

## INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

Use this form to add beneficiaries to your taxable Brokerage account. Do not use this form to add beneficiaries to your retirement account. Questions? Please call 800-842-2252, weekdays, 8 a.m.-7 p.m. (ET).

#### **AUTHORIZATION AND AGREEMENT (PLEASE RETAIN FOR YOUR RECORDS)**

I authorize TIAA-CREF Individual & Institutional Services, LLC ("Broker"), through its clearing firm Pershing LLC ("Pershing"), to open a transfer on death account according to the terms and conditions set forth herein. This Agreement neither supersedes nor affects any other agreement(s) executed by me for my account, and I agree that I continue to be bound by any such agreements.

- 1. 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.
- 2. Upon receipt of notice of my death, as defined hereunder, Broker and/or Pershing shall, without requiring any further instruction from any other person or entity, transfer all money, securities, and other property from my account to separate new account(s) opened for the person ("Beneficiary") or persons ("Beneficiaries") named in Step 2 below or, if permitted by applicable law, Contingent Beneficiary or Contingent Beneficiaries named in Step 3 below, subject to the terms and conditions set forth herein. In keeping therewith, the terms Beneficiary and Beneficiaries shall include Contingent Beneficiary and Contingent Beneficiaries, if applicable. If more than one Beneficiary is named and no percentages are indicated, payment shall be made in equal shares to the Beneficiaries or, in the event of the death of a Beneficiary, the respective Contingent Beneficiary(ies) that survive me. Any such transfer of money, securities and other property from my account is subject to any and all existing liens, pledges, mortgages, securities account control agreements or equivalents or other security interests granted against the money, securities and other property to Pershing, my broker/dealer or other third party. Any such liens, etc. must be satisfied prior to transfer to a Beneficiary unless otherwise agreed to by Pershing.
- 3. In the event that any Beneficiary is a minor in the relevant jurisdiction at the time of receipt of notice of my death and Broker or Pershing is 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. Broker and Pershing 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 the respective entity receives a copy, sent by mail, fax, or other acceptable means, of the required documentation. In the case of my death, Pershing and Broker must receive a copy of the death certificate and any other documentation required to complete the distribution of the proceeds of my account. In the event of any changes in Beneficiary, Pershing and Broker must receive a new Transfer on Death Account Agreement executed by the account holder. Neither Pershing nor Broker is obligated to accept change(s) and/or revocation of beneficiary designation by the account owner by the provisions of a will or a codicil to a will.
- 5. During my lifetime, the securities in my account are to be registered and held in the name of Pershing LLC or other street or nominee name. However, if necessary to facilitate delivery or transfer of the securities, Pershing and/or Broker have the right at any time, and without further authorization, to register the securities held in my account in my name, otherwise in accordance with transfer agent requirements, without the names of any of the Beneficiaries therein. I understand that such right is necessary as not all issuers, states, transfer agents, or financial organizations recognize transfer on death registration.
- 6. If any of the Beneficiaries should predecease me, then my account will pass only to the surviving Beneficiary or Beneficiaries. Contingent beneficiaries will be paid only if all primary beneficiaries (and their heirs if per stirpes is selected) do not survive the participant. I understand that Pershing LLC will use the "per capita" method of beneficiary designation, in which a particular beneficiary's rights end with the death of that Beneficiary and Contingent Beneficiary unless I have designated "per stirpes" as the distribution method. A predeceased Beneficiary's or Contingent Beneficiary's estate shall have no claim to or interest in my account. If no Beneficiary survives me, then the proceeds of my account shall pass to my estate. If I choose per stirpes, and the Beneficiary and Contingent Beneficiary predecease me, the portion of the account designated for the deceased Beneficiary shall pass to his or her heirs in equal parts.





## INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

- 7. In the event that any securities or other property in my account, for any reason, be partitioned and transferred to any of the Beneficiaries equally, Pershing shall, to the extent necessary, liquidate securities or other property and transfer the proceeds of that sale equally among the Beneficiaries.
- 8. If any Beneficiary hereunder is or becomes married to me, then the dissolution of our marriage shall have no effect on the designation of Beneficiary unless and until Pershing or Broker receives notice to the contrary by receipt of a new Transfer on Death Account Agreement. Neither Pershing nor Broker shall be obligated to change a beneficiary designation by the provisions of a Divorce Agreement, except where ordered by a court of competent jurisdiction.
- 9. In the event that, upon my death, my account reflects a debit balance, Pershing or Broker 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.
- 10. Pershing and Broker 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 money, securities, or other property in the Survivor Account.
- 11. In connection with Pershing and Broker acting in compliance with this Agreement, or any document Pershing or Broker reasonably believe amends this Agreement, I and my estate agree to indemnify and hold Pershing, Broker and their respective affiliates, directors, officers, agents, and employees, and their heirs, executors, administrators, successors, and assigns, harmless against any loss, claim, suit, damage or expense (including reasonable attorney's fees), including but not limited to: the Beneficiary or Beneficiaries and/or my heirs, successors, spouse(s), and offspring from 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; any conflicting designation of Beneficiary or Contingent Beneficiaries made in my will or codicil of my will, revocable living trust, or any other document signed by me.
- 12. Neither Pershing nor Broker has an 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 FINRA Rule(s) 2090, 2111 or the 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 applicable probate, estate and transfer on death laws of any state where transfer takes place; or determine which state's law is applicable.
- 13. Not all states recognize transfer on death registration, and I acknowledge that neither Pershing nor Broker makes any representation as to the validity of this registration as a means of transferring on death in my case. I also acknowledge that I am not relying upon Pershing or Broker for any assurance of the validity of the Transfer on Death registration and will consult with my own attorney or advisor with respect to its appropriateness for me. If I live in a state which does not recognize Transfer on Death registration, the assets in the account shall be transferred in accordance with the laws of the state of New Jersey. If I am a non-U.S. individual establishing this account, I acknowledge and agree that neither Pershing nor Broker are responsible for compliance with the laws of succession or forced heirship, if any, in my country or domicile and the assets in this account shall be transferred in accordance with the laws of the state of New Jersey. I acknowledge and understand that this account may be subject to the U.S. Nonresident Alien Estate Tax and agree that neither Pershing nor Broker are responsible for my compliance with U.S. tax laws.

#### 14. ARBITRATION 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 ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.





INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- 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.

#### 15. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN PERSHING OR BROKER AND ME SHALL BE SUBMITTED TO ARBITRATION BEFORE ANY NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE FINANCIAL INDUSTRY REGULATORY AUTHORITY.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH REPSECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) 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.

THE LAWS OF THE STATE OF NEW YORK GOVERN.

THE BROKERAGE AGREEMENT IS GOVERNED BY A PREDISPUTE ARBITRATION CLAUSE, WHICH APPEARS ON PAGES 2 AND 3, PARAGRAPH 13 OF THE BROKERAGE AGREEMENT.





## INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

Page 1 of 4

STEP 1: BROKERAGE ACCOUNT INFORMATION (REQUIRED)				
Brokerage Account Number				
(leave blank if new account)	Brokerage Account Owner's Name			

#### STEP 2: CHOOSE YOUR PRIMARY BENEFICIARY(IES)

#### Important Information:

Complete as much information as possible for each beneficiary. Name and date of birth are required fields, but the more information provided, the more accurately and timely distributions can be made. Each beneficiary section (Primary and Contingent) needs to equal 100%. If percentages are not provided the account will be split evenly among the beneficiaries with rounded values assigned to the first named primary beneficiary.

Contingent beneficiaries are only used if all primary beneficiaries and their heirs if per stirpes is selected predecease the account owner(s).

You may add as many beneficiaries as you like, but please be aware we are only able to display up to 10 primary and 10 contingent beneficiaries online or on statements and beneficiary type may not be reflected. All final settlements use the last received and processed document(s) as instruction to ensure all beneficiaries are notified.

If more primary or contingent beneficiaries are needed, you may submit another document or spreadsheet containing the necessary information. Any extra or copied pages must include account number and be signed and dated separately. All pages of the form must be submitted, including any blank pages.

#### Primary Beneficiary(ies) Percentage 1. Name (First, Middle, Last Name/Trust Title) % Date of Birth/ Social Security Number/ Taxpayer Identification Number Date of Trust (mm/dd/yyyy) Per Stirpes (lineal heirs) Mailing Address City State Zip Code **Email Address** Phone Number Phone Number Type **Business** Mobile Home 2. Name (First, Middle, Last Name/Trust Title) Percentage % Social Security Number/ Date of Birth/ Date of Trust (mm/dd/yyyy) Taxpayer Identification Number Per Stirpes (lineal heirs) Mailing Address City Zip Code State Phone Number Phone Number Type **Email Address** Mobile Home **Business**







# INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

Page 2 of 4

3.	Name (First, Middle, Last Name/Trust Title)					Percentage %
	Date of Birth/ Date of Trust (mm/dd/yyyy)	Social Security Number/ Taxpayer Identification N		Per Stirpes (lineal hei	rs)	
	Mailing Address		City		State	Zip Code
	Phone Number Phone Numb  Mobile	per Type Home Business	Email Addre	SS		
4. Name (First, Middle, Last Name/Trust Title)						Percentage %
	Date of Birth/ Date of Trust (mm/dd/yyyy)	Social Security Number/ Taxpayer Identification N		Per Stirpes (lineal hei	rs)	
	Mailing Address		City		State	Zip Code
	Phone Number Phone Numb  Mobile	per Type Home Business	Email Addre	SS		
Tel	TEP 3: CHOOSE YOUR CONTINGE  I us who should receive your account balan  All primary beneficiary(ies) predecease you  The lineal descendants of the primary benefic  You have more than one contingent benefic  recentages. The percentages for all contingent	nce ONLY if the following on, and eficiary(ies) predecease y iary, benefits will be divid	occurs: ou, if that option ed equally amon		s unless yo	ou specify
	ntingent Beneficiary(ies) Name (First, Middle, Last Name/Trust Title)					Percentage
	Date of Birth/ Social Security Number/ Date of Trust (mm/dd/yyyy) Taxpayer Identification Number  Per Stirpes (lineal heirs)					<u></u> %
	Mailing Address		City		State	Zip Code
Phone Number Type Email Address  Mobile Home Business						





# INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

Page 3 of 4

2.	Name (First, Middle, Last Name/Tru	ist Title)			Percentage %
	Date of Birth/ Date of Trust (mm/dd/yyyy)	Social Security N Taxpayer Identific	Number/ cation Number Per Stirpes (lin	neal heirs)	
	Mailing Address		City	State	Zip Code
	Phone Number	Phone Number Type  Mobile Home B	Email Address Business		
3. Name (First, Middle, Last Name/Trust Title) Percenta					Percentage %
	Date of Birth/ Date of Trust (mm/dd/yyyy)	Social Security N Taxpayer Identific	Number/ cation Number Per Stirpes (lin	neal heirs)	
	Mailing Address		City	State	Zip Code
	Phone Number	Phone Number Type  Mobile Home B	Email Address Business		
4. Name (First, Middle, Last Name/Trust Title)				Percentage %	
	Date of Birth/ Date of Trust (mm/dd/yyyy)  Social Security Number/ Taxpayer Identification Number  Per Stirpes (lineal heirs)				
	Mailing Address		City	State	Zip Code
	Phone Number	Phone Number Type  Mobile Home B	Email Address Business		

**Note:** If you need to add additional beneficiaries, you may make additional copies of the applicable sections of this form or submit your own letter. Please be sure to include all the information in the format shown above. Each additional page must contain your account number, signature, and date. Ensure that you are labeling each beneficiary as primary or contingent.





# INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT

Page 4 of 4

#### STEP 4: SPOUSAL CONSENT (REQUIRED)

STEP 4: SPOUSAL CONSENT (	REQUIRED)	
	tes: AZ, CA, ID, LA, NV, NM, TX, WA, or WI, AND you married, you may continue to the next step.	ou are married, you must complete this section. If you
The sole, primary beneficiary for thi	s account is my spouse. (Continue to Step 5)	
A primary beneficiary is someone o	ther than my spouse. (The spouse of the accou	unt holder must sign below.)
	int Owner) hereby consent to any designation o o the assets in this account after the death of t	of Beneficiary(ies) made above and I waive any the Account Owner.
Spouse Signature	Spouse Printed Name	Today's Date (mm/dd/yyyy)
STEP 5: ACCOUNT OWNER SIG	NATURE (REQUIRED)	
Death account and understands that the and any other applicable written agreem	e beneficiary designation is governed by the Tra nents including the predispute arbitration claus	on behalf of TIAA Brokerage establish a Transfer on ansfer on Death agreement, client account agreement, se. The Account Owner below designates the listed e bound to the Terms and Conditions set forth within.
This form must be signed by the Accoun	t Owner and cannot by signed by a Power of At	ttorney (POA).
Account Owner's Signature		Today's Date (mm/dd/yyyy)
		/ 20
OPTIONS TO RETURN COMPLE	ETED FORM(S)	
Please return all numbered pages, inclu	ding any pages you didn't need to complete.	
<b>OPTION 1: Digitally sign and submit you</b> If you received a digital form, complete		
OPTION 2: Use the TIAA mobile app to the TIAA mobile app? Get it today in the		t's as simple as taking a picture. Haven't downloaded
Tap the <b>Profile</b> icon in the lower-right co	rner of your screen, then tap <b>Upload files</b> and f	follow the step-by-step instructions.
OPTION 3: Use your personal computer	to quickly upload your completed document(s	s).
Go to tiaa.org/upload, select Upload fil	es, and follow the step-by-step instructions.	
OPTION 4: If you prefer to fax or mail yo	our completed documents, use the information	provided below.

8500 Andrew Carnegie Blvd. Charlotte, NC 28262

**OVERNIGHT DELIVERY:** 



800-914-8922 (within U.S.)

FAX:

STANDARD MAIL:

Charlotte, NC 28201-1280

P.O. Box 1280

TIAA