

Return this completed form by:

Email [clientexperience@tradestation.com](mailto:clientexperience@tradestation.com)

Account Number: .....

IMPORTANT NOTE: Transfer-on-death accounts are not available to residents of all jurisdictions. This form is to be used only by individual or joint account owners. It applies only to the specific TradeStation Securities account identified above, and to no other account. All terms and conditions, disclaimers, disclosures and assumptions of risk presented to you, and which you acknowledged and to which you agreed, when you applied for the identified account continue to apply and remain in full force and effect.

### STEP 1: ACCOUNT NAME AND ADDRESS

The undersigned hereby request(s) that TradeStation Securities, Inc., its successors and assigns ("TradeStation"), establish and maintain the identified account as a Transfer-on-Death Account (the "TOD Account" or "Account") in the following name and with the following address, which the undersigned represent(s) to be the address of primary place of residence:

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| TOD Account Name (e.g., "John Doe, TOD" or "John Doe and Sally Doe, joint tenants with right of survivorship, TOD") |
| Street Address                                                                                                      |
| City / State / Zip Code                                                                                             |

### STEP 2: SPOUSAL CONSENT

This section MUST be completed if EITHER: (i) the Account is a single name account and the undersigned's spouse is not named below as the sole primary beneficiary, OR (ii) the Account is a joint account and the joint tenants on the Account are not married to each other.

The spouse signing below (the "Spouse") represents that (s)he is the spouse of the undersigned and that (s)he consents to the beneficiary designation made below. The Spouse hereby represents that (s)he understands that by signing below (s)he may be waiving his/her rights to any and all property placed at any time into the Account established under this agreement. The Spouse further agrees to release, indemnify and hold TradeStation, its agents, control persons, and affiliates, and any designated beneficiary(ies) hereunder harmless from and against any and all claims or causes of action related to the establishment and maintenance of the Account or to any distribution of assets to such beneficiary(ies). This spousal consent may be revoked at any time, but, in order to be effective, such revocation must be in writing, signed by the Spouse, and received by TradeStation prior to the death of the undersigned or, in the case of joint accounts, of the survivor of the undersigned.

|                     |                      |
|---------------------|----------------------|
| Signature of Spouse | Signature of Witness |
| Name of Spouse      | Name of Witness      |
| Address             | Address              |
| City / State / Zip  | City / State / Zip   |

### STEP 3: ESTABLISHMENT OF ACCOUNT

(Please initial either A or B).

A. \_\_\_\_\_ Please establish the identified account as a TOD Account in the name listed in Step 1.

B. \_\_\_\_\_ Please change the title on the following TradeStation account to the title listed in Step 1:

.....  
[Insert TradeStation Account Number]

**STEP 4: PRIMARY BENEFICIARY DESIGNATION** (if this is a joint account with right of survivorship, the transfer on death is triggered upon the death of the last surviving joint account owner; if this is a joint tenant-in-common account, this form may not be right for you unless each of you want your ownership share of the account, upon your death, to go to precisely the same beneficiaries as set forth below)

The undersigned designate(s) the following individual(s), trust(s), guardianship(s), entity(ies), and/or custodian(s) under the Uniform Transfer to Minors Act as beneficiary(ies) of the assets in the Account upon the death of the undersigned or, if the Account is a joint account, upon the death of the survivor of the undersigned (if a joint account with right of survivorship). **(Note: Please be sure percentages add up to 100%).**

|          |                                |          |                                |          |                                |
|----------|--------------------------------|----------|--------------------------------|----------|--------------------------------|
| 1 ____ % | Beneficiary Name               | 2 ____ % | Beneficiary Name               | 3 ____ % | Beneficiary Name               |
|          | Address                        |          | Address                        |          | Address                        |
|          | Address                        |          | Address                        |          | Address                        |
|          | Telephone                      |          | Telephone                      |          | Telephone                      |
|          | Social Security/Tax I.D. No.   |          | Social Security/Tax I.D. No.   |          | Social Security/Tax I.D. No.   |
|          | Relationship to Account Holder |          | Relationship to Account Holder |          | Relationship to Account Holder |

**STEP 5: CONTINGENT BENEFICIARY DESIGNATION**

If any primary beneficiary listed in STEP 4 above is not living at the death of the undersigned or survivor of the undersigned, that primary beneficiary's share shall pass as follows: **(Please initial appropriate line.)**

- A. \_\_\_\_\_ To the deceased primary beneficiary's lineal descendants.
- B. \_\_\_\_\_ To the surviving primary beneficiaries based upon the ratio of their designated share percentages.
- C. \_\_\_\_\_ To the estate of the undersigned or, for joint accounts, the survivor of the undersigned.
- D. \_\_\_\_\_ To the following contingent beneficiary(ies). **(Note: Please be sure percentages add up to 100%)**

|          |                                |          |                                |          |                                |
|----------|--------------------------------|----------|--------------------------------|----------|--------------------------------|
| 1 ____ % | Beneficiary Name               | 2 ____ % | Beneficiary Name               | 3 ____ % | Beneficiary Name               |
|          | Address                        |          | Address                        |          | Address                        |
|          | Address                        |          | Address                        |          | Address                        |
|          | Telephone                      |          | Telephone                      |          | Telephone                      |
|          | Social Security/Tax I.D. No.   |          | Social Security/Tax I.D. No.   |          | Social Security/Tax I.D. No.   |
|          | Relationship to Account Holder |          | Relationship to Account Holder |          | Relationship to Account Holder |

## STEP 6: ACCOUNT TERMS AND CONDITIONS

**A. TRANSFER ON DEATH.** All property held in the Account will be held by TradeStation Securities, Inc. in "transfer on death" or "payment on death" form, which will have no effect on the undersigned's ownership of the Account during the lifetime of the undersigned. Upon the death of the undersigned (or in the case of a joint account, upon the death of the survivor of the undersigned), TradeStation will distribute the assets of the Account in the designated beneficiary(ies) listed in Steps 3 and 4 and in accordance with paragraph D below.

**B. EFFECT OF TOD REGISTRATION. LIMITED AVAILABILITY.** TradeStation makes no representative regarding the legal effect of this Agreement or the registration of the Account in TOD form and disclaims any responsibility for the legal effect (or any failures thereof) resulting from the execution of this Agreement and the establishment and maintenance of the Account. By signing below, the undersigned represents that (s)he is a permanent resident of a jurisdiction that permits securities and securities accounts to be registered in "transfer on death" or "payment on death" form and that (s)he will promptly notify TradeStation when (s)he ceases to be a resident of such a jurisdiction. TOD Accounts must be single name accounts or accounts for two or more natural persons, held as "joint tenants with rights of survivorship" or as "tenants by the entirety." TOD Accounts are not available to non-natural persons or two or more natural persons with a "community property" or "tenants in common" registration.

**C. SUITABILITY.** By signing below, the undersigned acknowledges that (i) TradeStation has not advised the undersigned as to the suitability of TOD Account, (ii) TradeStation does not provide legal or tax advice and recommends that the undersigned seek the same from a qualified professional prior to establishing a TOD Account, and (iii) as neither this Agreement nor the TOD Account established hereunder constitute or create a trust, TradeStation neither assumes nor owes a fiduciary duty to the undersigned or to any beneficiary hereunder in connection with a TOD Account.

**D. DESIGNATION AND CHANGE OF BENEFICIARIES.** Beneficiary designations must be in writing and must be received by TradeStation at least five business days prior to a distribution of the Account in order to be effective. Beneficiary designations may be changed, modified, or revoked by any of the undersigned at any time. Subsequent designations automatically revoke prior designations. Changes in the relationship between the undersigned and a designated beneficiary, including but not limited to, subsequent marriage, divorce, remarriage or adoption, will not effect a prior designation. If designated percentages for a class of beneficiaries do not equal 100%, the assets of the Account will be distributed pro-rata among that class of beneficiaries, and if no percentages have been indicated, TradeStation will distribute the assets equally among that class of beneficiaries. If no provision has been made for one or more deceased primary beneficiary's share under Step 5, TradeStation will pay such share to the deceased primary beneficiary's lineal descendants or, in the absence thereof, to the estate of the undersigned or survivor of the undersigned. If no primary or contingent beneficiary designation is in effect for the Account

upon the death of the undersigned of the survivor of the undersigned, TradeStation will distribute the assets of the Account to the estate of the undersigned or of the survivor of the undersigned. TradeStation may require such documentation (including, but not limited to death certificates, tax waivers, and affidavits), and take such steps as it deems appropriate prior to distributing the assets of the Account. TradeStation 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 of the Account, and TradeStation shall be entitled to recover all costs and attorneys' fees incurred in connection therewith.

**E. CLEARANCE ACCOUNTS.** If TradeStation carries the Account as clearing agent for a broker other than an affiliate of TradeStation, the undersigned acknowledges and agrees that TradeStation shall have no responsibility or liability for any acts or omissions of such broker, its officers, agents or employees. The undersigned further agrees that the undersigned's broker (its agents and employees) are third-party beneficiaries of this Agreement and that the terms and conditions hereof shall be applicable to all matters between or among any of the undersigned, the undersigned's broker, and TradeStation.

**F. INDEMNIFICATION.** The undersigned, and the estate, heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned agree to release, indemnify and hold TradeStation, 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 undersigned hereunder, (ii) any conflicting beneficiary designation, or any change of beneficiary not received in a timely manner by TradeStation, made by will, trust, or other written instrument, and (iii) any instruction pertaining to the Account received or not received by TradeStation and followed or not followed in good faith.

**G. EFFECT OF AGREEMENT AMENDMENT.** This Agreement is applicable only to the TOD Account established hereunder and, except to the extent inconsistent therewith, supplements but does not replace the terms and conditions of any other agreements the undersigned may have with TradeStation. TradeStation may modify this Agreement at any time upon prior written notice to the undersigned. By continuing to maintain the Account, the undersigned will have indicated acceptance of any such modification. If the undersigned does not accept such modification, (s)he must notify TradeStation in writing, and the Account may, at TradeStation's discretion, be terminated. This Agreement may not be waived, revoked or modified absent a written instrument signed by an authorized representative of TradeStation.

**H. GOVERNING LAW. LEGALLY BINDING.** If the undersigned is a United States resident, this Agreement shall be governed by the laws of the state of residence of the undersigned and applicable federal law. If the undersigned is not a United States resident, this Agreement shall be governed by the laws of the State of Florida and applicable United States federal law. This Agreement shall be binding upon the estate, heirs, executors, administrators, personal representatives, successors and assigns of the undersigned.

**TRADESTATION IS PROVIDING NO ADVICE TO YOU ABOUT HOW TO PROPERLY TRANSFER YOUR ASSETS ON DEATH OR INCAPACITY UNDER LAWS APPLICABLE TO YOUR SITUATION. YOU SHOULD SEEK PROFESSIONAL ADVICE FROM A COMPETENT ATTORNEY-AT-LAW FOR THESE MATTERS.**

|                                     |                                                                                       |      |
|-------------------------------------|---------------------------------------------------------------------------------------|------|
| Signature of Account Holder X       |  | Date |
| Name of Account Holder              |                                                                                       |      |
| Signature of Joint Account Holder X |  | Date |