

# 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, and Joint Tenancy by Entirety accounts only. For Joint Tenancy accounts, all references to the singular shall be construed as referring to all joint tenants. This Agreement shall not apply to Foreign Accounts, Tenancy in Common accounts, nor to a Joint Tenancy account which I hold with a person who is no longer a spouse because of a dissolution of marriage.

## 2 PRIMARY BENEFICIARY OR 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 Beneficiary(ies) designated below who survive the last surviving Account Owner. 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.

Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:
Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:
Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:

If any of the Beneficiaries named above are minors, I understand that a Custodian (under the Uniform Transfers to Minors Act), guardian or conservator must be designated for that Beneficiary as appropriate. If, within a reasonable period following my death, no custodian has been designated to accept the distribution of a minor Beneficiary, such distribution may be made to my estate and TD Ameritrade's obligation under this Agreement with respect to such minor Beneficiary shall be discharged.

## 3 CONTINGENT BENEFICIARY DESIGNATION

Upon my death, if all primary Beneficiaries above are deceased, or have chosen to disclaim their shares, the assets in my account will be divided in the specified share amounts below. If share amounts are not 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.

Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:
Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:
Name:	<input type="checkbox"/> Per Stirpes*	Social Security Number:	Date of Birth (or UA Date if a Trust):
Address:		Relationship:	Percentage:

***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.***



**SIGNATURES**

This form is used to name a Beneficiary for your non-retirement TD Ameritrade Account. For an Individual Retirement Account (IRA), please use the Beneficiary Designation Form for Qualified Accounts. Please complete all information. You must designate at least one primary Beneficiary. If you select co-primary Beneficiaries, indicate the percentage of your account you are designating to each. If a primary Beneficiary dies prior to the Account Owner, the remaining portion may be payable proportionately to any surviving primary Beneficiaries. You may also designate contingent Beneficiaries in the event that your primary Beneficiaries do not outlive you.

\*Per Stirpes shall mean: each branch of the decedent's family shall inherit in equal parts and by way of representation. 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.

Account Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Account Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

**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.**

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 TOD Agreement, in addition to the Client Agreement, and any other applicable written agreements (collectively, "Agreement(s)") 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). Eligible account types include Individual, Joint Tenants with Rights of Survivorship and Joint Tenants by Entirety.

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 non-probate 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 a distribution of securities can not be made either in whole shares, 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.

Only Beneficiaries identified by name (except in the case of "Per Stirpes" designations) will share in the TOD Account Assets. 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. If, at the time of the Account Owner's death, the Beneficiary is a minor or 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.

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.

Account Owner may make a change of designation of Beneficiary(ies) by completing a new Non-Probate Transfer on Death TOD Account Registration Form. The execution and acceptance of a new Non-Probate Transfer on Death TOD Account Registration Form automatically revokes all prior Beneficiary designations.

Account Owner may revoke a designation of Beneficiary(ies) by delivering a signed instruction letter signed by all Account Owners to TD Ameritrade.

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 re-registration 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 may refuse to transfer the TOD Account Assets, or any portion thereof, to any Beneficiary if TD Ameritrade receives notice from any claimant to an interest in the TOD Account Assets.

Should the 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.

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.

A duly appointed guardian or conservator, or an agent acting under a durable power of attorney, may effect transactions within, or transfers from the TOD Account to the extent of their authority, but may not change the designator or any Beneficiary. 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.

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 agrees that TD Ameritrade shall be fully released and discharged from all liability upon payment to the designated TOD Beneficiary or Beneficiaries and on behalf of himself/herself, his/her estate, heirs, executors, administrators, Beneficiaries, and assigns to indemnify and hold harmless TD Ameritrade, its directors, officers, owners, employees, agents, affiliates, successors, and assigns from and against all claims, liabilities, losses, costs and expenses (including attorneys' fees) that it may incur by acting in accordance with the aforesaid directive. 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.

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. The provisions of this Agreement are governed by the laws of the State of Nebraska. By executing this Agreement, you consent 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. By signing this Agreement, Account Owner(s) acknowledges that neither TD Ameritrade nor any of its employees or representatives has furnished such advice.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) A change by TD Ameritrade of the account number designating the TOD Account shall not affect this Agreement or the TOD designation established.
- (e) 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.
- (f) 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.

The Account Owner, his or her estate and his or her successors-in-interest, including all Beneficiaries, shall fully indemnify and save 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.

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.

**Keep this page for your records.**

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

TDAI 9736 REV. 02/17

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

TD Ameritrade Institutional, Division of TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC.  
TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc., and The Toronto-Dominion Bank. © 2017 TD Ameritrade.