A BILL ENTITLED

AN ACT concerning

Estates and Trusts – Maryland Fiduciary Access to Digital Assets Act

FOR the purpose of establishing the Maryland Fiduciary Access to Digital Assets Act; authorizing certain fiduciaries to access certain digital assets under certain circumstances; authorizing a certain fiduciary to take certain actions concerning certain digital assets under certain circumstances; providing that, for certain purposes, a fiduciary has the lawful consent of a certain account holder for the custodian to divulge certain content of a certain electronic communication to the fiduciary; providing that, under certain circumstances, a fiduciary is, for the purpose of certain computer–related laws, an authorized user; providing that, except under certain circumstances, a provision in a certain terms–of–service agreement limiting certain access is void as against the strong public policy of the State and is not violated by a fiduciary’s access under this Act; providing that certain choice–of–law provisions in a terms–of–service agreement are unenforceable under certain circumstances; providing that, under certain circumstances, a certain fiduciary may access certain tangible personal property and is an authorized user for the purpose of certain computer–related laws; requiring a custodian to comply with certain requests by a fiduciary under certain circumstances; requiring certain requests by certain fiduciaries to be accompanied by certain documents; requiring a custodian to comply with a request within a certain time period; authorizing a fiduciary to apply for a certain court order under certain circumstances; providing that a custodian and its agents are immune from liability for an act or omission done in good faith compliance with this Act; requiring consideration to be given to the need to promote certain uniformity of the law; providing that this Act modifies, limits, or supersedes certain federal law in a certain manner; providing for the scope and application of this Act; altering certain provisions in certain statutory forms for a power of attorney relating to authority to access and take control of certain digital assets in accordance with this Act; defining certain terms; and generally relating to the Maryland Fiduciary Access to Digital Assets Act.

BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.
Article – Estates and Trusts

Section 15–601 through 15–613 to be under the new subtitle “Subtitle 6. Maryland Fiduciary Access to Digital Assets Act”

Annotated Code of Maryland

(2011 Replacement Volume and 2014 Supplement)

BY repealing and reenacting, with amendments,

Article – Estates and Trusts

Section 17–202 and 17–203

Annotated Code of Maryland

(2011 Replacement Volume and 2014 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

That the Laws of Maryland read as follows:

Article – Estates and Trusts

SUBTITLE 6. MARYLAND FIDUCIARY ACCESS TO DIGITAL ASSETS ACT.

15–601.

(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(B) “ACCOUNT HOLDER” MEANS:

(1) A PERSON THAT HAS ENTERED INTO A TERMS–OF–SERVICE AGREEMENT WITH A CUSTODIAN; OR

(2) A FIDUCIARY FOR A PERSON DESCRIBED IN ITEM (1) OF THIS SUBSECTION.

(C) “ADVISER” MEANS A PERSON DESCRIBED AS AN ADVISER UNDER § 14.5–808(B) OF THIS ARTICLE.

(D) “AGENT” HAS THE MEANING STATED IN § 17–101 OF THIS ARTICLE.

(E) “CARRIES” MEANS ENGAGES IN THE TRANSMISSION OF ELECTRONIC COMMUNICATIONS.

(F) “CATALOGUE OF ELECTRONIC COMMUNICATIONS” MEANS INFORMATION THAT IDENTIFIES:

(1) EACH PERSON WITH WHOM AN ACCOUNT HOLDER HAS HAD AN ELECTRONIC COMMUNICATION;
(2) The time and date of the communication; and

(3) The electronic address of the person.

(G) “Content of an electronic communication” means information concerning the substance or meaning of a communication that:

(1) has been sent or received by an account holder;

(2) (i) is in electronic storage by a custodian providing an electronic communication service to the public; or

(ii) is carried or maintained by a custodian providing a remote computing service to the public; and

(3) is not readily accessible to the public.

(H) “Custodian” means a person that carries, maintains, processes, receives, or stores a digital asset of an account holder.

(I) (1) “Digital asset” means a record that is electronic.

(2) “Digital asset” does not include an underlying asset or liability unless the asset or liability is itself a record that is electronic.

(J) “Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(K) (1) “Electronic communication” means a digital asset stored by an electronic communication service or carried or maintained by a remote computing service.

(2) “Electronic communication” includes any transmission that is included in the definition of “electronic communication” under 18 U.S.C. § 2510(12).

(L) “Electronic communication service” means a custodian that provides to an account holder the ability to send or receive an electronic communication.
(M) “Fiduciary” means an original, an additional, or a successor personal representative, guardian, agent, trustee, or adviser.

(N) “Governing instrument” means a will, a trust, an instrument creating a power of attorney, or any other dispositive or nominative instrument.

(O) (1) “Guardian” means a guardian of the property appointed by a court under Title 13, Subtitle 2 of this article to manage the property of a disabled person or minor or a guardian of the person appointed by a court under Title 13, Subtitle 7 of this article, according to the context in which it is used.

(2) “Guardian” includes a limited guardian.

(P) “Information” means data, text, images, videos, sounds, codes, computer programs, software, or databases.

(Q) “Person” means an individual, an estate, a trust, a business or nonprofit entity, a public corporation, a government or governmental subdivision, an agency, an instrumentality, or any other legal entity.

(R) “Personal representative” means an executor, an administrator, a special administrator, or a person that performs substantially the same function under any law of this State other than this subtitle.

(S) “Power of attorney” has the meaning stated in § 17–101 of this article.

(T) “Principal” has the meaning stated in § 17–101 of this article.

(U) (1) “Protected person” means an individual for whom a guardian has been appointed.

(2) “Protected person” includes an individual for whom an application for the appointment of a guardian is pending.

(V) “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
(W) “REMOTE COMPUTING SERVICE” MEANS A CUSTODIAN THAT PROVIDES
TO AN ACCOUNT HOLDER COMPUTER PROCESSING SERVICES OR THE STORAGE OF
DIGITAL ASSETS BY MEANS OF AN ELECTRONIC COMMUNICATIONS SYSTEM, AS

(X) “TERMS–OF–SERVICE AGREEMENT” MEANS AN AGREEMENT THAT
CONTROLS THE RELATIONSHIP BETWEEN AN ACCOUNT HOLDER AND A CUSTODIAN.

(Y) (1) “TRUSTEE” MEANS A FIDUCIARY WITH LEGAL TITLE TO
PROPERTY UNDER AN AGREEMENT OR A DECLARATION THAT CREATES A
BENEFICIAL INTEREST IN ANOTHER.

(2) “TRUSTEE” INCLUDES AN ORIGINAL, AN ADDITIONAL, OR A
SUCCESSOR TRUSTEE OR COTRUSTEE, WHETHER OR NOT APPOINTED OR
CONFIRMED BY A COURT.

(Z) “WILL” INCLUDES A CODICIL, A TESTAMENTARY INSTRUMENT THAT
ONLY APPOINTS A PERSONAL REPRESENTATIVE, AND AN INSTRUMENT THAT
REVOKES OR REVISES A TESTAMENTARY INSTRUMENT IF THE CODICIL OR
INSTRUMENT SATISFIES THE REQUIREMENTS OF § 4–102, § 4–103, OR § 4–104 OF
THIS ARTICLE.

15–602.

THIS SUBTITLE DOES NOT APPLY TO A DIGITAL ASSET OF AN EMPLOYER USED
BY AN EMPLOYEE IN THE ORDINARY COURSE OF THE EMPLOYER’S BUSINESS.

15–603.

SUBJECT TO § 15–607 OF THIS SUBTITLE AND UNLESS OTHERWISE ORDERED
BY A COURT OR PROVIDED IN THE WILL OF A DECEDED, THE PERSONAL
REPRESENTATIVE OF THE DECEDED MAY ACCESS:

(1) THE CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR
RECEIVED BY THE DECEDED THAT THE CUSTODIAN IS AUTHORIZED TO DISCLOSE
UNDER THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. § 2702(B);

(2) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR
RECEIVED BY THE DECEDED; AND

(3) ANY OTHER DIGITAL ASSET IN WHICH AT DEATH THE DECEDED
HAD A RIGHT OR INTEREST.
15–604.

Subject to § 15–607 of this subtitle, after an opportunity for a hearing under Title 13, Subtitle 2 or subtitle 7 or Title 13.5 of this article, the court may authorize a guardian to access:

(1) The content of an electronic communication sent or received by the protected person that the custodian is authorized to disclose under the Electronic Communications Privacy Act, 18 U.S.C. § 2702(b);

(2) Any catalogue of electronic communications sent or received by the protected person; and

(3) Any other digital asset in which the protected person has a right or interest.

15–605.

(A) Subject to § 15–607 of this subtitle, to the extent a power of attorney expressly grants authority to an agent over the content of an electronic communication of the principal, the agent may access the content of an electronic communication sent or received by the principal that the custodian is authorized to disclose under the Electronic Communications Privacy Act, 18 U.S.C. § 2702(b).

(B) Subject to § 15–607 of this subtitle and unless otherwise ordered by a court or provided by a power of attorney, an agent may access:

(1) Any catalogue of electronic communications sent or received by the principal; and

(2) Any other digital asset in which the principal has a right or interest.

15–606.

(A) Subject to § 15–607 of this subtitle and unless otherwise ordered by a court or provided in the terms of a trust, a trustee that is an original account holder or an adviser to that trustee may access any digital asset held in trust, including any catalogue of electronic
COMMUNICATIONS OF THE TRUSTEE OR ADVISER AND THE CONTENT OF AN ELECTRONIC COMMUNICATION.

(B) SUBJECT TO § 15–607 OF THIS SUBTITLE AND UNLESS OTHERWISE ORDERED BY A COURT OR PROVIDED IN THE TERMS OF A TRUST, A TRUSTEE THAT IS NOT AN ORIGINAL ACCOUNT HOLDER OR AN ADVISER TO THAT TRUSTEE MAY ACCESS:

(1) THE CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR RECEIVED BY THE ORIGINAL OR ANY SUCCESSOR ACCOUNT HOLDER THAT THE CUSTODIAN IS AUTHORIZED TO DISCLOSE UNDER THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. § 2702(b);

(2) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR RECEIVED BY THE ORIGINAL OR ANY SUCCESSOR ACCOUNT HOLDER; AND

(3) ANY OTHER DIGITAL ASSET IN WHICH THE ORIGINAL OR ANY SUCCESSOR ACCOUNT HOLDER HAS A RIGHT OR AN INTEREST.

15–607.

(A) A FIDUCIARY THAT IS AN ACCOUNT HOLDER OR HAS THE RIGHT UNDER THIS SUBTITLE TO ACCESS A DIGITAL ASSET OF AN ACCOUNT HOLDER:

(1) SUBJECT TO THE TERMS–OF–SERVICE AGREEMENT, COPYRIGHT LAW, OR OTHER APPLICABLE LAW, MAY TAKE ANY ACTION CONCERNING THE ASSET TO THE EXTENT OF THE ACCOUNT HOLDER’S AUTHORITY AND THE FIDUCIARY’S POWER UNDER THE LAW OF THIS STATE;

(2) FOR THE PURPOSE OF APPLICABLE ELECTRONIC PRIVACY LAWS, HAS THE LAWFUL CONSENT OF THE ACCOUNT HOLDER FOR THE CUSTODIAN TO DIVULGE THE CONTENT OF AN ELECTRONIC COMMUNICATION TO THE FIDUCIARY; AND

(3) FOR THE PURPOSE OF APPLICABLE COMPUTER FRAUD AND UNAUTHORIZED COMPUTER ACCESS LAWS, INCLUDING § 7–302 OF THE CRIMINAL LAW ARTICLE, IS AN AUTHORIZED USER.

(B) UNLESS AN ACCOUNT HOLDER, AFTER OCTOBER 1, 2015, AGREES TO A PROVISION IN A TERMS–OF–SERVICE AGREEMENT THAT LIMITS A FIDUCIARY’S ACCESS TO A DIGITAL ASSET OF THE ACCOUNT HOLDER BY AN AFFIRMATIVE ACT SEPARATE FROM THE ACCOUNT HOLDER’S ASSENT TO OTHER PROVISIONS OF THE AGREEMENT:
(1) The provision is void as against the strong public policy of this State; and

(2) The fiduciary's access under this subtitle to a digital asset does not violate the terms-of-service agreement even if the agreement requires notice of a change in the status of the account holder.

(C) A choice-of-law provision in a terms-of-service agreement is unenforceable against a fiduciary acting under this subtitle to the extent the provision designates law that enforces a limitation on a fiduciary's access to a digital asset, and the limitation is void under subsection (B) of this section.

(D) As to tangible personal property capable of receiving, storing, processing, or sending a digital asset, a fiduciary with authority over the property of a decedent, protected person, principal, or settlor:

   (1) May access the property and any digital asset stored in the property; and

   (2) Is an authorized user for purposes of any applicable computer fraud and unauthorized computer access laws, including § 7–302 of the Criminal Law Article.

II

   (A) If a fiduciary authorized under this subtitle to access a digital asset of an account holder complies with subsection (B) of this section, the custodian shall comply with the fiduciary's request in a record for:

      (1) Access to the asset;

      (2) Control of the asset; and

      (3) A copy of the asset to the extent authorized by copyright law.

   (B) (1) A request under subsection (A) of this section made by a personal representative authorized under § 15–603 of this subtitle
SHALL BE ACCOMPANIED BY A CERTIFIED COPY OF THE LETTERS OF ADMINISTRATION OF THE PERSONAL REPRESENTATIVE OR COURT ORDER APPOINTING A SPECIAL ADMINISTRATOR.

(2) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY A GUARDIAN AUTHORIZED UNDER § 15–604 OF THIS SUBTITLE SHALL BE ACCOMPANIED BY A CERTIFIED COPY OF THE COURT ORDER THAT GIVES THE GUARDIAN AUTHORITY OVER THE DIGITAL ASSET.

(3) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY AN AGENT AUTHORIZED UNDER § 15–605 OF THIS SUBTITLE SHALL BE ACCOMPANIED BY AN ORIGINAL OR A COPY OF THE POWER OF ATTORNEY THAT AUTHORIZES THE AGENT TO EXERCISE AUTHORITY OVER THE DIGITAL ASSET AND A CERTIFICATION OF THE AGENT, UNDER PENALTY OF PERJURY, THAT THE POWER OF ATTORNEY IS IN EFFECT.

(4) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY A TRUSTEE OR AN ADVISER AUTHORIZED UNDER § 15–606 OF THIS SUBTITLE SHALL BE ACCOMPANIED BY A CERTIFIED COPY OF THE TRUST INSTRUMENT OR A CERTIFICATION OF THE TRUST UNDER § 14.5–910 OF THIS ARTICLE.

(C) (1) A CUSTODIAN SHALL COMPLY WITH A REQUEST MADE UNDER SUBSECTION (A) OF THIS SECTION NO LATER THAN 60 DAYS AFTER RECEIPT.

(2) IF THE CUSTODIAN FAILS TO COMPLY WITH PARAGRAPH (1) OF THIS SUBSECTION, THE FIDUCIARY MAY APPLY TO THE COURT FOR AN ORDER DIRECTING COMPLIANCE.

(D) THIS SECTION DOES NOT LIMIT THE RIGHT OF A PERSON TO OBTAIN A COPY OF A TRUST INSTRUMENT IN A JUDICIAL PROCEEDING CONCERNING THE TRUST.

15–609.

A CUSTODIAN AND ITS OFFICERS, EMPLOYEES, AND AGENTS ARE IMMUNE FROM LIABILITY FOR AN ACT OR OMISSION DONE IN GOOD FAITH IN COMPLIANCE WITH THIS SUBTITLE.

15–610.

IN APPLYING AND CONSTRUING THIS SUBTITLE, CONSIDERATION SHALL BE GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT TO ITS
SUBJECT MATTER AMONG STATES THAT ENACT THE Uniform Fiduciary Access to Digital Assets Act.

15–611.

This subtitle modifies, limits, or supersedes the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq., but does not modify, limit, or supersede § 101(c) of that act, 15 U.S.C. § 7001(c), or authorize electronic delivery of any of the notices described in § 103(b) of that act, 15 U.S.C. § 7003(b).

15–612.

This subtitle applies to:

(1) A fiduciary or an agent acting under a will or power of attorney executed before, on, or after October 1, 2015;

(2) A personal representative acting for a decedent who died before, on, or after October 1, 2015;

(3) A guardianship proceeding, whether pending in a court or commenced before, on, or after October 1, 2015; and

(4) A trustee or an adviser acting under a trust created before, on, or after October 1, 2015.

15–613.

This subtitle may be cited as the “Maryland Fiduciary Access to Digital Assets Act”.

17–202.

“Maryland Statutory Form

Personal Financial Power of Attorney

Important Information and Warning

You should be very careful in deciding whether or not to sign this document. The powers granted by you (the principal) in this document are broad and sweeping. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with
respect to your property (including your money) whether or not you are able to act for yourself.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent’s authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

You need not grant all of the powers listed below. If you choose to grant less than all of the listed powers, you may instead use a Maryland Statutory Form Limited Power of Attorney and mark on that Maryland Statutory Form Limited Power of Attorney which powers you intend to delegate to your attorney–in–fact (the Agent) and which you do not want the Agent to exercise.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

You should obtain competent legal advice before you sign this power of attorney if you have any questions about the document or the authority you are granting to your agent.

DESIGNATION OF AGENT

This section of the form provides for designation of one agent.

If you wish to name coagents, skip this section and use the next section (“Designation of Coagents”).

I, ________________________________________________________________ ,

(Name of Principal)

Name the following person as my agent:

Name of Agent: __________________________________________________

Agent’s Address: __________________________________________________

Agent’s Telephone Number: _________________________________________

DESIGNATION OF COAGENTS (OPTIONAL)

This section of the form provides for designation of two or more coagents. Coagents are required to act together unanimously unless you otherwise provide in this form.

I, ________________________________________________________________ ,

(Name of Principal)

Name the following persons as coagents:
Name of Coagent: ____________________________________________________________

Coagent’s Address: __________________________________________________________

Coagent’s Telephone Number: ________________________________________________

Name of Coagent: ____________________________________________________________

Coagent’s Address: __________________________________________________________

Coagent’s Telephone Number: ________________________________________________

Special Instructions Regarding Coagents: _______________________________________

Designation of Successor Agent(s) (Optional)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____________________________________________________

Successor Agent’s Address: __________________________________________________

Successor Agent’s Telephone Number: _________________________________________

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: _____________________________________________

Second Successor Agent’s Address: ____________________________________________

Second Successor Agent’s Telephone Number: ___________________________________

GRANT OF GENERAL AUTHORITY

I (“the principal”) grant my agent and any successor agent, with respect to each subject listed below, the authority to do all acts that I could do to:
(1) Contract with another person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;

(2) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction;

(3) Seek on the principal’s behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

(5) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(6) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal’s interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and

(7) Do lawful acts with respect to the subject and all property related to the subject.

SUBJECTS AND AUTHORITY

My agent’s authority shall include the authority to act as stated below with regard to each of the following subjects:

Real property – With respect to this subject, I authorize my agent to: demand, buy, sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is asserted; and manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including: (1) insuring against liability or casualty or other loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.
Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Banks and other financial institutions – With respect to this subject, I authorize my agent to: continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal; establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent; contract for services available from a financial institution, including renting a safe deposit box or space in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the custody of, a financial institution money or property of the principal; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal’s order, transfer money, receive the cash or other proceeds of those transactions; and apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler’s checks from a financial institution.

Insurance and annuities – With respect to this subject, I authorize my agent to: continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment; pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender and receive the cash surrender value on a contract of insurance or annuity; exercise an election; exercise investment powers available under a contract of insurance or annuity; change the manner of paying premiums on a contract of insurance or annuity; change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section; apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of
the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or
otherwise, compromise or contest, and apply for refunds in connection with a tax or
assessment levied by a taxing authority with respect to a contract of insurance or annuity
or the proceeds or liability from the contract of insurance or annuity accruing by reason of
the tax or assessment.

Claims and litigation – With respect to this subject, I authorize my agent to: assert and
maintain before a court or administrative agency a claim, claim for relief, cause of action,
counterclaim, offset, recoupment, or defense, including an action to recover property or
other thing of value, recover damages sustained by the principal, eliminate or modify tax
liability, or seek an injunction, specific performance, or other relief; act for the principal
with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the
principal or some other person, or with respect to a reorganization, receivership, or
application for the appointment of a receiver or trustee that affects an interest of the
principal in property or other thing of value; pay a judgment, award, or order against the
principal or a settlement made in connection with a claim or litigation; and receive money
or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Benefits from governmental programs or civil or military service (including any benefit,
program, or assistance provided under a statute or regulation including Social Security,
Medicare, and Medicaid) – With respect to this subject, I authorize my agent to: execute
vouchers in the name of the principal for allowances and reimbursements payable by the
United States or a foreign government or by a state or subdivision of a state to the principal;
enroll in, apply for, select, reject, change, amend, or discontinue, on the principal’s behalf,
a benefit or program; prepare, file, and maintain a claim of the principal for a benefit or
assistance, financial or otherwise, to which the principal may be entitled under a statute
or regulation; initiate, participate in, submit to alternative dispute resolution, settle,
oppose, or propose or accept a compromise with respect to litigation concerning a benefit or
assistance the principal may be entitled to receive under a statute or regulation; and receive
the financial proceeds of a claim described above and conserve, invest, disburse, or use for
a lawful purpose anything so received.

Retirement plans (including a plan or account created by an employer, the principal, or
another individual to provide retirement benefits or deferred compensation of which the
principal is a participant, beneficiary, or owner, including a plan or account under the
following sections of the Internal Revenue Code: (1) an individual retirement account under
Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement
account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed
individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §
408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code
Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit–sharing, stock bonus, or other
retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);
(6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a
nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26
U.S.C. § 409A – With respect to this subject, I authorize my agent to: select the form and
timing of payments under a retirement plan and withdraw benefits from a plan; make a
rollover, including a direct trustee–to–trustee rollover, of benefits from one retirement plan
to another; establish a retirement plan in the principal’s name; make contributions to a
retirement plan; exercise investment powers available under a retirement plan; borrow
from, sell assets to, or purchase assets from a retirement plan. I recognize that granting
my agent the authority to create or change a beneficiary designation for a retirement plan
may affect the benefits that I may receive if that authority is exercised. If I grant my agent
the authority to designate the agent, the agent’s spouse, or a dependent of the agent as a
beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may
make the property subject to that authority taxable as a part of the agent’s estate.
Therefore, if I wish to authorize my agent to create or change a beneficiary designation for
any retirement plan, and in particular if I wish to authorize the agent to designate as my
beneficiary the agent, the agent’s spouse, or a dependent of the agent, I will explicitly state
this authority in the Special Instructions section that follows or in a separate power of
attorney.

Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file federal,
state, local, and foreign income, gift, payroll, property, federal insurance contributions act,
and other tax returns, claims for refunds, requests for extension of time, petitions regarding
tax matters, and other tax–related documents, including receipts, offers, waivers, consents,
including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C.
§ 2032A, closing agreements, and other powers of attorney required by the Internal
Revenue Service or other taxing authority with respect to a tax year on which the statute
of limitations has not run and the following 25 tax years; pay taxes due, collect refunds,
post bonds, receive confidential information, and contest deficiencies determined by the
Internal Revenue Service or other taxing authority; exercise elections available to the
principal under federal, state, local, or foreign tax law; and act for the principal in all tax
matters for all periods before the Internal Revenue Service, or other taxing authority.

DIGITAL ASSETS – WITH RESPECT TO THIS SUBJECT, IN ACCORDANCE WITH THE
MARYLAND FIDUCIARY ACCESS TO DIGITAL ASSETS ACT, MY AGENT SHALL HAVE
AUTHORITY OVER AND THE RIGHT TO ACCESS: (1) THE CONTENT OF ANY
ELECTRONIC COMMUNICATIONS OF MINE; (2) ANY CATALOGUE OF ELECTRONIC
COMMUNICATIONS SENT OR RECEIVED BY ME; AND (3) ANY OTHER DIGITAL ASSET
IN WHICH I HAVE A RIGHT OR INTEREST.

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:
EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

TERMINATION DATE (OPTIONAL)

This power of attorney shall terminate on ______________________, 20 ______.

(Use a specific calendar date)

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my property or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my property:______________________________

Nominee’s address:_________________________________________________________________

Nominee’s telephone number:_________________________________________________________________

Name of nominee for guardian of my person:

Nominee’s address:_________________________________________________________________

Nominee’s telephone number:_________________________________________________________________

SIGNATURE AND ACKNOWLEDGMENT

__________________________________________  __________________________
Your Signature                                      Date

__________________________________________
Your Name Printed

__________________________________________
Your Address

__________________________________________
Your Telephone Number

STATE OF MARYLAND

(COUNTY) OF__________________________________________

This document was acknowledged before me on

__________________________________________
(Date)
This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). You need not give to your agent all the authorities listed below and may give the agent only those limited powers that you specifically indicate.
This power of attorney gives your agent the right to make limited decisions for you. You should very carefully weigh your decision as to what powers you give your agent. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.

If you choose to make a grant of limited authority, you should check the boxes that identify the specific authorization you choose to give your agent.

This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent’s authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to compensation unless you indicate otherwise in the special instructions of this power of attorney. If you indicate that your agent is to receive compensation, your agent is entitled to reasonable compensation or compensation as specified in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are required to act together unanimously unless you specify otherwise in the Special Instructions.

If your agent is unavailable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

This section of the form provides for designation of one agent.

If you wish to name coagents, skip this section and use the next section (“Designation of Coagents”).

I, ___________________________________________________, name the following person (Name of Principal) as my agent:

Name of Agent: ____________________________________________

Agent’s Address: ____________________________________________
DESIGNATION OF COAGENTS (OPTIONAL)

This section of the form provides for designation of two or more coagents. Coagents are required to act together unanimously unless you otherwise provide in this form.

I, ____________________________________________________________,

(Name of Principal)

Name the following persons as coagents:

Name of Coagent: ____________________________________________

Coagent’s Address: __________________________________________

Coagent’s Telephone Number: ________________________________

Name of Coagent: ____________________________________________

Coagent’s Address: __________________________________________

Coagent’s Telephone Number: ________________________________

Special Instructions Regarding Coagents: _______________________

________________________________

________________________________

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____________________________________

Successor Agent’s Address: ____________________________________

Successor Agent’s Telephone Number: __________________________

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: ______________________________

Second Successor Agent’s Address: ______________________________
GRANT OF GENERAL AUTHORITY

I (“the principal”) grant my agent and any successor agent, with respect to each subject that I choose below, the authority to do all acts that I could do to:

(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

(2) Contract with another person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;

(3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating a schedule contemporaneously or at a later time listing some or all of the principal's property and attaching the schedule to this power of attorney;

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

(5) Seek on the principal’s behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

(6) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(7) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal’s interest under a statute or regulation;

(8) Communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal;

(9) Access communications intended for, and communicate on behalf of the principal, whether by mail, electronic transmission, telephone, or other means; and

(10) Do lawful acts with respect to the subject and all property related to the subject.

(INITIAL each authority in any subject you want to include in the agent’s general authority. Cross through each authority in any subject that you want to exclude. If you
wish to grant general authority over an entire subject, you may initial “All of the above” instead of initialing each authority.)

SUBJECTS AND AUTHORITY

A. Real Property – With respect to this category, I authorize my agent to:

(____) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property

(____) Sell, exchange, convey with or without covenants, representations, or warranties, quitclaim, release, surrender, retain title for security, encumber, partition, consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or other governmental permits, plat or consent to platting, develop, grant an option concerning, lease, sublease, contribute to an entity in exchange for an interest in that entity, or otherwise grant or dispose of an interest in real property or a right incident to real property

(____) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including a reverse mortgage

(____) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is asserted

(____) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:

(1) Insuring against liability or casualty or other loss;

(2) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(3) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property

(____) Use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in or incident to which the principal has, or claims to have, an interest or right
Participate in a reorganization with respect to real property or an entity that owns an interest in or a right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

1. Selling or otherwise disposing of the stocks and bonds or other property;

2. Exercising or selling an option, a right of conversion, or a similar right with respect to the stocks and bonds or other property; and

3. Exercising voting rights in person or by proxy

Change the form of title of an interest in or a right incident to real property

Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest

All of the above

B. Tangible Personal Property – With respect to this subject, I authorize my agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property

Sell, exchange, convey with or without covenants, representations, or warranties, quitclaim, release, surrender, create a security interest in, grant options concerning, lease, sublease, or otherwise dispose of tangible personal property or an interest in tangible personal property

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:

1. Insuring against liability or casualty or other loss;

2. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
(3) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

(4) Moving the property from place to place;

(5) Storing the property for hire or on a gratuitous bailment; and

(6) Using and making repairs, alterations, or improvements to the property

Change the form of title of an interest in tangible personal property

All of the above

C. Stocks and Bonds – With respect to this subject, I authorize my agent to:

Buy, sell, and exchange stocks and bonds

Establish, continue, modify, or terminate an account with respect to stocks and bonds

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal

Receive certificates and other evidences of ownership with respect to stocks and bonds

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote

All of the above

D. Commodities – With respect to this subject, I authorize my agent to:

Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange

Establish, continue, modify, and terminate option accounts

All of the above

E. Banks and Other Financial Institutions – With respect to this subject, I authorize my agent to:
(____) Continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal

(____) Establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent

(____) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault

(____) Deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the custody of, a financial institution money or property of the principal

(____) Withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution

(____) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them

(____) Enter a safe deposit box or vault and withdraw or add to the contents

(____) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal

(____) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal’s order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person on the principal and pay the draft when due

(____) Receive for the principal and act on a sight draft, warehouse receipt, other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument

(____) Apply for, receive, and use letters of credit, credit cards and debit cards, electronic transaction authorizations, and traveler’s checks from a financial institution and give an indemnity or other agreement in connection with letters of credit

(____) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution

(____) All of the above
F. Operation of an Entity or a Business – With respect to this subject, I authorize my agent to:

(____) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

(____) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or an option that the principal has, may have, or claims to have

(____) Enforce the terms of an ownership agreement

(____) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest

(____) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or an option the principal has or claims to have as the holder of stocks and bonds

(____) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds

(____) With respect to an entity or business owned solely by the principal:

(1) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of this power of attorney;

(2) Determine:

(i) The location of the operation of the entity or business;

(ii) The nature and extent of the business of the entity or business;

(iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the operation of the entity or business;

(iv) The amount and types of insurance carried by the entity or business; and

(v) The mode of engaging, compensating, and dealing with the employees and accountants, attorneys, or other advisors of the entity or business;
(3) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(4) Demand and receive money due or claimed by the principal or on the principal’s behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business

(____) Put additional capital into an entity or a business in which the principal has an interest

(____) Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business

(____) Sell or liquidate all or part of an entity or business

(____) Establish the value of an entity or a business under a buyout agreement to which the principal is a party

(____) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments

(____) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform other acts to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or a business, including attempts to recover, as permitted by law, money paid before or after the execution of this power of attorney

(____) All of the above

G. Insurance and Annuities – With respect to this subject, I authorize my agent to:

(____) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract

(____) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal’s spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment

(____) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent

(____) Apply for and receive a loan secured by a contract of insurance or annuity
Surrender and receive the cash surrender value on a contract of insurance or annuity

Exercise an election

Exercise investment powers available under a contract of insurance or annuity

Change the manner of paying premiums on a contract of insurance or annuity

Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section

Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal

Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity

Select the form and timing of the payment of proceeds from a contract of insurance or annuity

Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment

All of the above

H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate estates, guardianships, conservatorships, escrows, or custodianships or funds from which the principal is, may become, or claims to be entitled to a share or payment) – With respect to this subject, I authorize my agent to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund described above

Demand or obtain money or another thing of value to which the principal is, may become, or claims to be entitled by reason of the fund described above, by litigation or otherwise

Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal
HOUSE BILL 531

1 (___) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal

5 (___) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary

8 (___) Conserve, invest, disburse, or use anything received for an authorized purpose

10 (___) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor

13 (___) Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund described above

15 (___) All of the above

I. Claims and Litigation – With respect to this subject, I authorize my agent to:

17 (___) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief

22 (___) Bring an action to determine adverse claims or intervene or otherwise participate in litigation

24 (___) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree

27 (___) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation

30 (___) Submit to alternative dispute resolution, settle, and propose or accept a compromise

32 (___) Waive the issuance and service of process on the principal, accept service of process, appear for the principal, designate persons on which process directed to the principal may be served, execute and file or deliver stipulations on the principal’s behalf, verify pleadings, seek appellate review, procure and give surety and indemnity
bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation

(____) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value

(____) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation

(____) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation

(____) All of the above

J. Personal and Family Maintenance – With respect to this subject, I authorize my agent to:

(____) Perform the acts necessary to maintain the customary standard of living of the principal, the principal’s spouse, and the following individuals, whether living when this power of attorney is executed or later born:

(1) The principal’s children;

(2) Other individuals legally entitled to be supported by the principal; and

(3) The individuals whom the principal has customarily supported or indicated the intent to support;

(____) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party

(____) Provide living quarters for the individuals described above by:

(1) Purchase, lease, or other contract; or

(2) Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals
(____) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described above

(____) Pay expenses for necessary health care and custodial care on behalf of the individuals described above

(____) Act as the principal’s personal representative in accordance with the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this State to consent to health care on behalf of the principal

(____) Continue provisions made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the means of transportation, for the individuals described above

(____) Maintain credit and debit accounts for the convenience of the individuals described above and open new accounts

(____) Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations

(NOTE: Authority with respect to personal and family maintenance is neither dependent on, nor limited by, authority that an agent may or may not have with respect to gifts under this power of attorney.)

(____) All of the above

K. Benefits from Governmental Programs or Civil or Military Service (including any benefit, program, or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent to:

(____) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in “J. Personal and Family Maintenance” above, and for shipment of the household effects of those individuals

(____) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose
(____) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal’s behalf, a benefit or program

(____) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation

(____) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the principal may be entitled to receive under a statute or regulation

(____) Receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received

(____) All of the above

L. Retirement Plans (including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

(1) An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408;

(2) A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A;

(3) A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q);

(4) An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b);

(5) A pension, profit–sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

(6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and

(7) A nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I authorize my agent to:

(____) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan
(___) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another

(___) Establish a retirement plan in the principal’s name

(___) Make contributions to a retirement plan

(___) Exercise investment powers available under a retirement plan

(___) Borrow from, sell assets to, or purchase assets from a retirement plan

(___) All of the above

M. Taxes – With respect to this subject, I authorize my agent to:

(___) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing agreements, and other powers of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and the following 25 tax years

(___) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority

(___) Exercise elections available to the principal under federal, state, local, or foreign tax law

(___) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority

(___) All of the above

N. Gifts (including gifts to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. § 529) – With respect to this subject, I authorize my agent to:

(___) Make outright to, or for the benefit of, a person, a gift of part or all of the principal’s property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount for each donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the gift, or if the principal’s spouse agrees to consent to a split gift pursuant to Internal Revenue
Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the annual federal gift tax exclusion limit

(____) Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, to the splitting of a gift made by the principal’s spouse in an amount for each donee not to exceed the aggregate annual gift tax exclusions for both spouses

(NOTE: An agent may only make a gift of the principal’s property as the agent determines is consistent with the principal’s objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal’s best interest based on all relevant factors, including:

(1) The value and nature of the principal’s property;

(2) The principal’s foreseeable obligations and need for maintenance;

(3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;

(4) Eligibility for a benefit, a program, or assistance under a statute or regulation; and

(5) The principal’s personal history of making or joining in making gifts.)

(____) All of the above

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. In addition, granting your agent the authority to make gifts to, or to designate as the beneficiary of any retirement plan, the agent, the agent’s spouse, or a dependent of the agent may constitute a taxable gift by you and may make the property subject to that authority taxable as part of the agent’s estate. INITIAL ONLY the specific authority you WANT to give your agent.)

(____) Create an inter vivos trust, or amend, revoke, or terminate an existing inter vivos trust if the trust expressly authorizes that action by the agent

(____) Make a gift, subject to any special instructions in this power of attorney

(____) Create or change rights of survivorship
(____) Create or change a beneficiary designation, subject to any special instructions in this power of attorney; and, if I wish to authorize my agent to designate the agent, the agent’s spouse, or a dependent of the agent as a beneficiary, I will explicitly state this authority within the special instructions of this power of attorney or in a separate power of attorney.

(____) Authorize another person to exercise the authority granted under this power of attorney.

(____) Waive the principal’s right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

(____) Exercise fiduciary powers that the principal has authority to delegate.

(____) Disclaim or refuse an interest in property, including a power of appointment.

(____) In accordance with the Maryland Fiduciary Access to Digital Assets Act, access and take control of (1) the content of any electronic communications of mine, (2) any catalogue of electronic communications sent or received by me, and (3) any other digital asset in which I have a right or interest.

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

TERMINATION DATE (OPTIONAL)
This power of attorney shall terminate on _______________________________, 20_____.  
(Use a specific calendar date)

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my property or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my property:
________________________________
Nominee’s Address: ___________________________
Nominee’s Telephone Number: __________________

Name of Nominee for guardian of my person:
________________________________
Nominee’s Address: ___________________________
Nominee’s Telephone Number: __________________

SIGNATURE AND ACKNOWLEDGMENT

__________________________________ ________________________
Your Signature Date

__________________________________ ________________________
Your Name Printed ________________________
Your Address

Your Telephone Number

STATE OF MARYLAND
(COUNTY) OF ___________________________

This document was acknowledged before me on ________________________________, 20_____,
(Date)
by ________________________________, ________________________________,
(Name of Principal)

(Seal, if any)

Signature of Notary

My commission expires: ________________________________

WITNESS ATTESTATION
The foregoing power of attorney was, on the date written above, published and declared by
______________________________________________________________
(Name of Principal)
in our presence to be his/her power of attorney. We, in his/her presence and at his/her
request, and in the presence of each other, have attested to the same and have signed our
names as attesting witnesses.

Witness #1 Signature

Witness #1 Name Printed

Witness #1 Address

Witness #1 Telephone Number

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address

Witness #2 Telephone Number

This document prepared by:

IMPORTANT INFORMATION FOR AGENT

Agent’s Duties

When you accept the authority granted under this power of attorney, a special legal
relationship is created between you and the principal. This relationship imposes on you
legal duties that continue until you resign or the power of attorney is terminated or revoked.
You must:

(1) Do what you know the principal reasonably expects you to do with the
principal’s property or, if you do not know the principal’s expectations, act in the principal’s
best interest;
(2) Act with care, competence, and diligence for the best interest of the principal;

(3) Do nothing beyond the authority granted in this power of attorney; and

(4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as “agent” in the following manner:

__________________________________

(Principal’s Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) Act loyally for the principal’s benefit;

(2) Avoid conflicts that would impair your ability to act in the principal’s best interest;

(3) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;

(4) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal’s expectations, to act in the principal’s best interest; and

(5) Attempt to preserve the principal’s estate plan if you know the plan and preserving the plan is consistent with the principal’s best interest.

Termination of Agent’s Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal;

(2) The principal’s revocation of the power of attorney or your authority;

(3) The occurrence of a termination event stated in the power of attorney;

(4) The purpose of the power of attorney is fully accomplished; or

(5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.
Liability of Agent

The meaning of the authority granted to you is defined in the Maryland Power of Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland Power of Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.”

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2015.