



Account Number

Account number input grid



# Transfer on Death Registration and Beneficiary Designation Form

Use this form to establish a Transfer on Death ("TOD") account registration and to designate a beneficiary(ies) for your Transfer on Death ("TOD") account. You may also use this form to change the existing beneficiary(ies) for your account. **This form supersedes all previous Beneficiary Designations you have made on your TOD account.**

Advisor Name: G

## Account Registration

### Primary Account Owner

Primary Account Owner Name, Social Security Number or Taxpayer ID Number, Date of Birth (MM-DD-YYYY)

### Joint Account Owner

Joint Account Owner/Trustee Name (If Any), Social Security Number or Taxpayer ID Number, Date of Birth (MM-DD-YYYY)

## Beneficiary Designation for this Account

If naming only one beneficiary in either category (i.e., primary or contingent), the share will automatically be 100%.

If naming more than one beneficiary in a category, indicate an ownership share for each (in percent, not dollars). Make sure the percentages total 100% exactly. If no shares are indicated, equal percentages will be assigned any beneficiaries in that category who are alive at the time of your death (or, if you checked "per stirpes" below, to the survivors of those beneficiaries).

To designate more than three beneficiaries in either category, use a copy of this page or attach a sheet with all applicable beneficiary information, your Social Security Number, your signature, and the date.

To designate your estate as beneficiary, enter "Estate" as the name. To change a designation in the future, such as adding or removing a beneficiary or changing your "per stirpes" contact, complete a new Transfer on Death Registration and Beneficiary Designation Form.

To have a beneficiary's share pass to his/her descendants, should the beneficiary die before you, provide "per stirpes" information (including contact information), in consultation with an estate planning attorney. By checking the "per stirpes" box, you indicate that the share of any individual beneficiary who predeceases you will pass to his or her descendants, as defined by the laws of the Commonwealth of Massachusetts in force at the time of your death. If you do not provide a "per stirpes" contact name, or if the contact is unavailable or unable to act, the contact will be your executor.

Name of Contact for "Per Stirpes" Issues

### Primary Beneficiaries

If a trust, please provide trust name, names of all trustees and date established.

Three beneficiary designation rows with fields for Name of Beneficiary, Spouse, Trust, Entity, Other, Name of Trustee, Social Security Number, Taxpayer ID Number, Date of Birth or Trust, Share Percentage, and Add "Per Stirpes" Stipulation.

\*Please note: Share totals must equal 100%. Do not use fractional percentages or dollar amounts.



# Designated Beneficiary Agreement

Fidelity Investments Designated Beneficiary Agreement provides for the disposition of assets held in a non-retirement Fidelity Brokerage Account. The disposition is controlled by the terms of this Agreement and the Fidelity Designated Beneficiary Form (the "Form") (collectively, the "Agreement") between the account owner and Fidelity Brokerage Services LLC or National Financial Services LLC, collectively referred to as "Fidelity." The Form is incorporated into the Agreement by reference. The Agreement creates a transfer on death registration for the account owner's account. At the death of the account owner (or at the death of the last surviving account owner in accounts held as joint tenants with right of survivorship or as tenants by the entirety) the assets in the account subject to the Agreement will be transferred to the one or more beneficiaries (the "beneficiary" or "beneficiaries") designated in the Agreement or in subsequent restatements of it received and accepted by Fidelity in the manner herein provided. The designation made under the Agreement will take precedence over any disposition contained in estate planning documents such as a will or trust. Fidelity does not give legal or tax advice in connection with the Agreement, and account owners are advised to consult with their attorneys and other tax, financial and estate planning professionals which they deem appropriate before completing any designation under the Agreement. The account owner acknowledges that Fidelity has not advised, nor has any obligation to advise, as to the suitability of the Agreement for the account owner. The account owner further acknowledges that the Agreement does not constitute a trust, and that Fidelity has no fiduciary duty as a trustee under the Agreement to the account owner, any beneficiary under the Agreement or any other interested party.

The Agreement adds to, and does not replace, any of the terms and conditions of an account owner's Fidelity Brokerage Account client agreement and any other agreements between the account owner and Fidelity that apply to this account. If any of the terms of the Agreement should conflict with those of any other agreements that apply to an account owner's Fidelity Brokerage Account, as they are amended from time to time, the terms of the Agreement will control with respect to issues relevant to the Agreement. The terms of the Agreement may be amended from time to time by Fidelity by written notice to the account owner, and the terms of the Agreement in effect at the death of the last surviving account owner will control the disposition of assets under the Agreement.

So long as at least one account owner is living, Fidelity reserves the right to terminate the Agreement, to revoke the Agreement, and to require that assets held in an account subject to the Agreement be transferred to an account to which the Agreement does not apply. For purposes hereof, the term "account owner" shall mean the account owner who has executed the Agreement, and, in the case of an account held as joint tenants or as tenants by the entirety, the term "account owner" shall mean each then-living account owner, and references to the estate of the account owner shall mean the estate of the last surviving account owner. In addition, for purposes hereof, the term "Transfer Date" shall mean the date of death of the account owner, or, in the case of an account with two or more account owners, the date of death of the last surviving account owner.

Fidelity may at any time denote the registration of assets held in an account which is subject to the Agreement without indicating the identity of the beneficiaries designated under the Agreement. Fidelity may refuse for any reason to accept any designation made by an account owner under the Agreement. Certain assets, including, but not limited to, any insurance or endowment policy or annuity contract (whether payable in a lump sum or periodically for a term defined by life or other specified period), are ineligible for the Agreement. Limited partnership interests may be ineligible for the Agreement due to partnership agreement or transfer agent conditions. Fidelity disclaims all liability for a failure to transfer any ineligible assets. If an account governed by the Agreement should hold ineligible assets at the Transfer Date and the disposition of these assets at the Transfer Date is not governed by an agreement or contract specifically related to the ineligible assets, the ineligible assets will be paid to the estate of the account owner. Certain accounts are ineligible for the Agreement. If an account governed by the Agreement is converted to an ineligible account, the Agreement will be revoked and on the Transfer Date all assets of the account will be paid to the estate of the account owner.

- A. Eligibility for the Agreement.** In order to participate in the Agreement, account owners must have a Fidelity Brokerage Account registered in individual name, or by two or more individuals as joint tenants with right of survivorship or tenants by the entirety. Owners of an account with any other type of registration must change the registration to one of these types of accounts if they want to participate in the Agreement. If an account governed by the Agreement is registered in individual name and is changed to an account registered as joint tenants or tenants by the entirety, the Agreement will be revoked, and, upon the Transfer Date, all assets of the account will be paid to the estate of the account owner. Account owners domiciled in a community property state should consult with their attorneys and other tax, financial and estate planning professionals before creating an account held as joint tenant with a spouse in order to review the specialized tax and other consequences of establishing such an account.
- B. Effective Date of Agreement and Beneficiary Designation.** The designation of beneficiaries under the Agreement will become effective only by a designation signed by the account owner in a form acceptable to, and filed with, Fidelity; provided, however, that no such designation will be effective unless it is received and accepted by Fidelity no later than thirty (30) days after the Transfer Date.
- C. Determination of Beneficiaries.** The account owner must designate the beneficiaries in a form acceptable to Fidelity. The Fidelity Designated Beneficiary Form is recommended. Photocopies and facsimiles of the Form are acceptable.

A signature of the account owner is required. Any designation form that is not signed and dated by the account owner will not be accepted.

In any designation of Beneficiary, received and accepted by Fidelity under this Agreement, the term "per stirpes" shall mean the following: if any primary or contingent Beneficiary, as applicable, does not survive the account owner but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. If the account owner designates: (1) the descendants of a primary beneficiary as beneficiaries by selecting per stirpes; (2) the descendants of the account owner as beneficiaries by selecting "My Descendants"; or (3) the descendants of a contingent beneficiary by selecting per stirpes, that designation will include persons within the class living on the date of the designation as well as persons born or legally adopted after the date of the designation who are members of the class on the Transfer Date. Otherwise, only beneficiaries identified by name will share in the account proceeds, and the designation of named individuals who may be in the same class as other people (e.g., children or grandchildren) will not automatically include the other Designated Beneficiary Agreement Fidelity Brokerage Account members of the class, regardless of whether they were born, adopted or otherwise became a member of the class before or after the date of the Agreement. In either case, only those beneficiaries living on the Transfer Date will receive the assets of the account. In all cases, Fidelity shall be authorized to rely on any representation of facts made by the account owner; the personal representative of the estate of the account owner, any beneficiary, or any other person deemed appropriate by Fidelity in determining the identity of unnamed beneficiaries.

For purposes of the Agreement, if a trust, partnership, corporation or other entity is named as a beneficiary and such entity is not in existence on the Transfer Date, such entity will be deemed not to have survived the account owner. Fidelity shall be authorized to rely on copies of death certificates furnished to it by any beneficiary, the personal representative of the estate of the account owner, or any other source to determine the time of death of the account owner or of any beneficiary. Fidelity shall also be authorized to rely on public records furnished to it by any beneficiary, the personal representative of the estate of the account owner or other source as well as any representation of facts made by the account owner, the personal representative of the estate of the account owner, any beneficiary or representative of any beneficiary, or any other person deemed appropriate by Fidelity.

If the account owner has failed to indicate the beneficiaries as to all or any portion of the assets passing pursuant to the Agreement, whether because the percentages of assets designated as passing under the Agreement total less than 100% thereof, because one or more beneficiaries is deceased on the Transfer Date, or for any other reason, the assets passing under the Agreement shall be distributed to the primary beneficiaries who survived the account owner in the proportion that their shares bear to each other or, if no primary beneficiary is then living, the assets passing under the Agreement shall be distributed to the contingent beneficiaries who survived the account owner in the proportion that their shares bear to each other. For purposes of the Agreement, the term "primary beneficiary" shall mean: (1) a named primary beneficiary; (2) descendants of the account owner who receive assets because the account owner has so indicated by selecting "My Descendants"; or (3) descendants of a deceased named primary beneficiary who receive assets because the account owner has so indicated by selecting per stirpes. Any distribution made because the account owner has selected "My Descendants" or Per Stirpes shall be paid to the descendants of the account owner (in the case of selecting "My Descendants") or the descendants of the named beneficiary (in the case of selecting per stirpes) living at the Transfer Date in the following manner: the assets are divided into as many equal shares as there are (i) children of the account owner (or designated named beneficiary) living at the Transfer Date and (ii) deceased children of the account owner (or designated named beneficiary) who have descendants living at the Transfer Date. Each living child is allocated one share. The share of each deceased child with living descendants is divided in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among living descendants. For example, if "My Descendants" has been selected and if the account owner then has two living children and one deceased child who has three living children (grandchildren of the account owner), each living child of the account owner would receive one-third of the account and each of the three children of the deceased child would receive one-ninth of the account. Division among the descendants of a named beneficiary would occur in the same manner as to the share of the named beneficiary. For this purpose, the term "descendants" shall include both natural and legally adopted descendants living at the Transfer Date. If no primary or contingent beneficiary is living on the Transfer Date, the assets passing pursuant to the Agreement will be paid to the estate of the account owner.

- D. Changes to Beneficiary Designations.** The account owner may at any time change the named beneficiaries or revoke the designations made under the Agreement. A subsequent beneficiary designation will automatically revoke a prior designation of beneficiaries when it becomes effective. In order to be effective, any change or revocation must be submitted in a form and manner acceptable to Fidelity. The designation must be received and accepted by Fidelity as provided herein. If a new Form is submitted, it must be completed in full, with both the changes made and all prior designations which are not being modified. A new designation that is accepted by Fidelity will be effective according to its terms and has the effect of revoking all prior designations. Fidelity will not

honor any change of beneficiary made in a will, trust, premarital or other extraneous agreement, even if specific reference is made therein to the Agreement or to one or more specific accounts, except by court order delivered to Fidelity before it makes transfer under the Agreement.

An attorney-in-fact, conservator, guardian or other duly authorized and acting representative of the account owner may not change the beneficiary designation unless expressly authorized by the instrument granting authority to act on the account owner's behalf. Fidelity may require such representative to execute a certification of the representative's authority and/or an indemnification of Fidelity acceptable to it as to any liability it may incur in connection with such change.

Except as provided with respect to descendants of the account owner who become entitled to property because the account owner has selected "My Descendants," or to descendants of a named beneficiary who become entitled to a portion of the account because the account owner selected per stirpes, changes in the relationship between the account owner and any beneficiary, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage or adoption, will not automatically add or revoke designations of beneficiaries. For example, if a former spouse was a designated beneficiary prior to dissolution of the marriage, the former spouse would remain a beneficiary after the dissolution unless his or her designation as a beneficiary was expressly revoked by execution of a new Form signed by the account owner and received and accepted by Fidelity as provided herein.

All written instructions, notices or communications required to be given to Fidelity shall be delivered to Fidelity, and no such instruction, notice or communication shall be effective until Fidelity's actual receipt thereof.

**E. Payment on Death.** Until the Transfer Date, the account owner retains complete control over the assets in any account subject to the Agreement, and the beneficiaries have no interest in the account. Until the Transfer Date, there will be no transfers made pursuant to the Agreement. All assets in the account subject to the Agreement must be held at Fidelity in order to be distributed to the named beneficiaries at the Transfer Date. Transfers to one or more beneficiaries will be reduced by any outstanding financial obligation of the account owner to Fidelity, including, but not limited to, any margin debt balance; and shall include any interest, earnings, dividends or other payments associated with these account assets not paid or credited before the Transfer Date, except for such interest, earnings and dividends paid after death and before Fidelity has had reasonable time to act following receipt of written notice of the account owner's death. Transfer will be made pursuant to the Agreement without regard to any oral or written agreement as to the disposition of assets subject to the Agreement which may exist between the account owner and any one or more beneficiaries. If any beneficiary disclaims a transfer under the Agreement, in whole or in part, a valid disclaimer must be presented to Fidelity in a manner that affords Fidelity reasonable opportunity to act. Fidelity has no duty to withhold a transfer based on knowledge of an adverse claim, unless written notice is given of that claim that affords Fidelity reasonable opportunity to act, and shall bear no responsibility for any transfers made pursuant to the Agreement before such notice is given. In such a situation, Fidelity reserves the right to require a court order before making transfer of any assets transferable pursuant to the Agreement.

It is the responsibility of each beneficiary designated under the Agreement to notify Fidelity of the death of the account owner and to provide in a timely manner: (1) a completed copy of the applicable Fidelity form; (2) a copy of the death certificate; (3) a tax waiver if required by state law; and (4) such additional information or documents as Fidelity may deem necessary or appropriate in its sole discretion. In some instances, Fidelity may require a certification of the identity of the beneficiaries from the personal representative of the estate of the account owner, a beneficiary or representative of a beneficiary, or any other person deemed appropriate by Fidelity. Fidelity will have no responsibility for locating beneficiaries. Fidelity reserves the right to require each beneficiary to open an account at Fidelity in order to facilitate transfer of the account's assets and to execute an indemnification in the amount of the account's assets.

Fidelity reserves the right to withhold a portion of the account transferable to any beneficiary which may be subject to tax under any provision of the Internal Revenue Code or any state statute.

Registration of assets in any account subject to the Agreement will begin as soon as practicable no sooner than thirty (30) days after the Transfer Date.

Fidelity has no obligation or responsibility to see to the application of funds paid or otherwise distributed to one or more beneficiaries under the Agreement. In the event that it is not feasible to distribute assets subject to the Agreement, or if the account owner shall have obligations to Fidelity which have not been paid, or if Fidelity may be responsible for the payment of tax relating to the account under any provision of the Internal Revenue Code or any state statute, Fidelity reserves the right to liquidate assets to the extent that it may deem necessary, in its sole discretion, and to distribute the proceeds, net of any obligation to Fidelity or any obligation paid by Fidelity, in accordance with the Agreement.

Fidelity shall have no obligation to: (1) locate any beneficiary, the spouse or legal heirs of any account owner or the personal representative of the estate of any account owner; (2) notify any person of any proposed or completed transfer of assets pursuant to the Agreement; or (3) independently verify any information submitted by any person claiming an interest in an account subject to the Agreement.

Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken with respect to assets subject to the Agreement, Fidelity reserves the right, in its sole and absolute discretion, to resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the account. In such event, all court costs, legal expenses and other appropriate and pertinent expenses shall be borne by the assets of the account in such manner as Fidelity, in its sole discretion, shall determine.

**F. Payments to Minors and Other Beneficiaries Under Incapacity.** If a distribution upon the Transfer Date is payable to a person known by Fidelity to be a minor or otherwise under a legal disability, Fidelity may, in its absolute discretion, make all, or any part of the distribution to: (1) a parent of such person; (2) the guardian, conservator, or other legal representative, wherever appointed, of such person; (3) a custodial account established under a Uniform Transfers to Minors Act or similar act; (4) any person having control or custody of such person; or (5) to such person directly. If there is no existing custodial account for each minor beneficiary, a court-appointed guardian may be required for the administration of any assets otherwise payable to a minor. Fidelity reserves the right to seek the court appointment of a custodian or guardian if none is otherwise serving.

**G. Indemnity.** The account owner, his or her estate, and his or her successors-in-interest, including all beneficiaries, shall fully indemnify and save harmless Fidelity, its agents, affiliates, control persons, successors and assigns and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, by or to any person or entity, including any beneficiary, any creditor of the account owner, the estate of the account owner and the account owner's heirs, successors and assigns, arising out of or relating to:

- Any conflicting designation of beneficiary under the Agreement made in the account owner's will, revocable living trust or any other instrument.
- Any written change of beneficiaries that the account owner has made that has not been accepted by Fidelity as provided herein.
- Any other action taken by Fidelity in opening and maintaining an account under the Agreement, registering assets in the name of the account and completing transfers from the account upon the Transfer Date, including, but not limited to, Fidelity's reliance on individuals named in this Agreement.

**H. Governing Law.** The Agreement and its provisions are effective immediately upon Fidelity's receipt and acceptance of the Agreement as provided herein. **The Agreement, and the duties and obligations of Fidelity under the Agreement, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute, as applied to contracts entered into and completely performed within said Commonwealth, shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the heirs, personal representatives, successors and assigns of the account owner and the beneficiaries designated by the account owner.**