

# Transfer on Death (TOD) Beneficiary Agreement



**Notice:** All TOD Accounts are subject to receipt and acceptance by 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.

Log in and add/update beneficiaries online:  
Client Services>My Profile>Personal Information>Manage Beneficiaries

## Return Options:

### Electronically via Message Center:

Log in and go to Client Services > Message Center to attach the file

### Regular Mail:

PO Box 2760, Omaha, NE 68103-2760

### Overnight Mail:

200 South 108th Avenue  
Omaha, NE 68154-2631

Fax: 866-468-6268

## Establishing a Transfer on Death Account

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 Transfer on Death Beneficiary Agreement ("TOD Agreement"), in addition to the Client Agreement, and any other applicable written agreements 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). Unless otherwise defined, capitalized terms in this TOD Agreement have the same meanings as in the Client Agreement.

## Eligibility/Limited Availability

Eligible account types include Individual, Joint Tenants with Rights of Survivorship, Tenants by the Entirety, and Community Property with Rights of Survivorship. TOD designations are not available to residents of the State of Louisiana. If at any point, the TOD Account becomes ineligible, this TOD Agreement will terminate immediately, all TOD beneficiary designations will be void, and the assets in the TOD Account ("TOD Account Assets") will be paid to the Account Owner's Estate.

## Designation of Beneficiaries

Beneficiaries must be designated in writing on the attached Transfer on Death Beneficiary Designation Form ("TOD Form"). 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.

Only Beneficiaries identified by name will share in the TOD Account Assets unless the Account Owner elects to designate a per stirpes distribution by checking the appropriate box in the Designation of Beneficiary section of the TOD Form. The term "per stirpes" shall mean the following: if any primary or contingent Beneficiary, as applicable, does not survive the Account Owner, but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be paid to such Beneficiary's surviving descendants by right of representation.

No guardian or conservator 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.

## Changes to and Revocation of Beneficiary Designations

Account Owner may make a change of designation of Beneficiary(ies) by completing a new TOD Beneficiary Designation Form. The execution and acceptance of a new TOD Beneficiary Designation Form automatically revokes all prior Beneficiary designations. Changes in the relationship between the Account Owner and designated Beneficiary (such as, marriage, divorce, or adoption) will not automatically add or revoke Beneficiary designations. For example, if an Account Owner designated a spouse as Beneficiary and they were subsequently divorced, the former spouse will remain Beneficiary on the Account unless the Account Owner submits a new Beneficiary designation to TD Ameritrade.

Account Owner may revoke a designation of Beneficiary(ies) by delivering an instruction letter signed by all Account Owners to TD Ameritrade. If this Agreement is established under joint tenants with rights of survivorship or community property with rights of survivorship, upon the death of one of the Account Owners, ownership shall pass to the surviving Account Owner and TD Ameritrade may follow the instructions of the surviving Account Owner to revoke or change a beneficiary designation.

## Payment on Death

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 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 allocation are expressly indicated on the TOD Beneficiary Designation Form. Account Owner understands that the nonprobate 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 securities cannot be

*Keep this page for your records.*

evenly distributed, 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. 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 reregistration 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 is authorized to rely on any representation of facts made by the Account Owner(s), the personal representative of the estate of the Account Owner, any Beneficiary, or any other person or source deemed appropriate by TD Ameritrade in determining the identity of unnamed Beneficiaries.

Should a 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.

Account Owner, his or her estate, and his or her successors-in-interest, including all Beneficiaries, further understand and agree that, notwithstanding the above and any information or instructions provided by such persons or sources, TD Ameritrade may, in its sole discretion, require additional documentation, consult with counsel, or institute legal proceedings in order to determine the proper identity of Beneficiaries, all of which shall be at the expense of the TOD Account. 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. 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.

### **Payments to Minor and Incapacitated Beneficiaries**

If the Account Owner designates a minor Beneficiary then the Account Owner has the option to designate a custodian under the Uniform Transfer to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA). If the Account Owner does not designate a custodian for a minor Beneficiary, or if the designated custodian is unable or unwilling to serve, TD Ameritrade may permit a parent or legal guardian of the minor Beneficiary to designate a new custodian, or alternatively, TD Ameritrade may distribute the TOD Account Assets to a court-appointed guardian or conservator of the minor Beneficiary.

If, at the time of the Account Owner's death, the Beneficiary is 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.

### **Suitability**

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. By signing this Agreement, Account Owner(s) acknowledges that neither TD Ameritrade nor any of its employees or representatives has furnished such advice.

### **Indemnity**

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

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.

## Governing Law

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. By executing this Agreement, Account Owner(s) consents 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.

## Additional Provisions

- 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.
- 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.
- 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.
- A change by TD Ameritrade of the account number designating the TOD Account shall not affect this Agreement or the TOD designation established.
- 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.
- 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.

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

TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc., members FINRA/SIPC, are subsidiaries of The Charles Schwab Corporation.  
TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank.  
© 2023 Charles Schwab & Co. Inc. All rights reserved.

# Transfer on Death (TOD) Beneficiary Agreement



If wanting to designate beneficiaries for an Individual Retirement Account (IRA), please submit an IRA Change of Beneficiary Form TDA 104 located within the forms library:

<https://www.tdameritrade.com/form-library>

Log in and add/update beneficiaries online:  
Client Services>My Profile>Personal Information>Manage Beneficiaries

## Return Options:

### Electronically via Message Center:

Log in and go to Client Services > Message Center to attach the file

### Regular Mail:

PO Box 2760, Omaha, NE 68103-2760

### Overnight Mail:

200 South 108th Avenue  
Omaha, NE 68154-2631

Fax: 866-468-6268

Please complete all sections.

## 1 Account Information

Account Number:

Account Owner:

---

Date of Birth:

U.S. Social Security Number:

Eligible Account Type:

- Individual (Non IRA)
- Joint Tenants with Rights of Survivorship (JTWROS)
- Tenants by the Entirety
- Community Property with Rights of Survivorship (CPWROS)

## 2 Designation of Beneficiary

You must designate at least one primary Beneficiary. If you select coprimary Beneficiaries, indicate the percentage of your account you are designating to each. If you are married and live in a state with community property statutes and do not designate your spouse as the sole beneficiary, you represent and warrant that your spouse has consented to such designation. Account Owner agrees that TD Ameritrade will not assume responsibility for determining whether the TOD Account is subject to community property laws, and TD Ameritrade will not be liable to Account Owner's surviving spouse or any other person for acting in accordance with the beneficiary designations on file.

Percentages must total 100% for all primary beneficiaries and 100% for all contingent beneficiaries. If percentages are not indicated, they will be deemed equal shares. If percentages indicate an attempt to distribute as equal shares, but do not add up to 100%, the first named beneficiary will receive a slightly higher percentage (for instance, if you indicate 33%, 33.3% or 33.33% for all three beneficiaries, TD Ameritrade will round the first beneficiary's percentage up to 33.34% and the other two beneficiaries will each receive 33.33%).

If a primary Beneficiary dies prior to the Account Owner, the remaining portion may be payable proportionately to any surviving primary Beneficiaries. In the event that no primary Beneficiary survives, the contingent Beneficiaries will receive the assets pursuant to the allocation identified below. In the event a contingent Beneficiary dies prior to the Account Owner, then the contingent Beneficiary's share will be divided proportionately among the surviving contingent Beneficiaries. If the "per stirpes" box is checked and that Beneficiary dies before the Account Owner, that Beneficiary's share will pass to his or her living descendants, instead of being reallocated to the other remaining named Beneficiaries.

Subject to the condition(s) set forth in this section, I designate the following as the Beneficiary(ies) of my account:



## Designate your Primary Beneficiary(ies)

Primary Share %:	Beneficiary is: <input type="radio"/> An individual <input type="radio"/> A trust <input type="radio"/> Other ( <i>custodianship, charity, corporation, etc.</i> ) <input type="radio"/> Per Stirpes	
	Beneficiary's Name:	SSN/TIN: [ ][ ]-[ ][ ]-[ ][ ][ ][ ] OR [ ][ ]-[ ][ ][ ][ ][ ][ ]
	Relationship:	Date of Birth/UA Date/Date of Formation: [ ][ ]-[ ][ ]-[ ][ ][ ][ ]

Primary Share %:	Beneficiary is: <input type="radio"/> An individual <input type="radio"/> A trust <input type="radio"/> Other ( <i>custodianship, charity, corporation, etc.</i> ) <input type="radio"/> Per Stirpes	
	Beneficiary's Name:	SSN/TIN: [ ][ ]-[ ][ ]-[ ][ ][ ][ ] OR [ ][ ]-[ ][ ][ ][ ][ ][ ]
	Relationship:	Date of Birth/UA Date/Date of Formation: [ ][ ]-[ ][ ]-[ ][ ][ ][ ]

Primary Share %:	Beneficiary is: <input type="radio"/> An individual <input type="radio"/> A trust <input type="radio"/> Other ( <i>custodianship, charity, corporation, etc.</i> ) <input type="radio"/> Per Stirpes	
	Beneficiary's Name:	SSN/TIN: [ ][ ]-[ ][ ]-[ ][ ][ ][ ] OR [ ][ ]-[ ][ ][ ][ ][ ][ ]
	Relationship:	Date of Birth/UA Date/Date of Formation: [ ][ ]-[ ][ ]-[ ][ ][ ][ ]

Primary Share %:	Beneficiary is: <input type="radio"/> An individual <input type="radio"/> A trust <input type="radio"/> Other ( <i>custodianship, charity, corporation, etc.</i> ) <input type="radio"/> Per Stirpes	
	Beneficiary's Name:	SSN/TIN: [ ][ ]-[ ][ ]-[ ][ ][ ][ ] OR [ ][ ]-[ ][ ][ ][ ][ ][ ]
	Relationship:	Date of Birth/UA Date/Date of Formation: [ ][ ]-[ ][ ]-[ ][ ][ ][ ]

Primary Share %:	Beneficiary is: <input type="radio"/> An individual <input type="radio"/> A trust <input type="radio"/> Other ( <i>custodianship, charity, corporation, etc.</i> ) <input type="radio"/> Per Stirpes	
	Beneficiary's Name:	SSN/TIN: [ ][ ]-[ ][ ]-[ ][ ][ ][ ] OR [ ][ ]-[ ][ ][ ][ ][ ][ ]
	Relationship:	Date of Birth/UA Date/Date of Formation: [ ][ ]-[ ][ ]-[ ][ ][ ][ ]

Total: \_\_\_\_\_ % Total must add up to 100%

## Designate your Contingent Beneficiary(ies)

Contingent Share %: Beneficiary is:  An individual  A trust  Other (*custodianship, charity, corporation, etc.*) |  Per Stirpes

---

Beneficiary's Name:	SSN/TIN:
Relationship:	Date of Birth/UA Date/Date of Formation:

Contingent Share %: Beneficiary is:  An individual  A trust  Other (*custodianship, charity, corporation, etc.*) |  Per Stirpes

---

Beneficiary's Name:	SSN/TIN:
Relationship:	Date of Birth/UA Date/Date of Formation:

Contingent Share %: Beneficiary is:  An individual  A trust  Other (*custodianship, charity, corporation, etc.*) |  Per Stirpes

---

Beneficiary's Name:	SSN/TIN:
Relationship:	Date of Birth/UA Date/Date of Formation:

Contingent Share %: Beneficiary is:  An individual  A trust  Other (*custodianship, charity, corporation, etc.*) |  Per Stirpes

---

Beneficiary's Name:	SSN/TIN:
Relationship:	Date of Birth/UA Date/Date of Formation:

Contingent Share %: Beneficiary is:  An individual  A trust  Other (*custodianship, charity, corporation, etc.*) |  Per Stirpes

---

Beneficiary's Name:	SSN/TIN:
Relationship:	Date of Birth/UA Date/Date of Formation:

Total: \_\_\_\_\_ % Total must add up to 100%

### 3

## Directions for Distribution of Assets to Minor Beneficiaries

Please transfer any minor's assets to a Custodial account at TD Ameritrade, managed by the custodian(s) designated below. In each instance that the assets pass to the designated custodian as the custodian for the designated minor, the assets shall be transferred under the Uniform Transfer to Minors Act (UTMA), or the Uniform Gifts to Minors Act (UGMA) or any other similar statute in effect as specified below.

I understand and accept that a court-appointed guardian may have to be appointed to manage the minor's assets under ongoing court supervision if I do not designate a custodian below.

**Note: Only one custodian can be named per minor beneficiary. If multiple custodians are listed for the same beneficiary, the first named custodian will be added.**

**\*Minors must be designated in either the primary or the contingent beneficiary section to be added to the account.**

**Section 3, Directions for Distribution of Assets to Minor Beneficiaries continued**

Custodian's First Name:	Middle Name:	Last Name:	As custodian for ( <i>name of minor beneficiary</i> ):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for ( <i>name of minor beneficiary</i> ):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for ( <i>name of minor beneficiary</i> ):
Custodian's First Name:	Middle Name:	Last Name:	As custodian for ( <i>name of minor beneficiary</i> ):

# 4 Agreement

The Account Owner(s) whose signature appears below hereby requests that TD Ameritrade establish a TOD Account and understands that this TOD Beneficiary Designation is governed by the Transfer on Death Agreement, Client Agreement, and any other applicable written agreements between TD Ameritrade and Account Owner(s). This agreement revokes all prior TOD Beneficiary Designations made in relation to the above-referenced account currently carried by TD Ameritrade. The Account Owner(s) below designates the listed individuals as Beneficiary(ies) of this TOD Account and agrees to be bound to the Terms and Conditions set forth in the TOD agreement.

Printed Account Owner Name:		Printed Account Co-Owner Name:	
Signature:	Date:	Signature:	Date:
X		X	

**Sign Here**

Original signatures are required; electronic signatures and/or signature fonts are not authorized

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