

SENATE BILL 239

N2

(6lr1091)

ENROLLED BILL

— *Judicial Proceedings/Health and Government Operations* —

Introduced by **Senator Kelley**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 **Maryland Fiduciary Access to Digital Assets Act**

3 FOR the purpose of establishing the Maryland Fiduciary Access to Digital Assets Act;
4 authorizing a certain user to direct a certain custodian of certain digital assets to
5 disclose or not to disclose those assets under certain circumstances and in a certain
6 manner; providing that this Act does not change, impair, or expand certain rights
7 with respect to the digital assets of a user; authorizing a custodian to grant a certain
8 fiduciary or designated recipient certain access to a user's account or a copy of certain
9 records under certain circumstances; authorizing a custodian to charge a reasonable
10 administrative charge for the cost of disclosing digital assets under this Act;
11 providing that a custodian need not disclose certain digital assets under certain
12 circumstances; authorizing a custodian to seek a court order directing disclosure
13 under certain circumstances; requiring a custodian to disclose the content of certain
14 electronic communications under certain circumstances; requiring a custodian to
15 disclose a catalogue of certain electronic communications and certain digital assets

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 under certain circumstances; authorizing a court to grant a certain guardian access
 2 to the digital assets of a certain protected person; authorizing a guardian to request
 3 the custodian to suspend or terminate a certain account under certain circumstances;
 4 providing that the legal duties imposed on a fiduciary charged with managing certain
 5 tangible property apply to the management of digital assets; establishing certain
 6 limitations with respect to a certain fiduciary's or designated recipient's authority;
 7 providing that, under certain circumstances, a certain fiduciary may access certain
 8 tangible personal property and is an authorized user for the purpose of certain
 9 computer-related laws; authorizing a custodian to disclose certain information to a
 10 certain fiduciary under certain circumstances; authorizing a fiduciary of a user to
 11 request a custodian to terminate the user's account under certain circumstances;
 12 requiring a custodian to comply with certain requests by a fiduciary or designated
 13 recipient within a certain time period; authorizing a fiduciary or designated recipient
 14 to apply for a certain court order under certain circumstances; providing that this
 15 Act does not limit a custodian's ability to obtain or require a fiduciary or designated
 16 recipient to obtain a certain court order; authorizing a custodian to notify the user of
 17 a certain request; authorizing a custodian to deny a certain request under certain
 18 circumstances; providing that a custodian and its agents are immune from liability
 19 for an act or omission done in good faith compliance with this Act; requiring
 20 consideration to be given to the need to promote certain uniformity of the law in
 21 applying and construing this Act; providing that this Act modifies, limits, or
 22 supersedes certain federal law in a certain manner; providing for the scope and
 23 application of this Act; making the provisions of this Act severable; altering certain
 24 provisions in certain statutory forms for a power of attorney relating to authority to
 25 access and take control of certain digital assets in accordance with this Act; defining
 26 certain terms; making conforming changes; and generally relating to the Maryland
 27 Fiduciary Access to Digital Assets Act.

28 BY repealing and reenacting, with amendments,

29 Article – Estates and Trusts

30 Section 13–213, 14.5–815(a), 17–202, and 17–203

31 Annotated Code of Maryland

32 (2011 Replacement Volume and 2015 Supplement)

33 BY adding to

34 Article – Estates and Trusts

35 Section 15–601 through 15–620 to be under the new subtitle “Subtitle 6. Maryland
 36 Fiduciary Access to Digital Assets Act”

37 Annotated Code of Maryland

38 (2011 Replacement Volume and 2015 Supplement)

39 ~~BY repealing and reenacting, with amendments,~~

40 ~~Article – Estates and Trusts~~

41 ~~Section 17–202 and 17–203~~

42 ~~Annotated Code of Maryland~~

43 ~~(2011 Replacement Volume and 2015 Supplement)~~

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
2 That the Laws of Maryland read as follows:

3 **Article – Estates and Trusts**

4 13–213.

5 All the provisions of § 15–102 of this article with respect to the powers of a fiduciary
6 and the manner of exercise of those powers AND TITLE 15, SUBTITLE 6 OF THIS ARTICLE
7 are applicable to a guardian.

8 14.5–815.

9 (a) A trustee, without authorization by the court, may exercise:

10 (1) Powers conferred by the terms of the trust; or

11 (2) Except as limited by the terms of the trust:

12 (i) All powers over the trust property that an unmarried competent
13 owner has over individually owned property;

14 (ii) Other powers appropriate to achieve the proper investment,
15 management, and distribution of the trust property; and

16 (iii) Other powers conferred by this title OR TITLE 15, SUBTITLE 6
17 OF THIS ARTICLE.

18 **SUBTITLE 6. MARYLAND FIDUCIARY ACCESS TO DIGITAL ASSETS ACT.**

19 **15–601.**

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

22 (B) **“ACCOUNT” MEANS AN ARRANGEMENT UNDER A TERMS–OF–SERVICE**
23 **AGREEMENT IN WHICH A CUSTODIAN CARRIES, MAINTAINS, PROCESSES, RECEIVES,**
24 **OR STORES A DIGITAL ASSET OF A USER OR PROVIDES GOODS OR SERVICES TO THE**
25 **USER.**

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

27 (D) **“CARRIES” MEANS ENGAGES IN THE TRANSMISSION OF ELECTRONIC**
28 **COMMUNICATIONS.**

1 (E) "CATALOGUE OF ELECTRONIC COMMUNICATIONS" MEANS
2 INFORMATION THAT IDENTIFIES:

3 (1) EACH PERSON WITH WHOM A USER HAS HAD AN ELECTRONIC
4 COMMUNICATION;

5 (2) THE TIME AND DATE OF THE COMMUNICATION; AND

6 (3) THE ELECTRONIC ADDRESS OF THE PERSON.

7 (F) "CONTENT OF AN ELECTRONIC COMMUNICATION" MEANS
8 INFORMATION CONCERNING THE SUBSTANCE OR MEANING OF A COMMUNICATION
9 THAT:

10 (1) HAS BEEN SENT OR RECEIVED BY A USER;

11 (2) (I) IS IN ELECTRONIC STORAGE BY A CUSTODIAN PROVIDING
12 AN ELECTRONIC COMMUNICATION SERVICE TO THE PUBLIC; OR

13 (II) IS CARRIED OR MAINTAINED BY A CUSTODIAN PROVIDING A
14 REMOTE COMPUTING SERVICE TO THE PUBLIC; AND

15 (3) IS NOT READILY ACCESSIBLE TO THE PUBLIC.

16 (G) "CUSTODIAN" MEANS A PERSON WHO CARRIES, MAINTAINS,
17 PROCESSES, RECEIVES, OR STORES A DIGITAL ASSET OF AN ACCOUNT HOLDER.

18 (H) "DESIGNATED RECIPIENT" MEANS A PERSON CHOSEN BY A USER USING
19 AN ONLINE TOOL TO ADMINISTER THE DIGITAL ASSETS OF THE USER.

20 ~~(H)~~ (I) (1) "DIGITAL ASSET" MEANS AN ELECTRONIC RECORD IN
21 WHICH AN INDIVIDUAL HAS A RIGHT OR INTEREST.

22 (2) "DIGITAL ASSET" DOES NOT INCLUDE AN UNDERLYING ASSET OR
23 LIABILITY UNLESS THE ASSET OR LIABILITY IS ITSELF AN ELECTRONIC RECORD.

24 ~~(I) "DIGITAL RECIPIENT" MEANS A PERSON CHOSEN BY A USER USING AN~~
25 ~~ONLINE TOOL TO ADMINISTER THE DIGITAL ASSETS OF THE USER.~~

26 (J) "ELECTRONIC" MEANS RELATING TO TECHNOLOGY HAVING
27 ELECTRICAL, DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR
28 SIMILAR CAPABILITIES.

1 (K) "ELECTRONIC COMMUNICATION" HAS THE MEANING STATED IN 18
2 U.S.C. § 2510(12).

3 (L) "ELECTRONIC COMMUNICATION SERVICE" MEANS A CUSTODIAN THAT
4 PROVIDES TO A USER THE ABILITY TO SEND OR RECEIVE AN ELECTRONIC
5 COMMUNICATION.

6 (M) "FIDUCIARY" MEANS AN ORIGINAL, ADDITIONAL, OR SUCCESSOR
7 PERSONAL REPRESENTATIVE, GUARDIAN, AGENT, ~~TRUSTEE, OR ADVISER~~ OR
8 TRUSTEE.

9 (N) (1) "GUARDIAN" MEANS A GUARDIAN OF THE PROPERTY APPOINTED
10 BY A COURT UNDER TITLE 13, SUBTITLE 2 OF THIS ARTICLE TO MANAGE THE
11 PROPERTY OF A DISABLED PERSON OR MINOR OR A GUARDIAN OF THE PERSON
12 APPOINTED BY A COURT UNDER TITLE 13, SUBTITLE 7 OF THIS ARTICLE,
13 ACCORDING TO THE CONTEXT IN WHICH IT IS USED.

14 (2) "GUARDIAN" INCLUDES A LIMITED GUARDIAN.

15 (O) "INFORMATION" MEANS DATA, TEXT, IMAGES, VIDEOS, SOUNDS, CODES,
16 COMPUTER PROGRAMS, SOFTWARE, OR DATABASES.

17 (P) "ONLINE TOOL" MEANS AN ELECTRONIC SERVICE PROVIDED BY A
18 CUSTODIAN THAT ALLOWS A USER, IN AN AGREEMENT DISTINCT FROM THE
19 TERMS-OF-SERVICE AGREEMENT BETWEEN THE CUSTODIAN AND THE USER, TO
20 PROVIDE DIRECTIONS FOR DISCLOSURE OR NONDISCLOSURE OF DIGITAL ASSETS TO
21 A THIRD PARTY.

22 (Q) "PERSON" MEANS AN INDIVIDUAL, ESTATE, ~~TRUST~~, BUSINESS OR
23 NONPROFIT ENTITY, PUBLIC CORPORATION, GOVERNMENT OR GOVERNMENTAL
24 SUBDIVISION, AGENCY, INSTRUMENTALITY, OR OTHER LEGAL ENTITY.

25 (R) "PERSONAL REPRESENTATIVE" MEANS AN EXECUTOR,
26 ADMINISTRATOR, SPECIAL ADMINISTRATOR, OR PERSON THAT PERFORMS
27 SUBSTANTIALLY THE SAME FUNCTION UNDER A LAW OF THIS STATE OTHER THAN
28 THIS SUBTITLE.

29 (S) "POWER OF ATTORNEY" HAS THE MEANING STATED IN § 17-101 OF THIS
30 ARTICLE.

31 (T) "PRINCIPAL" HAS THE MEANING STATED IN § 17-101 OF THIS ARTICLE.

1 (U) (1) "PROTECTED PERSON" MEANS AN INDIVIDUAL FOR WHOM A
2 GUARDIAN HAS BEEN APPOINTED.

3 (2) "PROTECTED PERSON" INCLUDES AN INDIVIDUAL FOR WHOM AN
4 APPLICATION FOR THE APPOINTMENT OF A GUARDIAN IS PENDING.

5 (V) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A TANGIBLE
6 MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM AND IS
7 RETRIEVABLE IN PERCEIVABLE FORM.

8 (W) "REMOTE COMPUTING SERVICE" MEANS A CUSTODIAN WHO PROVIDES
9 TO A USER COMPUTER PROCESSING SERVICES OR THE STORAGE OF DIGITAL ASSETS
10 BY MEANS OF AN ELECTRONIC COMMUNICATIONS SYSTEM, AS DEFINED IN 18 U.S.C.
11 § 2510(14).

12 (X) "TERMS-OF-SERVICE AGREEMENT" MEANS AN AGREEMENT THAT
13 CONTROLS THE RELATIONSHIP BETWEEN A USER AND A CUSTODIAN.

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

17 (2) "TRUSTEE" INCLUDES AN ORIGINAL, ADDITIONAL, OR
18 SUCCESSOR TRUSTEE OR COTRUSTEE, WHETHER OR NOT APPOINTED OR
19 CONFIRMED BY A COURT.

20 (Z) "USER" MEANS A PERSON WHO HAS AN ACCOUNT WITH A CUSTODIAN.

21 (AA) "WILL" INCLUDES A CODICIL, A TESTAMENTARY INSTRUMENT THAT
22 ONLY APPOINTS A PERSONAL REPRESENTATIVE, OR AN INSTRUMENT THAT
23 REVOKES OR REVISES A TESTAMENTARY INSTRUMENT IF THE CODICIL OR
24 INSTRUMENT SATISFIES THE REQUIREMENTS OF § 4-102, § 4-103, OR § 4-104 OF
25 THIS ARTICLE.

26 15-602.

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

29 15-603.

30 (A) (1) A USER MAY USE AN ONLINE TOOL TO DIRECT A CUSTODIAN TO
31 DISCLOSE TO A DESIGNATED RECIPIENT OR NOT DISCLOSE SOME OR ALL OF THE

1 USER'S DIGITAL ASSETS, INCLUDING THE CONTENT OF ELECTRONIC
2 COMMUNICATIONS SENT OR RECEIVED BY THE USER.

3 (2) IF THE ONLINE TOOL ALLOWS THE USER TO MODIFY OR DELETE A
4 DIRECTION AT ANY TIME, A DIRECTION UNDER PARAGRAPH (1) OF THIS SUBSECTION
5 OVERRIDES A CONTRARY DIRECTION BY THE USER IN A WILL, TRUST, POWER OF
6 ATTORNEY, OR OTHER RECORD.

7 (B) IF THE USER DOES NOT USE AN ONLINE TOOL TO GIVE DIRECTION
8 UNDER SUBSECTION (A) OF THIS SECTION OR IF THE CUSTODIAN FAILS TO PROVIDE
9 AN ONLINE TOOL, THE USER MAY, IN A WILL, TRUST, POWER OF ATTORNEY, OR
10 OTHER RECORD, ALLOW OR PROHIBIT DISCLOSURE TO A FIDUCIARY OF SOME OR
11 ALL OF THE USER'S DIGITAL ASSETS, INCLUDING THE CONTENT OF ELECTRONIC
12 COMMUNICATIONS SENT OR RECEIVED BY THE USER.

13 (C) A DIRECTION BY A USER UNDER SUBSECTIONS (A) OR (B) OF THIS
14 SECTION SHALL OVERRIDE A CONTRARY PROVISION IN A TERMS-OF-SERVICE
15 AGREEMENT, IF THE TERMS-OF-SERVICE AGREEMENT DOES NOT REQUIRE THE
16 USER TO ACT AFFIRMATIVELY AND DISTINCTLY FROM THE USER'S ASSENT TO THE
17 TERMS OF SERVICE.

18 15-604.

19 (A) THIS SUBTITLE DOES NOT CHANGE OR IMPAIR THE RIGHT OF A
20 CUSTODIAN OR A USER UNDER A TERMS-OF-SERVICE AGREEMENT TO ACCESS OR
21 USE THE DIGITAL ASSETS OF THE USER.

22 (B) THIS SUBTITLE DOES NOT GRANT A FIDUCIARY OR DESIGNATED
23 RECIPIENT NEW OR EXPANDED RIGHTS OTHER THAN THOSE HELD BY THE USER FOR
24 WHOM OR FOR WHOSE ESTATE OR TRUST THE FIDUCIARY OR DESIGNATED
25 RECIPIENT ACTS OR REPRESENTS.

26 (C) A FIDUCIARY'S OR DESIGNATED RECIPIENT'S ACCESS TO DIGITAL
27 ASSETS MAY BE MODIFIED OR ELIMINATED BY:

28 (1) A USER;

29 (2) FEDERAL LAW; OR

30 (3) A TERMS-OF-SERVICE AGREEMENT IF THE USER HAS NOT
31 PROVIDED DIRECTION UNDER § 15-603 OF THIS SUBTITLE.

32 15-605.

1 (A) WHEN DISCLOSING THE DIGITAL ASSETS OF A USER UNDER THIS
2 SUBTITLE, A CUSTODIAN MAY IN ITS SOLE DISCRETION:

3 (1) GRANT A FIDUCIARY OR DESIGNATED RECIPIENT FULL ACCESS TO
4 THE USER'S ACCOUNT;

5 (2) GRANT A FIDUCIARY OR DESIGNATED RECIPIENT PARTIAL
6 ACCESS TO THE USER'S ACCOUNT SUFFICIENT TO PERFORM THE TASKS WITH WHICH
7 THE FIDUCIARY OR DESIGNATED RECIPIENT IS CHARGED; OR

8 (3) PROVIDE A FIDUCIARY OR DESIGNATED RECIPIENT A COPY IN A
9 RECORD OF A DIGITAL ASSET THAT, ON THE DATE THAT THE CUSTODIAN RECEIVED
10 THE REQUEST FOR DISCLOSURE, THE USER COULD HAVE ACCESSED IF THE USER
11 WERE ALIVE OR HAD FULL CAPACITY AND HAD ACCESS TO THE ACCOUNT.

12 (B) A CUSTODIAN MAY ASSESS A REASONABLE ADMINISTRATIVE CHARGE
13 FOR THE COST OF DISCLOSING DIGITAL ASSETS UNDER THIS SUBTITLE.

14 (C) A CUSTODIAN NEED NOT DISCLOSE UNDER THIS SUBTITLE A DIGITAL
15 ASSET DELETED BY A USER.

16 (D) (1) IF A USER DIRECTS OR A FIDUCIARY REQUESTS A CUSTODIAN TO
17 DISCLOSE ONLY A PORTION OF THE USER'S DIGITAL ASSETS UNDER THIS SUBTITLE,
18 THE CUSTODIAN NEED NOT DISCLOSE THE ASSETS IF SEGREGATION OF THE DIGITAL
19 ASSETS WOULD IMPOSE AN UNDUE BURDEN ON THE CUSTODIAN.

20 (2) IF THE CUSTODIAN BELIEVES UNDER PARAGRAPH (1) OF THIS
21 SUBSECTION THAT THE DIRECTION OR REQUEST IMPOSES AN UNDUE BURDEN, THE
22 CUSTODIAN OR FIDUCIARY MAY SEEK AN ORDER FROM A COURT TO DISCLOSE:

23 (I) A SUBSET, LIMITED BY DATE, OF THE USER'S DIGITAL
24 ASSETS;

25 (II) ALL OF THE USER'S DIGITAL ASSETS TO THE FIDUCIARY OR
26 DESIGNATED RECIPIENT;

27 (III) NONE OF THE USER'S DIGITAL ASSETS; OR

28 (IV) ALL OF THE USER'S DIGITAL ASSETS TO THE COURT FOR
29 REVIEW IN CAMERA.

30 15-606.

1 IF A DECEASED USER CONSENTED TO OR A COURT DIRECTS THE DISCLOSURE
2 OF THE CONTENTS OF ELECTRONIC COMMUNICATIONS OF THE USER, A CUSTODIAN
3 SHALL DISCLOSE TO THE PERSONAL REPRESENTATIVE OF THE USER'S ESTATE THE
4 CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR RECEIVED BY THE USER IF
5 THE PERSONAL REPRESENTATIVE PROVIDES THE CUSTODIAN:

6 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
7 ELECTRONIC FORM;

8 (2) A COPY OF THE CERTIFICATE OF THE USER'S DEATH;

9 (3) A COPY OF THE ~~LETTER OF APPOINTMENT~~ LETTERS OF
10 ADMINISTRATION OF THE PERSONAL REPRESENTATIVE OR COURT ORDER
11 APPOINTING A SPECIAL ADMINISTRATOR;

12 (4) UNLESS THE USER PROVIDED DIRECTION USING AN ONLINE
13 TOOL, A COPY OF THE USER'S WILL, TRUST, POWER OF ATTORNEY, OR OTHER
14 RECORD EVIDENCING THE USER'S CONSENT TO DISCLOSURE OF THE CONTENT OF
15 ELECTRONIC COMMUNICATIONS; AND

16 (5) IF REQUESTED BY THE CUSTODIAN:

17 (i) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
18 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
19 THE USER'S ACCOUNT;

20 (ii) EVIDENCE LINKING THE ACCOUNT TO THE USER; OR

21 (iii) A FINDING BY THE COURT THAT:

22 1. THE USER HAD A SPECIFIC ACCOUNT WITH THE
23 CUSTODIAN, IDENTIFIABLE BY THE INFORMATION SPECIFIED IN ITEM (i) OF THIS
24 ITEM;

25 2. DISCLOSURE OF THE CONTENT OF ELECTRONIC
26 COMMUNICATIONS OF THE USER WOULD NOT VIOLATE 18 U.S.C. § 2701, ET SEQ., 47
27 U.S.C. § 222, OR OTHER APPLICABLE LAW;

28 3. UNLESS THE USER PROVIDED DIRECTION USING AN
29 ONLINE TOOL, THE USER CONSENTED TO DISCLOSURE OF THE CONTENT OF
30 ELECTRONIC COMMUNICATIONS; OR

1 4. DISCLOSURE OF THE CONTENT OF ELECTRONIC
2 COMMUNICATIONS OF THE USER IS REASONABLY NECESSARY FOR ADMINISTRATION
3 OF THE ESTATE.

4 15-607.

5 UNLESS A USER PROHIBITED DISCLOSURE OF DIGITAL ASSETS OR A COURT
6 DIRECTS OTHERWISE, A CUSTODIAN SHALL DISCLOSE TO THE PERSONAL
7 REPRESENTATIVE OF THE ESTATE OF THE USER A CATALOGUE OF ELECTRONIC
8 COMMUNICATIONS SENT OR RECEIVED BY THE USER AND THE DIGITAL ASSETS OF
9 THE USER, OTHER THAN THE CONTENT OF THE ELECTRONIC COMMUNICATIONS, IF
10 THE PERSONAL REPRESENTATIVE PROVIDES THE CUSTODIAN:

11 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
12 ELECTRONIC FORM;

13 (2) A COPY OF THE CERTIFICATE OF THE USER'S DEATH;

14 (3) A COPY OF THE ~~LETTER OF APPOINTMENT~~ LETTERS OF
15 ADMINISTRATION OF THE PERSONAL REPRESENTATIVE OR COURT ORDER
16 APPOINTING A SPECIAL ADMINISTRATOR; AND

17 (4) IF REQUESTED BY THE CUSTODIAN:

18 (i) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
19 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
20 THE USER'S ACCOUNT;

21 (ii) EVIDENCE LINKING THE ACCOUNT TO THE USER;

22 (iii) AN AFFIDAVIT STATING THAT DISCLOSURE OF THE USER'S
23 DIGITAL ASSETS IS REASONABLY NECESSARY FOR ADMINISTRATION OF THE ESTATE;
24 OR

25 (iv) A FINDING BY THE COURT THAT:

26 1. THE USER HAD A SPECIFIC ACCOUNT WITH THE
27 CUSTODIAN, IDENTIFIABLE BY THE INFORMATION SPECIFIED IN ITEM (I) OF THIS
28 ITEM; OR

29 2. DISCLOSURE OF THE ~~CONTENT~~ CATALOGUE OF
30 ELECTRONIC COMMUNICATIONS OF THE USER IS REASONABLY NECESSARY FOR
31 ADMINISTRATION OF THE ESTATE.

1 15-608.

2 TO THE EXTENT THAT A POWER OF ATTORNEY EXPRESSLY GRANTS AN AGENT
3 AUTHORITY OVER THE CONTENT OF ELECTRONIC COMMUNICATIONS SENT OR
4 RECEIVED BY THE PRINCIPAL AND UNLESS DIRECTED OTHERWISE BY THE
5 PRINCIPAL OR A COURT, A CUSTODIAN SHALL DISCLOSE TO THE AGENT THE
6 CONTENT IF THE AGENT PROVIDES THE CUSTODIAN:

7 (1) A WRITTEN REQUEST FOR DISCLOSURE IN A PHYSICAL OR
8 ELECTRONIC FORM;

9 (2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY EXPRESSLY
10 GRANTING THE AGENT AUTHORITY OVER THE CONTENT OF ELECTRONIC
11 COMMUNICATIONS OF THE PRINCIPAL;

12 (3) A CERTIFICATION BY THE AGENT, UNDER PENALTY OF PERJURY,
13 THAT THE POWER OF ATTORNEY IS IN EFFECT; AND

14 (4) IF REQUESTED BY THE CUSTODIAN:

15 (I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
16 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
17 THE PRINCIPAL'S ACCOUNT; OR

18 (II) EVIDENCE LINKING THE ACCOUNT TO THE PRINCIPAL.

19 15-609.

20 UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A PRINCIPAL, OR
21 PROVIDED BY A POWER OF ATTORNEY, A CUSTODIAN SHALL DISCLOSE TO AN AGENT
22 WITH SPECIFIC AUTHORITY OVER DIGITAL ASSETS OR GENERAL AUTHORITY TO ACT
23 ON BEHALF OF A PRINCIPAL A CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT
24 OR RECEIVED BY THE PRINCIPAL AND DIGITAL ASSETS, OTHER THAN THE CONTENT
25 OF ELECTRONIC COMMUNICATIONS, OF THE PRINCIPAL IF THE AGENT PROVIDES
26 THE CUSTODIAN:

27 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
28 ELECTRONIC FORM;

29 (2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY EXPRESSLY
30 ~~GRANTING THE AGENT~~ THAT GRANTS THE AGENT SPECIFIC AUTHORITY OVER

1 DIGITAL ASSETS OR GENERAL ~~ATTORNEY~~ AUTHORITY TO ACT ON BEHALF OF THE
2 PRINCIPAL;

3 (3) A CERTIFICATION BY THE AGENT, UNDER PENALTY OF PERJURY,
4 THAT THE POWER OF ATTORNEY IS IN EFFECT; AND

5 (4) IF REQUESTED BY THE CUSTODIAN:

6 (i) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
7 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
8 THE PRINCIPAL'S ACCOUNT; OR

9 (ii) EVIDENCE LINKING THE ACCOUNT TO THE PRINCIPAL.

10 15-610.

11 UNLESS OTHERWISE ORDERED BY A COURT OR PROVIDED IN A TRUST, A
12 CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS AN ORIGINAL USER OF AN
13 ACCOUNT THE DIGITAL ASSETS OF THE ACCOUNT HELD IN TRUST, INCLUDING A
14 CATALOGUE OF ELECTRONIC COMMUNICATIONS OF THE TRUSTEE AND THE
15 CONTENT OF ELECTRONIC COMMUNICATIONS.

16 15-611.

17 UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A USER, OR
18 PROVIDED IN A TRUST, A CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS NOT
19 AN ORIGINAL USER OF AN ACCOUNT THE CONTENT OF AN ELECTRONIC
20 COMMUNICATION SENT OR RECEIVED BY AN ORIGINAL OR SUCCESSOR USER AND
21 CARRIED, MAINTAINED, PROCESSED, RECEIVED, OR STORED BY THE CUSTODIAN ~~OF~~
22 IN THE ACCOUNT OF THE TRUST IF THE TRUSTEE PROVIDES THE CUSTODIAN:

23 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
24 ELECTRONIC FORM;

25 (2) A COPY OF THE TRUST INSTRUMENT OR CERTIFICATION OF THE
26 TRUST UNDER § 14.5-910 OF THIS ARTICLE THAT INCLUDES CONSENT TO
27 DISCLOSURE OF THE CONTENT OF ELECTRONIC COMMUNICATIONS TO THE
28 TRUSTEE;

29 (3) A CERTIFICATION BY THE TRUSTEE, UNDER PENALTY OF
30 PERJURY, THAT THE TRUST EXISTS AND THE TRUSTEE IS A CURRENTLY ACTING
31 TRUSTEE OF THE TRUST; AND

1 **(4) IF REQUESTED BY THE CUSTODIAN:**

2 **(I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE**
3 **SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY**
4 **THE TRUST'S ACCOUNT; OR**

5 **(II) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.**

6 **15-612.**

7 **UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A USER, OR**
8 **PROVIDED IN A TRUST, A CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS NOT**
9 **AN ORIGINAL USER OF AN ACCOUNT A CATALOGUE OF ELECTRONIC**
10 **COMMUNICATIONS SENT OR RECEIVED BY AN ORIGINAL OR SUCCESSOR USER OR**
11 **STORED, CARRIED, OR MAINTAINED BY THE CUSTODIAN IN AN ACCOUNT OF THE**
12 **TRUST AND THE DIGITAL ASSETS, OTHER THAN ELECTRONIC COMMUNICATIONS, IN**
13 **WHICH THE TRUST HAS A RIGHT OR INTEREST IF THE TRUSTEE PROVIDES THE**
14 **CUSTODIAN:**

15 **(1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR**
16 **ELECTRONIC FORM;**

17 **(2) A COPY OF THE TRUST INSTRUMENT OR CERTIFICATION OF THE**
18 **TRUST UNDER § 14.5-910 OF THIS ARTICLE;**

19 **(3) A CERTIFICATION BY THE TRUSTEE, UNDER PENALTY OF**
20 **PERJURY, THAT THE TRUST EXISTS AND THE TRUSTEE IS A CURRENTLY ACTING**
21 **TRUSTEE OF THE TRUST; AND**

22 **(4) IF REQUESTED BY THE CUSTODIAN:**

23 **(I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE**
24 **SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY**
25 **THE TRUST'S ACCOUNT; OR**

26 **(II) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.**

27 **15-613.**

28 **(A) AFTER AN OPPORTUNITY FOR HEARING UNDER TITLE 13, SUBTITLE 2**
29 **OR TITLE 13, SUBTITLE 7 OF THIS ARTICLE, A COURT MAY GRANT A GUARDIAN**
30 **ACCESS TO THE DIGITAL ASSETS OF THE PROTECTED PERSON FOR WHOM THE**
31 **GUARDIAN HAS BEEN APPOINTED.**

1 (B) A FIDUCIARY'S OR DESIGNATED RECIPIENT'S AUTHORITY WITH
2 RESPECT TO A DIGITAL ASSET OF A USER:

3 (1) EXCEPT AS OTHERWISE PROVIDED IN ITEM (4) OF THIS
4 SUBSECTION, IS SUBJECT TO THE APPLICABLE TERMS OF SERVICE;

5 (2) IS SUBJECT TO OTHER APPLICABLE LAW, INCLUDING COPYRIGHT
6 LAW;

7 (3) ~~IS~~ IN THE CASE OF A FIDUCIARY, IS LIMITED BY THE SCOPE OF THE
8 FIDUCIARY'S DUTIES; AND

9 (4) MAY NOT BE USED TO IMPERSONATE THE USER.

10 (C) A FIDUCIARY WITH AUTHORITY OVER THE PROPERTY OF A DECEDENT,
11 PROTECTED PERSON, PRINCIPAL, OR SETTLOR HAS THE RIGHT TO ACCESS A
12 DIGITAL ASSET IN WHICH THE DECEDENT, PROTECTED PERSON, PRINCIPAL, OR
13 SETTLOR HAD A RIGHT OR INTEREST AND THAT IS NOT HELD BY A CUSTODIAN OR
14 SUBJECT TO A TERMS-OF-SERVICE AGREEMENT.

15 (D) A FIDUCIARY ACTING WITHIN THE SCOPE OF THE FIDUCIARY'S DUTIES
16 IS AN AUTHORIZED USER OF THE PROPERTY OF THE DECEDENT, PROTECTED
17 PERSON, PRINCIPAL, OR SETTLOR FOR THE PURPOSE OF APPLICABLE
18 COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §
19 7-302 OF THE CRIMINAL LAW ARTICLE.

20 (E) A FIDUCIARY WITH AUTHORITY OVER THE TANGIBLE, PERSONAL
21 PROPERTY OF A DECEDENT, PROTECTED PERSON, PRINCIPAL, OR SETTLOR:

22 (1) HAS THE RIGHT TO ACCESS THE PROPERTY AND THE DIGITAL
23 ASSETS STORED IN IT; AND

24 (2) IS AN AUTHORIZED USER FOR THE PURPOSE OF
25 COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §
26 7-302 OF THE CRIMINAL LAW ARTICLE.

27 (F) A CUSTODIAN MAY DISCLOSE INFORMATION IN AN ACCOUNT TO A
28 FIDUCIARY OF THE USER WHEN THE INFORMATION IS REQUIRED TO TERMINATE AN
29 ACCOUNT USED TO ACCESS DIGITAL ASSETS LICENSED TO THE USER.

30 (G) (1) A FIDUCIARY OF A USER MAY REQUEST A CUSTODIAN TO
31 TERMINATE THE USER'S ACCOUNT.

1 **(2) THE FIDUCIARY SHALL SUBMIT THE REQUEST FOR TERMINATION**
2 **TO THE CUSTODIAN IN WRITING, IN EITHER PHYSICAL OR ELECTRONIC FORM,**
3 **ACCOMPANIED BY:**

4 **(I) IF THE USER IS DECEASED, A COPY OF THE DEATH**
5 **CERTIFICATE OF THE USER;**

6 **(II) A COPY OF THE ~~LETTER OF APPOINTMENT OF THE~~**
7 **~~PERSONAL REPRESENTATIVE, COURT ORDER~~ LETTERS OF ADMINISTRATION OF THE**
8 **PERSONAL REPRESENTATIVE OR COURT ORDER APPOINTING A SPECIAL**
9 **ADMINISTRATOR, POWER OF ATTORNEY, OR TRUST GRANTING THE FIDUCIARY**
10 **AUTHORITY OVER THE ACCOUNT; AND**

11 **(III) IF REQUESTED BY THE CUSTODIAN:**

12 1. **A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE**
13 **SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY**
14 **THE USER'S ACCOUNT;**

15 2. **EVIDENCE LINKING THE ACCOUNT TO THE USER; OR**

16 3. **A FINDING BY THE COURT THAT THE USER HAD A**
17 **SPECIFIC ACCOUNT WITH THE CUSTODIAN, IDENTIFIABLE BY THE INFORMATION**
18 **SPECIFIED IN ITEM 1 OF THIS ITEM.**

19 **15-615.**

20 **(A) (1) NO LATER THAN 60 DAYS AFTER RECEIPT OF THE INFORMATION**
21 **REQUIRED UNDER §§ 15-606 THROUGH 15-613 OF THIS SUBTITLE, A CUSTODIAN**
22 **SHALL COMPLY WITH A REQUEST UNDER THIS SUBTITLE FROM A FIDUCIARY OR**
23 **DESIGNATED RECIPIENT TO DISCLOSE DIGITAL ASSETS OR TERMINATE AN**
24 **ACCOUNT.**

25 **(2) IF THE CUSTODIAN FAILS TO COMPLY WITH THE REQUEST, THE**
26 **FIDUCIARY OR DESIGNATED RECIPIENT MAY APPLY TO A COURT FOR AN ORDER**
27 **DIRECTING COMPLIANCE.**

28 **(B) AN ORDER UNDER SUBSECTION (A) OF THIS SECTION DIRECTING**
29 **COMPLIANCE SHALL CONTAIN A FINDING THAT COMPLIANCE IS NOT IN VIOLATION**
30 **OF 18 U.S.C. § 2702.**

1 (C) A CUSTODIAN MAY NOTIFY THE USER THAT A REQUEST FOR
2 DISCLOSURE OR TERMINATION OF AN ACCOUNT WAS MADE UNDER THIS SUBTITLE.

3 (D) A CUSTODIAN MAY DENY A REQUEST UNDER THIS SUBTITLE FROM A
4 FIDUCIARY OR DESIGNATED RECIPIENT FOR DISCLOSURE OF DIGITAL ASSETS OR
5 TERMINATION OF AN ACCOUNT IF THE CUSTODIAN IS AWARE OF ANY LAWFUL
6 ACCESS TO THE ACCOUNT FOLLOWING RECEIPT OF THE FIDUCIARY'S REQUEST.

7 (E) THIS SUBTITLE DOES NOT LIMIT A CUSTODIAN'S ABILITY TO OBTAIN OR
8 TO REQUIRE A FIDUCIARY OR DESIGNATED RECIPIENT REQUESTING DISCLOSURE
9 OR TERMINATION UNDER THIS SUBTITLE TO OBTAIN A COURT ORDER THAT:

10 (1) SPECIFIES THAT AN ACCOUNT BELONGS TO THE PROTECTED
11 PERSON OR PRINCIPAL;

12 (2) SPECIFIES THAT THERE IS SUFFICIENT CONSENT FROM THE
13 PROTECTED PERSON OR PRINCIPAL TO SUPPORT THE REQUESTED DISCLOSURE OR
14 TERMINATION; AND

15 (3) CONTAINS A FINDING REQUIRED BY LAW OTHER THAN THIS
16 SUBTITLE.

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

20 15-616.

21 IN APPLYING AND CONSTRUING THIS SUBTITLE, CONSIDERATION SHALL BE
22 GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT TO ITS
23 SUBJECT MATTER AMONG STATES THAT ENACT ~~THE~~ THE REVISED UNIFORM
24 FIDUCIARY ACCESS TO DIGITAL ASSETS ACT.

25 15-617.

26 THIS SUBTITLE MODIFIES, LIMITS, OR SUPERSEDES THE ELECTRONIC
27 SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 U.S.C. § 7001 ET SEQ.,
28 BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE SECTION 101(C) OF THAT ACT, 15
29 U.S.C. § 7001(C), OR AUTHORIZE ELECTRONIC DELIVERY OF THE NOTICES
30 DESCRIBED IN SECTION 103(B) OF THAT ACT, 15 U.S.C. § 7003(B).

31 15-618.

1 **THIS SUBTITLE APPLIES TO:**

2 **(1) A FIDUCIARY ~~OR AN AGENT~~ ACTING UNDER A WILL OR POWER OF**
3 **ATTORNEY EXECUTED BEFORE, ON, OR AFTER OCTOBER 1, 2016;**

4 **(2) A PERSONAL REPRESENTATIVE ACTING FOR A DECEDENT WHO**
5 **DIED BEFORE, ON, OR AFTER OCTOBER 1, 2016;**

6 **(3) A GUARDIANSHIP PROCEEDING, WHETHER PENDING IN A COURT**
7 **OR COMMENCED BEFORE, ON, OR AFTER OCTOBER 1, 2016;**

8 **(4) A TRUSTEE ACTING UNDER A TRUST CREATED BEFORE, ON, OR**
9 **AFTER OCTOBER 1, 2016; AND**

10 **(5) A CUSTODIAN IF THE USER RESIDES IN THIS STATE OR RESIDED**
11 **IN THIS STATE AT THE TIME OF THE USER'S DEATH.**

12 **15-619.**

13 **IF A PROVISION OF THIS SUBTITLE OR ITS APPLICATION TO A PERSON OR**
14 **CIRCUMSTANCES IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT OTHER**
15 **PROVISIONS OR APPLICATIONS OF THIS SUBTITLE THAT CAN BE GIVEN EFFECT**
16 **WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE**
17 **PROVISIONS OF THIS SUBTITLE ARE SEVERABLE.**

18 **15-620.**

19 **THIS SUBTITLE MAY BE CITED AS THE MARYLAND FIDUCIARY ACCESS TO**
20 **DIGITAL ASSETS ACT.**

21 **17-202.**

22 **"MARYLAND STATUTORY FORM**

23 **PERSONAL FINANCIAL POWER OF ATTORNEY**

24 **IMPORTANT INFORMATION AND WARNING**

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

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

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

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

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

13 DESIGNATION OF AGENT

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

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

17 I, _____ ,
18 (Name of Principal)

19 Name the following person as my agent:

20 Name of Agent: _____

21 Agent’s Address: _____

22 Agent’s Telephone Number: _____

23 DESIGNATION OF COAGENTS (OPTIONAL)

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

26 I, _____ ,
27 (Name of Principal)

28 Name the following persons as coagents:

29 Name of Coagent: _____

1 Coagent's Address: _____

2 Coagent's Telephone Number: _____

3 Name of Coagent: _____

4 Coagent's Address: _____

5 Coagent's Telephone Number: _____

6 Special Instructions Regarding Coagents: _____

7 _____

8 _____

9 _____

10 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

12 Name of Successor Agent: _____

13 Successor Agent's

14 Address: _____

15 Successor Agent's

16 Telephone Number: _____

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

19 Name of Second

20 Successor Agent: _____

21 Second Successor

22 Agent's Address: _____

23 Second Successor Agent's

24 Telephone Number: _____

25 GRANT OF GENERAL AUTHORITY

26 I ("the principal") grant my agent and any successor agent, with respect to each subject
27 listed below, the authority to do all acts that I could do to:

28 (1) Contract with another person, on terms agreeable to the agent, to
29 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,

1 restate, release, or modify the contract or another contract made by or on behalf of the
2 principal;

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

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

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

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

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

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

18 SUBJECTS AND AUTHORITY

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

21 Real property – With respect to this subject, I authorize my agent to: demand, buy, sell,
22 convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise
23 acquire or reject an interest in real property or a right incident to real property; pledge or
24 mortgage an interest in real property or right incident to real property as security to borrow
25 money or pay, renew, or extend the time of payment of a debt of the principal or a debt
26 guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or
27 enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract,
28 encumbrance, lien, or other claim to real property that exists or is asserted; and manage or
29 conserve an interest in real property or a right incident to real property owned or claimed
30 to be owned by the principal, including: (1) insuring against liability or casualty or other
31 loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation
32 or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or
33 applying for and receiving refunds in connection with them; and (4) purchasing supplies,
34 hiring assistance or labor, and making repairs or alterations to the real property.

35 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and
36 exchange stocks and bonds; establish, continue, modify, or terminate an account with
37 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or

1 extend the time of payment of a debt of the principal; receive certificates and other
2 evidences of ownership with respect to stocks and bonds; exercise voting rights with respect
3 to stocks and bonds in person or by proxy, enter into voting trusts, and consent to
4 limitations on the right to vote.

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

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

1 or the proceeds or liability from the contract of insurance or annuity accruing by reason of
2 the tax or assessment.

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

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

27 Retirement plans (including a plan or account created by an employer, the principal, or
28 another individual to provide retirement benefits or deferred compensation of which the
29 principal is a participant, beneficiary, or owner, including a plan or account under the
30 following sections of the Internal Revenue Code: (1) an individual retirement account under
31 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement
32 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed
33 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §
34 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code
35 Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other
36 retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);
37 (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a
38 nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26
39 U.S.C. § 409A – With respect to this subject, I authorize my agent to: select the form and
40 timing of payments under a retirement plan and withdraw benefits from a plan; make a
41 rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan
42 to another; establish a retirement plan in the principal's name; make contributions to a
43 retirement plan; exercise investment powers available under a retirement plan; borrow
44 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting

1 my agent the authority to create or change a beneficiary designation for a retirement plan
 2 may affect the benefits that I may receive if that authority is exercised. If I grant my agent
 3 the authority to designate the agent, the agent’s spouse, or a dependent of the agent as a
 4 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may
 5 make the property subject to that authority taxable as a part of the agent’s estate.
 6 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for
 7 any retirement plan, and in particular if I wish to authorize the agent to designate as my
 8 beneficiary the agent, the agent’s spouse, or a dependent of the agent, I will explicitly state
 9 this authority in the Special Instructions section that follows or in a separate power of
 10 attorney.

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

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

29 SPECIAL INSTRUCTIONS (OPTIONAL)

30 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

31 _____
 32 _____
 33 _____
 34 _____
 35 _____
 36 _____
 37 _____
 38 _____

39 EFFECTIVE DATE

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

3 TERMINATION DATE (OPTIONAL)

4 This power of attorney shall terminate on _____, 20 _____.
5 (Use a specific calendar date)

6 NOMINATION OF GUARDIAN (OPTIONAL)

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

- 9 Name of nominee for guardian of my property: _____
- 10 Nominee's address: _____
- 11 Nominee's telephone number: _____
- 12 Name of nominee for guardian of my person: _____
- 13 Nominee's address: _____
- 14 Nominee's telephone number: _____

15 SIGNATURE AND ACKNOWLEDGMENT

16 _____
17 Your Signature Date

18 _____
19 Your Name Printed

20 _____
21 _____
22 Your Address

23 _____
24 Your Telephone Number

25 STATE OF MARYLAND
26 (COUNTY) OF _____

27 This document was acknowledged before me on
28 _____
29 (Date)

30 By _____ to be his/her act.
31 (Name of Principal)

32 _____ (SEAL, IF ANY)

1 Signature of Notary
2 My commission expires: _____

3 WITNESS ATTESTATION

4 The foregoing power of attorney was, on the date written above, published and declared by
5 _____
6 (Name of Principal)

7 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
8 request, and in the presence of each other, have attested to the same and have signed our
9 names as attesting witnesses.

10 _____
11 Witness #1 Signature

12 _____
13 Witness #1 Name Printed

14 _____
15 _____

16 Witness #1 Address

17 _____
18 Witness #1 Telephone Number

19 _____
20 Witness #2 Signature

21 _____
22 Witness #2 Name Printed

23 _____
24 _____

25 Witness #2 Address

26 _____
27 Witness #2 Telephone Number”

28 17-203.

29 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

30 PLEASE READ CAREFULLY

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

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

3 This power of attorney does not authorize the agent to make health care decisions for you.

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

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

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

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

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

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

20 DESIGNATION OF AGENT

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

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

24 I, _____, name the following person

25 (Name of Principal)

26 as my agent:

27 Name of
28 Agent: _____

29 Agent’s
30 Address: _____

31 Agent’s Telephone
32 Number: _____

33 DESIGNATION OF COAGENTS (OPTIONAL)

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

3 I, _____ ,
4 (Name of Principal)

5 Name the following persons as coagents:

6 Name of Coagent: _____

7 Coagent's Address: _____

8 Coagent's Telephone Number: _____

9 Name of Coagent: _____

10 Coagent's Address: _____

11 Coagent's Telephone Number: _____

12 Special Instructions Regarding Coagents: _____

13 _____

14 _____

15 _____

16 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

18 Name of Successor Agent: _____

19 Successor Agent's

20 Address: _____

21 Successor Agent's Telephone Number: _____

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

24 Name of Second Successor

25 Agent: _____

26 Second Successor Agent's

27 Address: _____

28 Second Successor Agent's Telephone Number: _____

29 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

34 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

27 () Use, develop, alter, replace, remove, erect, or install structures or other
28 improvements on real property in or incident to which the principal has, or claims to have,
29 an interest or right

30 () Participate in a reorganization with respect to real property or an entity
31 that owns an interest in or a right incident to real property and receive, hold, and act with
32 respect to stocks and bonds or other property received in a plan of reorganization, including:

33 (1) Selling or otherwise disposing of the stocks and bonds or other
34 property;

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

3 (3) Exercising voting rights in person or by proxy

4 (___) Change the form of title of an interest in or a right incident to real
5 property

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

8 (___) All of the above

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

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

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

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

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

24 (___) Manage or conserve tangible personal property or an interest in
25 tangible personal property on behalf of the principal, including:

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

27 (2) Obtaining or regaining possession of or protecting the property
28 or interest, by litigation or otherwise;

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

31 (4) Moving the property from place to place;

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

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

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

4 All of the above

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

6 Buy, sell, and exchange stocks and bonds

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

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

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

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

15 All of the above

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

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

20 Establish, continue, modify, and terminate option accounts

21 All of the above

22 E. Banks and Other Financial Institutions – With respect to this subject, I
23 authorize my agent to:

24 Continue, modify, transact all business in connection with, and
25 terminate an account or other banking arrangement made by or on behalf of the principal

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

1 Contract for services available from a financial institution, including
2 renting a safe deposit box or space in a vault

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

5 Withdraw, by check, money order, electronic funds transfer, or
6 otherwise, money or property of the principal deposited with or left in the custody of a
7 financial institution

8 Receive statements of account, vouchers, notices, and similar
9 documents from a financial institution and act with respect to them

10 Enter a safe deposit box or vault and withdraw or add to the contents

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

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

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

22 Apply for, receive, and use letters of credit, credit cards and debit cards,
23 electronic transaction authorizations, and traveler's checks from a financial institution and
24 give an indemnity or other agreement in connection with letters of credit

25 Consent to an extension of the time of payment with respect to
26 commercial paper or a financial transaction with a financial institution

27 All of the above

28 F. Operation of an Entity or a Business – With respect to this subject, I authorize
29 my agent to:

30 Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

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

1 () Enforce the terms of an ownership agreement

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

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

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

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

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

15 (2) Determine:

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

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

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

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

23 (v) The mode of engaging, compensating, and dealing with the
24 employees and accountants, attorneys, or other advisors of the entity or business;

25 (3) Change the name or form of organization under which the entity
26 or business is operated and enter into an ownership agreement with other persons to take
27 over all or part of the operation of the entity or business; and

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

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

1 Join in a plan of reorganization, consolidation, conversion,
2 domestication, or merger of the entity or business

3 Sell or liquidate all or part of an entity or business

4 Establish the value of an entity or a business under a buyout agreement
5 to which the principal is a party

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

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

13 All of the above

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

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

20 Procure new, different, and additional contracts of insurance and
21 annuities for the principal and the principal's spouse, children, and other dependents, and
22 select the amount, type of insurance or annuity, and mode of payment

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

25 Apply for and receive a loan secured by a contract of insurance or
26 annuity

27 Surrender and receive the cash surrender value on a contract of
28 insurance or annuity

29 Exercise an election

30 Exercise investment powers available under a contract of insurance or
31 annuity

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

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

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

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

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

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

14 All of the above

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

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

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

24 Exercise for the benefit of the principal a presently exercisable general
25 power of appointment held by the principal

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

30 Initiate, participate in, submit to alternative dispute resolution, settle,
31 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,
32 or surcharge a fiduciary

33 Conserve, invest, disburse, or use anything received for an authorized
34 purpose

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

4 Reject, renounce, disclaim, release, or consent to a reduction in or
5 modification of a share in or payment from the fund described above

6 All of the above

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

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

13 Bring an action to determine adverse claims or intervene or otherwise
14 participate in litigation

15 Seek an attachment, garnishment, order of arrest, or other preliminary,
16 provisional, or intermediate relief and use an available procedure to effect or satisfy a
17 judgment, order, or decree

18 Make or accept a tender, offer of judgment, or admission of facts, submit
19 a controversy on an agreed statement of facts, consent to examination, and bind the
20 principal in litigation

21 Submit to alternative dispute resolution, settle, and propose or accept
22 a compromise

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

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

1 Pay a judgment, award, or order against the principal or a settlement
2 made in connection with a claim or litigation

3 Receive money or other thing of value paid in settlement of or as
4 proceeds of a claim or litigation

5 All of the above

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

8 Perform the acts necessary to maintain the customary standard of
9 living of the principal, the principal's spouse, and the following individuals, whether living
10 when this power of attorney is executed or later born:

11 (1) The principal's children;

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

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

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

19 Provide living quarters for the individuals described above by:

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

21 (2) Paying the operating costs, including interest, amortization
22 payments, repairs, improvements, and taxes, for premises owned by the principal or
23 occupied by those individuals

24 Provide normal domestic help, usual vacations and travel expenses, and
25 funds for shelter, clothing, food, appropriate education, including postsecondary and
26 vocational education, and other current living costs for the individuals described above

27 Pay expenses for necessary health care and custodial care on behalf of
28 the individuals described above

29 Act as the principal's personal representative in accordance with the
30 Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social
31 Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to
32 the past, present, or future payment for the provision of health care consented to by the

1 principal or anyone authorized under the law of this State to consent to health care on
2 behalf of the principal

3 Continue provisions made by the principal for automobiles or other
4 means of transportation, including registering, licensing, insuring, and replacing the
5 means of transportation, for the individuals described above

6 Maintain credit and debit accounts for the convenience of the
7 individuals described above and open new accounts

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

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

14 All of the above

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

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

23 Take possession and order the removal and shipment of property of the
24 principal from a post, warehouse, depot, dock, or other place of storage or safekeeping,
25 either governmental or private, and execute and deliver a release, voucher, receipt, bill of
26 lading, shipping ticket, certificate, or other instrument for that purpose

27 Enroll in, apply for, select, reject, change, amend, or discontinue, on the
28 principal’s behalf, a benefit or program

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

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

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

3 All of the above

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

8 (1) An individual retirement account under Internal Revenue Code Section
9 408, 26 U.S.C. § 408;

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

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

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

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

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

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

23 Select the form and timing of payments under a retirement plan and
24 withdraw benefits from a plan

25 Make a rollover, including a direct trustee-to-trustee rollover, of
26 benefits from one retirement plan to another

27 Establish a retirement plan in the principal's name

28 Make contributions to a retirement plan

29 Exercise investment powers available under a retirement plan

30 Borrow from, sell assets to, or purchase assets from a retirement plan

31 All of the above

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

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

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

13 Exercise elections available to the principal under federal, state, local,
14 or foreign tax law

15 Act for the principal in all tax matters for all periods before the Internal
16 Revenue Service, or other taxing authority

17 All of the above

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

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

30 Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
31 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
32 not to exceed the aggregate annual gift tax exclusions for both spouses

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

- 1 (1) The value and nature of the principal's property;
- 2 (2) The principal's foreseeable obligations and need for maintenance;
- 3 (3) Minimization of taxes, including income, estate, inheritance,
4 generation-skipping transfer, and gift taxes;
- 5 (4) Eligibility for a benefit, a program, or assistance under a statute or
6 regulation; and
- 7 (5) The principal's personal history of making or joining in making gifts.)
- 8 () All of the above

9 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

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

22 () Create or change rights of survivorship

23 () Create or change a beneficiary designation, subject to any special instructions
24 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the
25 agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this
26 authority within the special instructions of this power of attorney or in a separate power of
27 attorney

28 () Authorize another person to exercise the authority granted under this power
29 of attorney

30 () Waive the principal's right to be a beneficiary of a joint and survivor annuity,
31 including a survivor benefit under a retirement plan

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

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

2 () IN ACCORDANCE WITH THE MARYLAND FIDUCIARY ACCESS TO DIGITAL
3 ASSETS ACT, ACCESS AND TAKE CONTROL OF (1) THE CONTENT OF ANY OF MY
4 ELECTRONIC COMMUNICATIONS, (2) ANY CATALOGUE OF ELECTRONIC
5 COMMUNICATIONS SENT OR RECEIVED BY ME, AND (3) ANY OTHER DIGITAL ASSET
6 IN WHICH I HAVE A RIGHT OR INTEREST

7 LIMITATION ON AGENT’S AUTHORITY

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

11 SPECIAL INSTRUCTIONS (OPTIONAL)

12 You may give special instructions on the following lines:

13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____

20 EFFECTIVE DATE

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

23 TERMINATION DATE (OPTIONAL)

24 This power of attorney shall terminate on _____, 20_____.
25 (Use a specific calendar date)

26 NOMINATION OF GUARDIAN (OPTIONAL)

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

29 Name of Nominee for guardian of my property:

30 _____

31 Nominee’s Address: _____

32 Nominee’s Telephone Number: _____

1 Name of Nominee for guardian of my person:
 2 _____
 3 Nominee's Address: _____
 4 Nominee's Telephone Number: _____

SIGNATURE AND ACKNOWLEDGMENT

6 _____
 7 Your Signature Date

8 _____
 9 Your Name Printed

10 _____
 11 _____
 12 Your Address

13 _____
 14 Your Telephone Number

15 STATE OF MARYLAND
 16 (COUNTY) OF _____

17 This document was acknowledged before me on
 18 _____,
 19 (Date)

20 by _____.
 21 (Name of Principal)

22 _____ (Seal, if any)
 23 Signature of Notary
 24 My commission expires: _____

WITNESS ATTESTATION

26 The foregoing power of attorney was, on the date written above, published and declared by
 27 _____
 28 (Name of Principal)

29 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
 30 request, and in the presence of each other, have attested to the same and have signed our
 31 names as attesting witnesses.

32 _____
 33 Witness #1 Signature

34 _____

1 Witness #1 Name Printed

2 _____

3 _____

4 Witness #1 Address

5 _____

6 Witness #1 Telephone Number

7 _____

8 Witness #2 Signature

9 _____

10 Witness #2 Name Printed

11 _____

12 _____

13 Witness #2 Address

14 _____

15 Witness #2 Telephone Number

16 This document prepared by:

17 _____

18 _____

19 IMPORTANT INFORMATION FOR AGENT

20 Agent's Duties

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

25 (1) Do what you know the principal reasonably expects you to do with the
26 principal's property or, if you do not know the principal's expectations, act in the principal's
27 best interest;

28 (2) Act with care, competence, and diligence for the best interest of the principal;

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

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

33 _____
34 (Principal's Name) by _____ (Your Signature) as Agent

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

- 1 (1) Act loyally for the principal's benefit;
- 2 (2) Avoid conflicts that would impair your ability to act in the principal's best
3 interest;
- 4 (3) Keep a record of all receipts, disbursements, and transactions made on behalf
5 of the principal;
- 6 (4) Cooperate with any person that has authority to make health care decisions
7 for the principal to do what you know the principal reasonably expects or, if you do not
8 know the principal's expectations, to act in the principal's best interest; and
- 9 (5) Attempt to preserve the principal's estate plan if you know the plan and
10 preserving the plan is consistent with the principal's best interest.

11 Termination of Agent's Authority

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

- 15 (1) Death of the principal;
- 16 (2) The principal's revocation of the power of attorney or your authority;
- 17 (3) The occurrence of a termination event stated in the power of attorney;
- 18 (4) The purpose of the power of attorney is fully accomplished; or
- 19 (5) If you are married to the principal, a legal action is filed with a court to end
20 your marriage, or for your legal separation, unless the Special Instructions in this power of
21 attorney state that such an action will not terminate your authority.

22 Liability of Agent

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

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

29 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
30 October 1, 2016.