primary or contingent beneficiaries survive me, my spouse will be deemed my beneficiary. If there is no surviving spouse at the time of my death, my estate will be deemed my beneficiary.
- Per Stirpes – If any primary beneficiary dies before me, my estate will need to identify the heirs who are to receive that primary beneficiary's share of my TOD assets. If no primary beneficiary with the per stirpes designation survives me, that beneficiary's share shall be paid to the living descendants of such beneficiary, subject to state law. The percentage share of the remaining primary beneficiaries will remain the same.

Primary / Contingent	Pro Rata / Per Stirpes	Name	Relationship	SSN	Date of Birth	%
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2. Terms of Transfer on Death (continued)

Primary / Contingent	Pro Rata / Per Stirpes	Name	Relationship	SSN	Date of Birth	%
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3. In the event that any of the Beneficiaries are minors in the relevant jurisdiction at the time of receipt of notice of my death/death of the surviving joint tenant and you are notified of such fact, the shares shall be transferred to a custodial account or other fiduciary or guardianship account for the benefit of the minor Beneficiary upon receipt of appropriate documentation.
4. LPL shall be considered to be on notice of any changes in Beneficiary, my death/the death of the surviving joint tenant or other information regarding my/our account on the date on which it receives the required documentation sent by mail, facsimile, or other acceptable means. In the case of my death/the death of the surviving joint tenant, LPL must receive a copy of the death certificate, or other acceptable means. In the cases of the death of the surviving joint tenant, LPL must receive a copy of the death certificate and any other documentation required to complete the distribution of the proceeds of the Survivor Account.
5. During my/our lifetime(s), the securities in my/our account and the Survivor Account (if joint) are to be registered and held in the name of LPL or other street or nominee name. However, if necessary, to facilitate delivery or transfer of securities, LPL has the right at any time, and without further authorization, to register the securities held in my/our name as myself as individual/joint tenants and/or the Survivor Account in individual name, or otherwise, in accordance with transfer agents or financial institutions recognize Transfer on Death registration.
6. LPL generally will divide all securities and cash in my/our account proportionately among the designated beneficiaries based on the allocations indicated herein; provided that LPL will seek to maintain fixed income minimum denomination in lot sizes sufficient to meet any minimum trading requirements (per issuer's requirements). In the event that any securities remain after such proportionate division of assets and the market value of each such remaining security is less than or equal to \$50.00, LPL will distribute such remaining shares/bonds to the first primary beneficiary listed herein. In the event that any securities remain after such a proportionate division of assets and the market value of each such security is greater than \$50.00, LPL will use reasonable efforts to liquidate such remaining shares/bonds and divide the proceeds proportionately among the beneficiaries based on the allocations indicated herein. Notwithstanding the forgoing, LPL will use reasonable efforts to liquidate all remaining fixed income securities and divide the proceeds proportionately among the beneficiaries based on the allocations indicated herein.
7. If any Beneficiary hereunder is or becomes my spouse/the spouse of either joint tenant, then the dissolution of the marriage shall have no effect on the designation of Beneficiary unless and until LPL receives notice to the contrary by receipt of a new TOD Agreement.
8. In the event that, upon my death/the death of the surviving joint tenant, my account/the Survivor Account reflects a debit balance, LPL may liquidate any securities, at its discretion, required to satisfy that debit prior to distribution of any money, securities, or other property to the Beneficiary or Beneficiaries.
9. LPL shall have the right to require execution of further documents by any Beneficiary or the legal representative of any Beneficiary, including but not limited to, a Margin Agreement, prior to any distribution of the monies, securities, or other property in my account.
10. I/We and my/our estate(s) hereby agree to indemnify and hold LPL, its affiliates, directors, officers, agents and employees, and their heirs, executors, administrators, successors and assigns, harmless from any liability to any person or entity including, but not limited to, the Beneficiary or Beneficiaries and/or my/our heirs, successors, spouse(s) and offspring, for any actions taken in opening and maintaining my/our account, registering the securities or other property, or making the distributions upon receipt of notice of my death, or complying with any term of this Agreement.



2. Terms of Transfer on Death (continued)

- 11. LPL has no obligation to: locate Beneficiaries, question or investigate the circumstances of my death/the death of either joint tenant as it is reported to them; determine the age or any other facts about a Beneficiary as per other applicable "Know Your Customer" rules; appoint, if applicable, a custodian or guardian for any minor Beneficiary; locate or notify any spouse(s) children or my/other heirs of the death of either joint tenant; verify the legality of any distribution under the probate, estate and TOD laws of any state where transfer takes place; or determine which state's law is applicable.
- 12. LPL reserves the right to liquidate any leveraged or collateralized securities positions before transfer of TOD Account Assets to a Beneficiary or Beneficiaries, and any margin or other indebtedness of the Account Holder must be satisfied prior to a transfer of TOD Account Assets unless otherwise agreed to by LPL. collateralized accounts that have established a securities backed line of credit with a third party bank must satisfy all outstanding balances and obtain a letter of authorization from the securing party before LPL will transfer TOD Account Assets to a Beneficiary.
- 13. Arbitration Agreement: Any controversy between me, the beneficiaries hereunder or my/our successors, heirs, assigns, children, or spouse(s) and LPL shall be submitted to arbitration before FINRA. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action and who had not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

14. Arbitration of Disputes – Disclosures

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought to court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

This Agreement contains an Arbitration Agreement in paragraphs 13 and 14 hereof. I acknowledge receiving a copy of this agreement.

Account Holder Signature

Account Holder Name (print)

Date

Account Holder Signature

Account Holder Name (print)

Date

Account Holder Signature

Account Holder Name (print)

Date

Account Holder Signature

Account Holder Name (print)

Date

