

## Transfer on Death (TOD) Beneficiary Designation Form

**Please note that Transfer on Death Beneficiary Designations are not available to residents in all jurisdictions.**

Please also note that TOD Accounts are subject to receipt and acceptance by our clearing firm, Apex Clearing Corporation (“Apex”). No TOD designation will be effected until all required documentation is received and accepted.

### Account Information

Primary Account Holder Name	Apex Account Number
Social Security Number or Taxpayer ID Number	Date of Birth
Joint Account Holder (if Applicable)	
Social Security Number or Taxpayer ID Number	Date of Birth

### Beneficiary Designation

To my Broker/Dealer (You or Your):

I (We) wish to create a transfer on death (TOD) registration for the account listed above. I (We) hereby designate the person(s) identified below ( Beneficiary(ies) ) to receive all monies, securities and other assets held in the account listed above upon my (our) death, or the death of the last surviving account owner in the case of a joint account. I (We) may change the designation of the beneficiary(ies) only by completing a new Transfer on Death Beneficiary Designation Form. The Beneficiary Designation may not be revoked or changed by will, codicil, trust document or other testamentary document. You may rely on the latest Beneficiary Designation in your possession and no change in Beneficiary shall be effective until actually received and accepted by you.

I (We) understand that you have entered into an agreement with Apex with respect to the execution and clearance of securities. I (We) also understand that because of the complex legal and tax issues involved, neither you nor Apex will advise whether the TOD designation is appropriate for tax or estate planning. I (We) acknowledge that the ability to register a securities account in TOD form is created by state law and not all states have enacted such laws. I (We) have been advised that I (we) should consult my (our) own legal and tax advisers before electing or revoking the TOD account designation as I (we) deem appropriate.

This Beneficiary Designation is:  An Original TOD  A Beneficiary Designation Change to an Existing TOD

I (We) hereby designate the person(s) named below as beneficiary(ies) to receive the assets remaining in the account listed above upon my (our) death:

Primary Beneficiaries (If a trust, please provide trust name, names of all trustees and date established.)	
1. Name: _____	% Share*: _____ Relationship: _____
Address: _____	Telephone: _____
Date of Birth: _____	Social Security Number or Taxpayer ID Number: _____
2. Name: _____	% Share*: _____ Relationship: _____
Address: _____	Telephone: _____
Date of Birth: _____	Social Security Number or Taxpayer ID Number: _____
3. Name: _____	% Share*: _____ Relationship: _____
Address: _____	Telephone: _____
Date of Birth: _____	Social Security Number or Taxpayer ID Number: _____

**\* Please note: Share totals must equal 100%. Do not use fractional percentages or dollar amounts.**

**Contingent Beneficiaries** (If a trust, please provide trust name, names of all trustees and date established.)

1. Name: \_\_\_\_\_ % Share\*: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security Number or Taxpayer ID Number: \_\_\_\_\_

2. Name: \_\_\_\_\_ % Share\*: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security Number or Taxpayer ID Number: \_\_\_\_\_

3. Name: \_\_\_\_\_ % Share\*: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security Number or Taxpayer ID Number: \_\_\_\_\_

**\* Please note: Share totals must equal 100%. Do not use fractional percentages or dollar amounts.**

I (We) understand that upon my (our) death you may require my (our) Beneficiary(ies) to provide you with certain documents as you may deem necessary prior to instructing Apex to move the assets from my (our) TOD account into the Designated beneficiary(ies') account(s).

I acknowledge and agree that upon my (our) death, distribution will be made to my (our) designated beneficiaries in the following manner:

**PRIMARY BENEFICIARY(IES)**

- Any interest I (We) may have in this account will be paid in equal proportions, unless otherwise indicated, to the primary beneficiary(ies) I have designated
- If the death of one or more designated Primary Beneficiary(ies) precedes my (our) death, the interest they would have received from this account will be paid, upon my (our) death, to my surviving Primary Beneficiary(ies) Pro Rata such that 100% is paid to the surviving primary beneficiary(ies)

**CONTINGENT BENEFICIARY(IES)**

- If none of my Primary Beneficiaries survives me (us), any interest I (We) have in this account will be paid in equal proportions unless otherwise indicated to the Contingent Beneficiary(ies) I (We) have designated
- If the death of one or more designated Contingent Beneficiary precedes my (our) death, the interest they would have received from this account will be paid, upon my (our) death, to my surviving Contingent Beneficiary(ies) Pro Rata such that 100% is paid to the surviving Contingent beneficiary(ies)

**NO SURVIVING BENEFICIARY(IES)**

- If none of the Primary or Contingent beneficiaries I (We) have designated survives me (us), any interest I (We) may have in this account shall pass as if my (our) Transfer on Death instructions did not exist.

I (We) understand and agree that Apex, may register and hold the securities in my (our) TOD account in Apex's name or other "street" or nominee name and that this will create no duty on Apex's part to determine registration or ownership of the account as a whole before or after my (our) death.

In consideration for establishing this registration and accepting the Beneficiary Designation, I (we) (including my (our) estate(s), heirs, spouse, successors in interest, and all Beneficiaries named herein) shall indemnify and hold harmless you and Apex (and affiliates, directors, officers, control persons, agents and employees thereof) from and against all claims, actions, costs and liabilities, including attorneys' fees, by person or entity arising out of or relating to this account registration and transfers hereunder.

**Miscellaneous Provisions**

- Apex reserves the right the refuse to accept or renew this TOD Beneficiary Designation Form 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 TOD Beneficiary Designation Form, said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects the TOD Beneficiary Designation Form shall continue and remain in full force and effect.
- The provisions of this TOD Beneficiary Designation Form, including indemnities stated herein, shall be binding upon the Account Holder's estate, Beneficiaries, heirs, executors, administrators, successors, and assigns, shall insure to the benefit of each of you and Apex as your respective successors, assigns and affiliated companies, and shall survive the termination of this TOD Beneficiary Designation Form or the TOD Account.

Account Owner Signature

Date

Joint Owner Signature

Date

Signature of Spouse (if required)\*

Date

\*Note: Spouse's signature is required if the spouse and/or Account Holder reside(s) in a Community Property or Marital Property State, and the spouse is not an account holder, or named as the sole primary beneficiary. By signing, spouse voluntarily and irrevocably consents to the beneficiary designation and to Apex paying all sums due upon death as designated above subject to the provisions of this Transfer on Death (TOD) Beneficiary Designation Form.