



## Transfer on Death (TOD) application

Use this form to add beneficiaries on a new/existing account registered in the name of a sole owner or multiple owners with rights of survivorship. The applicable registration types include Individual, Joint Tenants with Rights of Survivorship (two or more owners), Tenants by Entirety (husband and wife), and Survivorship Marital Property (husband and wife residing in the state of Wisconsin).

For assistance in completing this form, call (800) 728-3337 or e-mail: [service@dws.com](mailto:service@dws.com)

### Step 1 | Establishing a TOD account

Please tell us how you would like to establish your TOD account.

Select one:

New account

- I would like to open a new account.
- Also enclosed is a New Account Application that will be used to set up my TOD account.

Existing account

- I already have an individual or joint account that I would like to designate as a TOD account.
- Certificates—for an account with any shares held in certificate form the certificate(s) must be returned in order to complete the re-registration.
- This TOD designation will apply to all funds held in the account now and in the future.
- A signature guarantee is required to establish a transfer on death designation on an existing account. See Step 5.

Account Number

### Step 2 | Account information

Your Name

Social Security Number

Date of Birth – MM/DD/YYYY

U.S. Residential Address (P.O. Box not acceptable)

City

State

Zip

Mailing Address (if different)

City

State

Zip

( )

Daytime Phone Number

Extension

E-mail Address

Joint Owner's Name (if any)

Social Security Number

Date of Birth – MM/DD/YYYY

U.S. Residential Address (P.O. Box not acceptable)

City

State

Zip

Step 3 Beneficiaries

Important information for completing this step:

- There is no need to designate your estate as beneficiary since an account in the name of a single shareholder or in the names of joint shareholders with no TOD direction, will be transferred to the shareholder’s estate upon death of the shareholder or upon the death of the last survivor of joint shareholders.
- If more than two primary and/or two secondary beneficiaries are named, add additional pages with the same information as requested here.
- Surviving multiple primary or contingent (secondary) beneficiaries will share equally, unless a percentage share is provided for each beneficiary.
- Beneficiary designation will be per capita unless otherwise indicated. “Per capita” means that shares pass to all living beneficiaries as indicated. The shares of any beneficiaries who die before the owner of the account are divided among the surviving beneficiaries. If a primary beneficiary does not survive the owner, the percentage of the beneficiary’s share is divided equally among surviving primary beneficiary(ies). Secondary beneficiaries receive distributions only if there are no surviving primary beneficiaries, or if all surviving primary beneficiaries disclaim their rights to the assets of the account.
- We recommend you read the entire Application and Rules before completing this step.

By selecting “Yes” to LDPS below, if that beneficiary dies before you (or the survivor of your beneficiary and any joint owner, if applicable), the beneficiary’s share will pass to his/her lineal descendants per stirpes. “LDPS” following the name of the primary or contingent beneficiary refers to a class of unnamed persons who are the lineal descendants per stirpes of the primary or contingent beneficiary, and who are to take, upon surviving the shareholder, in the place of and with the same priority as the beneficiary would have taken if the beneficiary had survived the shareholder. Lineal descendants, taking as substitutes for a beneficiary, if they are of the same degree of kinship to the nonsurviving beneficiary, share equally, but if they are of unequal degree, then those of more remote degree take the share of their parent by representation.

Primary Beneficiaries

Percentages must equal 100%

|                                   |                     |   |   |
|-----------------------------------|---------------------|---|---|
| _____<br>Name                     | _____<br>Percentage | % | _____<br>O Social Security Number OR O Tax ID                 |
| _____<br>Date of Birth—MM/DD/YYYY |                     |   | LDPS <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____<br>Name                     | _____<br>Percentage | % | _____<br>O Social Security Number OR O Tax ID                 |
| _____<br>Date of Birth—MM/DD/YYYY |                     |   | LDPS <input type="checkbox"/> Yes <input type="checkbox"/> No |

Secondary Beneficiaries (If applicable)

Percentages must equal 100%

|                                   |                     |   |   |
|-----------------------------------|---------------------|---|---|
| _____<br>Name                     | _____<br>Percentage | % | _____<br>O Social Security Number OR O Tax ID                 |
| _____<br>Date of Birth—MM/DD/YYYY |                     |   | LDPS <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____<br>Name                     | _____<br>Percentage | % | _____<br>O Social Security Number OR O Tax ID                 |
| _____<br>Date of Birth—MM/DD/YYYY |                     |   | LDPS <input type="checkbox"/> Yes <input type="checkbox"/> No |

Step 4 Terms

I am (We are) applying for registration of my (our) account in beneficiary form, thereby assigning ownership of the account on my death (or on the death of the survivor of us) to my(our) beneficiary(ies). I (We) direct the Fund to transfer this account, including unpaid distributions or a portion thereof, in accordance with this direction and the Rules of the Fund respecting Transfer on Death directions. I (We) agree that I (we) and my (our) successors and assigns will be bound by the Rules provided for herein.

I (We) certify that I (we) have the power and authority to establish this account in the manner elected.

I (We) release the Fund and its agents and representative from all claims, demands, suits, actions, liabilities and responsibilities whatsoever and agree to indemnify them from any and all liabilities, cost or expense whatsoever, including attorneys’ fees for acting in good faith in accordance with the instructions selected herein. I (We) further certify that I(we) have received and read the current prospectus for the Fund(s). I (We) further certify that I(we) have received, read and accept the Rules for Registering Ownership of Accounts with Transfer on Death (TOD) Designation (“Rules”). This account is subject to the terms of the Fund’s prospectus and the rules and regulations of the Fund, as amended from time to time, and the terms herein set forth, and is subject to acceptance by the Fund, to the Nonprobate Transfers Law of Missouri (Revised Statutes of Missouri Chapter 461). All terms of this application and the Rules shall be binding upon my (our) heirs and assigns.

Step 4 Terms (continued)

If I am the sole owner of the account and if I am married, I understand that if I designate a beneficiary other than my spouse, then my spouse must approve my designation of beneficiary by signing in Step 6. I understand that a change in my marital status before my death may make my designation of beneficiary ineffective. I understand that any person whom I marry after I make this designation must consent to my designation.

If there are joint owners of the account other than two joint owners married to each other, and any of us are married, we understand that our respective spouse(s) must approve our designation of beneficiary by signing in Step 6. We understand that a change in marital status of any of us other than by reason of our respective deaths may make our designations of beneficiary ineffective, and we understand that any spouse whom either of us marries after we make this designation must consent to our designation.

I (We) hereby irrevocably constitute and appoint the Fund as Attorney to transfer any shares now held on the records of the Fund, with full power of substitution in the premises.

The Fund, by registering an account as herein provided, agrees to administer the account in accordance with the Rules of the Fund pertaining to Transfer on Death accounts.

By signing this Form, I understand and consent to DWS collection, verification and retention of information (as set forth in this application) that identifies each person who opens an account.

Step 5 Signatures

Each of the undersigned hereby certifies that all account information and disclosures made on this form are true and accurate. Before signing, carefully read the "Rules for Registering Ownership of Accounts with Transfer on Death (TOD) Designation," as they will be binding upon you, your heirs, representatives, successors and assigns. It is recommended that you seek the advice of an attorney with respect to the legal consequences of signing this application. Neither DWS Service Company nor any Fund or any agent or affiliate is responsible for determining the legal and tax consequences to you and your successors of a registration in TOD form. Each of the undersigned hereby agrees to indemnify DWS Service Company, its affiliates, and each of its officers, directors, employees and agents, and the DWS funds from and against any and all losses, claims and expenses (including court costs and reasonable attorney's fees) directly or indirectly resulting from DWS Service Company's acting on this Transfer On Death Application, maintaining this account or transferring assets from this account in accordance with this request. DWS Service Company and the DWS funds will be entitled to attach or debit the account of the TOD beneficiary to the extent necessary to enforce their rights to this indemnity.

**A signature guarantee is only necessary if you are adding a TOD designation to an existing account. When a Change of Account Ownership form is submitted with a Transfer on Death Application, a signature guarantee is only required on the Change of Account Ownership form.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date - MM/DD/YYYY

Affix Medallion Signature Guarantee or Guarantee stamp  
(a notary seal is not acceptable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date - MM/DD/YYYY

Affix Medallion Signature Guarantee or Guarantee stamp  
(a notary seal is not acceptable)

**Special note to Medallion Signature Guarantee guarantors:** By affixing the Medallion Signature Guarantee, you are verifying the identity of the individuals and entities assigned to this account and are accepting liability for any misrepresentation as it applies to this registration and any accompanying documentation.

## Medallion Signature Guarantee

A Medallion Signature Guarantee is issued by a bank, savings and loan, trust company, credit union, broker/dealer, or any member or participant of an approved signature guarantee program. Please note that a notary public is not an acceptable guarantor. An officer of the institution will ask for identification to be sure that you are, in fact, the person identified on this form and the person signing it. Once the guarantor has reviewed your request, verified your identity and your authority to act on the account presented to them, they will affix a Medallion Signature Guarantee stamp to your form.

DWS prefers Medallion Signature Guarantee stamps. We must receive an original stamp. If more than one signature is required on this form, we will need separate stamps for each signature. If you are obtaining a non-Medallion Signature Guarantee, please contact us. We may require additional documentation to complete your request.

**If you are the sole owner of this account, your spouse must sign below if he/she is not named as sole beneficiary. If joint tenants are owners of account, spouse(s) of the married owner(s) must sign below. If co-owners are married to each other, no spousal consent is necessary. Please consult an attorney with any questions about the potential state and tax law implications of this specific section and completion of this form in general. It is your responsibility to determine if this section applies.**

As the spouse of the co-owner of the account, I hereby consent to the beneficiary designation stated in this form.

\_\_\_\_\_  
Spouse's Name

\_\_\_\_\_  
Joint Owner's Spouse's Name

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Joint Owner's Spouse

\_\_\_\_\_  
Date - MM/DD/YYYY

\_\_\_\_\_  
Date - MM/DD/YYYY

## Please mail completed form to:

DWS Service Company  
P.O. Box 219151  
Kansas City, MO 64121-9151

### Overnight Address:

DWS Service Company  
430 W. 7th Street  
Suite 219151  
Kansas City, MO 64105-1407



# Rules for Registering Ownership of Accounts with Transfer on Death (TOD) Designation

Retain these pages for your records

## Step 1 | TOD rules and definitions

- A) These Rules govern the making, acceptance and execution of TOD directions for accounts registered or to be registered in beneficiary form. They may be amended from time to time and notice of any amendment shall be given to shareholders with accounts registered in TOD form. The agreement between the shareholder and Fund and the interest of the shareholder's beneficiary embodied in these Rules shall be governed by and construed in accordance with the Nonprobate Transfers Law of Missouri. Shareholder hereby agrees that jurisdiction and venue shall be in a court of competent jurisdiction in Kansas City, Jackson County, Missouri, USA and irrevocably appoints the secretary of state of Missouri as its agent for the receipt of process or other notice in any judicial proceedings arising in connection with any TOD direction or Account.
- B) Any notice, announcing that a change or amendment has been made to these rules governing registration of accounts in beneficiary form, may be given in any mailing to the Fund's shareholders. The notice shall state the date from which the amended rules will apply to TOD registered accounts and how a shareholder may obtain a complete copy of the amended rules. The Rules and state law in effect on the day of the shareholder's death shall govern the transfer to the shareholder's beneficiary and the rights and obligations of the parties.
- C) All directions, notices, claims or other communications that the shareholder or the shareholder's beneficiary is required by these Rules to furnish to the Fund shall be sent to the Fund's transfer agent as shown in the Fund prospectus or such other address as the Fund may from time to time specify in a written notice to the shareholder.
- D) For the purpose of these Rules and unless the context otherwise requires:
1. "Person" includes living individuals, entities capable of owning property and fiduciaries.
  2. "Primary Beneficiary" means a named person or persons designated by a shareholder in a TOD direction who is to take upon surviving the shareholder.
  3. The words "transfer on death to" or "TOD" are shown on the account records immediately following the name of the shareholder(s) and before the designation of the beneficiary. It is a direction to transfer on death of the shareholder or on the death of the surviving joint tenant the account to the surviving beneficiary designated by the shareholder in a TOD direction. "TOD" is an abbreviation sometimes used in these rules for the words "transfer on death to." References to the death of a shareholder shall mean the death of the surviving joint tenant shareholder.
  4. "Fund" means (i) any DWS funds held in the account at any time, (ii) the Fund's transfer agent and/or shareholder service agent, currently DWS Service Company, and (iii) their respective affiliates, officers, directors, employees and agents.
  5. "Joint owners" means persons who hold the account jointly with the right of survivorship and a husband and wife who hold the account as tenants by the entirety.
  6. "Account" means an account holding a shareholder's uncertificated shares and unpaid distributions.
  7. "Distributions" means income dividends and capital gain dividends or distributions.
  8. "Shareholder" means the account's registered owner or, if the account is held by two or more joint owners, any such owners or the survivor of them.
  9. "Contingent Beneficiary" means a person designated by a shareholder in a TOD direction who is to take ownership upon surviving the shareholder if the primary beneficiary fails to survive the shareholder.
  10. "%" means percent. The portion of the shareholder's interest that is to be transferred to a beneficiary.

continued on next page

## Step 1 | TOD rules and definitions (continued)

11. When the word “survive” or its derivatives is used, it means surviving the shareholder or surviving the joint tenant shareholder as provided in these Rules.
12. “Per capita” means that shares pass to all living beneficiaries as indicated. The shares of any beneficiaries who die before the owner of the account are divided among the surviving beneficiaries. If a primary beneficiary does not survive the owner, the percentage of that beneficiary’s share is divided equally among the surviving primary beneficiary(ies). Secondary beneficiaries receive distributions only if there are no surviving primary beneficiaries, or if all surviving primary beneficiaries disclaim their rights to the assets of the account.
13. “LDPS” means an abbreviation following the name of a primary or contingent beneficiary which refers to a class of unnamed persons who are the lineal descendants per stirpes of the primary or contingent beneficiary, and who are to take, upon surviving the shareholder, in the place of and with the same priority as the beneficiary would have taken if the beneficiary had survived the shareholder. Lineal descendants, taking as substitutes for a beneficiary, if they are of the same degree of kinship to the nonsurviving beneficiary, share equally, but if they are of unequal degree, then those of more remote degree take the share of their parent by representation. Example: John Jones, an individual owner, specifies in a TOD direction that the TOD beneficiary on his account is William Jones LDPS and Susan Jones LDPS. If William Jones does not survive John Jones but has two children who survive John Jones, the children would each receive one-half of William Jones’s share. If Susan Jones does not survive John Jones but has one child who survives John Jones and one who does not, and two grandchildren (children of Susan Jones’s deceased child) who survive John Jones, Susan Jones’s child would receive one-half of her share and the grandchildren would each receive one-quarter of her share.

## Step 2 | Registration of accounts and certificates in beneficiary form

- A) Once an account is registered as TOD, it constitutes the agreement of the Fund and the shareholder(s) that ownership of the account, including any unpaid distributions, will be transferred on death of the shareholder or the last survivor of the joint shareholders to the shareholder’s beneficiary in accordance with the TOD direction provided by the shareholder and these Rules, subject to revocation and change and subject to all debits and credits applicable to the account as provided herein.
- B) Acceptance by the Fund of a TOD direction from a shareholder is conditioned upon the shareholder’s agreement that the Fund shall have the protection of all Rules stated herein, as amended from time to time.
- C) The shareholder may designate one or more primary beneficiaries, or one or more primary beneficiaries and one or more contingent beneficiaries in a TOD direction. Any primary or contingent beneficiary’s share may be designated to that beneficiary’s lineal descendants per stirpes (“LDPS”) by including after the name of the beneficiary the words “and lineal descendants per stirpes” or the abbreviation “LDPS” on the TOD application. TOD beneficiaries may not be designated by class, such as children, heirs or descendants except for the use of LDPS as provided herein.
- D) When multiple primary or multiple contingent beneficiaries are designated, the shareholder may provide for distribution in equal shares or in unequal shares to each named beneficiary. If a percentage share is not stated for each beneficiary, or if the stated percentage of shares does not add up exactly to 100%, surviving multiple primary or contingent beneficiaries will share equally.
- E) A shareholder may designate as a beneficiary a trustee of an express trust whether presently existing or to be established on death of the shareholder.
- F) A shareholder may designate a minor as a beneficiary of a TOD account only if a custodian, trustee, or guardian is set forth for the minor. By not providing a custodian, trustee, or guardian, the shareholder is representing that all of the named beneficiaries have reached the age of majority and are not minors.
- G) A shareholder need not designate the shareholder’s estate as a TOD beneficiary, since an account in the sole name of a single shareholder or in the names of joint shareholders with no TOD direction will be transferred on death of the shareholder or on the death of the last survivor of joint shareholders to the shareholder’s estate.
- H) A shareholder making a TOD direction for an account must make the TOD direction in writing on an application provided by the Fund.
- I) TOD directions will be accepted only for an account issued, registered or to be registered in the name of a sole owner or multiple owners with rights of survivorship. The applicable registration types include Individual, Joint Tenants with Rights of Survivorship (two or more owners), Tenants by Entirety (husband and wife), and Survivorship Marital Property (husband and wife residing in the state of Wisconsin).
- J) The Fund’s acceptance of a shareholder’s request for registration of a TOD account is effective when the application is submitted by the shareholder in proper form and accepted by the Fund prior to the shareholder’s death.

## Step 2 Registration of accounts and certificates in beneficiary form (continued)

- K) 1. TOD directions will not be accepted from an attorney-in-fact or from tenants in common, life tenants, fiduciaries, partnerships, corporations, associations, or other legal entities or community property registrations.
2. A TOD beneficiary may not be designated for a limited estate of the shareholder's interest in the account, and no attempted direction to transfer the account to a beneficiary for a term of years or for the life of the beneficiary will be accepted.
3. The Fund may refuse to accept a TOD direction if the number of beneficiaries and/or the length of their descriptions makes it impractical, in the Fund's sole discretion, to accurately execute the shareholder's TOD direction.

## Step 3 Incidents of TOD instructions

- A) A TOD direction remains revocable until the death of the shareholder or the death of the last survivor of joint shareholders and may not be made irrevocable. Except as provided herein, a TOD direction may only be revoked or changed when a written request is submitted by the shareholder in proper form and accepted by the Fund. A TOD direction may not be revoked or changed by a provision in any shareholder's will, or by any telephone conversation.
- B) A written request for revocation or change in a TOD direction for an account is effective when submitted by the shareholder in proper form, to and accepted by, the Fund prior to the shareholder's death. If the account is owned by joint shareholders, while both shareholders are living, a written request to revoke or change the TOD direction for an account must be signed by both shareholders.
- C) A guardian, conservator or attorney-in-fact may not revoke or change a TOD direction of the shareholder except by court order approving the revocation or change.
- D) Aside from the exceptions provided in these Rules, if the ownership of a TOD account is subsequently changed by the shareholder(s) of the account, all TOD beneficiary designations are revoked and a new TOD Application must be completed to reinstate TOD designations.
- E) If a shareholder who has an effective TOD registration pledges shares and the account registration is changed to include the name of the pledgee, the TOD direction is revoked. When Fund shares are pledged and the account registration has not been changed to include the name of the pledgee, the TOD direction is not revoked. However, any death benefit rights of a TOD beneficiary are subject to satisfaction of the pledge if the shareholder dies before the pledge is terminated.
- F) If a child or children are born to or adopted by the shareholder after the shareholder makes a TOD designation which is in force at the shareholder's death, such child or children shall not be entitled to any portion of the shareholder's account by reason of the shareholder's death.
- G) The death of any one joint owner of an account registered in TOD form will not revoke the TOD registration. Upon the death of any one joint owner, the account will be transferred to the surviving joint owner(s) when the Fund receives documentation otherwise required on the death of a joint owner. The surviving joint tenant(s) may change or delete the TOD registration in accordance with these Rules.
- H) 1. A TOD beneficiary, including a lineal descendant substitute of a nonsurviving TOD beneficiary when LDPS distribution has been selected, is not entitled to a transfer of the shareholder's account unless the beneficiary survives the shareholder's death by 120 hours. If a TOD beneficiary survives the shareholder by 120 hours and subsequently dies, any TOD transfer designated for the deceased beneficiary will be made to the estate of the deceased beneficiary. If the time of death of the shareholders, or of a TOD beneficiary or any of them, cannot be determined, and it cannot be established that a TOD beneficiary has survived the shareholder or the last surviving joint tenant shareholder by 120 hours, it will be deemed that the beneficiary failed to survive for the required period, and the Fund shall execute the TOD direction and make the transfer as if the beneficiary had not survived the death of the shareholder or the last surviving joint tenant shareholder.
2. A legal entity designated as a beneficiary that does not exist on the date of the shareholder's death will be deemed not to have survived the shareholder.
- I) 1. If, after a shareholder makes a beneficiary designation in favor of the shareholder's spouse, the marriage is dissolved or annulled and the shareholder and that beneficiary are not married to each other at the shareholder's death, the beneficiary designation in favor of the shareholder's former spouse or a relative of the shareholder's former spouse is revoked on the date the marriage is dissolved, whether or not the beneficiary designation refers to marital status. The former spouse or relative of the former spouse shall be deemed to have predeceased the shareholder.
2. Subsection 1 of this Section I does not apply to a beneficiary designation in favor of a spouse that is made after the marriage was dissolved, or that expressly states that marriage dissolution shall not affect the designation of a spouse or relative of the spouse as beneficiary. Additionally, Subsection 1 of this Section I does not apply to a beneficiary designation that is made pursuant to a written agreement between a shareholder and the shareholder's spouse or a court order with respect to a property settlement on dissolution of their marriage.
- J) The Fund shall not be responsible to any TOD designated beneficiary for dividends or other distributions issued and/or paid from a TOD account after the shareholder's death but before presentation of the documents required by the Fund.

- A) A written request for the execution of the TOD direction may be made by any TOD beneficiary or the personal representative of the shareholder's estate. The Fund shall transfer the account and any unpaid distributions to the beneficiary(ies) who survive(s) the shareholder upon the Fund's receipt of documentation as designated by the Fund.
- B) If a single primary beneficiary has been designated and survives, the transfer shall be made to the primary beneficiary. If LDPS distribution has been selected for the primary beneficiary and the primary beneficiary does not survive the shareholder, the transfer shall be made to the primary beneficiary's lineal descendants per stirpes who survive the shareholder.
- C) If multiple primary beneficiaries have been designated, the transfer shall be made to the surviving primary beneficiaries in equal shares or in the percentage stated in the TOD direction for each primary beneficiary. If LDPS distribution has been selected for a primary beneficiary who does not survive the shareholder, the nonsurviving beneficiary's share shall be transferred to that beneficiary's lineal descendants per stirpes who survive the shareholder.
- D) If a multiple primary beneficiary does not survive the shareholder and LDPS distribution has not been selected or, if LDPS distribution has been selected and the nonsurviving primary beneficiary has no lineal descendants who survive the shareholder, the nonsurviving primary beneficiary's share shall be transferred in equal amounts to the surviving primary beneficiaries, and the surviving lineal descendants per stirpes of nonsurviving primary beneficiaries for whom LDPS distribution has been selected, in the proportion that their shares bear to each other.
- E) If a single primary beneficiary does not survive the shareholder and LDPS distribution has not been selected or, if LDPS distribution has been selected and the nonsurviving primary beneficiary has no lineal descendants who survive the shareholder, the nonsurviving primary beneficiary's share shall be transferred to the surviving contingent beneficiaries in equal shares or in the percentage stated in the TOD direction for each contingent beneficiary, and the surviving lineal descendants per stirpes of nonsurviving contingent beneficiaries for whom LDPS distribution has been selected, in equal shares or in the percentage stated in the TOD direction for each contingent beneficiary.
- F) If a multiple contingent beneficiary does not survive the shareholder and LDPS distribution has not been selected, or if LDPS distribution has been selected and the nonsurviving contingent beneficiary has no lineal descendants who survive the shareholder, the nonsurviving contingent beneficiary's shares shall be transferred in equal amounts to the surviving contingent beneficiaries, and the surviving lineal descendants per stirpes of nonsurviving contingent beneficiaries for whom LDPS distribution has been selected, in the proportion that their shares bear to each other.
- G) If a shareholder making a TOD direction has no primary or contingent beneficiaries who survive the shareholder's death and, where LDPS distribution has been selected, and none of the beneficiaries has lineal descendants who survive the shareholder, the transfer shall be made to the shareholder's estate for distribution according to the laws of Missouri governing succession to property owned by the shareholder at death.
- H) If no percentage of the shareholder's interest is stated for multiple beneficiaries, either primary or contingent, then surviving multiple beneficiaries, and the surviving lineal descendant substitutes of a nonsurviving beneficiary for whom LDPS distribution has been selected, share equally. If a percentage of the shareholder's interest is stated for multiple beneficiaries, either primary or contingent, then surviving multiple beneficiaries, and the surviving lineal descendant substitutes of a nonsurviving beneficiary for whom LDPS distribution has been selected, share in the proportion that their shares bear to each other.
- I) If LDPS distribution has been selected, then surviving lineal descendant substitutes of a nonsurviving beneficiary take the share of their deceased parent by representation as provided by Rule 4H and do not share equally with named beneficiaries.
- J) If, within one year of the shareholder's death, it has not been determined that a nonsurviving beneficiary for whom LDPS distribution applies had lineal descendants or that any of the nonsurviving beneficiary's lineal descendants survived the shareholder, then the transfer may be made as is would be made if the beneficiary's descendants did not survive the shareholder.
- K) There is no right of survivorship among multiple TOD beneficiaries who do not survive the shareholder's death by 120 hours. The share of any subsequently deceased beneficiary shall be transferred to that beneficiary's estate.
- L) Whenever a transfer is directed by LDPS following a beneficiary's name to the beneficiary's lineal descendants per stirpes, the transfer shall be made to such children and more remote lineal descendants of the named beneficiary who survive the shareholder, and in such proportions, as would result if such survivors were inheriting the shares as personal property of the named beneficiary under the laws of Missouri if the named beneficiary had died more than 120 hours after the death of the shareholder intestate, unmarried and domiciled in Missouri.
- M) If a surviving beneficiary or descendant substitute disclaims a transfer under a TOD direction in whole or in part and in a manner provided by law, before the Fund makes a transfer pursuant to the TOD direction, the portion disclaimed shall be transferred as if the beneficiary or descendant had not survived the shareholder or descendant had not survived the shareholder. The possibility that a surviving beneficiary or descendant substitute may disclaim a transfer shall not require the Fund to withhold making the transfer in the normal course of business.
- N) The execution of the TOD direction cannot be made under 4J above if a beneficiary cannot be located because the required information and documentation cannot be provided. However, if a beneficiary or beneficiary substitute is missing and does not furnish the Fund with the required information and documentation within one year of the death of the shareholder, the Fund may in its discretion transfer the shares as if the missing beneficiary or beneficiary substitute did not survive the deceased shareholder.

- A) The shareholder agrees that the Fund shall have the protection provided in these Rules for executing the shareholder's TOD direction to transfer the shareholder's account and unpaid distributions on the shareholder's death to the shareholder's TOD beneficiary in accordance with the shareholder's TOD direction and these Rules.
- B) The Fund may rely and act upon any document reasonably believed by it to be genuine, including: (i) a certified or authenticated copy of a death certificate issued by an official or agency of the place where the death occurred as showing the fact, place, date, time of death and the identity of the decedent, and (ii) a certified copy of any report or record of a governmental agency, domestic or foreign, that a person is missing, detained, dead or alive and the dates, circumstances and places disclosed by the record or report.
- C) The Fund shall not have any duty (i) to verify information in a request for execution of the shareholder's TOD direction submitted in accordance with Rule 4A; (ii) to give notice to any person of the date, manner and/or persons to whom a transfer will be made under the shareholder's TOD direction except as provided in Rule 5D; (iii) to attempt to locate any beneficiary; or lineal descendant substitute, or determine whether a nonsurviving beneficiary or descendant has lineal descendants who survived the shareholder; (iv) to locate a trustee or custodian, obtain appointment of a successor trustee or custodian, or discover the existence of a trust instrument or will that creates an express trust; (v) to determine any fact or law that would cause the shareholder's TOD direction to be revoked in whole or in part as to any person because of change in marital status or other reason or that would qualify or disqualify any person to receive a distribution provided in the shareholder's TOD direction, or change the distribution provided in the shareholder's TOD direction; (vi) to respond to inquiries from any one other than the shareholder during the shareholder's lifetime; or (vii) to mail any notices with respect to these Rules to an address other than the address of record.
- D) 1. The Fund shall have no duty to withhold making the transfer based upon knowledge of any fact or claim adverse to the transfer that is to be made, unless, prior to the transfer, the Fund receives written notice, at a place and time and in a manner which affords a reasonable opportunity to act upon it before the transfer is made, that (i) asserts a claim of beneficial interest in the transfer adverse to the transfer to be made; (ii) gives the name of the claimant and an address for communications directed to the claimant; (iii) identifies the deceased shareholder and the property to which the claim applies; and (iv) states the amount and nature of the claim as it affects the transfer.
2. If a notice as provided in paragraph (1) of this Rule 5D is received by the Fund, the Fund may discharge any duty to the shareholder, shareholder's estate, the shareholder's beneficiary or beneficiaries and the claimant by sending a notice by registered or certified mail (or any other method where delivery can be reasonably evidenced) to the claimant and the persons named in a request for transfer at the addresses given in the notice of claim and request for transfer, stating the number of shares and unpaid distributions to be transferred and the person to whom the transfer will be made.
3. No other notice or other information shown to have been received by the Fund or its agents; or the employees of the Fund or its agents shall affect the Fund's right to the protections provided for in these Rules and in the Nonprobate Transfers Law of Missouri.
- E) The Fund shall not have any responsibility for the application or disposition of the shares, dividends and other proceeds transferred to a trustee or a custodian under the shareholder's TOD direction; and receipt by the trustee or custodian shall fully discharge the Fund from liability to any beneficiary of the trust or custodial property.
- F) Notwithstanding the protections provided the Fund in these Rules, in the event the Fund receives any notice of a claim or fact adverse to the transfer to be made or is uncertain for any reason as to the beneficiary(ies) entitled to receive a transfer, or in the event of a dispute by any beneficiary or the deceased shareholder's estate or any person claiming through the deceased shareholder as to the proper transfer, or of claims to TOD accounts by creditors of the shareholder's estate, surviving spouse, personal representative, heirs or others, the Fund reserves the right to require the parties to adjudicate their respective rights, or to furnish an indemnity bond protecting the Fund. In the event of a dispute over disposition of a TOD account, the Fund may, in its sole discretion, pay the proceeds of such TOD account into a court and obtain reimbursement from the account proceeds for reasonable attorney fees, expenses and costs resulting thereby.
- G) A transfer by the Fund of shares and unpaid distributions in accordance with these Rules and the shareholder's TOD direction, in good faith and in reliance upon information deemed reliable by the Fund, discharges the Fund from all claims for the shares transferred and the amounts paid, whether or not the transfer or payment is consistent with the beneficial ownership of the account as among the shareholder and other parties, the beneficiary(ies) and their successors. The remedy of the rightful transferees shall be limited to an action against the improper transferees.

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