

Chapter 364

(Senate Bill 239)

AN ACT concerning

Maryland Fiduciary Access to Digital Assets Act

FOR the purpose of establishing the Maryland Fiduciary Access to Digital Assets Act; authorizing a certain user to direct a certain custodian of certain digital assets to disclose or not to disclose those assets under certain circumstances and in a certain manner; providing that this Act does not change, impair, or expand certain rights with respect to the digital assets of a user; authorizing a custodian to grant a certain fiduciary or designated recipient certain access to a user's account or a copy of certain records under certain circumstances; authorizing a custodian to charge a reasonable administrative charge for the cost of disclosing digital assets under this Act; providing that a custodian need not disclose certain digital assets under certain circumstances; authorizing a custodian to seek a court order directing disclosure under certain circumstances; requiring a custodian to disclose the content of certain electronic communications under certain circumstances; requiring a custodian to disclose a catalogue of certain electronic communications and certain digital assets under certain circumstances; authorizing a court to grant a certain guardian access to the digital assets of a certain protected person; authorizing a guardian to request the custodian to suspend or terminate a certain account under certain circumstances; providing that the legal duties imposed on a fiduciary charged with managing certain tangible property apply to the management of digital assets; establishing certain limitations with respect to a certain fiduciary's or designated recipient's authority; providing that, under certain circumstances, a certain fiduciary may access certain tangible personal property and is an authorized user for the purpose of certain computer-related laws; authorizing a custodian to disclose certain information to a certain fiduciary under certain circumstances; authorizing a fiduciary of a user to request a custodian to terminate the user's account under certain circumstances; requiring a custodian to comply with certain requests by a fiduciary or designated recipient within a certain time period; authorizing a fiduciary or designated recipient to apply for a certain court order under certain circumstances; providing that this Act does not limit a custodian's ability to obtain or require a fiduciary or designated recipient to obtain a certain court order; authorizing a custodian to notify the user of a certain request; authorizing a custodian to deny a certain request under certain circumstances; providing that a custodian and its agents are immune from liability for an act or omission done in good faith compliance with this Act; requiring consideration to be given to the need to promote certain uniformity of the law in applying and construing this Act; providing that this Act modifies, limits, or supersedes certain federal law in a certain manner; providing for the scope and application of this Act; making the provisions of this Act severable; altering certain provisions in certain statutory forms for a power of attorney relating to authority to access and take control of certain digital assets in accordance with this Act; defining

certain terms; making conforming changes; and generally relating to the Maryland Fiduciary Access to Digital Assets Act.

BY repealing and reenacting, with amendments,

Article – Estates and Trusts

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

Annotated Code of Maryland

(2011 Replacement Volume and 2015 Supplement)

BY adding to

Article – Estates and Trusts

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

Annotated Code of Maryland

(2011 Replacement Volume and 2015 Supplement)

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

~~Article – Estates and Trusts~~

~~Section 17–202 and 17–203~~

~~Annotated Code of Maryland~~

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

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

Article – Estates and Trusts

13–213.

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

14.5–815.

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

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

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

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

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

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

SUBTITLE 6. MARYLAND FIDUCIARY ACCESS TO DIGITAL ASSETS ACT.

15-601.

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

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

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

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

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

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

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

(3) THE ELECTRONIC ADDRESS OF THE PERSON.

(F) “CONTENT OF AN ELECTRONIC COMMUNICATION” MEANS INFORMATION CONCERNING THE SUBSTANCE OR MEANING OF A COMMUNICATION THAT:

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

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

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

(3) IS NOT READILY ACCESSIBLE TO THE PUBLIC.

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

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

~~(H)~~ (1) “DIGITAL ASSET” MEANS AN ELECTRONIC RECORD IN WHICH AN INDIVIDUAL HAS A RIGHT OR INTEREST.

(2) “DIGITAL ASSET” DOES NOT INCLUDE AN UNDERLYING ASSET OR LIABILITY UNLESS THE ASSET OR LIABILITY IS ITSELF AN ELECTRONIC RECORD.

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

(J) “ELECTRONIC” MEANS RELATING TO TECHNOLOGY HAVING ELECTRICAL, DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR SIMILAR CAPABILITIES.

(K) “ELECTRONIC COMMUNICATION” HAS THE MEANING STATED IN 18 U.S.C. § 2510(12).

(L) “ELECTRONIC COMMUNICATION SERVICE” MEANS A CUSTODIAN THAT PROVIDES TO A USER THE ABILITY TO SEND OR RECEIVE AN ELECTRONIC COMMUNICATION.

(M) “FIDUCIARY” MEANS AN ORIGINAL, ADDITIONAL, OR SUCCESSOR PERSONAL REPRESENTATIVE, GUARDIAN, AGENT, ~~TRUSTEE, OR ADVISER~~ OR TRUSTEE.

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

(2) “GUARDIAN” INCLUDES A LIMITED GUARDIAN.

(O) “INFORMATION” MEANS DATA, TEXT, IMAGES, VIDEOS, SOUNDS, CODES, COMPUTER PROGRAMS, SOFTWARE, OR DATABASES.

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

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

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

(S) “POWER OF ATTORNEY” HAS THE MEANING STATED IN § 17-101 OF THIS ARTICLE.

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

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

(2) “PROTECTED PERSON” INCLUDES AN INDIVIDUAL FOR WHOM AN APPLICATION FOR THE APPOINTMENT OF A GUARDIAN IS PENDING.

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

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

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

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

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

(Z) “USER” MEANS A PERSON WHO HAS AN ACCOUNT WITH A CUSTODIAN.

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

15-602.

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

15-603.

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

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

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

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

15-604.

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

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

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

(1) A USER;

(2) FEDERAL LAW; OR

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

15-605.

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

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

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

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

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

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

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

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

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

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

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

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

15-606.

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

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

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

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

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

(5) IF REQUESTED BY THE CUSTODIAN:

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

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

(III) A FINDING BY THE COURT THAT:

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

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

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

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

15-607.

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

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

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

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

(4) IF REQUESTED BY THE CUSTODIAN:

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

(II) EVIDENCE LINKING THE ACCOUNT TO THE USER;

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

(IV) A FINDING BY THE COURT THAT:

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

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

15-608.

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

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

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

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

(4) IF REQUESTED BY THE CUSTODIAN:

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

(II) EVIDENCE LINKING THE ACCOUNT TO THE PRINCIPAL.

15-609.

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

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

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

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

(4) IF REQUESTED BY THE CUSTODIAN:

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

(II) EVIDENCE LINKING THE ACCOUNT TO THE PRINCIPAL.

15-610.

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

15-611.

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

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

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

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

(4) IF REQUESTED BY THE CUSTODIAN:

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

(ii) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.

15-612.

UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A USER, OR PROVIDED IN A TRUST, A CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS NOT AN ORIGINAL USER OF AN ACCOUNT A CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR RECEIVED BY AN ORIGINAL OR SUCCESSOR USER OR STORED, CARRIED, OR MAINTAINED BY THE CUSTODIAN IN AN ACCOUNT OF THE

TRUST AND THE DIGITAL ASSETS, OTHER THAN ELECTRONIC COMMUNICATIONS, IN WHICH THE TRUST HAS A RIGHT OR INTEREST IF THE TRUSTEE PROVIDES THE CUSTODIAN:

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

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

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

(4) IF REQUESTED BY THE CUSTODIAN:

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

(II) EVIDENCE LINKING THE ACCOUNT TO THE TRUST.

15-613.

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

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

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

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

(3) IF REQUESTED BY THE CUSTODIAN:

(I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY THE PROTECTED PERSON'S ACCOUNT; OR

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

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

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

15-614.

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

- (1) THE DUTY OF CARE;
- (2) THE DUTY OF LOYALTY; AND
- (3) THE DUTY OF CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(III) IF REQUESTED BY THE CUSTODIAN:

- 1. A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY THE USER'S ACCOUNT;**
- 2. EVIDENCE LINKING THE ACCOUNT TO THE USER; OR**
- 3. A FINDING BY THE COURT THAT THE USER HAD A SPECIFIC ACCOUNT WITH THE CUSTODIAN, IDENTIFIABLE BY THE INFORMATION SPECIFIED IN ITEM 1 OF THIS ITEM.**

15-615.

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

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

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

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

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

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

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

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

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

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

15-616.

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

15-617.

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

15-618.

THIS SUBTITLE APPLIES TO:

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

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

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

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

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

15–619.

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

15–620.

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

17–202.

“MARYLAND STATUTORY FORM

PERSONAL FINANCIAL POWER OF ATTORNEY

IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

DESIGNATION OF AGENT

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

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

I, _____ ,
(Name of Principal)

Name the following person as my agent:

Name of Agent: _____

Agent’s Address: _____

Agent’s Telephone Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

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

I, _____ ,
(Name of Principal)

Name the following persons as coagents:

Name of Coagent: _____

Coagent’s Address: _____

Coagent’s Telephone Number: _____

Name of Coagent: _____

Coagent’s Address: _____

Coagent’s Telephone Number: _____

Special Instructions Regarding Coagents: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

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

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

SUBJECTS AND AUTHORITY

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

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

Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Banks and other financial institutions – With respect to this subject, I authorize my agent to: continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal; establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent; contract for services available from a financial institution, including renting a safe deposit box or space

in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the custody of, a financial institution money or property of the principal; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions; and apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

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

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

principal in property or other thing of value; pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

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

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

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

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

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

EFFECTIVE DATE

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

TERMINATION DATE (OPTIONAL)

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

NOMINATION OF GUARDIAN (OPTIONAL)

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

Name of nominee for guardian of my property: _____

Nominee's address: _____

Nominee's telephone number: _____

Name of nominee for guardian of my person: _____

Nominee's address: _____

Nominee's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

Your Signature

Date

Your Name Printed

Your Address

Your Telephone Number

STATE OF MARYLAND
(COUNTY) OF _____

This document was acknowledged before me on

(Date)

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

Signature of Notary (SEAL, IF ANY)

My commission expires: _____

WITNESS ATTESTATION

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

(Name of Principal)

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

Witness #1 Signature

Witness #1 Name Printed

Witness #1 Address

Witness #1 Telephone Number

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address

Witness #2 Telephone Number”

17–203.

“MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

DESIGNATION OF AGENT

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

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

I, _____, name the following person
(Name of Principal)

as my agent:

Name of Agent: _____

Agent’s Address: _____

Agent’s Telephone Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

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

I, _____ ,

(Name of Principal)

Name the following persons as coagents:

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Special Instructions Regarding Coagents: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____

Successor Agent's

Address: _____

Successor Agent's Telephone Number: _____

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

Name of Second Successor

Agent: _____

Second Successor Agent's

Address: _____

Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

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

(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and

conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

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

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

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

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

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

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

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

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

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

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

SUBJECTS AND AUTHORITY

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

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

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

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

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

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

- (1) Insuring against liability or casualty or other loss;
- (2) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- (3) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- (4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property

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

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

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

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

(3) Exercising voting rights in person or by proxy

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

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

All of the above

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

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

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

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

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

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

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

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

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

(4) Moving the property from place to place;

- (5) Storing the property for hire or on a gratuitous bailment; and
- (6) Using and making repairs, alterations, or improvements to the property

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

All of the above

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

Buy, sell, and exchange stocks and bonds

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

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

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

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

All of the above

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

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

Establish, continue, modify, and terminate option accounts

All of the above

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

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

Establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings

and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent

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

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

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

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

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

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

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

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

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

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

All of the above

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

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

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

(___) Enforce the terms of an ownership agreement

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

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

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

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

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

(2) Determine:

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

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

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

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

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

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

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

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

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

Sell or liquidate all or part of an entity or business

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

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

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

All of the above

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

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

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

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

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

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

Exercise an election

Exercise investment powers available under a contract of insurance or annuity

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

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

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

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

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

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

All of the above

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

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

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

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

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the

meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal

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

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

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

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

All of the above

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

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

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

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

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

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

Waive the issuance and service of process on the principal, accept service of process, appear for the principal, designate persons on which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive,

execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation

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

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

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

All of the above

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

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

(1) The principal's children;

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

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

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

Provide living quarters for the individuals described above by:

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

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

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

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

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

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

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

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

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

All of the above

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

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

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

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

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

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

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

All of the above

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

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

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

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

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

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

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

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

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

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

Establish a retirement plan in the principal's name

Make contributions to a retirement plan

Exercise investment powers available under a retirement plan

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

All of the above

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

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

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

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

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

All of the above

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

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

gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the annual federal gift tax exclusion limit

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

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

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

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

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

Create or change rights of survivorship

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

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

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

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

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

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

LIMITATION ON AGENT’S AUTHORITY

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

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

EFFECTIVE DATE

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

TERMINATION DATE (OPTIONAL)

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

NOMINATION OF GUARDIAN (OPTIONAL)

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

Name of Nominee for guardian of my property:

Nominee’s Address: _____

Nominee’s Telephone Number: _____

Name of Nominee for guardian of my person:

Nominee’s Address: _____

Nominee’s Telephone Number: _____

SIGNATURE AND ACKNOWLEDGMENT

Your Signature

Date

Your Name Printed

Your Address

Your Telephone Number

STATE OF MARYLAND
(COUNTY) OF _____

This document was acknowledged before me on

_____,
(Date)

by _____.
(Name of Principal)

Signature of Notary (Seal, if any)

My commission expires: _____

WITNESS ATTESTATION

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

(Name of Principal)

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

Witness #1 Signature

Witness #1 Name Printed

Witness #1 Address

Witness #1 Telephone Number

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address

Witness #2 Telephone Number

This document prepared by:

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

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

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

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

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

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

(Principal's Name)

by

(Your Signature) as Agent

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

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

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

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

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

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

Termination of Agent's Authority

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

(1) Death of the principal;

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

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

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

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

Liability of Agent

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

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

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

Approved by the Governor, May 10, 2016.