

Transfer on Death Agreement - Individual

TOD

Instructions: Use this form to establish or change a Transfer on Death account for an individual. Mail the completed form to LPL Financial, Attn: Trade Direct, P.O. Box 509049 San Diego, CA 92150-9049 or fax to (858) 202-8500.

Account Information

Account Number

Account Registration

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

Beneficiary

1. Beneficiary Agreement and Information

I authorize LPL Financial LLC (LPL), my broker, to open a Transfer on Death (TOD) account according to the terms and conditions set forth herein. This agreement supercedes all previous agreements that may be on file for this account. This agreement does not supercede or in any way affect, and I agree that I continue to be bound by, any other LPL agreements executed by me for my account.

- During my lifetime, I shall retain full ownership of the securities held in my account. Only I may give instructions to transfer, purchase or sell securities, money or other property for my account.
- Upon receipt of notice of my death, 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 (pursuant to percentages noted below or if none indicated then in equal shares), subject to the terms and conditions set forth herein. In keeping therewith, the terms Beneficiary and Beneficiaries shall include Contingent Beneficiary and Beneficiaries if applicable. I certify that the Beneficiary(s) are permitted beneficiaries under any applicable TOD law.

Beneficiary Designation

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.

Unless Per Stirpes 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 Beneficiary(ies) My Primary Beneficiary Designation(s) are made using:

| | | | | | | |
|--------------------------------|-----------------------------------|------------------------------|--------------------------------------|--|---------------------------------------|---------------------------|
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
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| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |
| <input type="radio"/> Pro Rata | <input type="radio"/> Per Stirpes | Name <input type="text"/> | Relationship <input type="text"/> | Social Security Number <input type="text"/> | Date of Birth <input type="text"/> | % <input type="text"/> |

1. Beneficiary Agreement and Information (continued)

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 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 or other information regarding my 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, LPL must receive a copy of my death certificate and any other documentation required to complete the distribution of the proceeds of my account.
5. During my lifetime, the securities in my account 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 the securities LPL has the right at any time, and without further authorization, to register the securities held in my account in my name, individually or otherwise, in accordance with transfer agent requirements without the names of any of the Beneficiaries thereon. I understand that such right is necessary as not all issuers, states, transfer agents or financial institutions recognize Transfer on Death registration.
6. In the event that any securities or other property in my account cannot, for any reason, be partitioned and transferred to any of the Beneficiaries, LPL shall, to the extent necessary, liquidate those securities or other property and transfer the proceeds of that sale equally among the Beneficiaries.
7. If any Beneficiary hereunder is or becomes my spouse, then the dissolution of our marriage shall have no effect on the designation of Beneficiary unless LPL receives notice to the contrary by receipt of a new TOD Account Agreement.
8. In the event that, upon my death, my 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 and my estate 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 heirs, successors, spouse(s) and offspring, for any actions taken in opening and maintaining my account, registering my securities or other property, or making the distributions upon receipt of notice of my death, or complying with any term of this Agreement.
11. LPL has no obligation to: locate Beneficiaries; question or investigate the circumstances of my death as it is reported to them; determine the age or any other facts about a Beneficiary as per any applicable "Know Your Customer" rules; appoint, if applicable, a custodian or guardian for any minor Beneficiary; locate or notify any spouse(s) children or other heirs of mine upon my death; verify the legality of any distribution under the probate, estate and TOD laws of the state where this transaction takes place; or determine which state's law is applicable.
12. Arbitration Agreement: Any controversy between me, the beneficiaries hereunder or my 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.
13. Arbitration of Disputes - Disclosures
- This agreement contains a predispute 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 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 in 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 12 and 13 hereof. I acknowledge receiving a copy of this agreement.

Client Signature and Certification

I hereby revoke all former beneficiary designations and hereby designate the beneficiary(ies) listed above. I hereby certify that I understand the effect of these designations, and have consulted with a qualified tax adviser or estate-planning attorney with any questions I may have.

Account Owner Signature_____
Account Owner Name (print)_____
Date