

INDIVIDUAL TRANSFER ON DEATH ACCOUNT AGREEMENT  
(NOT TO BE USED WITH TRUST OR IRA ACCOUNTS)

**I. ACCOUNT INFORMATION**

ACCOUNT TITLE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

**II. AUTHORIZATION**

I authorize Dunham Trust Company or Dunham & Associates Investment Counsel, Inc. (“Dunham”) and/or Gemini Fund Services (“GFS”), as appropriate, to open a transfer on death account according to the terms and condition set forth herein. This agreement does not supersede or in any way affect any other agreements executed by me for my account, and I agree that I continue to be bound by any such agreements.

1. During my lifetime I shall retain full ownership of the securities held in my account. Only I may give instructions to transfer, purchase, or sell securities, money, or other property for my account.
2. Upon receipt of notice of my death Dunham and/or GFS shall, without requiring any further instruction from any other person or entity, transfer all money, securities, and other property from my account to separate new account(s) opened for the following person (“Beneficiary”) or persons (“Beneficiaries”) or, if permitted by applicable law, Contingent Beneficiary or Contingent Beneficiaries, in equal shares, subject to the terms and conditions set forth herein. In keeping therewith, the terms Beneficiary and Beneficiaries shall include Contingent Beneficiary and Contingent Beneficiaries, if applicable.

Each Contingent Beneficiary listed below a Beneficiary shall be treated as Beneficiary in the event that the Beneficiary named above him or her should predecease me.

**III. BENEFICIARIES**

**A. BENEFICIARY NAME:** \_\_\_\_\_

\_\_\_\_\_  
ADDRESS: CITY: STATE: ZIP:

\_\_\_\_\_  
SOCIAL SECURITY or TAXPAYER IDENTIFICATION NUMBER: TELEPHONE NUMBER:

CONTINGENT BENEFICIARY NAME: \_\_\_\_\_

\_\_\_\_\_  
SOCIAL SECURITY or TAXPAYER IDENTIFICATION NUMBER: TELEPHONE NUMBER:

**B. BENEFICIARY NAME:** \_\_\_\_\_

\_\_\_\_\_  
ADDRESS: CITY: STATE: ZIP:



9. In the event that, upon my death, my account reflects a debit balance, Dunham and/or GFS may liquidate any securities, at its discretion, required to satisfy that debit prior to distribution of any money, securities, or other property to the Beneficiary or Beneficiaries.
10. Dunham and/or GFS shall have the right to require execution of further documents by any Beneficiary or the legal representative of any Beneficiary prior to any distribution of the money, securities, or other property in my account.
11. In connection with Dunham's and/or GFS's acting in compliance with this Agreement, I and my estate agree to indemnify and hold Dunham and/or GFS, its affiliates, directors, officers, agents, and employees, and their heirs, executors, administrators, successors, and assigns, harmless from any liability to any person or entity, including but not limited to the Beneficiary or Beneficiaries and/or my heirs, successors, spouse(s), and offspring of any actions taken in opening and maintaining my account, registering my securities or other property, or making the distributions upon receipt of notice of my death.
12. Dunham and/or GFS has no obligation: to locate Beneficiaries; to question or investigate the circumstances of my death as it is reported to them; to determine the age or any other facts about a Beneficiary as per New York Stock Exchange Rule 405 or to the applicable "Know Your Customer" rules; to appoint, if applicable, a custodian or guardian for any minor Beneficiary; to locate or notify any spouse(s), children, or other heirs of mine upon my death; to verify the legality of any distribution under the applicable probate, estate and transfer on death laws of any state where transfer takes place; or to determine which state's law is applicable.
13. Not all states recognize transfer on death registration, and I acknowledge that Dunham and/or GFS is not making any representation as to the validity of this registration as a means of transferring on death in my case. I also acknowledge that I am not relying upon Dunham and/or GFS for any assurances of the validity of the transfer on death registration and will consult with my own attorney or advisor with respect to its appropriateness for me. If I live in a state, which does not recognize Transfer on Death registration, the assets in the account shall be transferred in accordance with the laws of the State of Nevada, if a Dunham Trust Company and/or GFS custodial account, or California, if solely a Dunham & Associates Investment Counsel, Inc. and/or GFS account. If I am a non-U.S. individual establishing this account, I acknowledge and agree that neither Dunham and/or GFS nor my broker-dealer are responsible for compliance with the laws of succession or forced heirship, if any, in my country or domicile and the assets in this account shall be transferred in accordance with the laws of the State of Nevada, if a Dunham Trust Company custodial account, or California, if solely a Dunham & Associates Investment Counsel, Inc. account. I acknowledge and understand that this account may be subject to the U.S. Non-Resident Alien Estate tax and agree that neither Dunham and/or GFS nor my broker-dealer are responsible for my compliance with U.S. tax laws.

**14. ARBITRATION DISCLOSURES**

- (A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- (B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IN IS VERY LIMITED.
- (C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

- (D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

#### **15. ARBITRATION AGREEMENT**

IT IS AGREED THAT ANY CONTROVERSY BETWEEN OR AMONG THE UNDERSIGNED, DUNHAM AND/OR GFS, AND THE FINANCIAL ORGANIZATION OR ANY OF THEM ARISING OUT OF DUNHAM'S AND/OR GFS'S OR THE FINANCIAL ORGANIZATION'S BUSINESS OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (NASD) IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. IN THE EVENT THE UNDERSIGNED DOES NOT MAKE SUCH ELECTION WITHIN FIVE (5) DAYS OF SUCH DEMAND OR NOTICE, THEN THE UNDERSIGNED AUTHORIZES DUNHAM AND/OR GFS TO DO SO ON BEHALF OF THE UNDERSIGNED.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS AND WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

#### **IV. SIGNATURE**

I acknowledge that this Agreement contains a Predispute Arbitration Agreement in paragraphs 14 and 15 hereof.

---

ACCOUNT OWNER'S SIGNATURE

DATE