



Transfer on Death Kit

Services to TOD Accounts

Easing Transitions

Transfer on Death (TOD) Agreement

Sub Firm #	BR Code	FA Code	Account Number

(Office Use Only)

SECTION 1: OPENING YOUR ACCOUNT

To establish a TOD registration of your account(s) with us, you must complete and submit our TOD application, and we must accept it. We are not required to accept instructions from any other person, including any attorney-in-fact, to establish, revoke, or change a TOD registration.

You must reside in the United States in order to establish a TOD registration with us. TOD registration is not available for Louisiana or non-United States residents. If you reside in or move to Louisiana or outside of the United States, we have the right to terminate any TOD registration.

Only accounts owned by individuals are eligible for TOD registration. For joint accounts, we will permit TOD registration on joint accounts with rights of survivorship (including tenants by the entirety), but not on "tenants in common" joint accounts.

The following types of assets are not eligible for TOD registration:

- Physical securities certificates
- Limited partnership interests
- Certificated shares of mutual fund companies
- Assets held in your name at mutual fund companies
- Commodities
- Precious metals
- Annuities
- Life insurance policies

We may designate other types of prohibited assets.

SECTION 2: RELATIONSHIP TO OTHER AGREEMENTS

This TOD Agreement supplements any other agreement(s) relating to your account and will be governed by the laws of the State of New York. If there are inconsistencies between this TOD Agreement and other agreement(s) governing your account, the terms of this TOD Agreement will apply for issues involving your TOD account.

SECTION 3: REVOCATION

To revoke your TOD registration, you (and any other account owners) must complete our revocation form. We will not accept a revocation through any other document or through any other person, including any attorney-in-fact. Revocation will not be effective until we accept the revocation form.

In the case of a joint account, after the death of an account owner, this Agreement shall continue to apply to an account that must be established by the surviving owner or owners unless the surviving owner or owners change or revoke this agreement by completing our revocation form. Revocation is not effective until our acceptance of the revocation form.

SECTION 4: BENEFICIARIES – GENERAL INFORMATION

You may establish a TOD naming one or more beneficiaries who do or do not reside in the U.S. If a client's TOD beneficiary resides in a country where Wells Fargo Advisors is not authorized to conduct business, then Wells Fargo Advisors cannot provide ongoing financial services to the beneficiary and will only permit the beneficiary to open an account on a temporary basis in order to facilitate distribution of the TOD. Please note, however, that Wells Fargo Advisors will not accept any TOD beneficiary designation where a beneficiary resides in a country that is subject to U.S. Department of Treasury Office of Foreign Asset Control (OFAC) sanctions. We are not required to accept instructions from any other person, including any attorney-in-fact, to name or change beneficiaries.

You must provide the name, address, birthdate, and taxpayer identification number for any beneficiary.

Investment and Insurance Products:

Not Insured by FDIC or any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate
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Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

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If you designate a trust as a beneficiary, you must specify the date the trust was established. For any trustee you name, your designation includes any co-trustee or successor trustee. If any trust or entity is revoked or terminated before the last surviving account owner's death, we will treat the trust or entity as if it were an individual who died before the last surviving account owner.

To change a beneficiary, all account owners must complete a new TOD application, and we must accept it.

We will honor only the most recent beneficiary designations on file with us.

Your beneficiary designations will not be subject to state probate rules. We will not honor "per stirpes" or any similar designation where we would have to determine the identities of heirs of a deceased beneficiary.

A beneficiary has no rights in your account until all account owners have died. From the last surviving account owner's death until the distribution of assets, all living beneficiaries will be tenants in common.

SECTION 5: PRIMARY BENEFICIARIES

You must designate one or more primary beneficiaries to whom we will distribute your account assets upon the last surviving account owner's death.

You should designate a percentage of assets for each primary beneficiary. If you do not designate percentages, then all primary beneficiaries will share equally. If you designate percentages and the total is more than 100%, the primary beneficiaries will share in proportion to their designated percentages. If you designate percentages and the total is less than 100%, we will distribute the percentage for which no primary beneficiary is designated to the last surviving account owner's estate.

SECTION 6: CONTINGENT BENEFICIARIES

You may (but are not required to) designate one or more contingent beneficiaries for your account(s).

A contingent beneficiary will receive a portion of the account assets of a designated primary beneficiary who dies before the last surviving account owner.

If you do not designate a contingent beneficiary or if the contingent beneficiary designation does not equal 100% for each designated primary beneficiary, and all primary beneficiaries have died, your assets or a portion of your assets will go to the estate of the last surviving account owner.

SECTION 7: MINOR BENEFICIARIES

If a beneficiary is a minor, then you must designate a custodian under the Uniform Transfers to Minors Act (UTMA). If you have not nominated a custodian for a minor beneficiary, or if the custodian is unable or unwilling to accept the distribution, we may distribute your assets to an UTMA custodian who is later appointed for the minor, or to the minor's conservator or guardian. Custodians under the Uniform Gifts to Minors Act (UGMA) are not eligible to be beneficiaries or receive distributions.

SECTION 8: DISTRIBUTIONS

After the last surviving account owner dies, we will not permit any activity in your account until the requirements below are met.

Before distributing assets, we must receive the following:

- Legal proof of death of all account owners;
- A copy of our distribution request form, signed by or for each beneficiary or personal representative of the last surviving owner's estate; and
- A waiver of inheritance or estate taxes (if required under state law).

If a beneficiary is an estate, then we will require (1) letters testamentary for the personal representative(s), and (2) an affidavit of domicile. If a primary beneficiary dies before the last surviving account owner, we will require legal proof of death.

Once we approve these documents, we will distribute your assets in kind to the beneficiaries according to the percentages in the most recent TOD agreement on file with us. Assets will not be sold in your account in order to distribute cash to your beneficiaries. Any residual dividends and interest will be distributed in accordance with the percentages designated in the most recent TOD agreement on file with us.

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If any primary beneficiary dies before the last surviving account owner, we will distribute that beneficiary's share to (a) the corresponding contingent beneficiary; (b) the other primary beneficiaries on a pro rata basis; or (c) your estate, depending on the option you have chosen. If you designate contingent beneficiaries and if any of the contingent beneficiaries die before the last surviving account owner, we will distribute that share to the last surviving account owner's estate. If we cannot determine the order of death of the last surviving account owner or any beneficiary, then we will assume that the beneficiary died first.

We may reduce or eliminate distributions if we receive written notice from an account owner's estate that the assets must be used to pay the estate's expenses. In such case, the estate's personal representative may select assets to distribute to the estate.

When we receive notice of the last surviving account owner's death, we will have no obligation to:

- Locate any beneficiary or any account owner's heirs or representatives of their estates;
- Notify any person of a proposed or completed transfer of your assets; or
- Verify any information submitted by a person claiming to have an interest in your account.

SECTION 9: FRACTIONAL SHARES

Your beneficiaries must instruct us in writing on how to allocate fractional shares or assets subject to minimum share or amount designations. If your beneficiaries do not provide such instructions, we may, but are not required to, sell all fractional or other shares and distribute the proceeds (after deducting sales commissions and expenses) according to the percentage for each beneficiary. If we sell any fractional shares or other assets in your account after your death, the proceeds will be subject to backup tax withholding.

SECTION 10: MARGIN OR DEBIT BALANCE

We have the right to reduce any distribution to beneficiaries if there are any outstanding financial obligations of the account owner, including but not limited to, any margin or debt balance. This shall include any dividends, interest, earnings, or other payments associated with these account assets. We also have the right to select which assets to sell to pay the margin or debit balance prior to distribution.

SECTION 11: WELLS FARGO LOAN BALANCE

If your account is pledged to secure a loan balance owed to Wells Fargo Bank, N.A. when the last surviving account owner dies, the outstanding loan balance must be paid in full prior to any distributions. We may, at our sole discretion, sell any and all securities in your account to satisfy any outstanding balance and your representatives or beneficiaries will not be entitled to choose which securities are sold. If the last surviving account owner is deceased, contact collateralmanager@wellsfargo.com for instructions on paying off the outstanding loan balance.

SECTION 12: LIABILITY

We will not have any liability if we pay out interest or dividends after the last surviving account owner's death and the beneficiaries have not provided us with all of the documents listed in Section 8 above in a timely manner.

Should our distribution of assets be delayed by the beneficiaries' failure to provide us with the documents listed in Section 8 above, or by a dispute or claim to your account, we will not be liable for any resulting decline in the value of your account.

Once we distribute assets from your account, we will be released fully from any liability.

If we distribute assets to a beneficiary and a court finds that the beneficiary is liable to an account owner's estate for expenses, then we will have no liability to the estate or to the beneficiary, unless we received written notice of objection before the asset distribution.

We will not be liable for failing to notify you of changes in TOD law that may affect your account.

SECTION 13: DISPUTES

If we cannot determine the person entitled to receive a distribution or their proper share, or if a dispute by a beneficiary or a beneficiary's descendants or spouse arises as to the proper distribution, or if claims to the distribution are made by creditors of the estate, surviving spouse, personal representative or executor, heirs or others, we reserve the right to require the parties to determine their respective rights by court order, arbitration, or in any other manner acceptable to us prior to making any distribution.

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SECTION 14: MISCELLANEOUS

You, your estate or your successors-in-interest, including all beneficiaries and heirs shall fully indemnify and hold Wells Fargo Advisors, its agents, affiliates, successors, and assigns, parent companies, subsidiaries, officers, directors, shareholders, members, employees, and attorneys harmless from and against all claims, actions, costs, liabilities, and damages including attorney fees arising out of or relating to:

- Any conflicting designation of the assets in your Account by Will, trust or any other instrument;
- Any written change of beneficiary(ies) that you have made that has not been accepted by us;
- Distributions made upon notice of the death of the last surviving account holder pursuant to the terms of this Agreement; and
- Any other action taken by us in opening and maintaining your account under this Agreement or registering and titling the securities in your account.

We make no representation as to the effectiveness of your beneficiary designations or the tax consequences of holding this account or distributing assets from it. You should seek legal or other appropriate counsel regarding all legal and tax issues related to this TOD agreement and registration.

Transfer on Death (TOD) Application

Sub Firm #	BR Code	FA Code	Account Number
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Account Owner(s) Name(s)		Social Security Number(s)	
Account Owner(s) Address(es)	City	State	ZIP Code

You are applying for registration of your account in beneficiary form thereby assigning ownership of the account upon your death to the beneficiaries you designate. You direct us to transfer all TOD-eligible assets in this account in accordance with this direction and the terms and conditions of this application.

You certify that you have received, read, and agree to all terms of the Transfer on Death Agreement included with and made part of this Transfer on Death Application. All terms of this agreement and application shall be binding upon your heirs, representatives, and assigns.

IF YOU ARE MARRIED AND LIVE IN A COMMUNITY PROPERTY JURISDICTION (Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin, or Puerto Rico; in Alaska, community property rules may be adopted by agreement signed by the married couple):

If you designate a primary beneficiary who is not your spouse, your spouse must approve your designation.

If you get married after signing this form, your marriage may make your beneficiary designation(s) invalid, so your spouse should consent to your designation.

We may reject your TOD application or refuse to distribute your account assets to your beneficiary(ies) if we have not received your spouse's consent to your beneficiary designations.

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PRIMARY BENEFICIARY DESIGNATION

When the last surviving account owner has died and we have received the documents listed in Section 8 of the TOD agreement, we will transfer assets to the following beneficiaries, if they survive the last account owner. If you indicate no percentages below, we will divide the assets in your account equally among the beneficiaries. If you designate percentages, they must add up to 100%. If no primary or contingent beneficiaries are alive when the last surviving account owner dies, or if all beneficiaries disclaim their interests in your account, we will distribute the assets to the last surviving account owner's estate. Note: If you designate any beneficiaries that are minors, you **MUST** designate a Custodian under the Uniform Transfers to Minors Act (UTMA). (For example, list the custodian's name and indicate "as custodian for" and then list the minor's name.)

YOU MUST CHECK ONE BOX BELOW

If any primary beneficiary is not alive when the last surviving account owner dies or if that beneficiary disclaims his/her interest, then we will distribute that beneficiary's share as follows:

- ☐ To the remaining primary beneficiary(ies) on a pro rata basis (proportionate to the designated percentages).
- ☐ To the applicable contingent beneficiary(ies) designated at the bottom of this page.
- ☐ To the last surviving account owner's estate.

(Please use a separate sheet if additional beneficiaries are desired. The sheet must be signed by all account owners.)

	Relationship to Client	Beneficiary Name	Social Security or Tax ID	Telephone Number
1				
	Percentage	Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Relationship to Client	Beneficiary Name	Social Security or Tax ID	Telephone Number
2				
	Percentage	Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Relationship to Client	Beneficiary Name	Social Security or Tax ID	Telephone Number
3				
	Percentage	Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Relationship to Client	Beneficiary Name	Social Security or Tax ID	Telephone Number
4				
	Percentage	Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			

CONTINGENT BENEFICIARY DESIGNATION

(Please use a separate sheet if additional beneficiaries are desired. The sheet must be signed by all account owners.)

	Contingent to Primary Beneficiary Number(s)	Contingent Beneficiary Name	Social Security or Tax ID	Telephone Number
1	☐			
	Percentage of Primary Beneficiary Share	Contingent Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Contingent to Primary Beneficiary Number(s)	Contingent Beneficiary Name	Social Security or Tax ID	Telephone Number
2	☐			
	Percentage of Primary Beneficiary Share	Contingent Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Contingent to Primary Beneficiary Number(s)	Contingent Beneficiary Name	Social Security or Tax ID	Telephone Number
3	☐			
	Percentage of Primary Beneficiary Share	Contingent Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			
	Contingent to Primary Beneficiary Number(s)	Contingent Beneficiary Name	Social Security or Tax ID	Telephone Number
4	☐			
	Percentage of Primary Beneficiary Share	Contingent Beneficiary Address (Street number, City, State, and ZIP Code)		Birth Date or Trust Date
	%			

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ACCOUNT INFORMATION (Check one box below.)

- ☐ Original TOD application
- ☐ Change of beneficiaries in TOD application

IMPORTANT: If some securities in your account are not eligible for TOD registration, then we will distribute those securities to the last surviving account owner's estate. Louisiana residents may not open TOD accounts with us. Because of the complex legal and tax issues, we cannot advise whether a TOD registration is appropriate for your tax and estate planning. **YOU SHOULD CONSULT WITH YOUR LEGAL AND TAX ADVISORS BEFORE ELECTING OR REVOKING A TOD ACCOUNT REGISTRATION.**

X

Account Owner Signature

Date

X

Account Owner Signature

Date

SPOUSAL CONSENT

If you live in a community property jurisdiction and your spouse is neither a joint owner nor the sole primary beneficiary of your account, your spouse must complete this section. By signing below, your spouse declares that he/she is your spouse and consents to any designation of beneficiaries you have made. He/she agrees not to make any claim against us or the beneficiary(ies) as a result of any distribution we make.

Name of Spouse (Please type or print)			
Address of Spouse	City	State	ZIP Code

X

Signature of Spouse

Date

REQUIRED NOTARIZATION OF SPOUSE'S SIGNATURE

State _____

Subscribed and sworn to before me

County _____

This _____ Day of _____ the Year _____

(Signature of Notary Public)

My Commission Expires _____