

Opening a **Transfer-On-Death** (TOD) account is easy. With a TOD account, upon the death of the Client (or the last person having an ownership interest in this TOD Account if there exists joint ownership of the TOD Account), our clearing firm agrees to transfer the assets to the designated beneficiaries. To open a TOD account, complete and scan and email ([service@tradeking.com](mailto:service@tradeking.com)), or fax (561-988-0131), or mail us this form. Then, if you have not done so already, create a Username and a Password at [www.tradeking.com](http://www.tradeking.com) to access your new account (see instructions below). Finally, call us and ask us to link your new account to your Username.

Here are some tips that will expedite the opening of your new account:

- **Use this form only for regular individual or joint TOD accounts.** A US Social Security Number or Tax ID is always required to open an account. The enclosed TOD Agreement requires signatures to be notarized.
- Legent Clearing charges a one-time fee of **\$50.00** to establish a TOD Account. No annual fee is charged. Upon the death of the last owner of a TOD Account, Legent Clearing charges a **\$200.00** fee to complete the re-registration and transfer of securities.

**IMPORTANT:** The TradeKing Customer Agreement contains the terms and conditions applicable to all TradeKing accounts. Please read it carefully, print a copy and retain it for your records. You can obtain a copy at <https://www.tradeking.com/PublicView/services/Services/AppsForms.tmp>, by calling (877) 495-KING, or from TradeKing, 5455 N Federal Hwy, Suite E, Boca Raton, FL 33487.

---

#### How to create a Username to access the new account that you are opening with this form:

- Go to [www.tradeking.com](http://www.tradeking.com); Click on "START TRADING" or "Open New Account";
- Complete **only** the first page of the application to choose your Username, Password, and Account Settings Security and **click Continue**. Stop here. Call us at 877-495-KING (5464) so that we can link your new account(s) to the Username you have just created.

The screenshot shows a web form titled "IT'S EASY TO OPEN A NEW TRADEKING ACCOUNT". The form contains the following fields:

- E-mail Address: text input field
- First Name: text input field with a help icon
- Middle Initial: small text input field
- Last Name: text input field with a help icon
- Username: text input field with a help icon
- Password: text input field with a help icon
- Where did you hear about us?: dropdown menu with "select one" selected

Below these fields is a section titled "ACCOUNT SETTINGS SECURITY" with the following fields:

- Challenge Question: dropdown menu with "select one" selected and a help icon
- Answer: text input field with a help icon

A green "CONTINUE" button with a right-pointing arrow is located at the bottom right of the form, with a mouse cursor hovering over it.

## Investment Account Application

Account Number	Open Date	Broker Rep Code
----------------	-----------	-----------------

**Account Registration (please select one):**

- Individual Account**  
(in your name only, non-IRA)
- Joint Tenants with Rights of Survivorship** – at death of one account holder, all remaining assets pass to the survivor
- Joint Tenants in Common** – Upon death of one co-holder, his/her interest passes to whoever is named in that person's relevant legal documents, or as indicated by State law. (Primary: \_\_\_\_\_% Joint: \_\_\_\_\_%)
- Custodial Account**

Account Owner					
Name			Social Security Number		
Minor's Name (if Custodial Account)			Minor's Social Security Number		Minor's Birth Date
Permanent Street Address (Cannot be a P.O. Box or Mail Drop)			City	State	Zip
Mailing Address (If different from permanent address)			City	State	Zip
Birth Date (mm/dd/yyyy)		Number of Dependents	Married? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Day Phone	Evening Phone	Cell Phone	E-MAIL ADDRESS (please write clearly)		
Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign (please specify): _____ <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-resident Alien (Non-Resident Alien must submit a W-8 form with this application)					
Joint Owner Information					
Name			Social Security Number		
Permanent Street Address (Cannot be a P.O. Box)			City	State	Zip
Mailing Address (If different from permanent address)			City	State	Zip
Birth Date (mm/dd/yyyy)		Number of Dependents	Married? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Day Phone	Evening Phone	Cell Phone	E-MAIL ADDRESS		
Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign (please specify): _____ <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-resident Alien (Non-Resident Alien must submit a W-8 form with this application)					
Employment Information					
Employer		Nature of Business	Yrs. Employed	Occupation	
Business Address		City	State	Zip Code	
Joint Applicant Employer		Nature of Business	Yrs. Employed	Occupation	
Business Address		City	State	Zip Code	
Are you or a member of your household affiliated with or employed by 1) a securities Exchange 2) FINRA 3) an Exchange or FINRA member 4) a company which require notification of you opening this account? (if you select yes, please submit an Affiliated Account Authorization form) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Are you or a member of your household a director, 10% shareholder or policy making officer of a publicly traded company? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If you answered "Yes" to any of the questions above please provide more information on the affiliation (e.g. affiliated company name, nature of affiliation, etc.)					
Are you or any member of your immediate family a senior political figure? <input type="checkbox"/> Yes <input type="checkbox"/> No					

Account Investment Profile			
Annual Income	Net Worth (excluding residence)	Liquid Net Worth	Tax Bracket
<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> Over \$200,001 (please specify) _____	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,001 (please specify) _____	<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> Over \$200,001 (please specify) _____	<input type="checkbox"/> 0% <input type="checkbox"/> 10% <input type="checkbox"/> 25% <input type="checkbox"/> 28% <input type="checkbox"/> 33% <input type="checkbox"/> 35%

Investment Objective	Investment Experience
<input type="checkbox"/> <b>Current Income</b> Preservation of capital with a primary consideration on current income. <input type="checkbox"/> <b>Balanced</b> A balance between capital appreciation and current income with the primary consideration being current income. <input type="checkbox"/> <b>Growth &amp; Income</b> A balance between capital appreciation and current income with the primary consideration being capital appreciation. <input type="checkbox"/> <b>Growth</b> Capital appreciation through quality equity investments and little or no income. <input type="checkbox"/> <b>Maximum Growth</b> Maximum capital appreciation with higher risk and little to no income. <input type="checkbox"/> <b>Speculation</b> Maximum total return involving a higher degree of risk through investment in a broad spectrum of securities	<input type="checkbox"/> Bonds (yrs _____) <input type="checkbox"/> Stocks (yrs _____) <input type="checkbox"/> Options (yrs _____)

**Please Read and Sign Below**

**W-9 Certification.** Under penalties of perjury, I (we) certify that the taxpayer identification number shown above on this form is my correct taxpayer identification number. Unless, otherwise indicated, I (we) certify that I (we) am not subject to backup withholding and I (we) am an U.S. Person (including an U.S. resident alien). **Check the box**  if you are subject to backup withholding under the provisions of the Internal Revenue Service code.

I hereby request that TradeKing and Legent Clearing LLC (“Legent”) open an account in the name(s) listed as account owner(s) on this application.

By signing below, I acknowledge that I have received, read, understand and agree to be bound by the terms & conditions as set forth in the Customer Agreement (“Customer Agreement”) as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Legent does not provide investment, tax, legal, accounting, financial or other advice.

**Please Note: Legent Clearing and/or TradeKing will verify information provided on this form through a third-party provider in accordance with the USA Patriot Act.**

**BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AT SECTION 30.**

Signature of Account Owner	Date	Signature of Joint Applicant	Date
Signature of TradeKing Broker	Date	Signature of TradeKing General Principal	Date

©Kane Reid Securities Group, Inc. dba **TRADEKING**  
 Member FINRA/SIPC  
 5455 N. Federal Highway, Suite E  
 Boca Raton, FL 33487  
 1-877-495-5464

**SIGNATURES ON THIS FORM MUST BE NOTARIZED**

## Transfer On Death Agreement

Account Number \_\_\_\_\_

IC \_\_\_\_\_

### Registration

Legal Name \_\_\_\_\_

Complete the registration exactly the same as the agreement to which this TOD Agreement is attached.

Social Security No. \_\_\_\_\_

All owners of an account must sign this TOD agreement

Joint Owner Social Security No \_\_\_\_\_

If applicable: Agent (attach current Power of Attorney)

This Transfer on Death Agreement (the "TOD Agreement") is entered into by Legent Clearing ("Legent") and the undersigned client ("Client") and is an integral part of the Client Agreement (the "Agreement") made by Legent and Client. In consideration of the acceptance by Legent of Client's account (the "TOD Account") under this TOD Agreement, Client agrees to the following supplemental terms and provisions.

**TOD-1 Establishment of TOD Account.** Client establishes this TOD Account pursuant to the laws of the Client's residency. Upon the death of the Client (or the last person having an ownership interest in this TOD Account if there exists joint ownership of the TOD Account), Legent agrees to transfer the assets contained in this TOD Account to the beneficiary(ies) designated below:

### Primary Beneficiaries

_____	_____	_____	_____	_____
Name	%	Relationship	SSN/Tax ID Number	Date of Birth (if a person)
_____	_____	_____	_____	_____
Name	%	Relationship	SSN/Tax ID Number	Date of Birth (if a person)
_____	_____	_____	_____	_____
Name	%	Relationship	SSN/Tax ID Number	Date of Birth (if a person)
_____	_____	_____	_____	_____
Name	%	Relationship	SSN/Tax ID Number	Date of Birth (if a person)



**TOD-2 TOD Account Fee.** Client shall pay the fees charged by Legent Clearing in connection with the establishment of this TOD Account. Currently, Legent Clearing charges \$50.00 to establish a TOD Account; \$200.00 is charged to complete the transfer or re-registration of securities, and this fee will be deducted from the TOD Account at the time of such transfer or re-registration.

**TOD-3 Agency.** Client has designated and appointed the Agent identified in this TOD Agreement. While Client is alive, the Agent shall have the power to exercise all rights of Client, as owner, of the securities in this TOD Account. The Agent's power to act under this TOD Agreement shall survive and not be impaired by Client's disability or incapacity. The Agent's power to act shall terminate upon the death of Client (or the last surviving owner if this TOD Account is jointly owned).

**TOD-4 Change Of Beneficiary Designation.** Client acknowledges that any change of the designation of Primary or Contingent Beneficiary(ies) can be accomplished by the delivery of a new TOD Agreement to and the acceptance by Legent Clearing.

**TOD-5 Fractional Shares.** In connection with any transfer under this TOD Agreement, Legent Clearing reserves the right to liquidate any requisite portion of a securities position to avoid having to transfer fractional shares.

**TOD-6 Shares Held In Nominee Name.** Assets in the TOD Account shall be held in nominee name. For example, shares may be held in the name of Legent Clearing for the benefit of Client.

**TOD-7 Client Acknowledgements.** Client acknowledges that:

- A. A copy of the Transfer on Death Disclosure Statement has been received, read and understood.
- B. Legent Clearing shall have no duty to determine whether Client remains alive. To the extent Legent Clearing is informed of the death of Client, Legent Clearing may, but is not obligated to, notify any Beneficiary of the fact of designation as a Beneficiary under this TOD Agreement. Legent Clearing shall have no liability to any Beneficiary for any loss which may arise in connection with the pendency of a request to re-register or transfer securities in the TOD Account.
- C. Legent Clearing makes no representation as to the effectiveness of any designation of Beneficiary or tax consequences of the re-registration or transfer of securities upon the death of Client.
- D. Legent Clearing shall not be responsible for the payment of Client's debts. Legent Clearing shall not be responsible for the payment of taxes or any other amount owed by Client or any Beneficiary. Legent Clearing shall not be responsible for any administrative responsibility arising in connection with the death of Client, except to take action as is specified in this TOD Agreement.

**TOD-8 Governing Law.** This TOD Agreement shall be governed by the laws of the Client's residency. This TOD Agreement is binding on the successors and assigns of Legent Clearing and is binding on the heirs, executors, administrators, assigns and beneficiaries of Client.

**TOD-9 Effect Of Other State Laws.** Client shall indemnify and hold Legent Clearing harmless against any claim of any person acting on behalf of Client's estate arising from the re-registration or transfer of

securities effected by Legent Clearing. Client acknowledges the TOD Service is available only to residents of states that have adopted the Uniform Transfer on Death Act. If the client's primary residence changes to a state that has not adopted the Uniform Transfer on Death Act, the TOD service will become void.

## Transfer On Death Disclosure Statement

### Information about This TOD Agreement

An account owned as a TOD Account operates to permit the owner(s) to retain all normal rights of ownership of the securities in the Account during the owner's lifetime and to designate another person or entity to take title to such securities upon the death of the owner(s). Transfer of ownership occurs automatically upon death, and the beneficiary(ies) become(s) the owner(s) without the necessity of further action. Property is transferred outside of probate. The decisions you make in entering into a TOD Agreement may have significant tax and estate planning implications, and it is important that you consult with an attorney and your accountant to understand completely whether a TOD Agreement is consistent with your estate and tax planning requirements. Set forth below is Legent Clearing's statement of information for the TOD Agreement with you.

**1. Who can open a TOD Account?** One or more natural persons can open a TOD Account. Multiple owners must own the TOD Account as joint tenants with rights of survivorship or as community property. An account owned by joint tenants without rights of survivorship is ineffective to create a TOD Account.

**2. Who cannot open a TOD Account?** A TOD Account cannot be established for (i) a partnership, joint venture or other organization for a business purpose, (ii) an account controlled by a person as agent or trustee for a corporation, unincorporated association, or a charitable or civic organization, (iii) a fiduciary or trust account where the relationship is established outside of the terms of a TOD Agreement or (iv) residents of a State that has not adopted the Uniform Transfer on Death Act. A list of these States can be found at [www.sia.com](http://www.sia.com).

**3. Are there any limitations on the kinds of securities in a TOD Account?** Yes. Securities in a TOD Account will be held for the benefit of the owner(s) and must be registered in nominee name. The reason for this requirement is to permit efficient transfer of the securities upon the owner's death. Equity securities, corporate, municipal and government bonds, money market funds, and interests in unit investment trusts are examples of securities eligible to be held in a TOD Account. Variable and fixed annuities, mutual funds not held at Legent Clearing, options and interests in limited partnerships are examples of securities which cannot be held in a TOD Account. Your Investment Consultant can answer specific questions you may have about whether a particular security may be held in a TOD Account.

Legent Clearing will determine, in its absolute discretion, whether to accept any security in a TOD Account.

**4. Who can be a beneficiary?** One or more natural persons or entities can be designated to receive the securities in a TOD Account. If a trust is designated as a beneficiary, the designation must include the date of the trust agreement and the name of the trustee serving at the time of designation. A designation of a trustee of the trust shall be deemed to include any successor trustee. If a trust designated as a beneficiary is revoked or terminated prior to the death of the last surviving owner of the TOD Account, then the designation for the trust as a beneficiary will be treated as though the owner had designated an individual and that the individual had died prior to the death of the last surviving owner.

**5. What is the relationship between primary and contingent beneficiaries?** The owner(s) of a TOD Account may designate one or more persons or entities to whom the securities in a TOD Account will be transferred upon the death of the owner(s). Each of these persons/entities is a “primary beneficiary.” The sole owner or all joint owners may change the designation of primary beneficiary(ies) at any time by the delivery to and acceptance by Legent Clearing of a new TOD Agreement. The owner(s) may also designate one or more persons or entities to take the securities in the event the primary beneficiary dies. Each of these persons/entities is a “contingent beneficiary.” An owner cannot designate any person as a beneficiary unless such person is alive. For example, the beneficiary designation “the children of John Doe” is not effective. For each beneficiary, the owner(s) must provide the name, address and social security (or tax ID) number. It is also necessary for the owner(s) to specify the percentage of securities in a TOD Account to be transferred to each beneficiary.

**6. What rights does the owner exercise while alive?** The owner(s) of a TOD Account exercise all rights of ownership. If the TOD Account is owned by joint tenants, ownership rights are exercised until the death of the last surviving owner. A beneficiary has absolutely no rights to the securities in a TOD Account until after the death of the last person who had been an owner of the TOD Account.

**7. What documents are necessary to effect transfer upon death?** When the last owner has died, in order that Legent Clearing can transfer securities in a TOD Account to a beneficiary, the following documents must be provided: A. A Death Certificate of the owner (or last owner if the account is jointly owned) of the TOD Account. B. An affidavit signed by a beneficiary to the effect that: (i) the person signing the affidavit is a beneficiary of the TOD Account, (ii) the owner(s) of the TOD Account is/are deceased, (iii) the name, address and social security/tax ID number of each beneficiary having an interest in the TOD Account, (iv) each beneficiary is alive or exists, (v) no dispute exists as to whether each beneficiary is entitled to all or a portion of the securities in the TOD Account, or as to the amount each beneficiary is entitled to, and (vi) if applicable, proof of death of any predeceased beneficiary. C. A waiver of inheritance taxes, if required.

**8. How can a transfer be made to minors or incapacitated persons?** In the event a guardian (or conservator) is appointed to act on behalf of a beneficiary who is an incapacitated person or a person who is a minor, Legent Clearing may, upon request, transfer securities in a TOD Account to such

guardian (or conservator), and receipt by such person operates to discharge Legent Clearing from all claims for the amount of the payment or transfer. Legent Clearing may make distribution to the estate of the owner, and all obligations to the incapacitated person or minor shall be fully discharged.

**9. Can a Power of Attorney be used for a TOD Account?** Yes. All owners of a TOD Account may designate an agent who, under a power of attorney, is selected to act on behalf of the owners of the TOD Account. The agent will have no ownership or rights at the death of an owner unless the agent is also designated a beneficiary.

**10. Can a TOD Account be employed in conjunction with the Uniform Transfer to Minors Act?** Yes. An owner of a TOD Account can designate the custodian properly appointed under the Uniform Transfer to Minors Act (“UTMA”) to receive securities for the benefit of a minor. The ultimate transfer to the minor would be effected pursuant to UTMA.

**11. What procedure will be employed in event of dispute?** Should any dispute arise as to the proper entitlement of the securities in a TOD Account, the person who requests the transfer of securities must provide evidence satisfactory to Legent Clearing that the dispute has been resolved. Legent Clearing will not effect any transfer or other distribution of the securities in the TOD Account until the dispute has been satisfactorily resolved.

**12. What is an ineffectual transfer?** In certain circumstances, a transfer of assets under a TOD Agreement may not be effective as against the estate of a deceased owner of such assets. For example, under Nebraska law, a beneficiary who receives assets may be responsible to account to the personal representative of the estate of the deceased. This condition can develop where the assets of a deceased owner are not sufficient to pay all of the claims against the estate, statutory allowances to the surviving spouse and children, taxes and expenses of administration of the estate.

**13. Does Legent Clearing charge a fee for a TOD Account?** Yes, Legent Clearing charges a one-time fee of \$50.00 to establish a TOD Account. No annual fee is charged. Upon the death of the last owner of a TOD Account, Legent Clearing charges a \$200.00 fee to complete the re-registration and transfer of securities.



5455 N Federal Highway • Suite E • Boca Raton • FL 33487  
TradeKing.com MEMBER FINRA/SIPC

## Deposit Ticket - Request to deposit funds

Mail all checks to:

<u>Regular Mail</u>	<u>Overnight Deliveries</u>
TRADEKING P.O. Box 811690 Boca Raton, FL 33481-1690	TRADEKING 5455 N. Federal Highway, Suite E Boca Raton, FL 33487

Please deposit the enclosed check for \$ \_\_\_\_\_.

to my TradeKing account: \_\_\_\_\_ - \_\_\_\_\_

Make all checks payable to TRADEKING and include your account number on the memo line of your check. TRADEKING does NOT accept third-party checks, starter checks, money orders or credit card checks. Funds deposited via check are subject to a 5 business day hold to clear for trading, 10 business days to withdraw by check or ACH, 30 business days to withdraw by wire. Read more about depositing funds at <https://www.tradeking.com/FAQ/Accounts/depositsTransfers.tmp>

**IRA Accounts** – When mailing a check deposit for your IRA please specify the tax year for the contribution on the memo line of the check (if no year is specified, it will be applied to the current year). Indicate on the check if this is a rollover contribution to an IRA. For rollover funds coming from your personal bank account you must submit a rollover certification form which can be found on our website under Services / Apps and Forms.

**CASHIER'S and BANK checks** – Please instruct your bank to make the check payable to TRADEKING and name you as the REMITTER on the check. Your name must also appear on the TRADEKING account.

©Kane Reid Securities Group, Inc. dba TradeKing  
Member FINRA/SIPC