

Account # _____

Advisor # _____

1 ACCOUNT INFORMATION

Account Title: _____

This Request Form and Agreement describes the various terms and conditions governing the T.O.D. features of my account carried by 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. For joint tenancy accounts, all references to the singular shall be construed as referring to all joint tenants. This Agreement shall not apply to 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.

Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:
Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:
Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:

I understand that if the percentages above do not total 100%, the remaining share will be distributed to my estate. If any of the beneficiaries named above are minors, I understand that a Custodian must be designated for that beneficiary under the Uniform Transfer to Minors Law 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

Unless different percentages are indicated below, the assets in my account will be divided equally among the contingent beneficiaries named below. If any primary beneficiary listed above is not living upon my death, or, if a joint account, upon the death of the last surviving account holder, that beneficiary's share (please check one):

- Will pass pro-rata to the remaining primary beneficiary(ies)
- Will pass to my estate and go through probate
- Will pass pro-rata to the following contingent beneficiary(ies):

Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:
Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:
Name:	Social Security Number:	Date of Birth:
Address:	Relationship:	Percentage:

Should all designated and primary beneficiary(ies) 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.



TERMS AND CONDITIONS

TD AMERITRADE is entitled to rely on the Request for Execution of Non-Probate Transfer submitted by any of my beneficiaries or my personal representative requesting execution of the foregoing non-probate transfer which request shall include the full name, address and social security or tax identification number of each person who is to receive a distribution; the percentage share to be distributed to each person; an inheritance tax waiver from states that require it; and a statement that there are no known disputes as to the persons entitled to a distribution or the amount of their distribution, and that there are no known claims that would affect the distribution requested. I further authorize TD AMERITRADE to divide fractional shares in any manner deemed appropriate, and to liquidate any outstanding option positions prior to distribution. TD AMERITRADE shall have no obligation to locate beneficiaries, to verify information submitted in a sworn request for distribution, to give notice of the date, manner and persons to whom a transfer will be made, to determine my marital status at the time of death, to obtain appointment of a successor trustee or custodian, or to determine any other fact or law which may vary the distribution. Notwithstanding the foregoing provisions, TD AMERITRADE may from time to time at its sole discretion require such additional documentation it deems appropriate to execute the non-probate transfer upon my death.

In the event that TD AMERITRADE is unable to determine the persons entitled to receive a distribution or their proper share, or in the event of a dispute by a beneficiary or a beneficiary's descendants as to the proper distribution, or of claims to the distribution by creditors of my estate, surviving spouse, personal representative, heir or others, TD AMERITRADE shall be entitled to require the parties to determine their respective rights by adjudication, arbitration or other acceptable manner prior to making any distribution, or to require an indemnity bond to protect TD AMERITRADE in making such distribution.

This T.O.D. Agreement revokes any prior T.O.D. Agreement for the assets held in my account and may be revoked by me in writing at any time prior to my death. This Agreement cannot be revoked or changed by a Will or by an agent of mine except by court order approving such revocation or change. A dissolution of marriage automatically revokes this T.O.D. beneficiary designation if to my former spouse and the account will be distributed to my estate if I die prior to changing this beneficiary designation. I understand that the non-probate features of this account apply only to eligible assets held in my account at the time of my death or, in the case of a joint tenancy account, at the death of the last surviving tenant. I understand that any assets delivered out of my account prior to distribution will not pass to my designated beneficiaries pursuant to this Agreement.

If T.O.D. registration is not valid under the law of the jurisdiction where I am domiciled at the date of my death, this T.O.D. Agreement shall be void and TD AMERITRADE shall not be required to give effect to such direction. TD AMERITRADE shall have no duty to advise as to the validity of T.O.D. registration in any particular state or other political subdivision. In the event such registration is invalid, the account shall be treated as owned by me without such T.O.D. direction and shall be transferred or distributed to my estate as if no T.O.D. direction existed.

TD AMERITRADE shall be entitled to all protections afforded by the T.O.D. laws of the applicable state, shall be entitled to rely in good faith upon this T.O.D. Agreement and sworn information provided in effecting distributions hereunder, and shall be discharged from all claims for such distribution. These protections shall have no bearing on the rights of beneficiaries or potential beneficiaries among themselves or their successors concerning the beneficial ownership of the proceeds as affected by my death.

This Agreement and its enforcement shall be governed by the laws of the State of Nebraska, shall inure to the benefit of TD AMERITRADE, its successor or assigns, and shall be binding upon the undersigned, the executors, administrators, successors, heirs and assigns of the undersigned. In the event any provision or clause of this Agreement shall be deemed invalid or unenforceable for any reason, such provision or clause shall be deemed to be ineffective to the extent of such invalidity or unenforceability but without affecting the remainder of this Agreement which shall continue in full force and effect.

By signing below, I acknowledge that this T.O.D. account will be subject to the transfer on death regulations of my state of domicile as applicable, and the terms and conditions in the TD AMERITRADE Client Agreement including, but not limited to, the arbitration provision contained therein. I hereby agree to indemnify TD AMERITRADE, its affiliates, directors, officers, employees and agents against any and all adverse claims, except to the extent that TD AMERITRADE has prior written notice of such claims, and any claims which may arise to the extent that the establishment of this T.O.D. account is found to have been invalid or ineffective under applicable state law.

Account Owner: _____ Date: _____

Account Owner: _____ Date: _____

TD AMERITRADE Institutional
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