

## 1. Account Information

ACCOUNT NUMBER	
PRIMARY ACCOUNT OWNER'S NAME	PRIMARY ACCOUNT OWNER'S SOCIAL SECURITY NUMBER
PRIMARY ACCOUNT OWNER'S DATE OF BIRTH	PRIMARY ACCOUNT HOLDER MARITAL STATUS <div style="display: flex; justify-content: space-around; font-size: small;"> <span>SINGLE</span> <span>MARRIED</span> <span>DIVORCED</span> <span>WIDOWED</span> </div>
JOINT ACCOUNT OWNER'S NAME (if applicable)	JOINT ACCOUNT OWNER'S SOCIAL SECURITY NUMBER (if applicable)
JOINT ACCOUNT OWNER'S DATE OF BIRTH	JOINT ACCOUNT HOLDER MARITAL STATUS <div style="display: flex; justify-content: space-around; font-size: small;"> <span>SINGLE</span> <span>MARRIED</span> <span>DIVORCED</span> <span>WIDOWED</span> </div>
CHECK THE BOX IF THE ACCOUNT IS A JTWROS AND THE PRIMARY AND JOINT ACCOUNT HOLDER ARE MARRIED TO EACH OTHER	

### IMPORTANT INFORMATION

- Please note that only certain types of assets (i.e., a security) may be held in a Individual or Joint Tenants Account registered for Transfer on Death to a beneficiary ("Account"). It is your responsibility to ensure that any investment that you select for the Account is allowable pursuant to applicable laws, rules and regulations. Please contact ETC Brokerage Services at (877) 819-8918 for additional information.
- If the residence of the Account Owner is located in a community or marital property state, such Account Owner is married and is not naming his/her spouse as the sole primary beneficiary, the beneficiary designations should be reviewed by an attorney and/or tax professional. ETC Brokerage Services does not accept non-spousal beneficiary designations without the consent of the unnamed spouse, except where the spouse is named as a Joint Owner (WROS) of the Account.

### Eligible Account Types (please select one of the following):

- Individual
- Joint Tenants

**NOTE:** *This form may not be used for any Trust Account, IRA Account, UTMA/UGMA Account, Legal Account, or Corporate/Company Account.*

### Type of Action (please select one of the following):

- New TOD Beneficiary Designation (Account to be registered in beneficiary form)
- Change of TOD Beneficiary

## 2. Instructions

### Designation of Beneficiary(ies)

The undersigned hereby designate the following person(s) as the beneficiary(ies) of the above-referenced Account and agree to all the Terms and Conditions contained in this Beneficiary Designation/Change Form.

**NOTE:** *The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to share equal percentages in the Account. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.*

If any primary or contingent beneficiary predeceases you, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my Account.

<sup>1</sup> For this type of Account the TOD Beneficiary cannot be a co-owner of the Account. Upon the death of an Account Owner, account ownership will pass to the other Account Owner(s) and the surviving Account Owner(s) will need to establish a new account and designate new beneficiary(ies)

## TRANSFER ON DEATH (TOD) BENEFICIARY DESIGNATION/CHANGE

**Primary Beneficiaries:** The person(s) or entity you choose to receive your Account upon your death. In the event that a designated primary beneficiary predeceases the Account Owner, the Account will be shared equally between the remaining primary beneficiary(ies), if any.

NAME OF BENEFICIARY OR TRUST		SOCIAL SECURITY NUMBER OR TAX ID	
ADDRESS	CITY	STATE	ZIP CODE
RELATIONSHIP	SHARE PERCENTAGE (%)	BIRTH DATE OR TRUST ESTABLISHMENT	

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**Contingent Beneficiaries:** The person(s) or entity you choose to receive your Account if the primary beneficiary(ies) pass away (or the entity dissolves) before your death. In the event that a designated contingent beneficiary predeceases the Account Owner, the Account will be shared equally between the remaining contingent beneficiary(ies), if any.

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ADDRESS	CITY	STATE	ZIP CODE
RELATIONSHIP	SHARE PERCENTAGE (%)	BIRTH DATE OR TRUST ESTABLISHMENT	

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### Spousal Waiver

If you are a married resident of a community property state (including AZ, CA, ID, LA, NV, NM, TX, WA, WI, GU, and PR), and are not naming your spouse as 100% primary beneficiary, YOU MUST COMPLETE THIS SECTION.

I am the spouse of the above-mentioned account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or properties deposited in this account and consent to the beneficiary designation indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by ETC Brokerage Services. By signing below, I consent to the terms and conditions of this Agreement.

ACCOUNT OWNER SPOUSE'S SIGNATURE	PRINT NAME	DATE
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### Terms and Conditions

By executing this Form, the Account Owner(s) request that the above-referenced Account be established and designated as a "Transfer on Death" (TOD Account and designate the above-named beneficiary(ies) as the person(s) to whom the Account assets will pass after Account Owner(s) are deceased. By signature(s) below, the Account Owner(s) represent, warrant and agree as follows:

- 1) ETC Brokerage Services ("ETC Brokerage") is not required to re-register the Account's assets in the name of any beneficiary unless a certified certificate of death or other required documentation to establish the date of death has been received by ETC Brokerage.
- 2) The Account Owner(s) are solely responsible for managing the investment of the Account, for directing the Account Owner(s)' Designated Representative (if applicable) and ensuring that the investments selected from the Account are allowable pursuant to applicable laws, rules and regulations.
- 3) ETC Brokerage is not responsible for determining the tax consequences of the decision to register assets to the beneficiary(ies) designated above.
- 4) If the Account is established under joint tenants with right of survivorship account registration, upon death of one of the Account Owners, ownership shall pass to the surviving joint Account Owner, and ETC Brokerage may open a new account for the survivor and follow the instructions of the survivor with regard to the assets, including, without limitation, instructions to (a) terminate the transfer on death registration, or (b) change the beneficiary(ies).
- 5) ETC Brokerage will not accept any changes to this form unless received in writing in a form acceptable to ETC Brokerage prior to the final Account Owner's death.
- 6) ETC Brokerage will act as custodian for the Account and will not act as trustee or fiduciary in any respect.
- 7) Account Owner(s) acknowledge that ETC Brokerage has not advised you regarding whether the Account is appropriate for you nor has it provided any legal or tax advice in connection therewith. Account Owner(s) understand and agree that the Account may have tax, estate planning and other legal consequences. ETC Brokerage recommends that Account Owner(s) obtain the advice of an attorney with regard to the Account and its impact on the Account Owner(s)' estate and tax planning.
- 8) Account Owner(s) authorize and instruct ETC Brokerage to register the assets held in the Account in the name of ETC Brokerage (or of a nominee) for the benefit of (FBO) the Account Owner TOD.
- 9) *If an Account Owner lives in a state with community or marital property statutes and does not designate his/her spouse as the sole primary beneficiary, Account Owner hereby represents and warrants that he or she has consulted with an attorney with respect to such matter.*
- 10) Account Owner(s) release ETC Brokerage from and indemnify it for any and all claims arising from ETC Brokerage's actions taken in connection with or in reliance upon this Beneficiary Designation/Change form. Account Owner(s) understand this Designation/Change of Beneficiary will be effective on the date of receipt and acceptance by ETC Brokerage and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefits under this Account shall cease. Accordingly, Account Owner(s) have the right to change this designation of beneficiary and to designate a new beneficiary at any time by completing a new Designation/Change form. If none of my beneficiaries survive me, Account Owner(s) direct that any balance in this account be paid to my estate. Account Owner(s) further understand that ETC Brokerage cannot give me legal advice and Account Owner(s) agree to consult with my own attorney and/or tax professional for advice.
- 11) This form and the Custodial Account Agreement are governed by the laws of the State of Ohio. Account Owner(s) consent to the jurisdiction of and venue within Lorain County, Ohio with regard to any dispute arising out of or relating to the Account, this form, the Custodial Account Agreement of the Account Owner, the transfer on death registration of the Account or any action taken in reliance hereon.
- 12) This form is subject to receipt and acceptance by ETC Brokerage.



## TRANSFER ON DEATH (TOD) BENEFICIARY DESIGNATION/CHANGE

### 3. Sign and Date

ACCOUNT OWNER'S SIGNATURE	PRINT NAME	DATE
JOINT ACCOUNT OWNER'S SIGNATURE (if applicable)	PRINT NAME (if applicable)	DATE

Receipt and Acceptance is hereby acknowledged: ETC BROKERAGE SERVICES

BY	DATE
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