

SENATE BILL 239

N2
SB 429/15 – JPR

6lr1091
CF HB 507

By: **Senator Kelley**

Introduced and read first time: January 22, 2016

Assigned to: Judicial Proceedings

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 17, 2016

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
16 under certain circumstances; authorizing a court to grant a certain guardian access
17 to the digital assets of a certain protected person; authorizing a guardian to request
18 the custodian to suspend or terminate a certain account under certain circumstances;
19 providing that the legal duties imposed on a fiduciary charged with managing certain
20 tangible property apply to the management of digital assets; establishing certain
21 limitations with respect to a certain fiduciary's or designated recipient's authority;
22 providing that, under certain circumstances, a certain fiduciary may access certain
23 tangible personal property and is an authorized user for the purpose of certain
24 computer-related laws; authorizing a custodian to disclose certain information to a
25 certain fiduciary under certain circumstances; authorizing a fiduciary of a user to

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.



1 request a custodian to terminate the user’s account under certain circumstances;
 2 requiring a custodian to comply with certain requests by a fiduciary or designated
 3 recipient within a certain time period; authorizing a fiduciary or designated recipient
 4 to apply for a certain court order under certain circumstances; providing that this
 5 Act does not limit a custodian’s ability to obtain or require a fiduciary or designated
 6 recipient to obtain a certain court order; authorizing a custodian to notify the user of
 7 a certain request; authorizing a custodian to deny a certain request under certain
 8 circumstances; providing that a custodian and its agents are immune from liability
 9 for an act or omission done in good faith compliance with this Act; requiring
 10 consideration to be given to the need to promote certain uniformity of the law in
 11 applying and construing this Act; providing that this Act modifies, limits, or
 12 supersedes certain federal law in a certain manner; providing for the scope and
 13 application of this Act; making the provisions of this Act severable; altering certain
 14 provisions in certain statutory forms for a power of attorney relating to authority to
 15 access and take control of certain digital assets in accordance with this Act; defining
 16 certain terms; making conforming changes; and generally relating to the Maryland
 17 Fiduciary Access to Digital Assets Act.

18 BY repealing and reenacting, with amendments,

19 Article – Estates and Trusts

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

21 Annotated Code of Maryland

22 (2011 Replacement Volume and 2015 Supplement)

23 BY adding to

24 Article – Estates and Trusts

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

27 Annotated Code of Maryland

28 (2011 Replacement Volume and 2015 Supplement)

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

30 ~~Article – Estates and Trusts~~

31 ~~Section 17–202 and 17–203~~

32 ~~Annotated Code of Maryland~~

33 ~~(2011 Replacement Volume and 2015 Supplement)~~

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

36 **Article – Estates and Trusts**

37 13–213.

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

1 14.5–815.

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

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

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

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

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

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

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

12 **15–601.**

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

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

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

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

22 (E) **“CATALOGUE OF ELECTRONIC COMMUNICATIONS” MEANS**
23 **INFORMATION THAT IDENTIFIES:**

24 (1) **EACH PERSON WITH WHOM A USER HAS HAD AN ELECTRONIC**
25 **COMMUNICATION;**

26 (2) **THE TIME AND DATE OF THE COMMUNICATION; AND**

27 (3) **THE ELECTRONIC ADDRESS OF THE PERSON.**

1 (F) "CONTENT OF AN ELECTRONIC COMMUNICATION" MEANS
2 INFORMATION CONCERNING THE SUBSTANCE OR MEANING OF A COMMUNICATION
3 THAT:

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

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

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

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

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

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

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

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

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

20 (J) "ELECTRONIC" MEANS RELATING TO TECHNOLOGY HAVING
21 ELECTRICAL, DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR
22 SIMILAR CAPABILITIES.

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

25 (L) "ELECTRONIC COMMUNICATION SERVICE" MEANS A CUSTODIAN THAT
26 PROVIDES TO A USER THE ABILITY TO SEND OR RECEIVE AN ELECTRONIC
27 COMMUNICATION.

28 (M) "FIDUCIARY" MEANS AN ORIGINAL, ADDITIONAL, OR SUCCESSOR
29 PERSONAL REPRESENTATIVE, GUARDIAN, AGENT, ~~TRUSTEE, OR ADVISER~~ OR
30 TRUSTEE.

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

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

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

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

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

17 (R) "PERSONAL REPRESENTATIVE" MEANS AN EXECUTOR,
18 ADMINISTRATOR, SPECIAL ADMINISTRATOR, OR PERSON THAT PERFORMS
19 SUBSTANTIALLY THE SAME FUNCTION UNDER A LAW OF THIS STATE OTHER THAN
20 THIS SUBTITLE.

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

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

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

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

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

1 (W) "REMOTE COMPUTING SERVICE" MEANS A CUSTODIAN WHO PROVIDES
2 TO A USER COMPUTER PROCESSING SERVICES OR THE STORAGE OF DIGITAL ASSETS
3 BY MEANS OF AN ELECTRONIC COMMUNICATIONS SYSTEM, AS DEFINED IN 18 U.S.C.
4 § 2510(14).

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

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

10 (2) "TRUSTEE" INCLUDES AN ORIGINAL, ADDITIONAL, OR
11 SUCCESSOR TRUSTEE OR COTRUSTEE, WHETHER OR NOT APPOINTED OR
12 CONFIRMED BY A COURT.

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

14 (AA) "WILL" INCLUDES A CODICIL, A TESTAMENTARY INSTRUMENT THAT
15 ONLY APPOINTS A PERSONAL REPRESENTATIVE, OR AN INSTRUMENT THAT
16 REVOKES OR REVISES A TESTAMENTARY INSTRUMENT IF THE CODICIL OR
17 INSTRUMENT SATISFIES THE REQUIREMENTS OF § 4-102, § 4-103, OR § 4-104 OF
18 THIS ARTICLE.

19 15-602.

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

22 15-603.

23 (A) (1) A USER MAY USE AN ONLINE TOOL TO DIRECT A CUSTODIAN TO
24 DISCLOSE TO A DESIGNATED RECIPIENT OR NOT DISCLOSE SOME OR ALL OF THE
25 USER'S DIGITAL ASSETS, INCLUDING THE CONTENT OF ELECTRONIC
26 COMMUNICATIONS SENT OR RECEIVED BY THE USER.

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

31 (B) IF THE USER DOES NOT USE AN ONLINE TOOL TO GIVE DIRECTION
32 UNDER SUBSECTION (A) OF THIS SECTION OR IF THE CUSTODIAN FAILS TO PROVIDE

1 AN ONLINE TOOL, THE USER MAY, IN A WILL, TRUST, POWER OF ATTORNEY, OR
2 OTHER RECORD, ALLOW OR PROHIBIT DISCLOSURE TO A FIDUCIARY OF SOME OR
3 ALL OF THE USER'S DIGITAL ASSETS, INCLUDING THE CONTENT OF ELECTRONIC
4 COMMUNICATIONS SENT OR RECEIVED BY THE USER.

5 (C) A DIRECTION BY A USER UNDER SUBSECTIONS (A) OR (B) OF THIS
6 SECTION SHALL OVERRIDE A CONTRARY PROVISION IN A TERMS-OF-SERVICE
7 AGREEMENT, IF THE TERMS-OF-SERVICE AGREEMENT DOES NOT REQUIRE THE
8 USER TO ACT AFFIRMATIVELY AND DISTINCTLY FROM THE USER'S ASSENT TO THE
9 TERMS OF SERVICE.

10 15-604.

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

14 (B) THIS SUBTITLE DOES NOT GRANT A FIDUCIARY OR DESIGNATED
15 RECIPIENT NEW OR EXPANDED RIGHTS OTHER THAN THOSE HELD BY THE USER FOR
16 WHOM OR FOR WHOSE ESTATE OR TRUST THE FIDUCIARY OR DESIGNATED
17 RECIPIENT ACTS OR REPRESENTS.

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

20 (1) A USER;

21 (2) FEDERAL LAW; OR

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

24 15-605.

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

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

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

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

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

7 **(C) A CUSTODIAN NEED NOT DISCLOSE UNDER THIS SUBTITLE A DIGITAL**
8 **ASSET DELETED BY A USER.**

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

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

16 **(I) A SUBSET, LIMITED BY DATE, OF THE USER'S DIGITAL**
17 **ASSETS;**

18 **(II) ALL OF THE USER'S DIGITAL ASSETS TO THE FIDUCIARY OR**
19 **DESIGNATED RECIPIENT;**

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

21 **(IV) ALL OF THE USER'S DIGITAL ASSETS TO THE COURT FOR**
22 **REVIEW IN CAMERA.**

23 **15-606.**

24 **IF A DECEASED USER CONSENTED TO OR A COURT DIRECTS THE DISCLOSURE**
25 **OF THE CONTENTS OF ELECTRONIC COMMUNICATIONS OF THE USER, A CUSTODIAN**
26 **SHALL DISCLOSE TO THE PERSONAL REPRESENTATIVE OF THE USER'S ESTATE THE**
27 **CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR RECEIVED BY THE USER IF**
28 **THE PERSONAL REPRESENTATIVE PROVIDES THE CUSTODIAN:**

29 **(1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR**
30 **ELECTRONIC FORM;**

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

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

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

9 (5) IF REQUESTED BY THE CUSTODIAN:

10 (I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
11 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
12 THE USER'S ACCOUNT;

13 (II) EVIDENCE LINKING THE ACCOUNT TO THE USER; OR

14 (III) A FINDING BY THE COURT THAT:

15 1. THE USER HAD A SPECIFIC ACCOUNT WITH THE
16 CUSTODIAN, IDENTIFIABLE BY THE INFORMATION SPECIFIED IN ITEM (I) OF THIS
17 ITEM;

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

21 3. UNLESS THE USER PROVIDED DIRECTION USING AN
22 ONLINE TOOL, THE USER CONSENTED TO DISCLOSURE OF THE CONTENT OF
23 ELECTRONIC COMMUNICATIONS; OR

24 4. DISCLOSURE OF THE CONTENT OF ELECTRONIC
25 COMMUNICATIONS OF THE USER IS REASONABLY NECESSARY FOR ADMINISTRATION
26 OF THE ESTATE.

27 15-607.

28 UNLESS A USER PROHIBITED DISCLOSURE OF DIGITAL ASSETS OR A COURT
29 DIRECTS OTHERWISE, A CUSTODIAN SHALL DISCLOSE TO THE PERSONAL
30 REPRESENTATIVE OF THE ESTATE OF THE USER A CATALOGUE OF ELECTRONIC
31 COMMUNICATIONS SENT OR RECEIVED BY THE USER AND THE DIGITAL ASSETS OF

1 THE USER, OTHER THAN THE CONTENT OF THE ELECTRONIC COMMUNICATIONS, IF
2 THE PERSONAL REPRESENTATIVE PROVIDES THE CUSTODIAN:

3 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
4 ELECTRONIC FORM;

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

6 (3) A COPY OF THE ~~LETTER OF APPOINTMENT~~ LETTERS OF
7 ADMINISTRATION OF THE PERSONAL REPRESENTATIVE OR COURT ORDER
8 APPOINTING A SPECIAL ADMINISTRATOR; AND

9 (4) IF REQUESTED BY THE CUSTODIAN:

10 (I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
11 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
12 THE USER'S ACCOUNT;

13 (II) EVIDENCE LINKING THE ACCOUNT TO THE USER;

14 (III) AN AFFIDAVIT STATING THAT DISCLOSURE OF THE USER'S
15 DIGITAL ASSETS IS REASONABLY NECESSARY FOR ADMINISTRATION OF THE ESTATE;
16 OR

17 (IV) A FINDING BY THE COURT THAT:

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

21 2. DISCLOSURE OF THE CONTENT OF ELECTRONIC
22 COMMUNICATIONS OF THE USER IS REASONABLY NECESSARY FOR ADMINISTRATION
23 OF THE ESTATE.

24 15-608.

25 TO THE EXTENT THAT A POWER OF ATTORNEY EXPRESSLY GRANTS AN AGENT
26 AUTHORITY OVER THE CONTENT OF ELECTRONIC COMMUNICATIONS SENT OR
27 RECEIVED BY THE PRINCIPAL AND UNLESS DIRECTED OTHERWISE BY THE
28 PRINCIPAL OR A COURT, A CUSTODIAN SHALL DISCLOSE TO THE AGENT THE
29 CONTENT IF THE AGENT PROVIDES THE CUSTODIAN:

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

3 (2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY EXPRESSLY
4 GRANTING THE AGENT AUTHORITY OVER THE CONTENT OF ELECTRONIC
5 COMMUNICATIONS OF THE PRINCIPAL;

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

8 (4) IF REQUESTED BY THE CUSTODIAN:

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

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

13 **15-609.**

14 UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A PRINCIPAL, OR
15 PROVIDED BY A POWER OF ATTORNEY, A CUSTODIAN SHALL DISCLOSE TO AN AGENT
16 WITH SPECIFIC AUTHORITY OVER DIGITAL ASSETS OR GENERAL AUTHORITY TO ACT
17 ON BEHALF OF A PRINCIPAL A CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT
18 OR RECEIVED BY THE PRINCIPAL AND DIGITAL ASSETS, OTHER THAN THE CONTENT
19 OF ELECTRONIC COMMUNICATIONS, OF THE PRINCIPAL IF THE AGENT PROVIDES
20 THE CUSTODIAN:

21 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
22 ELECTRONIC FORM;

23 (2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY ~~EXPRESSLY~~
24 ~~GRANTING THE AGENT~~ THAT GRANTS THE AGENT SPECIFIC AUTHORITY OVER
25 DIGITAL ASSETS OR GENERAL ~~ATTORNEY~~ AUTHORITY TO ACT ON BEHALF OF THE
26 PRINCIPAL;

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

29 (4) IF REQUESTED BY THE CUSTODIAN:

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

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

5 15-610.

6 UNLESS OTHERWISE ORDERED BY A COURT OR PROVIDED IN A TRUST, A
7 CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS AN ORIGINAL USER OF AN
8 ACCOUNT THE DIGITAL ASSETS OF THE ACCOUNT HELD IN TRUST, INCLUDING A
9 CATALOGUE OF ELECTRONIC COMMUNICATIONS OF THE TRUSTEE AND THE
10 CONTENT OF ELECTRONIC COMMUNICATIONS.

11 15-611.

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

18 (1) A WRITTEN REQUEST FOR DISCLOSURE IN PHYSICAL OR
19 ELECTRONIC FORM;

20 (2) A COPY OF THE TRUST INSTRUMENT OR CERTIFICATION OF THE
21 TRUST UNDER § 14.5-910 OF THIS ARTICLE THAT INCLUDES CONSENT TO
22 DISCLOSURE OF THE CONTENT OF ELECTRONIC COMMUNICATIONS TO THE
23 TRUSTEE;

24 (3) A CERTIFICATION BY THE TRUSTEE, UNDER PENALTY OF
25 PERJURY, THAT THE TRUST EXISTS AND THE TRUSTEE IS A CURRENTLY ACTING
26 TRUSTEE OF THE TRUST; AND

27 (4) IF REQUESTED BY THE CUSTODIAN:

28 (I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
29 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
30 THE TRUST'S ACCOUNT; OR

31 (II) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.

1 15-612.

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

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

12 (2) A COPY OF THE TRUST INSTRUMENT OR CERTIFICATION OF THE
13 TRUST UNDER § 14.5-910 OF THIS ARTICLE;

14 (3) A CERTIFICATION BY THE TRUSTEE, UNDER PENALTY OF
15 PERJURY, THAT THE TRUST EXISTS AND THE TRUSTEE IS A CURRENTLY ACTING
16 TRUSTEE OF THE TRUST; 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 TRUST'S ACCOUNT; OR

21 (ii) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.

22 15-613.

23 (A) AFTER AN OPPORTUNITY FOR HEARING UNDER TITLE 13, SUBTITLE 2
24 OR TITLE 13, SUBTITLE 7 OF THIS ARTICLE, A COURT MAY GRANT A GUARDIAN
25 ACCESS TO THE DIGITAL ASSETS OF THE PROTECTED PERSON FOR WHOM THE
26 GUARDIAN HAS BEEN APPOINTED.

27 (B) UNLESS OTHERWISE ORDERED BY A COURT OR DIRECTED BY A USER, A
28 CUSTODIAN SHALL DISCLOSE TO A GUARDIAN THE CATALOGUE OF ELECTRONIC
29 COMMUNICATIONS SENT OR RECEIVED BY THE PROTECTED PERSON AND THE
30 DIGITAL ASSETS, OTHER THAN THE CONTENT OF ELECTRONIC COMMUNICATIONS,
31 IN WHICH THE PROTECTED PERSON HAS A RIGHT OR INTEREST IF THE GUARDIAN
32 PROVIDES THE CUSTODIAN:

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

3 (2) A COPY OF THE COURT ORDER THAT GIVES THE GUARDIAN
4 AUTHORITY OVER THE DIGITAL ASSETS OF THE PROTECTED PERSON; AND

5 (3) 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 PROTECTED PERSON'S ACCOUNT; OR

9 (II) EVIDENCE LINKING THE ACCOUNT TO THE PROTECTED
10 PERSON.

11 (C) (1) A GUARDIAN WITH GENERAL AUTHORITY TO MANAGE THE ASSETS
12 OF A PROTECTED PERSON MAY REQUEST A CUSTODIAN OF THE DIGITAL ASSETS OF
13 THE PROTECTED PERSON TO SUSPEND OR TERMINATE AN ACCOUNT OF THE
14 PROTECTED PERSON FOR GOOD CAUSE.

15 (2) A REQUEST MADE UNDER THIS SUBSECTION SHALL BE
16 ACCOMPANIED BY A COPY OF THE COURT ORDER GRANTING THE CUSTODIAN
17 AUTHORITY OVER THE PROTECTED PERSON'S PROPERTY.

18 15-614.

19 (A) THE LEGAL DUTIES IMPOSED ON A FIDUCIARY CHARGED WITH
20 MANAGING TANGIBLE PROPERTY APPLY TO THE MANAGEMENT OF DIGITAL ASSETS,
21 INCLUDING:

22 (1) THE DUTY OF CARE;

23 (2) THE DUTY OF LOYALTY; AND

24 (3) THE DUTY OF CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

20 (2) IS AN AUTHORIZED USER FOR THE PURPOSE OF
21 COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §
22 7-302 OF THE CRIMINAL LAW ARTICLE.

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

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

28 (2) THE FIDUCIARY SHALL SUBMIT THE REQUEST FOR TERMINATION
29 TO THE CUSTODIAN IN WRITING, IN EITHER PHYSICAL OR ELECTRONIC FORM,
30 ACCOMPANIED BY:

31 (I) IF THE USER IS DECEASED, A COPY OF THE DEATH
32 CERTIFICATE OF THE USER;

1 (II) A COPY OF THE ~~LETTER OF APPOINTMENT OF THE~~
2 ~~PERSONAL REPRESENTATIVE, COURT ORDER~~ LETTERS OF ADMINISTRATION OF THE
3 PERSONAL REPRESENTATIVE OR COURT ORDER APPOINTING A SPECIAL
4 ADMINISTRATOR, POWER OF ATTORNEY, OR TRUST GRANTING THE FIDUCIARY
5 AUTHORITY OVER THE ACCOUNT; AND

6 (III) IF REQUESTED BY THE CUSTODIAN:

7 1. A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
8 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
9 THE USER'S ACCOUNT;

10 2. EVIDENCE LINKING THE ACCOUNT TO THE USER; OR

11 3. A FINDING BY THE COURT THAT THE USER HAD A
12 SPECIFIC ACCOUNT WITH THE CUSTODIAN, IDENTIFIABLE BY THE INFORMATION
13 SPECIFIED IN ITEM 1 OF THIS ITEM.

14 **15-615.**

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

20 (2) IF THE CUSTODIAN FAILS TO COMPLY WITH THE REQUEST, THE
21 FIDUCIARY OR DESIGNATED RECIPIENT MAY APPLY TO A COURT FOR AN ORDER
22 DIRECTING COMPLIANCE.

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

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

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

1 **(E) THIS SUBTITLE DOES NOT LIMIT A CUSTODIAN’S ABILITY TO OBTAIN OR**
2 **TO REQUIRE A FIDUCIARY OR DESIGNATED RECIPIENT REQUESTING DISCLOSURE**
3 **OR TERMINATION UNDER THIS SUBTITLE TO OBTAIN A COURT ORDER THAT:**

4 **(1) SPECIFIES THAT AN ACCOUNT BELONGS TO THE PROTECTED**
5 **PERSON OR PRINCIPAL;**

6 **(2) SPECIFIES THAT THERE IS SUFFICIENT CONSENT FROM THE**
7 **PROTECTED PERSON OR PRINCIPAL TO SUPPORT THE REQUESTED DISCLOSURE OR**
8 **TERMINATION; AND**

9 **(3) CONTAINS A FINDING REQUIRED BY LAW OTHER THAN THIS**
10 **SUBTITLE.**

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

14 **15–616.**

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

19 **15–617.**

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

25 **15–618.**

26 **THIS SUBTITLE APPLIES TO:**

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

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

1 intend to delegate to your attorney-in-fact (the Agent) and which you do not want the
2 Agent to exercise.

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

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

7 DESIGNATION OF AGENT

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

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

11 I, _____ ,
12 (Name of Principal)

13 Name the following person as my agent:

14 Name of Agent: _____

15 Agent’s Address: _____

16 Agent’s Telephone Number: _____

17 DESIGNATION OF COAGENTS (OPTIONAL)

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

20 I, _____ ,
21 (Name of Principal)

22 Name the following persons as coagents:

23 Name of Coagent: _____

24 Coagent’s Address: _____

25 Coagent’s Telephone Number: _____

26 Name of Coagent: _____

27 Coagent’s Address: _____

1 Coagent's Telephone Number: _____

2 Special Instructions Regarding Coagents: _____

3 _____

4 _____

5 _____

6 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

8 Name of Successor Agent: _____

9 Successor Agent's

10 Address: _____

11 Successor Agent's

12 Telephone Number: _____

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

15 Name of Second

16 Successor Agent: _____

17 Second Successor

18 Agent's Address: _____

19 Second Successor Agent's

20 Telephone Number: _____

21 GRANT OF GENERAL AUTHORITY

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

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

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

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

1 arrangement with a bank, trust company, savings and loan association, credit union, thrift
2 company, brokerage firm, or other financial institution selected by the agent; contract for
3 services available from a financial institution, including renting a safe deposit box or space
4 in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or
5 leave in the custody of, a financial institution money or property of the principal; withdraw,
6 by check, money order, electronic funds transfer, or otherwise, money or property of the
7 principal deposited with or left in the custody of a financial institution; receive statements
8 of account, vouchers, notices, and similar documents from a financial institution and act
9 with respect to them; enter a safe deposit box or vault and withdraw or add to the contents;
10 borrow money and pledge as security personal property of the principal necessary to borrow
11 money or pay, renew, or extend the time of payment of a debt of the principal or a debt
12 guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and
13 negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of
14 the principal or payable to the principal or the principal's order, transfer money, receive
15 the cash or other proceeds of those transactions; and apply for, receive, and use credit cards
16 and debit cards, electronic transaction authorizations, and traveler's checks from a
17 financial institution.

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

40 Claims and litigation – With respect to this subject, I authorize my agent to: assert and
41 maintain before a court or administrative agency a claim, claim for relief, cause of action,
42 counterclaim, offset, recoupment, or defense, including an action to recover property or
43 other thing of value, recover damages sustained by the principal, eliminate or modify tax
44 liability, or seek an injunction, specific performance, or other relief; act for the principal
45 with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the

1 principal or some other person, or with respect to a reorganization, receivership, or
2 application for the appointment of a receiver or trustee that affects an interest of the
3 principal in property or other thing of value; pay a judgment, award, or order against the
4 principal or a settlement made in connection with a claim or litigation; and receive money
5 or other thing of value paid in settlement of or as proceeds of a claim or litigation.

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

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

1 this authority in the Special Instructions section that follows or in a separate power of
2 attorney.

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

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

21 SPECIAL INSTRUCTIONS (OPTIONAL)

22 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____

31 EFFECTIVE DATE

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

34 TERMINATION DATE (OPTIONAL)

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

37 NOMINATION OF GUARDIAN (OPTIONAL)

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

3 Name of nominee for guardian of my property: _____

4 Nominee's address: _____

5 Nominee's telephone number: _____

6 Name of nominee for guardian of my person: _____

7 Nominee's address: _____

8 Nominee's telephone number: _____

9 SIGNATURE AND ACKNOWLEDGMENT

10 _____

11 Your Signature

_____ Date

12 _____

13 Your Name Printed

14 _____

15 _____

16 Your Address

17 _____

18 Your Telephone Number

19 STATE OF MARYLAND

20 (COUNTY) OF _____

21 This document was acknowledged before me on

22 _____

23 (Date)

24 By _____ to be his/her act.

25 (Name of Principal)

26 _____ (SEAL, IF ANY)

27 Signature of Notary

28 My commission expires: _____

29 WITNESS ATTESTATION

30 The foregoing power of attorney was, on the date written above, published and declared by

31 _____

32 (Name of Principal)

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

4 _____
5 Witness #1 Signature

6 _____
7 Witness #1 Name Printed

8 _____
9 _____
10 Witness #1 Address

11 _____
12 Witness #1 Telephone Number

13 _____
14 Witness #2 Signature

15 _____
16 Witness #2 Name Printed

17 _____
18 _____
19 Witness #2 Address

20 _____
21 Witness #2 Telephone Number”

22 17–203.

23 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

24 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

14 **DESIGNATION OF AGENT**

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

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

18 I, _____, name the following person
 19 (Name of Principal)
 20 as my agent:

21 Name of
 22 Agent: _____
 23 Agent’s
 24 Address: _____
 25 Agent’s Telephone
 26 Number: _____

27 **DESIGNATION OF COAGENTS (OPTIONAL)**

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

30 I, _____ ,
 31 (Name of Principal)

32 Name the following persons as coagents:

1 Name of Coagent: _____

2 Coagent's Address: _____

3 Coagent's Telephone Number: _____

4 Name of Coagent: _____

5 Coagent's Address: _____

6 Coagent's Telephone Number: _____

7 Special Instructions Regarding Coagents: _____

8 _____

9 _____

10 _____

11 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

13 Name of Successor Agent: _____

14 Successor Agent's

15 Address: _____

16 Successor Agent's 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 Successor

20 Agent: _____

21 Second Successor Agent's

22 Address: _____

23 Second Successor Agent's Telephone Number: _____

24 GRANT OF GENERAL AUTHORITY

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

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

31 (2) Contract with another person, on terms agreeable to the agent, to
32 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 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or
4 communication the agent considers desirable to accomplish a purpose of a transaction,
5 including creating a schedule contemporaneously or at a later time listing some or all of the
6 principal's property and attaching the schedule to 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) Seek on the principal's behalf the assistance of a court or other
11 governmental agency to carry out an act authorized in this power of attorney;

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

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

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

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

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

22 (INITIAL each authority in any subject you want to include in the agent's general
23 authority. Cross through each authority in any subject that you want to exclude. If you
24 wish to grant general authority over an entire subject, you may initial "All of the above"
25 instead of initialing each authority.)

26 SUBJECTS AND AUTHORITY

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

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

31 (___) Sell, exchange, convey with or without covenants, representations, or
32 warranties, quitclaim, release, surrender, retain title for security, encumber, partition,
33 consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or
34 other governmental permits, plat or consent to platting, develop, grant an option

1 concerning, lease, sublease, contribute to an entity in exchange for an interest in that
2 entity, or otherwise grant or dispose of an interest in real property or a right incident to
3 real property

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

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

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

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

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

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

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

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

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

25 (1) Selling or otherwise disposing of the stocks and bonds or other
26 property;

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

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

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

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

1 All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

29 All of the above

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

1 Buy, sell, and exchange stocks and bonds

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

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

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

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

10 All of the above

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

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

15 Establish, continue, modify, and terminate option accounts

16 All of the above

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

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

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

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

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

29 Withdraw, by check, money order, electronic funds transfer, or
30 otherwise, money or property of the principal deposited with or left in the custody of a
31 financial institution

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

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

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

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

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

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

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

20 All of the above

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

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

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

27 Enforce the terms of an ownership agreement

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

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

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

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

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

8 (2) Determine:

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

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

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

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

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

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

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

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

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

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

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

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

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

6 All of the above

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

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

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

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

18 Apply for and receive a loan secured by a contract of insurance or
19 annuity

20 Surrender and receive the cash surrender value on a contract of
21 insurance or annuity

22 Exercise an election

23 Exercise investment powers available under a contract of insurance or
24 annuity

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

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

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

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

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

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

7 All of the above

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

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

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

17 Exercise for the benefit of the principal a presently exercisable general
18 power of appointment held by the principal

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

23 Initiate, participate in, submit to alternative dispute resolution, settle,
24 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,
25 or surcharge a fiduciary

26 Conserve, invest, disburse, or use anything received for an authorized
27 purpose

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

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

33 All of the above

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

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

7 Bring an action to determine adverse claims or intervene or otherwise
8 participate in litigation

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

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

15 Submit to alternative dispute resolution, settle, and propose or accept
16 a compromise

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

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

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

31 Receive money or other thing of value paid in settlement of or as
32 proceeds of a claim or litigation

33 All of the above

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

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

4 (1) The principal's children;

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

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

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

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

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

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

17 () Provide normal domestic help, usual vacations and travel expenses, and
18 funds for shelter, clothing, food, appropriate education, including postsecondary and
19 vocational education, and other current living costs for the individuals described above

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

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

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

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

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

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

7 All of the above

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

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

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

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

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

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

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

30 All of the above

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

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

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

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

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

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

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

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

16 () Select the form and timing of payments under a retirement plan and
17 withdraw benefits from a plan

18 () Make a rollover, including a direct trustee-to-trustee rollover, of
19 benefits from one retirement plan to another

20 () Establish a retirement plan in the principal's name

21 () Make contributions to a retirement plan

22 () Exercise investment powers available under a retirement plan

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

24 () All of the above

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

26 () Prepare, sign, and file federal, state, local, and foreign income, gift,
27 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for
28 refunds, requests for extension of time, petitions regarding tax matters, and other
29 tax-related documents, including receipts, offers, waivers, consents, including consents
30 and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing
31 agreements, and other powers of attorney required by the Internal Revenue Service or other

1 taxing authority with respect to a tax year on which the statute of limitations has not run
2 and the following 25 tax years

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

6 Exercise elections available to the principal under federal, state, local,
7 or foreign tax law

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

10 All of the above

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

15 Make outright to, or for the benefit of, a person, a gift of part or all of
16 the principal's property, including by the exercise of a presently exercisable general power
17 of appointment held by the principal, in an amount for each donee not to exceed the annual
18 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),
19 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the
20 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue
21 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the
22 annual federal gift tax exclusion limit

23 Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
24 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
25 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

2 (___) All of the above

3 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

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

16 (___) Create or change rights of survivorship

17 (___) Create or change a beneficiary designation, subject to any special instructions
18 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the
19 agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this
20 authority within the special instructions of this power of attorney or in a separate power of
21 attorney

22 (___) Authorize another person to exercise the authority granted under this power
23 of attorney

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

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

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

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

1 LIMITATION ON AGENT'S AUTHORITY

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

5 SPECIAL INSTRUCTIONS (OPTIONAL)

6 You may give special instructions on the following lines:

7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____

14 EFFECTIVE DATE

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

17 TERMINATION DATE (OPTIONAL)

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

20 NOMINATION OF GUARDIAN (OPTIONAL)

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

23 Name of Nominee for guardian of my property:
24 _____
25 Nominee's Address: _____
26 Nominee's Telephone Number: _____

27 Name of Nominee for guardian of my person:
28 _____
29 Nominee's Address: _____
30 Nominee's Telephone Number: _____

31 SIGNATURE AND ACKNOWLEDGMENT

32 _____

1 Your Signature Date

2 _____

3 Your Name Printed

4 _____

5 _____

6 Your Address

7 _____

8 Your Telephone Number

9 STATE OF MARYLAND

10 (COUNTY) OF _____

11 This document was acknowledged before me on _____,

12 _____,

13 (Date)

14 by _____.

15 (Name of Principal)

16 _____ (Seal, if any)

17 Signature of Notary

18 My commission expires: _____

19 WITNESS ATTESTATION

20 The foregoing power of attorney was, on the date written above, published and declared by

21 _____

22 (Name of Principal)

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

26 _____

27 Witness #1 Signature

28 _____

29 Witness #1 Name Printed

30 _____

31 _____

32 Witness #1 Address

33 _____

34 Witness #1 Telephone Number

35 _____

36 Witness #2 Signature

1 _____

2 Witness #2 Name Printed

3 _____

4 _____

5 Witness #2 Address

6 _____

7 Witness #2 Telephone Number

8 This document prepared by:

9 _____

10 _____

11 IMPORTANT INFORMATION FOR AGENT

12 Agent's Duties

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

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

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

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

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

25 _____
26 (Principal's Name) by _____ (Your Signature) as Agent

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

28 (1) Act loyally for the principal's benefit;

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

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

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

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

6 Termination of Agent's Authority

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

10 (1) Death of the principal;

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

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

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

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

17 Liability of Agent

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

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

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