

Transfer on Death Agreement



Altruist Financial LLC

By electing to add a transfer on death ("TOD") registration to an eligible Altruist account, you agree to the following terms:

Eligible Accounts: Altruist individual and Joint Tenants with Rights of Survivorship ("JTWROS") accounts are the only eligible Altruist accounts for TOD registration. Transfer on Death registrations are not available in all states. If your primary residence is in the state of Louisiana, you are not eligible for TOD registration. By submitting TOD beneficiaries, you represent to us that your primary residence allows for TOD registration. Further, you understand that this registration automatically terminates at any time you no longer have a primary residence in a state that allows for this registration, in which event all designations cease having any legal effect. It is your responsibility to notify us in writing when your primary residence ceases to be in an eligible state, and we will then remove your TOD registration. If you reestablish a primary residence in a state where TOD registrations are offered, you must then submit new TOD beneficiaries. Please consider consulting an attorney, tax professional, or estate planner familiar with your particular situation. Altruist does not give legal or tax advice in connection with the Agreement, and account holders are advised to consult with their legal, tax, financial and estate planning professionals before making any beneficiary designation. By naming a beneficiary under this Agreement, you certify that the law of your state of residence permits TOD accounts and you have verified compliance requirements under such state law and hold Altruist, its affiliates, and their employees and agents harmless for your compliance with the law of your state of residence.

Effectiveness: The beneficiary designation and disposition of assets made under this Agreement will take precedence over any disposition contained in other documents such as a will, trust, premarital or other legal document, even if specific reference is made therein to the Agreement or to one or more specific Accounts, or any oral or written agreement as to the disposition of eligible assets, except by court order received by Altruist in time for it to act before it makes transfers under the Agreement. The Agreement supplements and does not replace any of the terms and conditions of the applicable Customer Agreement for the Account, a fund prospectus or any other terms and conditions between the account holder and Altruist that apply to the Account. If the Agreement should conflict with any such other terms and conditions, the Agreement will control. The Agreement may be amended from time to time by Altruist without prior notice to the account holder. Certain assets, including, but not limited to, any insurance, endowment policy, annuity contract, or limited partnership interests may be ineligible for the Agreement ("ineligible assets"). Altruist disclaims all liability for a failure to transfer any ineligible assets. If an Account should hold ineligible assets at the Date of Death and the disposition of these ineligible assets 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 holder.

Determination of Beneficiaries: Only beneficiaries living on the date of the death of an individual account holder or of the last surviving account holder in eligible joint accounts ("Date of Death") are eligible to receive Account assets. If no selection is made for inheritor type, the default section is per capita.

- **Per Capita:** If per capita is selected, and any beneficiaries predecease the account holder, their allocation will be split among other primary beneficiaries on a prorated basis. Contingent beneficiaries will only receive assets if all primary beneficiaries predecease the account holder. If the account holder has not designated the beneficiaries for any portion of the eligible assets for any reason, including but not limited to the percentages of eligible assets total less than 100%, or because one or more beneficiaries is deceased on the Date of Death, such eligible assets shall be distributed to the primary beneficiaries who survive the account holder in the same proportion that their original shares bear to each other or, if no primary beneficiary is then living, such eligible assets shall be distributed to the contingent beneficiaries who survived the account holder in the same proportion that their original shares bear to each other. If no primary or contingent beneficiary is living on the Date of Death, the Account assets will be paid to the estate of the account holder.
- **Per Stirpes:** If per stirpes is selected, and any beneficiaries predecease the account holder, their allocation will be split among their lineal descendants by right of representation. For any beneficiaries who predecease the account holder, their share will be distributed to the beneficiary's children in equal shares and, if there are no children, their share will be distributed to the beneficiary's grandchildren in equal shares, and so on. By selecting per stirpes, the account holder acknowledges that "per stirpes" creates a category of beneficiaries (for example, the children of a beneficiary), and therefore may end up including individuals not yet born or adopted. This designation is not available for entity beneficiaries, such as trusts.

Changes to Beneficiary Designation: The account holder(s) may modify or revoke the designations made under the Agreement at any time prior to the account holder's death. Changes in the relationship between the account holder(s) and beneficiary will not, however, automatically revoke any designation.

Indemnity: The account holder(s), the estate, and successors-in-interest of the account holder, including all beneficiaries, shall fully indemnify and hold harmless Altruist, 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 holder, the estate of the account holder and the account holder's heirs, successors and assigns, arising out of or relating to:

- Any conflicting designations of the assets in the account holder's account by will, revocable living trust, or any other instrument;
- Any written change of designated beneficiaries that you have made that is not received in good order by Altruist during the lifetime of the account holder; and
- Delays in distributions

Governing Law: This Agreement and its enforcement are governed by the laws of the state of California.