

Transfer on death agreement

Section 1 Terms of Agreement

Establishment of TOD Feature

Execution by the Account Owner and Acceptance by Edward Jones of this Transfer on Death Agreement (“Agreement”) shall establish a Transfer on Death feature (“TOD”) on the specified account of the Account Owner (the “Account”). The Account Owner(s) may designate Beneficiary(ies) to receive assets equally or per an indicated percentage allocation. A percentage allocation may be made to two decimal places (e.g., 12.55%). At the death of the Account Owner or, in the case of a joint account held with a right of survivorship (as described below), the death of the last surviving Account Owner, any interest of the Account Owner shall be transferred to an Edward Jones account for each Beneficiary entitled to such transfer pursuant to the designation made by the Account Owner in the Transfer on Death Beneficiary Acknowledgment Form and Edward Jones Beneficiary Designation Form (“Beneficiary Form”). To the extent possible, Edward Jones shall transfer the eligible assets to the Beneficiaries entitled to receive said assets in-kind.

All references herein to “transfer” shall mean the transfer of assets to an account established with Edward Jones that is owned by the Beneficiary. Allocations indicated on the Beneficiary Form shall be applied on a per-asset basis. The establishment of TOD by the Account Owner does not change or modify any Beneficiary’s responsibility for the payment of debts or taxes attributable to the Account Owner, if any.

Joint Ownership and TOD

If the Account is owned jointly with a right of survivorship (i.e., joint with rights of survivorship, tenancy by the entirety, survivorship marital [available only in Wisconsin] or community property with rights of survivorship), no Beneficiary shall become entitled to the assets held in the Account pursuant to the TOD until the death of or disclaimer by the last surviving Account Owner.

If the Account is held jointly as tenants in common, marital property (available only in Wisconsin) or community property, each Account Owner may apply a TOD designation to said Account Owner’s respective portion of the Account. In all cases, Edward Jones will presume that the assets held in an Account as tenants in common, community property or marital property are owned equally (i.e., in the same percentage and amount) by Account Owners, unless the Account Owners have indicated otherwise in a writing acceptable to Edward Jones.

Spousal Consent

If all conditions (a) through (c) below are met at the time of the Account Owner’s death, the TOD features shall be void unless a Spousal Consent Form is received by Edward Jones and is not revoked prior to the time of the Account Owner’s death. Edward Jones must have a Spousal Consent on file even if an Account Owner marries and/or moves to a community property jurisdiction after the execution of the Agreement, which results in

conditions (a) through (c) being met at the time of the Account Owner’s death.

- (a) The Account Owner has a surviving spouse; and
- (b) The Account Owner and the surviving spouse resided in one or more community property jurisdiction; and
- (c) The surviving spouse is not the sole joint owner of the Account with a right of survivorship with the Account Owner, or is not the sole designated primary Beneficiary of the TOD feature on the Account.

For purposes of this Agreement, the term “community property jurisdiction” shall mean the following states and territories/ protectorates of the United States of America (“U.S.”): Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin, Alaska (if the Account Owner and his/her spouse elect to treat marital assets as community property), Puerto Rico and Guam.

Any Spousal Consent may be revoked by the Account Owner’s Spouse by signing and delivering to Edward Jones a Revocation of Spousal Consent Form provided by Edward Jones. In order for the revocation to be effective, it must be delivered to Edward Jones prior to the death of the Account Owner.

Acceptance of This Agreement

In order for the Agreement to be effective, Edward Jones must receive and accept at its headquarters in St. Louis, Missouri, a Beneficiary Form that is executed by the Account Owner, or all Account Owners in the case of a joint account held with a right of survivorship. Once Edward Jones accepts the Beneficiary Form, the Agreement shall be deemed effective as of the date of execution of the Beneficiary Form by the Account Owner(s) (the “effective date”). The death of the Account Owner between the date that the Beneficiary Form is delivered or mailed to an Edward Jones branch office and the date it is accepted by Edward Jones at its home office in St. Louis, Missouri, shall not impact the validity of the Agreement or the effective date.

Assets Eligible for TOD

Only assets held in the name of Edward Jones as nominee (“eligible assets”) that are included in the holdings of the Account are eligible to be transferred pursuant to the terms of this Agreement. **TOD does not apply to the following assets, which are NOT eligible to be transferred pursuant to the terms of this Agreement: any limited partnership interest not held in the name of Edward Jones as nominee (except for exchange-traded partnerships); gold and silver (or other precious metals); commodities; variable annuities; fixed annuities; and mutual funds not held at Edward Jones (including linked mutual funds).**

Fees for TOD

The fee due to Edward Jones under this Agreement is \$300. Said

fee is due at the time of the filing of a Request for Execution of Non-probate Transfer Form by any designated Beneficiary, a fiduciary of a designated beneficiary, or a personal representative of the Account Owner's probate estate. Edward Jones is authorized to deduct the amount of the fees due from assets held in the Account subject to this Agreement before making distributions to the Beneficiaries.

Section 2 Beneficiaries

The terms Beneficiary and Beneficiaries as used in this Agreement include Primary Beneficiaries and Contingent Beneficiaries.

Primary Beneficiaries

Upon the Account Owner's death, the eligible assets in the Account shall be transferred to the person(s) designated by the Account Owner as Primary Beneficiaries on the Beneficiary Form according to the allocation specified.

Contingent Beneficiaries

In the event any designated Primary Beneficiary does not survive the Account Owner, then that Primary Beneficiary's allocated portion of the eligible assets in the Account shall pass to the corresponding Contingent Beneficiary(ies) listed on the Beneficiary Form in the proportion(s) specified in such form.

Miscellaneous Beneficiary Information

A Beneficiary designated on the Beneficiary Form under the terms of this Agreement must be a citizen of the United States of America or Canada, or a lawful resident of the U.S.

Account Owner must indicate a tax identification number issued by the appropriate tax authority (in the United States of America or Canada) for each Beneficiary designated on the Beneficiary Form in order for the designation to be valid, except when a tax identification number has not been issued for a Beneficiary at the time the Account Owner executes the Beneficiary Form (e.g., when a newborn child who has not yet been issued a Social Security Number is designated as a Beneficiary; or when the Account Owner's living trust is using the Account Owner's Social Security Number for income tax reporting during the lifetime of the Account Owner).

If numeric percentages indicated for Primary Beneficiaries do not equal 100% of the eligible assets in the Account or if the percentages indicated do not equal 100% of the portion designated to the Primary Beneficiary for which the Contingent Beneficiary(ies) is/are designated, as the case may be, the assets not apportioned shall be transferred to Beneficiaries otherwise entitled to distributions of the Account pro rata based on their proportional percentage interests.

Lineal Descendants per Stirpes is not a valid method of designating Beneficiaries under this Agreement.

Survivorship Requirement

An individual Beneficiary designated on a Beneficiary Form under the terms of this Agreement shall not be entitled to a transfer unless the Beneficiary survives the Account Owner by 120 hours. If the Beneficiary does not survive the Account Owner

by 120 hours, then he or she will be treated as if the Beneficiary did not survive the Account Owner.

Section 3 Transferring Assets

Claiming Assets

Edward Jones shall be entitled to receive and rely upon information provided in a Request for Execution of a Non-probate Transfer Form submitted by any Beneficiary, fiduciary of a Beneficiary, or personal representative of an Account Owner's probate estate when transferring assets under the terms of this Agreement. Edward Jones shall not be held liable to any Account Owner, Beneficiary or third party for making a transfer under the terms of this Agreement based upon the information contained in any Request for Execution of Non-probate Transfer Form. In addition, Edward Jones shall be entitled to receive a certified death certificate for the deceased Account Owner and any deceased Beneficiary, an inheritance tax waiver (for states that require a waiver or consent to transfer) and such additional documentation as Edward Jones may in its sole discretion deem appropriate before making such transfer.

If Beneficiaries elect to redeem debt securities at face value under an estate feature, Edward Jones will require all applicable legal or estate documents, as it may deem appropriate, and all Beneficiaries entitled to a transfer will be required to sign all documents necessary to effectuate the estate feature.

Payment of Debts

Edward Jones shall not be responsible for the payment of any debts of the Account Owner. Edward Jones shall not be responsible for the payment of any taxes or other amounts owned by the Account Owner or by the estate of the Account Owner or any Beneficiary.

Authority to Divide

Upon the death of the Account Owner, Edward Jones may sell any assets that cannot be divided into negotiable amounts in accordance with the percentage allocations in the Beneficiary Form. Edward Jones may divide fractional shares in any manner it deems appropriate in its sole discretion and distribute such shares or proceeds of the sale of such shares to each Beneficiary entitled to receive said shares.

Edward Jones shall have no liability to any Beneficiary for any loss of or fluctuation in the value of the assets held in the Account in which fluctuation or loss may occur after the death of the Account Owner and before transfer of assets to Beneficiaries. Edward Jones shall, in its sole discretion, determine reasonable methods for transferring or otherwise administering assets, payments or dividends received into the Account after the death of the Account Owner.

Account Owner's Probate Estate

If no Beneficiary survives the Account Owner, the probate estate of the Account Owner shall be the successor in interest of the Account assets or the portion of the Account assets owned by the Account Owner at the time of the Account Owner's death.

One-year Limit

If a Beneficiary does not claim such Beneficiary's share under the terms of the Agreement within one year of the Account Owner's date of death, Edward Jones shall treat the Beneficiary as if the Beneficiary did not survive the Account Owner.

Transfer to Minor Beneficiary

If an Account Owner designates a minor child without indicating a custodian as a Beneficiary, Edward Jones may transfer eligible assets to a custodian for the minor child under the Missouri Transfers to Minors Law or under the Uniform Transfer to Minors Act or similar statute of any state, or a court-appointed conservator or guardian for the minor child. If within 90 days after the death of the Account Owner there is no natural parent, custodian, conservator or guardian available to accept a transfer on behalf of the minor child, Edward Jones may transfer assets to the minor child directly, and Edward Jones shall have no further obligations or responsibilities under this Agreement.

Transfer to Incapacitated Beneficiary

If any designated Beneficiary is an incapacitated adult at the time of the Account Owner's death, Edward Jones may transfer assets to an agent under a durable power of attorney for the incapacitated adult, or a court-appointed conservator or guardian for the incapacitated adult. If within 90 days after the death of the Account Owner there is no agent, conservator or guardian available for the incapacitated adult, Edward Jones may transfer assets to the incapacitated adult directly, and Edward Jones shall have no further obligations or responsibilities under this Agreement.

Transfer of TOD to an Account for Surviving Account Owner(s) upon an Account Owner's Death

If there are one or more surviving Account Owner(s) of an Account held in joint registration with a right of survivorship and said surviving Account Owner(s) remove the deceased Account Owner's name from the Account registration, the TOD feature shall remain in full force and effect on the Account until the death of the last surviving Account Owner. However, surviving Account Owner(s) may revoke the TOD feature by delivering a properly executed Letter of Revocation Form to Edward Jones.

If there are one or more surviving Account Owner(s) of an Account held in joint registration with a right of survivorship and said surviving Account Owner(s) transfer the Account assets to another Edward Jones account registered solely to said surviving Account Owner(s), then the TOD feature shall transfer with said assets to the receiving account for said surviving Account Owner(s). However, surviving Account Owner(s) may revoke the TOD feature by delivering a properly executed Letter of Revocation Form to Edward Jones.

Section 4 Additional Provisions

Laws and Rules Governing This Agreement

The validity and effect of this Agreement shall be governed by the law of the State of Missouri and specifically the Non-probate Transfer Law of Missouri.

This Agreement shall not be valid and shall be of no effect in the State of Louisiana. If an Account Owner applies the TOD feature to his or her Edward Jones account under this Agreement while a resident of a state other than Louisiana and later becomes a resident of the State of Louisiana, then this Agreement shall be void at such time as the Account Owner becomes a resident of the State of Louisiana.

The TOD feature under this Agreement is available only to Account Owners who are citizens of or residents of the United States of America.

The Beneficiary Form for this Agreement may be executed in any number of counterparts.

Effect of This Agreement: Revocation

This Agreement revokes any prior agreement relating to the same subject matter with respect to the assets held in the Account. The Account Owner may revoke and/or change this Agreement any time prior to the Account Owner's death by filing with Edward Jones a new Agreement or a Letter of Revocation Form to Edward Jones.

Effect of Divorce on Beneficiary Designation

A dissolution of marriage automatically revokes a designation of a former spouse of the Account Owner as a Beneficiary of the Account under this Agreement. If the Account Owner dies prior to changing the designation of such former spouse as a Beneficiary, the former spouse will be treated as if he/she predeceased the Account Owner.

Rights and Duties Concerning Beneficiaries

Edward Jones shall have no duty to locate Beneficiaries, to determine the marital status of any Account Owner at any time or to determine any other fact that may affect a transfer under this Agreement. In the event Edward Jones cannot determine the persons entitled to transfers under this Agreement, or in the event that prior to making a transfer a dispute arises between any persons as to the proper transfer, or if any creditors of the Account Owner or any other person shall make any claim upon the assets of the Account, Edward Jones shall be entitled to require all such persons to enter into an adjudication (through arbitration or any other manner acceptable to Edward Jones) to determine their respective rights in the assets of the Account. Alternatively, Edward Jones may require Beneficiaries to provide an indemnity bond prior to making any transfer.

Indemnification Clause

The Account Owner and his or her executor(s), personal representative(s), heirs, beneficiaries, legal representatives, successors, and assigns agree to indemnify, defend and hold harmless Edward Jones and its affiliates and their respective general partners, directors, officers, employees, legal representatives, successors and assigns (each of whom is sometime referred to herein as the indemnified party) against and from any and all damages, losses, liabilities, obligations, penalties, claims, judgments or expenses of every kind and nature whatsoever that may be at any time incurred by or assessed against any indemni-

fied party arising from, in connection with or in any way directly or indirectly relating to or involving this Agreement.

Unilateral Revision

Edward Jones may amend this Agreement prospectively for any reason, or retroactively if necessary to comply with changes to Missouri law. Within a reasonable time after such amendment, Edward Jones shall notify the Account Owner of such amendment. Any amendment is binding on the Account Owner, as if such amendment is included in this Agreement. If the Account Owner does not agree to any amendment, the Account Owner must notify Edward Jones in writing no later than 30 days after notice of the amendment is sent to revoke the Agreement.

Arbitration Disclosure

(a) *This Agreement contains a binding, pre-dispute arbitration clause that may be enforced by the parties.*

By signing the Agreement, I agree as follows:

1. 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.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. 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.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

Any controversy arising out of or relating to any account from its inception, any business, transactions or relationships Account Owner has now, had in the past or may in the future have with Edward Jones, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Agreement, or to the breach thereof, or transactions or accounts maintained by Account Owner with any of Edward Jones' predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the FINRA

Code of Arbitration Procedure then in effect. Account Owner's demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

- (b) *Class Actions.* No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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 respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (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.