



**1. Indicate Action (Check one box only.)**

- Add a new Plan. (Check this box and complete all remaining sections.)
- Change beneficiaries on an existing Plan. (Check this box and complete sections 2, 4, 5, 6 and 7.)
- Revoke an existing Plan. (Check this box and complete sections 2 and 7.)

**2. Account Information**

We respect your privacy. FOLIO*fn* will use the information you provide to open and service your accounts, communicate with you, and provide information about products and services. Read about FOLIO*fn*'s policy at [www.foliofn.com/privacy](http://www.foliofn.com/privacy).

Account Holder(s) Name(s)			
Address	City	State	Zip Code

Is this your primary residence?     Yes     No

If your primary residence is not in one of the states in which FOLIO*fn* offers the Plan, you cannot add FOLIO*fn*'s Designated Beneficiary Plan to your account. Visit [www.foliofn.com](http://www.foliofn.com) or call 1-888-973-7890 to find out if FOLIO*fn* offers the Plan in your state.

**FOLIO*fn* Account Number**   

Type of Registration:     Individual     Joint Tenants with Rights of Survivorship  
     Tenants-by-the-Entirety\*     Community Property with Rights of Survivorship

To verify how your account is currently titled, please refer to your account statement.  
 \*Check this box only if you reside in a state where this type of registration is permitted.

**3. Designate Your Primary Beneficiary**

At the death of the account holder or, in the case of joint tenants, at the death of the last surviving account holder, all of the assets in the account shall be transferred to the following beneficiaries who survive the last surviving account holder by 120 hours. Unless different percentages are indicated below, the assets in the account shall be divided equally among the beneficiaries. If you designate more than one beneficiary, please make sure the percentages add up to 100%

If you later wish to change one or more beneficiaries, you must complete an entirely new Designated Beneficiary Plan Application, listing all the beneficiaries and their respective percentages.

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship		Telephone Number (    )	Date of Birth (mm/dd/yyyy)	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship		Telephone Number (    )	Date of Birth (mm/dd/yyyy)	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship		Telephone Number (    )	Date of Birth (mm/dd/yyyy)	
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

#### 4. Designate Your Contingent Beneficiaries

If any primary beneficiary listed in Section 4 is not living at the death of the last surviving account holder, or does not survive the last surviving account holder by 120 hours, or disclaims the assets, that beneficiary's share shall pass to:

Please check one:

- A.  The other primary beneficiary(ies) pro rata (proportional to the designated percentages)
- B.  My estate and go through probate
- C.  The following contingent beneficiaries proportionate to the designated percentages indicated below.

**If none of the above boxes are selected, and my primary beneficiary listed in Section 4 is not living at the death of the last surviving account holder, or does not survive the last surviving account holder by 120 hours, or disclaims the assets, that beneficiary's share shall pass to the other primary beneficiary(ies) pro rata (proportionate to the designated percentage.)**

Unless different percentages are indicated, those assets shall be divided equally among the contingent beneficiaries below.

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship	Telephone Number ( )	Date of Birth (mm/dd/yyyy)		
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship	Telephone Number ( )	Date of Birth (mm/dd/yyyy)		
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

Designated %	Social Security Number (or Trust's Tax ID Number)	Name (or Name of Trust and Trustees and Date of Trust)		
Home Street Address (no P.O. boxes please)		City	State	Zip Code
Relationship	Telephone Number ( )	Date of Birth (mm/dd/yyyy)		
Country(ies) of Citizenship (Must list all.) <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other: _____		

If you would like to list additional primary or contingent beneficiaries, please attach the information to this form. Please make sure that you clearly indicate primary beneficiaries and any contingent beneficiaries and percentages they are to receive.

Should all designated and contingent beneficiary(ies) disclaim the assets, predecease the account holder or not survive the last surviving account holder by 120 hours, the assets will be distributed to the last account holder's estate.

#### 5. Directions for Distributions of Assets to Minor Beneficiaries

Please check one:

- A.  None of my designated beneficiaries is a minor.
- B.  Please transfer any minor's assets to a Custodial account at FOLIO<sup>fn</sup>, managed by the custodian(s) designated below. In each instance that the assets pass to the designated custodian as the custodian for the designated minor, the assets shall be transferred under the Uniform Transfer to Minors Act (UTMA) or the Uniform Gift to Minors Act (UGMA) or any other similar statute in effect as specified below.
- C.  I understand and accept that a court-appointed guardian may have to be appointed to manage the minor's assets under ongoing court supervision if I do not check "B" above.

If you have checked "B", please list the custodian for each minor beneficiary.

Name of Custodian	As custodian for (Name of Minor Beneficiary) Under the UTMA/UGMA laws of the state of _____ until age _____
Name of Custodian	As custodian for (Name of Minor Beneficiary) Under the UTMA/UGMA laws of the state of _____ until age _____
Name of Custodian	As custodian for (Name of Minor Beneficiary) Under the UTMA/UGMA laws of the state of _____ until age _____
Name of Custodian	As custodian for (Name of Minor Beneficiary) Under the UTMA/UGMA laws of the state of _____ until age _____

## 6. Designated Beneficiary Plan Terms and Conditions

Please read this section carefully and sign below:

**A. Amendment and Account Agreement.** The Designated Beneficiary Plan (the "Plan") adds to, but does not replace, any of the terms and conditions of your FOLIO*fn* Account Agreements and any other agreements between you and FOLIO*fn* that apply to your accounts. The Plan consists of the Plan Application, including the Plan Terms and Conditions, and any other agreements between you and FOLIO*fn* that apply to the Plan. If any of the Plan Terms and Conditions should conflict with those of any other agreements that apply to your FOLIO*fn* accounts, as they may be amended from time to time, the Plan Terms and Conditions will control. Unless otherwise defined, capitalized terms in the Plan Terms and Conditions have the same meaning as in the FOLIO*fn* Account Agreements.

**B. Limited Availability.** Only FOLIO*fn* accounts with Individual or Joint Tenants with Rights of Survivorship (Tenants-by-the-Entirety or Community Property with Rights of Survivorship) registrations are eligible for the Plan. Accounts registered as Tenants-in-Common or Community Property without Rights of Survivorship (and IRAs or other retirement accounts) are ineligible. Your primary residence must be in a state in which FOLIO*fn* offers the Plan. By enrolling in the Plan, you represent to us that your primary residence is in one of these states. You understand that the Plan automatically terminates at any time you no longer have a primary residence in a state that allows for the Plan, 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 an eligible state, and we will then cancel your enrollment in the Plan. If you wish to reestablish a primary residence where FOLIO*fn* offers the Plan, you must complete a new Designated Beneficiary Plan Application, and you are subject to new set-up fees. If you have any questions as to whether your primary residence is in a state where FOLIO*fn* offers the Plan, please visit [www.foliofn.com](http://www.foliofn.com) or call 1-888-973-7890.

**C. Plan Fees.** You will be charged a set-up fee of \$0 to enroll in the Plan. After the last account holder's death, any assets in the account that are transferred out of FOLIO*fn* in certificate form will be assessed the fees then being charged by FOLIO*fn* to distribute in certificate form. Additional fees may be charged for Transfers to other financial institutions or movement of assets to other FOLIO*fn* accounts - see Special Service Fees on our website for a complete list of applicable fees.

**D. Designation of Beneficiaries.** You must designate your beneficiaries in writing on the form provided. Only beneficiaries identified by name (including trusts) will share in the account proceeds. The designation of named individuals who may be in the same class as other individuals (e.g., children and grandchildren) will not automatically include the other members of the class, regardless of the class before or after the date of this Application.

grandchildren) will not automatically include the other members of the class, regardless of the class before or after the date of this Application.

If it cannot be determined whether a beneficiary survived the account holder by 120 hours, the beneficiary will be deemed not to have survived that period.

**E. Revocation and Changes to Beneficiary Designations.** You may change your named beneficiaries, change the percentages that you wish to distribute, or revoke your entire Plan at any time. A subsequent beneficiary designation automatically revokes a prior designation of all beneficiaries, in its entirety, when it becomes effective. In order to be effective, these changes must be made in writing, signed by all living account holders and delivered to FOLIO*fn* prior to the account holder's death. FOLIO*fn* will not honor any change of beneficiary made in a will or trust, except as required by court order delivered to FOLIO*fn*.

An attorney-in-fact, guardian, conservator or other duly authorized and acting representative of the account holder may change or revoke the beneficiary designation only if specifically authorized by a court order or other instrument of appointment delivered and acceptable to FOLIO*fn*.

Changes in the relationship between the account holder(s) and any designated 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 designated 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 in writing that was received by FOLIO*fn*.

**F. Payment on Death.** Beneficiary designations under your own Plan will not be effective until the death of the last surviving account holder. If this is a joint account, the surviving account holder has the right to revoke the Plan or change beneficiaries after your death. All assets in your Plan must be held at FOLIO*fn* in order to be distributed to the named beneficiaries at the (last surviving) account holder's death. Transfers to a beneficiary(ies) include any interest, earnings, dividends, etc., associated with these account assets but not paid or credited before the death of the (last surviving) account holder. FOLIO*fn* has not duty to withhold a transfer based on knowledge of an adverse claim unless written notice is given of that claim that affords FOLIO*fn* reasonable opportunity to act prior to making the transfer. It is the responsibility of each beneficiary designated under the Plan to notify FOLIO*fn* of the death of the account owner and to provide: (1) a completed Designated Beneficiary Plan Distribution Form; (2) a certified copy of the death certificate; (3) a notarized Affidavit of Domicile; and (4) a tax waiver if required by state law.

Furthermore, it may be necessary to require proof of the beneficiary's date of birth or relationship to account holder. We will have no responsibility for locating designated beneficiaries. We reserve the right, in our sole discretion, to require additional documentation, to consult counsel, and to institute legal proceedings in order to determine the proper distribution of account assets, which shall be at the expense of the account.

FOLIO*fn* reserves the right to withhold a certain portion of the proceeds payable to any beneficiary, the distribution to whom would be subject to tax under Chapter 13 (Generation-Skipping Tax) or any other provision of the Internal Revenue Code, or under applicable state laws.

**G. Suitability of the Plan for You.** You acknowledge that FOLIO*fn* has not advised, nor will advise, you on whether the Plan is appropriate for you. You acknowledge that a Plan is a substitute for a will, trust or other testamentary disposition of those assets subject to the Plan designation and may have significant tax, estate planning or other legal consequences. FOLIO*fn* recommends that you seek advice from your tax or estate planning advisor prior to enrolling in the Plan.

You further acknowledge that this Plan does not constitute a trust and that FOLIO*fn* has no fiduciary duty as a trustee under this Plan.

**H. Indemnity.** FOLIO*fn* shall incur no liability for any payment made in good faith pursuant to the Plan. You, on behalf of yourself, your estate and your successors-in-interest, including those receiving payment as designated beneficiaries, agree to indemnify and hold harmless FOLIO*fn*, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to:

- your failure to notify FOLIO*fn* of a change in primary residence or domicile that may cause the Plan not to be applicable at the time of the account holder's death;
- any conflicting designations of the assets in your account by will, revocable living trust or any other instrument;
- any written change of designated beneficiaries that you have made that is not received by FOLIO*fn* during the lifetime of the account holder; and
- any other claims or disputed not dues to FOLIO*fn*'s fault or negligence.

**I. Governing Law.** The Plan and its provisions are effective immediately upon the execution of this Application and receipt by FOLIO*fn*. The Plan is governed by Virginia law and applicable federal law, as applied to contracts entered into and completely performed within Virginia.

**By signing this Agreement, I acknowledge that I received a copy of the terms to retain for my records.**

Please note that your Account Agreement with FOLIO*fn* contains a pre-dispute arbitration agreement. Contact us to obtain a copy. All account holders must sign.

**Signature(s)  
Required**

**X**

Account Holder's Signature

Date

**X**

Account Holder's Signature

Date

