Joint Transfer on Death Account Agreement

NOT FOR USE BY RESIDENTS OF LOUISIANA.

STEP 1. ACCOUNT INFORMATION

Account Title	Account Number

STEP 2. AUTHORIZATION AND AGREEMENT

We, the undersigned, authorize Pershing LLC ("BNY Pershing"), as clearing agent for _____, our broker-dealer, to open a Transfer on Death account according to the terms and conditions set forth herein. This Agreement does not supersede or in any way affect any other agreements including, but not limited to, a Joint Tenant Agreement executed by us for our account, and we agree that we continue to be bound by any such agreements.

1. During our lifetime, we shall retain full ownership as joint tenants with rights of survivorship of the securities held in our account. Either one of us may give instructions to transfer, purchase, or sell securities, money, or other property for our account.

2. Upon the death of one of us, the securities, money, or other property in the account shall pass to an account held for the surviving joint tenants in his or her individual capacity, ("the Survivor Account"). Unless notified otherwise via the execution of a new Transfer on Death Account Agreement, the Beneficiary or Beneficiaries shall remain the same after the death of the first joint tenant. Upon receipt of notice as defined hereunder of the surviving joint tenant's death, BNY Pershing shall, without requiring any further instruction from any other person or entity, transfer all money, securities, and other property from the Survivor Account to separate new account(s) opened for the person ("Beneficiary") or persons ("Beneficiaries") named in Beneficiaries below or, if permitted by applicable law, the Contingent Beneficiary or Contingent Beneficiaries named in Beneficiaries 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 each Beneficiary or, in the event of death of a Beneficiary, the Contingent Beneficiar(ies) that survive(s) the surviving joint tenant. Any such transfer of money, securities and other property from our 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 BNY Pershing, our broker dealer, or other third party. Any such liens, etc. must be satisfied prior to transfer to a Beneficiary unless otherwise agreed to by BNY Pershing.

3. If any Beneficiary is a minor in the relevant jurisdiction at the time of BNY Pershing's receipt of notice of the death of the surviving joint tenant, and BNY Pershing is notified of such fact, that Beneficiary's shares shall be transferred to a custodial account or other fiduciary or guardianship account for his or her benefit upon receipt of appropriate documentation.

4. BNY Pershing shall be considered to be on notice of the death of any of the joint tenants, any changes in Beneficiary, or other information regarding our account on the date on which it receives a copy, sent by mail, fax, or other acceptable means, of the required documentation. In the case of the death of the surviving joint tenant, BNY Pershing must receive a copy of the death certificate and any other documentation required to complete the distribution of the proceeds of the Survivor Account. In the event of any changes in Beneficiary, BNY Pershing must receive a new Transfer on Death Account Agreement executed by the surviving account holder. BNY Pershing is not 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 our lifetime, the securities in our account and the Survivor Account are to be registered and held in the name of Pershing LLC or other street or nominee name. If necessary to facilitate delivery or transfer of the securities, however, BNY Pershing has the right at any time, and without further authorization, to register the securities held in our account in our name as joint tenants and/or the Survivor Account in individual name, or otherwise in accordance with transfer agent requirements, without the names of any of the Beneficiaries thereon. We 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 the surviving joint tenant, then the Survivor Account will pass 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. We 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 we 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 the Survivor Account. If no Beneficiary survives the surviving joint tenant, then the proceeds of the Survivor Account shall pass to the surviving joint tenant's estate. If we choose per stirpes, and the Beneficiary and Contingent Beneficiary predecease us, the portion of the account designated for the deceased Beneficiary shall pass to his or her heirs in equal parts.

7. If any securities or other property in the Survivor Account cannot, for any reason, be partitioned and transferred to any of the Beneficiaries equally, BNY 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 is or becomes the spouse of either joint tenant, then the dissolution of that marriage shall have no effect on the designation of Beneficiary unless and until BNY Pershing receives notice to the contrary through the receipt of a new Transfer on Death Account Agreement. BNY Pershing shall not be obligated to change a beneficiary designation by

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the provisions of a Divorce Agreement, except where ordered by a court of competent jurisdiction.

9. If, upon the death of the surviving joint tenant the Survivor Account or any other of the undersigneds' accounts held at BNY Pershing reflect a debit balance, BNY Pershing may use its discretion to liquidate any securities in this or any of undersigneds' accounts required to satisfy that debit prior to distribution of any money, securities or other property to the Beneficiary or Beneficiaries.

10. Prior to any distribution of the money, securities, or other property in the Survivor Account, BNY Pershing shall have the right to require a Beneficiary, or the legal representative of a Beneficiary, to execute additional documents, including but not limited to a Margin Agreement or LoanAdvance Lending Agreement.

11. In connection with BNY Pershing's acting in compliance with this Agreement or LoanAdvance Lending Agreement, or any document BNY Pershing reasonably believes amends this Agreement, we and our estates hereby agree to indemnify and hold BNY Pershing, its 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 our heirs, successors, spouse(s), and offspring from any actions taken in opening and maintaining our account or the Survivor Account, registering the securities or other property, or making the distributions upon receipt of notice of the death of the surviving joint tenant;
    - any conflicting designation of Beneficiaries or Contingent Beneficiaries made in the Will of the surviving joint tenant or codicil of such Will, revocable living trust, or any other document signed by the surviving joint tenant.

12. BNY Pershing has no obligation to: (i) locate Beneficiaries; (ii) question or investigate the circumstances of my death as it is reported to them; (iii) determine the age or any other facts about a Beneficiary as per FINRA Rule(s) 2090, 2111 or any other applicable "Know Your Customer" rule; (iv) appoint a custodian or guardian for any minor Beneficiary; (v) locate or notify any spouse(s), children, or other heirs of mine upon my death; (vi) verify the legality of any distribution under the applicable probate, estate and transfer on death laws of any state where transfer takes place; or (vii) determine which state's law is applicable.
13. We understand that if we choose per stirpes we will name a Responsible Individual to give instructions to BNY Pershing regarding the disbursement of the account assets. BNY Pershing shall be entitled to rely on the instructions given by the Responsible Individual. BNY Pershing shall not be liable for any payment made at the direction of this individual. If we do not name a Responsible Individual or the individual we name is unwilling or unable to advise BNY Pershing on questions regarding the per stirpes distribution, then we understand that BNY Pershing will rely on instructions from the executor of our estate regarding any per stirpes.

14. Because not all states may recognize a Transfer on Death registration, we acknowledge that BNY Pershing is not making any representation as to the validity of this registration as a means of transferring on death in our case. We also acknowledge that we are not relying upon BNY Pershing for any assurance as to the validity of the Transfer on Death registration and that we will consult with our own attorney or advisor with respect to its appropriateness for us. If we live in a state that 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 we are non-U.S. individuals establishing this account, we acknowledge and agree that neither BNY Pershing nor our broker-dealer is responsible for compliance with the laws of succession or forced heirship, if any, in our country or domicile and that the assets in this account shall be transferred in accordance with the laws of the State of New Jersey. We acknowledge and understand that this account may be subject to the U.S. Non-Resident Alien Estate tax and agree that neither BNY Pershing nor our broker-dealer is responsible for our compliance with U.S. tax laws.

15. 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.**
- **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.**

16. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN ME AND MY BROKER DEALER OR BNY PERSHING SHALL BE SUBMITTED TO ARBITRATION BEFORE 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

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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 RESPECT 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.

STEP 3. BENEFICIARIES

Primary Beneficiary 1 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 2 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 3 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 4 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

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Primary Beneficiary 5 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 6 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 7 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Primary Beneficiary 8 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiaries

The total allocation of all contingent beneficiaries must equal 100%.

Contingent beneficiaries will be paid only if all primary beneficiaries (and their heirs if per stirpes is selected) do not survive the participant.

Contingent Beneficiary 1 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

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Contingent Beneficiary 2 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiary 3 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiary 4 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiary 5 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiary 6 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

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Contingent Beneficiary 7 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

Contingent Beneficiary 8 Name			
Percentage	Gender (if applicable) ☐ M ☐ F	Date of Birth or Date of Trust	Social Security or Tax ID Number
Relationship			☐ Per Stirpes
Address			Telephone
Email Address			

STEP 4. RESPONSIBLE INDIVIDUAL

If your beneficiary designation is per stirpes, you understand that if your beneficiary(ies) dies before you, the beneficiary's share of the account will pass to his or her respective heirs. In the field below, please provide the name of the individual responsible for advising Pershing LLC on any questions relating to per stirpes.

Responsible Individual

You understand that the per stirpes instructions given to Pershing LLC by the responsible individual named above shall be binding on all beneficiaries of this account and of your estate and may be relied on by Pershing LLC. Pershing LLC shall not be liable for any payment made at the direction of this individual. If you do not name a responsible individual or the individual you named is unwilling or unable to advise BNY Pershing on questions regarding per stirpes, then you understand that BNY Pershing will rely on instructions from the executor of your estate regarding any per stirpes designation.

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STEP 5. SPOUSAL CONSENT

Primary Account Owner

Are you married, residing in a community property or marital property state, including: AK, AZ, CA, ID, NV, NM, TX, WA, WI, and your spouse is not a joint tenant/owner on this account?

☐ Yes ☐ No If you have checked "Yes", your spouse must sign this form. If you have checked "NO", please skip to Signature.

By signing below, I (spouse of the Account Owner) hereby consent to any designation of Beneficiary(ies) made above and I waive any community and marital property rights to the assets in this account after the death of the Account Owner.

Spouse Printed Name	Date
Signature X	

Additional Account Owner

Are you married, residing in a community property or marital property state, including: AK, AZ, CA, ID, NV, NM, TX, WA, WI, and your spouse is not a joint tenant/owner on this account?

☐ Yes ☐ No If you have checked "Yes", your spouse must sign this form. If you have checked "NO", please skip to Signature.

By signing below, I (spouse of the Account Owner) hereby consent to any designation of Beneficiary(ies) made above and I waive any community and marital property rights to the assets in this account after the death of the Account Owner and/or Joint Tenant(s).

Spouse Printed Name	Date
Signature X	

STEP 6. SIGNATURE

Each of the signatories below agrees to the terms set forth in this Joint Transfer on Death Account Agreement, including the predispute arbitration clause located in paragraphs 15 and 16 of the Authorization and Agreement on Page 2 and 3 of this agreement.

Account Owner's Signature 1

Print Name	Date
Signature X	

Account Owner's Signature 2

Print Name	Date
Signature X	

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