

**J.P. Morgan Securities LLC**  
Member FINRA and SIPC

Use this form to establish new or update current Transfer on Death (TOD) designation(s) on a non-retirement brokerage account.

**Please be aware:**

- **This form will not work in Chrome. Please open this form with Adobe.**
- If the registration on this account is changed (for example, by adding an additional tenant), a new copy of this form will need to be re-submitted.
- The share percentages for your primary and your contingent beneficiaries must total 100%, respectively. No more than 2 decimal places may be used when designating the share percentage each beneficiary will receive.
- Clients should always consult with a legal and/or tax advisor before electing or revoking the TOD account designation.
- TOD designation accounts are currently not available to residents of Louisiana.
- The privilege of registering securities accounts in TOD form is created by state law and is subject to certain terms and conditions imposed by state law and by J.P. Morgan Securities LLC together with its affiliates (**JPMS**). Not all states have enacted such laws.

### 1. Account Holder Information

Account Holder Name (first, middle initial, last)

JPMS Account Number

### 2. Beneficiary Designation(s)

If you require more than ten primary or contingent beneficiaries, please submit an additional copy of page 2 or 3 of this form.

Beneficiary Type (select one)

**Primary**    **Contingent**

Per Stirpes

Beneficiary Name (first, last)

Percentage

 %

Social Security Number (SSN)/Tax ID Number (TIN)

Date of Birth (mm/dd/yy)

Legal/Residential Address (no PO Box or "In care of" address)

City

State/Province

Postal/ZIP Code

Country

Total PRIMARY Percent  %

Total CONTINGENT Percent  %

**INVESTMENT AND INSURANCE PRODUCTS:  
• NOT A DEPOSIT • NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY  
• NO BANK GUARANTEE • MAY LOSE VALUE**

ACCOUNT HOLDER NAME (PLEASE PRINT IN ALL CAPITAL LETTERS)

JPMS Account Number

### Primary Beneficiaries:

Total PRIMARY Percent  %

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage  
Per Stirpes:

ACCOUNT HOLDER NAME (PLEASE PRINT IN ALL CAPITAL LETTERS)

JPMS Account Number

### Contingent Beneficiaries

Total CONTINGENT Percent  %

Name:

SSN/TIN:

Address:

DOB:

Percentage

Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

Percentage

Per Stirpes:

Name:

SSN/TIN:

Address:

DOB:

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Name:

SSN/TIN:

Address:

DOB:

Percentage

Per Stirpes:

ACCOUNT HOLDER NAME (PLEASE PRINT IN ALL CAPITAL LETTERS)

JPMS Account Number

### 3. Account Holder Signature(s)

**PLEASE NOTE:** If you require more than two Account Holder Signatures, please submit an additional copy of the Transfer on Death Agreement form.

By signing this Transfer on Death Agreement, I/we certify that I/we have read, understand and agree to the terms of the Transfer on Death Disclosure Agreement herein and understand that no Beneficiary Designation is effective until actually received and accepted at JPMS, Attention: Account Processing, Mail Code: IL1-0291, 10 S. Dearborn St., Chicago, IL 60603.

Primary Account Holder Signature

Date (mm/dd/yyyy)

Additional Account Holder Signature (if applicable)

Date (mm/dd/yyyy)

### 4. Notary - section must be completed by a Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ ) COUNTY OF _____ ) Subscribed, sworn to and acknowledged before me by _____ Name of Document Signer (above) this _____ day of _____, _____ Day Month Year _____ Signature of Notary Public	) SS: <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; vertical-align: middle;">Place Stamp Here</div>
My commission expires _____	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ ) COUNTY OF _____ ) Subscribed, sworn to and acknowledged before me by _____ Name of Document Signer (above) this _____ day of _____, _____ Day Month Year _____ Signature of Notary Public	) SS: <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; vertical-align: middle;">Place Stamp Here</div>
My commission expires _____	

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**Reference Sheet Only** - do not send this page

**Please keep a copy of this form for your records.**

**After reviewing and signing this form, please select how you'd like to submit it:**

- **Fax** - send the form and any attachments to (800) 805-3909
- **Email** - please visit [www.Chase.com/brokerageforms](http://www.Chase.com/brokerageforms) for instructions on how to submit this completed document and any attachments
- **Regular or Overnight Mail** - send the form and any attachments to:

**J.P. Morgan Securities LLC**

**Attn: Asset Movement**

**Mail Code: IL1-0291**

**10 South Dearborn St.**

**Chicago, IL 60603-5506**

**Questions?** Please call us at (800) 392-5749.

# J.P. Morgan Securities LLC

## Transfer on Death Agreement Disclosures

### PLEASE READ CAREFULLY

#### 1. Terms and Definitions

- a. "ACCOUNT HOLDER" means the person(s) identified as owning the account. Each Account Holder of a TOD account must be a natural person and of legal age in his/her home state. Where two or more natural persons own a TOD account, they must hold it as Joint Tenants with Rights of Survivorship and not as Joint Tenants in Common or Community Property.
- b. "BENEFICIARY" means the person(s) and or entity(ies) designated in the TOD Disclosure Agreement last received by JPMS to succeed to ownership of the account upon the death of the Account Holder. Any person or entity except a custodian under the Uniform Gifts to Minors Act (but not excluding a custodian under the Uniform Transfer to Minors Act) may be designated as Beneficiaries.
- c. "DEATH OF ACCOUNT HOLDER" means the death of the last surviving Account Holder (which is the sole Account Holder in case of single-name ownership).
- d. "TOD DISCLOSURE AGREEMENT" refers to this document.
- e. "TOD ACCOUNT" refers to a Transfer on Death brokerage account established with JPMS.
- f. "ACCOUNT HOLDER'S ESTATE" means the probate assets of the last-deceased Account Holder, under the administration of a duly appointed executor, administrator or personal representative of the last Account Holder to die.
- g. JPMS TOD Accounts shall be registered in the form: e.g., "[John Doe] [Jane Doe] JT TEN (JTWROS) [TOD DTD 01/03/06]".

#### 2. Account Terms

- a. All property held in the account will be held by JPMS in "transfer on death" or "payment on death" form, which will have no effect on the Account Holder's ownership or control during the lifetime of the Account Holder. Upon the death of the Account Holder (or the last surviving Account Holder in the case of a joint account), JPMS will distribute the assets in the account pursuant to the terms of this Agreement.
- b. JPMS makes no representations regarding the legal effect of this Agreement or the registration of the account in TOD form and disclaims any responsibility for the legal effect resulting from the execution of this Agreement and the establishment and maintenance of the account. By signing this Agreement, Account Holder represents that he/she is a permanent resident of a state that permits securities and securities accounts to be registered in TOD form.
- c. By signing this Agreement, Account Holder acknowledges that: (i) JPMS has not advised the Account Holder of the suitability of a TOD account, (ii) JPMS does not provide legal or tax advice and recommends that Account Holder seek such advice from a qualified professional prior to establishing a TOD account, (iii) JPMS may contact Beneficiary after Account Holder death to facilitate account payout, and (iv) as neither this Agreement nor the TOD account established hereunder constitute or create a trust, JPMS neither assumes nor owes a fiduciary duty to the Account Holder or any beneficiary hereunder in connection with the TOD account.
- d. This Agreement is only effective as to the TOD account established hereunder and, to the extent inconsistent therewith, supplements but does not replace the terms and conditions of any other agreements Account Holder may have with JPMS, including but not limited to, the JPMS Brokerage Account Agreement. JPMS may modify the terms of this Agreement at any time upon notice to the Account Holder. This Agreement may not be waived, revoked or modified absent a written instrument signed by an authorized representative of JPMS.

#### 3. Limitations and Conditions Upon TOD

- a. ELIGIBLE ASSETS: Only the following types of assets, which must be held in street name at JPMS or an appropriate external custodial institution, are eligible for TOD treatment: Cash, Certificates of Deposits, US Government Bonds, US Government Notes, US Government Bills, Corporate and Municipal Bonds, Mutual Funds (open and closed end), Stocks (listed and OTC), Unit Investment Trusts, Options and Commodities. The following types of assets are specifically NOT eligible for TOD Treatment: Life Insurance, Fixed and Variable Annuities, Precious Metals and Limited Partnership Interests. Ineligible assets may be carried in a TOD Account so long as the Account Holder is alive but, upon the death of the Account Holder, TOD ineligible assets will become part of the Account Holder's Estate and will not pass according to the TOD designation.
- b. TOD OVERRIDES WILL OR TRUST: Upon death of the Account Holder, the Beneficiaries assume control of assets in the TOD Account even if the Account Holder's will or living trust provides for a contrary or inconsistent disposition. The only exception is if the Account Holder's will or trust specifically and expressly revokes the TOD Account designation, in which case the TOD Account assets become part of the Account Holder's Estate. However, unless JPMS receives timely actual notice of the TOD revocation, the TOD Account assets will be delivered to the TOD Beneficiaries upon presentation of proper proof as provided in Section 4 of this TOD Disclosure Agreement.

- c. JOINT OWNERSHIP OF A TOD ACCOUNT: Following the death of any one Account Holder of a TOD Account held by Joint Account Holders, the surviving Account Holder(s) is entitled in their absolute discretion to: (i) change or substitute Beneficiaries, (ii) revoke the TOD designation entirely, or (iii) withdraw account assets in whole or in part.
- d. CHANGE OF RESIDENCE BY ACCOUNT HOLDER: State law creates the TOD designation and not all states have enacted TOD privileges for their residents. However, once an Account Holder has established a TOD Account, JPMS will continue to treat the account as such in reliance on the continued effectiveness of this TOD Disclosure Agreement, without regard to subsequent changes in the Account Holder's state of residence, even if the Account Holder moves to a non-TOD jurisdiction.
- e. **COMMUNITY PROPERTY/SPOUSAL RIGHTS: JPMS has no responsibility to ascertain the respective separate, community or quasi-community property interests of spouses or domestic partners, nor to obtain any spousal consent to beneficiary designations in this Agreement.**

#### 4. Beneficiaries

- a. DESIGNATION OF BENEFICIARIES; CHANGE IN BENEFICIARIES: The Account Holder must complete the Beneficiary designation on page 1 of this Agreement. While the Account Holder has the unconditional right to change the identity of one or all Beneficiaries at will and to revoke the TOD registration, JPMS will rely on the latest Beneficiary designation in its possession and no change of Beneficiaries shall be effective until actually received and accepted by JPMS.
- b. DECEASED BENEFICIARIES: If one or more designated Beneficiaries has predeceased the Account Holder (or if a trust or other legal entity which is a Beneficiary has dissolved or terminated), the TOD Account assets will be distributed among the surviving Beneficiaries in proportion to each of their designated shares. [Example: Assume an account, "John Doe TOD Abel 50%, Baker 25%, Cain 25%". If Baker pre-deceases John Doe, Abel would receive two-thirds of the Account Assets and Cain one-third.] If the personal representative of the Account Holder's estate presents evidence that all Beneficiaries have predeceased the Account Holder, the account assets will be distributed to the Account Holder's estate upon proper instruction.
- c. DISTRIBUTIONS TO MINORS OR INCAPACITATED ADULTS: If a Beneficiary at the time of the Account Holder's death is a minor or an incapacitated adult who is represented by a duly appointed guardian, conservator, or custodian or a person legally authorized to perform substantially the same functions (referred to as the Beneficiary's Nominee), JPMS may distribute the TOD Account assets to the Beneficiary's Nominee and be fully released thereby. If, after a reasonable time following the death of the Account Holder, the Beneficiary's Nominee is unable or refuses to accept delivery of the TOD Account assets no Beneficiary's Nominee or appropriate substitute can be found, JPMS may distribute the assets to the Account Holder's Estate and be fully discharged from its obligations.

#### 5. Account Holder Death Procedures

- a. PROOF OF ENTITLEMENT TO TRANSFER: In order to transfer TOD Account assets to the Beneficiaries, JPMS will require: (i) proof of death of the Account Holder, in the form of a certified death certificate; (ii) inheritance tax waivers if required by the pertinent state; and (iii) an affidavit in such form as JPMS may require, sworn to by the Beneficiaries or by the personal representative of the Account Holder's Estate (and in such case, accompanied by letters of administration dated not more than 60 business days prior to the affidavit) which states that (1) the Account Holder is deceased and the date of death; (2) the person(s) executing the affidavit is/are either: (a) the Beneficiaries identified in the most recent Beneficiary designation received and accepted by JPMS, or (b) the personal representative of the Account Holder's Estate; (3) each person or entity entitled to receive a distribution of TOD Account assets, consistent with the Beneficiary designation, is then living or in existence, and identifying each such transferee by name, address, Taxpayer ID number, and (if more than one) proportionate share of account assets; and (4) there are no known disputes concerning entitlement to the requested transfer of the TOD Account and no claims which would affect the transfer.
- b. IN THE EVENT OF A DISPUTE: In case of a dispute concerning transfer between or among the Beneficiaries, the Account Holder's Estate, or the Account Holder's surviving spouse, heirs, creditors, representatives, or any other person, JPMS may require the parties in interest to arrive at a final resolution by adjudication, arbitration, or other method acceptable to JPMS, prior to transferring any assets. In the event of such a dispute, JPMS may, at its sole discretion, freeze the account until it receives an order from a court of competent jurisdiction.

- c. **BINDING EFFECT; JPMS OBLIGATIONS:** This TOD Disclosure Agreement is binding on the Account Holder, the Beneficiaries and their heirs, executors and assigns. JPMS has no obligations to determine whether the Account Holder is still alive or the Account Holder's marital status at death. Should JPMS receive actual notice of death of the Account Holder, JPMS has no obligation to: (i) locate any beneficiaries; (ii) notify any person of any proposed or completed transfer of TOD Account assets; or (iii) independently verify information submitted. Because it is the Beneficiaries' responsibility to initiate transfer of the TOD Account assets, JPMS is expressly not liable for any loss that could occur following the death of the Account Holder and prior to receiving proof of the Beneficiaries' entitlement to the assets. If no Beneficiaries make a claim for the account assets within six (6) months of the death of the Account Holder, upon instruction by the personal representative of the Account Holder the account assets will become a part of the Account Holder's estate.
- d. JPMS has no obligation to locate beneficiaries and, in its complete discretion, may require legal adjudication of any issue pertaining to the proper distribution or ownership of the assets in the account, and JPMS will be entitled to recover all costs and attorneys fees incurred in connection therewith.
- e. Account Holder expressly acknowledges that neither JPMS, JPMorgan Chase Bank, N.A. ("Chase"), JPMorgan Chase & Co., nor any of their affiliates, officers, directors, employees or representatives give legal, accounting or tax advice and has consulted with legal, accounting and/or tax advisors in connection with the beneficiary designation for this JPMS TOD account.

## **6. Indemnification**

Account Holder, and the heirs, estate, executors, administrators, personal representatives, successors and assigns of the Account Holder agree to release, indemnify and hold harmless JPMS, its agents, control persons and affiliates, harmless from and against any and all claims, actions, costs and liabilities, including attorneys fees and expenses, arising from or relating in any way to: (i) any misrepresentation made by the Account Holder hereunder, (ii) any conflicting beneficiary designation, or any designation not received in a timely manner by JPMS, made by will, trust or written instrument, and (ii) any instruction pertaining to the account received or not received by JPMS and followed or not followed in good faith.

## **7. Assignment**

Unless otherwise precluded by law, you may assign this Agreement to any affiliate, subsidiary or successor by merger or consolidation, or to any other entity without notice to me. This Agreement is binding on me, my heirs and your successors and assigns.