

# Beneficiaries-Transfer on Death

Use this form to establish or update the beneficiaries on a Transfer on Death (TOD) registration on your non-retirement Fidelity Account or Fidelity Funds Account. Do NOT use for retirement accounts or 529 College Savings Plans. Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

#### Helpful To Know

- This form preempts any terms in your will concerning the accounts in question. You may want to review this document with a tax, financial, or legal adviser.
- Tenants-in-common cannot have TOD registrations.
- This form cancels any existing beneficiary information. Be sure this form includes ALL beneficiaries you want on the account(s).
- You can change beneficiaries any time at fidelity.com/ beneficiary. To add or change beneficiaries on other types of accounts, go to fidelity.com/forms.

	Name									
Phone numbers will be used if we have gues-										
tions but will not be	Evening Phone		Daytime	Phone		Extension				
used to update your account information.										
2. Accounts	امماييمامما									
Z. Accounts	included									
For new accounts, att	ach a copy of acco	unt opening form inst	tead of listing a	ccount numbers below.						
List all accounts you want this form to apply to. To indicate differ-	Fidelity Account Number		Fidelity Account N	Fidelity Account	delity Account Number					
ent beneficiaries for	Fidelity Assessment Number				Fiel-lite A	5115. 4				
different accounts, use copies of this form.	Fidelity Account Number		Fidelity Account Number		Fidelity Account Number					
copies of this form.										
3. Beneficia	ries									
Primary Beneficiar	ies									
For each beneficiary	Spouse Name If naming spouse as a beneficiary, do so here.									
you list by name, check	□ Non-Spouse									
a beneficiary type and provide all information.	☐ Trust	Social Security or Taxpayer	· ID Number	Date of Birth MM DD YYYY	Share	Percentage				
A "non-spouse" is	Other Entity					%	Per stirpe			
any individual who is not your spouse under	,	Nama								
federal law.	Non-Spouse Name									
As an alternative to	☐ Trust	Social Security or Taxpayer	ID Number	Date of Birth MM DD YYYY	Share	Percentage				
listing each child by name, you can check "Non-Spouse" and enter "All my children" in the Name box.	Other Entity	Social Security of Taxpayer	ID Number	Date of Birth MM DD 1111	Strate	%	Per stirpe			
	,					76				
	☐ Non-Spouse	Name								
If you outlive the										
beneficiary and you want that beneficiary's share to go to his or her descendants, check "per stirpes."	☐ Trust ☐ Other Entity	Social Security or Taxpayer	· ID Number	Date of Birth MM DD YYYY	Share	Percentage	Per stirpe			
						%	ı			
	_	Name								
	☐ Non-Spouse									
	☐ Trust	Social Security or Taxpayer	· ID Number	Date of Birth MM DD YYYY	Share	Percentage				
	Other Entity					%	☐ Per stirpe			
				Total must add up t	100%	%				
				iotai must add up t	.0 100 /0					

1.925788.101 002070201 Page 1 of 5

Beneficiaries continues on next page.

#### **Contingent Beneficiaries**

Contingent beneficia-	☐ Spouse	Name If naming spouse as a beneficiary, do so he	ere.		
ries receive assets only if no primary beneficiary	Non-Spouse				
survives you.	Trust	Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage	Per stirpes
Do NOT list any primary beneficiaries here.	Other Entity			%	L Ter surpes
A "non-spouse" is any individual who is not		Name			
your spouse under	☐ Non-Spouse				
federal law.	☐ Trust	Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Chara Barrantana	
As an alternative to listing each child by	Other Entity	Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage %	Per stirpes
name, you can check "Non-Spouse" and					
enter "All my children"	_	Name			
in the Name box.	☐ Non-Spouse				
If you outlive the	☐ Trust	Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage	
beneficiary and you want that beneficiary's	Other Entity			%	☐ Per stirpes
share to go to his or her descendants,					
check "per stirpes."	_	Name			
	☐ Non-Spouse				
	☐ Trust	Social Security or Taxpayer ID Number	Date of Birth MM DD YYYY	Share Percentage	
	Other Entity	Social Security of Taxpayer 15 Number	Date of Birth Min DD 1111	-	Per stirpes
				%	
			Total must add up to 100%.	%	
			iotal must add up to 100%.		

Form continues on next page.

1.925788.101 Page 2 of 5 002070202

### 4. Signatures and Dates ALL account owners and authorized individuals must sign and date.

By signing below, you:

- Affirm that the beneficiary information provided on this form replaces any prior beneficiary information that may be on record for the indicated account(s).
- Acknowledge that you have received and agree to all terms in the attached Designated Beneficiary Agreement.
- Acknowledge that, if you check "per stirpes," that any share otherwise payable to a beneficiary shall instead be paid to that beneficiary's surviving descendants by right of representation if the original beneficiary does not survive the account owner(s).
- Acknowledge 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.
- Acknowledge that listing beneficiaries by name does NOT create a category of beneficiaries, and that if you later want to include other beneficiaries, you will need to submit a new beneficiary form.
- Acknowledge that if you do not provide percentages, the account will be divided equally among primary beneficiaries or among contingent beneficiaries, as applicable.
- Agree that Fidelity has no obligation to locate or notify any beneficiary or to

- independently verify any information submitted by any person claiming an interest in your account.
- Agree that if your beneficiary allocation totals at least 99%, but less than 100% (e.g., 3 named beneficiaries are each assigned a 33% interest in the account), Fidelity will assign the unallocated remainder to the first named beneficiary.
- Agree that when your assets are distributed to your beneficiaries, fractional shares that can not be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account's assets or, if each beneficiary is receiving an equal percentage, to the last paid beneficiary.

Print Owner/Authorized Individual Name	
Signature	Date MM DD YYYY
SIGN	
Print Owner/Authorized Individual Name	
Signature	Date MM DD YYYY
SIGN	

**Did you sign the form?** Send the ENTIRE form to Fidelity. You will receive a "Revised Account Profile" confirming your updates.

Questions? Go to fidelity.com/beneficiary or call 1-800-544-6666.

Use postage-paid envelope, drop off at a Fidelity Investor Center OR deliver to:

Regular mail Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002 Overnight mail Fidelity Investments 100 Crosby Parkway KC1K Covington, KY 41015

On this form, "Fidelity" means Fidelity Brokerage Services LLC and its affiliates. Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. 574792.1.0 (01/12)

1.925788.101 Page 3 of 5 002070203



## Beneficiaries-Transfer on Death

## Designated Beneficiary Agreement Keep this for your records.

This Agreement creates a transfer on death ("TOD") registration for an account upon the death of an individual account holder or of the last surviving account holder in eligible joint accounts ("Date of Death") of a non-retirement Fidelity Account or Fidelity Funds Account (the "Account"). The disposition of assets held in the Account is controlled by the terms of this agreement and the Beneficiaries - Transfer on Death Form (the "Form") which is incorporated into this agreement by reference (collectively, the "Agreement"). "Fidelity" as used herein refers collectively to Fidelity Brokerage Services LLC, Fidelity Distributors Corp, and National Financial Services LLC. The assets in the Account subject to the Agreement ("eligible assets") will be transferred to beneficiaries designated in the Form. The term "account holder" means an individual account owner and, in the case of an eligible joint Account, means each account holder or the last surviving joint owner as indicated by the context. References to the estate of the account holder shall mean the estate of the last surviving account holder. The beneficiary designation and disposition of assets made under the 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 Fidelity in time for it to act before it makes transfers under the Agreement. Fidelity 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. Fidelity has not advised, nor is it obliged to advise account owners, as to the suitability of the Agreement for the account holder. This Agreement does not constitute a trust, and Fidelity has no fiduciary duty as a trustee under the Agreement to the account holder, any beneficiary under the Agreement or any other third party.

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 Fidelity 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 Fidelity by written notice to the account holder and the terms of the Agreement in effect at the death of the last surviving account holder will control the disposition of eligible assets under the Agreement.

While any account holder is living, Fidelity reserves the right to terminate the Account, to revoke the Agreement and to require that assets held in an Account be transferred to an account to which the Agreement does not apply.

Fidelity may refuse to accept any beneficiary designation made by an account holder under the Agreement. Certain assets, including, but not limited to, any insurance, endowment policy or annuity contract, are ineligible for the Agreement ("ineligible assets"). Limited partnership interests may be ineligible assets due to a partnership agreement or transfer agent conditions. Fidelity 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.

**A. Eligibility for the Agreement** In order to be eligible for TOD registration, an account must be a registered individual or eligible joint Account i.e., joint tenants with rights of survivorship, or tenants by the entirety. Accounts with any other registration ("ineligible accounts") must be changed to an eligible Account to qualify for

TOD registration. If an eligible Account is changed from an individual registration to a joint registration or if an eligible Account is changed to an ineligible Account, the Agreement is terminated as of the date of such re-registration and upon the Date of Death all assets in the Account will be paid to the estate of the account holder.

- **B. Effective Date** The effective date of the Agreement is when the Form is signed by the account holder. The Form must be received and accepted by Fidelity no later than thirty (30) days after the Date of Death of the account holder. Fidelity may re-register the Account and dispose of the assets at any time after it has accepted the Form. Any Form that is not signed and dated by the account holder will not be accepted.
- C. Determination of Beneficiaries The term "per stirpes" means that if any primary or contingent beneficiary dies before the account holder but has surviving descendants, that beneficiary's share is paid to such surviving descendants by right of representation, i.e. equally. If the account holder designates beneficiaries as per stirpes, persons within that group of descendents living on the date of the designation and on the Date of Death are included. Otherwise, only named beneficiaries will share in the Account assets, and others who may be in the same group of descendents as named individuals (e.g., other children or grandchildren) but who are not named will not share in the Account assets whether they were born, adopted or otherwise became a member of the group before or after the Effective Date. Only beneficiaries living on the Date of Death are eligible to receive Account assets. Fidelity is authorized to rely on any representation of facts made by the account holder, the personal representative of the estate of the account holder, any beneficiary, or any other person or source deemed appropriate by Fidelity in determining the identity of unnamed beneficiaries.

If a non-person, e.g. a trust or corporation is named as a beneficiary and it is not in effect or in existence on the Date of Death, it will be deemed not to have survived the account holder. To establish facts related to the Account including the time and dates of death, Fidelity may rely on public records including a death certificate and other information furnished to it by a beneficiary, the personal representative of the estate of the account holder, or any other source deemed appropriate by Fidelity.

If your beneficiary allocation totals at least 99%, but less than 100% (e.g., 3 named beneficiaries are each assigned a 33% interest in the account), Fidelity will assign the unallocated remainder to the first named beneficiary.

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. The term "primary beneficiary" shall mean: (1) a named primary beneficiary; or (2) descendants of a deceased named primary beneficiary for whom the account holder has selected per stirpes. Distributions made because the account holder has selected per stirpes shall be paid as follows: the eligible assets are divided into as many equal shares as there are living children of the account holder or designated named beneficiary and deceased children of the account holder or designated named beneficiary who have descendants living. Each living child is allocated one share. The share of each

1.925788.101 Page 4 of 5 002070204

deceased child with living descendants is allocated one share, which is divided equally among such living descendents. This subdivision is repeated at each succeeding generation until the property is fully allocated among living descendants. For example, if per stirpes has been selected and if the account holder at the Date of Death has two living children and one deceased child who has three living children (i.e., grandchildren of the Account Holder), each living child of the Account Holder would receive one-third of the eligible assets and each of the three children of the deceased child would receive one-ninth of the eligible assets. Division among the descendants of a named beneficiary would occur in the same manner as to the share of the named beneficiary. The term "descendants" shall include both natural and legally adopted descendants living at the Date of Death.

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.

**D. Changes to Beneficiary Designations** The account holder may at any time change the named beneficiaries or revoke the designations made under the Agreement. A subsequent Form will revoke a prior designation of beneficiaries when it becomes effective i.e., signed, delivered to and accepted by Fidelity submitted in a form and manner acceptable to Fidelity.

Except as provided with respect to descendants of the account holder who become beneficiaries because the account holder has selected per stirpes, changes in the relationship between the account holder and any other beneficiary, including, but not limited to, subsequent marriage, dissolution of marriage, remarriage or adoption, will not automatically add or revoke designations of beneficiaries. For example, if a former spouse was a designated a beneficiary prior to dissolution of the marriage, the former spouse would remain a beneficiary after the dissolution unless his or her designation as a beneficiary was expressly revoked by execution of a new Form signed by the account holder and received and accepted by Fidelity.

E. Payment on Death Until the Date of Death, the account holder retains complete control over the assets in the Account, the beneficiaries have no interest in the Account, and there will be no transfers made pursuant to the Agreement. All eligible assets in the Account must be held at Fidelity at the Date of Death in order to be distributed to beneficiaries. Fidelity may liquidate assets to pay and transfers will be reduced by any financial obligation of the account holder to Fidelity, including, but not limited to, any margin debt balance or if the Account is subject to any taxes. Transfers shall be increased by any amounts payable to the Account but not paid or credited before the Date of Death. Unless otherwise instructed, all income paid to the Account after the assets have been initially apportioned, i.e. residual income, will be systematically allocated to the beneficiary receiving the largest share proportion of the account assets. If the account is transferred evenly, the income and/or fractional shares will be systematically allocated to the last beneficiary paid. Amounts paid or credited after Date of Death but before Fidelity has had reasonable time to act following the account holder's death will be paid to the estate of the account owner.

Each designated beneficiary must notify Fidelity of the death of the account holder and provide in a timely manner: (1) either the account number of an existing Fidelity account of which the beneficiary is an owner or a completed and signed Change of Registration Form or new account application, as applicable (if not previously provided); (2) a copy of the death certificate; (3) a tax waiver if required by state law; and (4) such additional necessary and/or appropriate information or documents as Fidelity may require. Fidelity may require a certification of the identity of the beneficiaries from the personal representative of the estate of the account holder or any other appropriate person.

Fidelity will require each beneficiary to open an account at Fidelity or to identify an appropriate existing Fidelity account in order to facilitate transfer of the Account's eligible assets and to execute an indemnification in the amount of the Account's assets.

Transfer of assets in the Account will begin as soon as practicable after the Date of Death.

Fidelity has no obligation to: (1) locate any beneficiary, the spouse or legal heirs of any account holder or the personal representative of the estate of any account holder; (2) notify any person of any proposed or completed transfer of eligible assets; or (3) independently verify any information submitted by any person claiming an interest in the Account.

In the event of reasonable doubt as to disposition of Account assets, Fidelity may resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. All legal and other applicable expenses shall be paid from the assets of the Account.

- F. Payments to Minors and Other Beneficiaries Under Incapacity If a beneficiary is a minor or otherwise under a legal disability, Fidelity may, in its absolute discretion, make all, or any part of the distribution for such beneficiary to: (1) a parent of such beneficiary; (2) the guardian, conservator, or other legal representative, wherever appointed, of such beneficiary; (3) an existing custodial account established for such beneficiary under a Uniform Transfers to Minors Act or similar act; (4) any person having control or custody of such beneficiary; or (5) to such beneficiary directly. If there is no person having control or custody or no existing custodial account of such beneficiary a court-appointed custodian or guardian, Fidelity may request such appointment for the distribution of any eligible assets payable to such beneficiary.
- **G. Indemnity** The account holder, the estate and successors-in-interest of the account holder including all beneficiaries, shall fully indemnify and hold harmless Fidelity, 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 designation of a beneficiary made under the Agreement which conflicts with any beneficiary designation made in the account holder's will, trust, premarital, other oral or written agreement or any other legal document.
- Any written change of beneficiaries by the account holder that has not been received by and accepted by Fidelity.
- Any other action taken by Fidelity in opening and maintaining the Account under the Agreement, registering assets in the name of the Account and completing transfers from the Account upon the Date of Death, including, but not limited to, Fidelity's reliance on individuals or sources named in this Agreement.
- **H. Governing Law.** This Agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions. The agreement shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the heirs, personal representatives, successors and assigns of the account holder and the beneficiaries designated by the account holder.

1.925788.101 Page 5 of 5 002070205