

# HOUSE BILL 507

N2  
HB 531/15 – HGO

6lr2446  
CF SB 239

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By: **Delegates Kramer, Sydnor, Barve, Frush, Hill, Jalisi, Kaiser, Lam, Lisanti,  
Luedtke, Mautz, McCray, and Platt**

Introduced and read first time: February 1, 2016

Assigned to: Health and Government Operations

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Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 15, 2016

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## 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

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

19 BY repealing and reenacting, with amendments,  
 20 Article – Estates and Trusts  
 21 Section 13–213, 14.5–815(a), 17–202, and 17–203  
 22 Annotated Code of Maryland  
 23 (2011 Replacement Volume and 2015 Supplement)

24 BY adding to  
 25 Article – Estates and Trusts  
 26 Section 15–601 through 15–620 to be under the new subtitle “Subtitle 6. Maryland  
 27 Fiduciary Access to Digital Assets Act”  
 28 Annotated Code of Maryland  
 29 (2011 Replacement Volume and 2015 Supplement)

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

32 **Article – Estates and Trusts**

33 13–213.

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

37 14.5–815.

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

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

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

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

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

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

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

9   **15-601.**

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

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

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

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

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

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

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

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

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

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

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

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

5           **(3) IS NOT READILY ACCESSIBLE TO THE PUBLIC.**

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

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

10           **(I) (1) “DIGITAL ASSET” MEANS AN ELECTRONIC RECORD IN WHICH AN**  
11 **INDIVIDUAL HAS A RIGHT OR INTEREST.**

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

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

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

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

22           **(M) “FIDUCIARY” MEANS AN ORIGINAL, ADDITIONAL, OR SUCCESSOR**  
23 **PERSONAL REPRESENTATIVE, GUARDIAN, AGENT, OR TRUSTEE.**

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

29           **(2) “GUARDIAN” INCLUDES A LIMITED GUARDIAN.**

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

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

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

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

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

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

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

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

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

25          (W)    “REMOTE COMPUTING SERVICE” MEANS A CUSTODIAN WHO PROVIDES  
26   TO A USER COMPUTER PROCESSING SERVICES OR THE STORAGE OF DIGITAL ASSETS  
27   BY MEANS OF AN ELECTRONIC COMMUNICATIONS SYSTEM, AS DEFINED IN 18 U.S.C.  
28   § 2510(14).

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

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

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

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

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

13 **15-602.**

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

16 **15-603.**

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

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

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

31           **(C) A DIRECTION BY A USER UNDER SUBSECTIONS (A) OR (B) OF THIS**  
32 **SECTION SHALL OVERRIDE A CONTRARY PROVISION IN A TERMS-OF-SERVICE**  
33 **AGREEMENT, IF THE TERMS-OF-SERVICE AGREEMENT DOES NOT REQUIRE THE**

1 USER TO ACT AFFIRMATIVELY AND DISTINCTLY FROM THE USER'S ASSENT TO THE  
2 TERMS OF SERVICE.

3 15-604.

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

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

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

13 (1) A USER;

14 (2) FEDERAL LAW; OR

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

17 15-605.

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

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

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

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

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

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

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

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

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

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

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

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

17 15-606.

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

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

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

26 (3) A COPY OF THE LETTERS OF ADMINISTRATION OF THE PERSONAL  
27 REPRESENTATIVE OR COURT ORDER APPOINTING A SPECIAL ADMINISTRATOR;

28 (4) UNLESS THE USER PROVIDED DIRECTION USING AN ONLINE  
29 TOOL, A COPY OF THE USER'S WILL, TRUST, POWER OF ATTORNEY, OR OTHER



1 RECORD EVIDENCING THE USER'S CONSENT TO DISCLOSURE OF THE CONTENT OF  
2 ELECTRONIC COMMUNICATIONS; AND

3 (5) IF REQUESTED BY THE CUSTODIAN:

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

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

8 (III) A FINDING BY THE COURT THAT:

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

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

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

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

21 15-607.

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

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

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

1           **(3) A COPY OF THE LETTERS OF ADMINISTRATION OF THE PERSONAL**  
2 **REPRESENTATIVE OR COURT ORDER APPOINTING A SPECIAL ADMINISTRATOR; AND**

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

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

7                   **(II) EVIDENCE LINKING THE ACCOUNT TO THE USER;**

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

11                   **(IV) A FINDING BY THE COURT THAT:**

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

15                           **2. DISCLOSURE OF THE CONTENT OF ELECTRONIC**  
16 **COMMUNICATIONS OF THE USER IS REASONABLY NECESSARY FOR ADMINISTRATION**  
17 **OF THE ESTATE.**

18 **15-608.**

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

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

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

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

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

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

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

6 **15-609.**

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

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

16                   **(2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY THAT**  
17 **GRANTS THE AGENT SPECIFIC AUTHORITY OVER DIGITAL ASSETS OR GENERAL**  
18 **AUTHORITY TO ACT ON BEHALF OF THE PRINCIPAL;**

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

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

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

25                   **(II) EVIDENCE LINKING THE ACCOUNT TO THE PRINCIPAL.**

26 **15-610.**

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

1 15-611.

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 THE CONTENT OF AN ELECTRONIC  
5 COMMUNICATION SENT OR RECEIVED BY AN ORIGINAL OR SUCCESSOR USER AND  
6 CARRIED, MAINTAINED, PROCESSED, RECEIVED, OR STORED BY THE CUSTODIAN IN  
7 THE ACCOUNT OF THE TRUST IF THE TRUSTEE PROVIDES THE CUSTODIAN:

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

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

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 15-612.

23 UNLESS OTHERWISE ORDERED BY A COURT, DIRECTED BY A USER, OR  
24 PROVIDED IN A TRUST, A CUSTODIAN SHALL DISCLOSE TO A TRUSTEE THAT IS NOT  
25 AN ORIGINAL USER OF AN ACCOUNT A CATALOGUE OF ELECTRONIC  
26 COMMUNICATIONS SENT OR RECEIVED BY AN ORIGINAL OR SUCCESSOR USER OR  
27 STORED, CARRIED, OR MAINTAINED BY THE CUSTODIAN IN AN ACCOUNT OF THE  
28 TRUST AND THE DIGITAL ASSETS, OTHER THAN ELECTRONIC COMMUNICATIONS, IN  
29 WHICH THE TRUST HAS A RIGHT OR INTEREST IF THE TRUSTEE PROVIDES THE  
30 CUSTODIAN:

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

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

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

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

7                 **(I) A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE**  
8 **SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY**  
9 **THE TRUST’S ACCOUNT; OR**

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

11 **15–613.**

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

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

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

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

26           **(3) IF REQUESTED BY THE CUSTODIAN:**

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

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

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

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

10 15-614.

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

14 (1) THE DUTY OF CARE;

15 (2) THE DUTY OF LOYALTY; AND

16 (3) THE DUTY OF CONFIDENTIALITY.

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

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

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

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

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

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

1 (D) A FIDUCIARY ACTING WITHIN THE SCOPE OF THE FIDUCIARY'S DUTIES  
2 IS AN AUTHORIZED USER OF THE PROPERTY OF THE DECEDENT, PROTECTED  
3 PERSON, PRINCIPAL, OR SETTLOR FOR THE PURPOSE OF APPLICABLE  
4 COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §  
5 7-302 OF THE CRIMINAL LAW ARTICLE.

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

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

10 (2) IS AN AUTHORIZED USER FOR THE PURPOSE OF  
11 COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §  
12 7-302 OF THE CRIMINAL LAW ARTICLE.

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

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

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

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

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

27 (III) IF REQUESTED BY THE CUSTODIAN:

28 1. A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE  
29 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY  
30 THE USER'S ACCOUNT;

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

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

4 **15-615.**

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

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

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

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

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

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

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

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

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



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

4 15-616.

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

9 15-617.

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

15 15-618.

16 THIS SUBTITLE APPLIES TO:

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

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

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

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

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

27 15-619.

28 IF A PROVISION OF THIS SUBTITLE OR ITS APPLICATION TO A PERSON OR  
29 CIRCUMSTANCES IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT OTHER  
30 PROVISIONS OR APPLICATIONS OF THIS SUBTITLE THAT CAN BE GIVEN EFFECT

1 WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE  
2 PROVISIONS OF THIS SUBTITLE ARE SEVERABLE.

3 15-620.

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

6 17-202.

7 "MARYLAND STATUTORY FORM

8 PERSONAL FINANCIAL POWER OF ATTORNEY

9 IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

28 DESIGNATION OF AGENT

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

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

1 I, \_\_\_\_\_ ,  
2 (Name of Principal)

3 Name the following person as my agent:

4 Name of Agent: \_\_\_\_\_

5 Agent's Address: \_\_\_\_\_

6 Agent's Telephone Number: \_\_\_\_\_

7 DESIGNATION OF COAGENTS (OPTIONAL)

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

10 I, \_\_\_\_\_ ,  
11 (Name of Principal)

12 Name the following persons as coagents:

13 Name of Coagent: \_\_\_\_\_

14 Coagent's Address: \_\_\_\_\_

15 Coagent's Telephone Number: \_\_\_\_\_

16 Name of Coagent: \_\_\_\_\_

17 Coagent's Address: \_\_\_\_\_

18 Coagent's Telephone Number: \_\_\_\_\_

19 Special Instructions Regarding Coagents: \_\_\_\_\_

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

25 Name of Successor Agent: \_\_\_\_\_

26 Successor Agent's  
27 Address: \_\_\_\_\_

1 Successor Agent's  
2 Telephone Number: \_\_\_\_\_

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

5 Name of Second  
6 Successor Agent: \_\_\_\_\_

7 Second Successor  
8 Agent's Address: \_\_\_\_\_

9 Second Successor Agent's  
10 Telephone Number: \_\_\_\_\_

11 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

33 SUBJECTS AND AUTHORITY

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

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

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

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

1 and debit cards, electronic transaction authorizations, and traveler's checks from a  
2 financial institution.

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

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

36 Benefits from governmental programs or civil or military service (including any benefit,  
37 program, or assistance provided under a statute or regulation including Social Security,  
38 Medicare, and Medicaid) – With respect to this subject, I authorize my agent to: execute  
39 vouchers in the name of the principal for allowances and reimbursements payable by the  
40 United States or a foreign government or by a state or subdivision of a state to the principal;  
41 enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf,  
42 a benefit or program; prepare, file, and maintain a claim of the principal for a benefit or  
43 assistance, financial or otherwise, to which the principal may be entitled under a statute  
44 or regulation; initiate, participate in, submit to alternative dispute resolution, settle,

1 oppose, or propose or accept a compromise with respect to litigation concerning a benefit or  
2 assistance the principal may be entitled to receive under a statute or regulation; and receive  
3 the financial proceeds of a claim described above and conserve, invest, disburse, or use for  
4 a lawful purpose anything so received.

5 Retirement plans (including a plan or account created by an employer, the principal, or  
6 another individual to provide retirement benefits or deferred compensation of which the  
7 principal is a participant, beneficiary, or owner, including a plan or account under the  
8 following sections of the Internal Revenue Code: (1) an individual retirement account under  
9 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement  
10 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed  
11 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §  
12 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code  
13 Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other  
14 retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);  
15 (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a  
16 nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26  
17 U.S.C. § 409A – With respect to this subject, I authorize my agent to: select the form and  
18 timing of payments under a retirement plan and withdraw benefits from a plan; make a  
19 rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan  
20 to another; establish a retirement plan in the principal's name; make contributions to a  
21 retirement plan; exercise investment powers available under a retirement plan; borrow  
22 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting  
23 my agent the authority to create or change a beneficiary designation for a retirement plan  
24 may affect the benefits that I may receive if that authority is exercised. If I grant my agent  
25 the authority to designate the agent, the agent's spouse, or a dependent of the agent as a  
26 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may  
27 make the property subject to that authority taxable as a part of the agent's estate.  
28 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for  
29 any retirement plan, and in particular if I wish to authorize the agent to designate as my  
30 beneficiary the agent, the agent's spouse, or a dependent of the agent, I will explicitly state  
31 this authority in the Special Instructions section that follows or in a separate power of  
32 attorney.

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

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

7 SPECIAL INSTRUCTIONS (OPTIONAL)

8 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_

17 EFFECTIVE DATE

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

20 TERMINATION DATE (OPTIONAL)

21 This power of attorney shall terminate on \_\_\_\_\_, 20 \_\_\_\_\_.  
 22 (Use a specific calendar date)

23 NOMINATION OF GUARDIAN (OPTIONAL)

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

26 Name of nominee for guardian of my property: \_\_\_\_\_  
 27 Nominee’s address: \_\_\_\_\_  
 28 Nominee’s telephone number: \_\_\_\_\_  
 29 Name of nominee for guardian of my person: \_\_\_\_\_  
 30 Nominee’s address: \_\_\_\_\_  
 31 Nominee’s telephone number: \_\_\_\_\_

32 SIGNATURE AND ACKNOWLEDGMENT

33 \_\_\_\_\_  
 34 Your Signature Date



1 \_\_\_\_\_  
2 Your Name Printed

3 \_\_\_\_\_  
4 \_\_\_\_\_

5 Your Address

6 \_\_\_\_\_  
7 Your Telephone Number

8 STATE OF MARYLAND  
9 (COUNTY) OF \_\_\_\_\_

10 This document was acknowledged before me on

11 \_\_\_\_\_  
12 (Date)

13 By \_\_\_\_\_ to be his/her act.  
14 (Name of Principal)

15 \_\_\_\_\_ (SEAL, IF ANY)  
16 Signature of Notary  
17 My commission expires: \_\_\_\_\_

18 WITNESS ATTESTATION

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

20 \_\_\_\_\_  
21 (Name of Principal)

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

25 \_\_\_\_\_  
26 Witness #1 Signature

27 \_\_\_\_\_  
28 Witness #1 Name Printed

29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 Witness #1 Address

32 \_\_\_\_\_  
33 Witness #1 Telephone Number

34 \_\_\_\_\_

1 Witness #2 Signature

2 \_\_\_\_\_

3 Witness #2 Name Printed

4 \_\_\_\_\_

5 \_\_\_\_\_

6 Witness #2 Address

7 \_\_\_\_\_

8 Witness #2 Telephone Number”

9 17–203.

10 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

11 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

3 DESIGNATION OF AGENT

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

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

7 I, \_\_\_\_\_, name the following person  
8 (Name of Principal)  
9 as my agent:

10 Name of  
11 Agent: \_\_\_\_\_  
12 Agent’s  
13 Address: \_\_\_\_\_  
14 Agent’s Telephone  
15 Number: \_\_\_\_\_

16 DESIGNATION OF COAGENTS (OPTIONAL)

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

19 I, \_\_\_\_\_,  
20 (Name of Principal)

21 Name the following persons as coagents:

22 Name of Coagent: \_\_\_\_\_

23 Coagent’s Address: \_\_\_\_\_

24 Coagent’s Telephone Number: \_\_\_\_\_

25 Name of Coagent: \_\_\_\_\_

26 Coagent’s Address: \_\_\_\_\_

27 Coagent’s Telephone Number: \_\_\_\_\_

28 Special Instructions Regarding Coagents: \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

31 \_\_\_\_\_

## 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;

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

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

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

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

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

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

#### 15 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

- 1 (1) Insuring against liability or casualty or other loss;
- 2 (2) Obtaining or regaining possession of or protecting the interest or  
3 right by litigation or otherwise;
- 4 (3) Paying, assessing, compromising, or contesting taxes or  
5 assessments or applying for and receiving refunds in connection with them; and
- 6 (4) Purchasing supplies, hiring assistance or labor, and making  
7 repairs or alterations to the real property
- 8 (\_\_\_) Use, develop, alter, replace, remove, erect, or install structures or other  
9 improvements on real property in or incident to which the principal has, or claims to have,  
10 an interest or right
- 11 (\_\_\_) Participate in a reorganization with respect to real property or an entity  
12 that owns an interest in or a right incident to real property and receive, hold, and act with  
13 respect to stocks and bonds or other property received in a plan of reorganization, including:
- 14 (1) Selling or otherwise disposing of the stocks and bonds or other  
15 property;
- 16 (2) Exercising or selling an option, a right of conversion, or a similar  
17 right with respect to the stocks and bonds or other property; and
- 18 (3) Exercising voting rights in person or by proxy
- 19 (\_\_\_) Change the form of title of an interest in or a right incident to real  
20 property
- 21 (\_\_\_) Dedicate to public use, with or without consideration, easements or  
22 other real property in which the principal has, or claims to have, an interest
- 23 (\_\_\_) All of the above
- 24 B. Tangible Personal Property – With respect to this subject, I authorize my  
25 agent to:
- 26 (\_\_\_) Demand, buy, receive, accept as a gift or as security for an extension of  
27 credit, or otherwise acquire or reject ownership or possession of tangible personal property  
28 or an interest in tangible personal property
- 29 (\_\_\_) Sell, exchange, convey with or without covenants, representations, or  
30 warranties, quitclaim, release, surrender, create a security interest in, grant options  
31 concerning, lease, sublease, or otherwise dispose of tangible personal property or an  
32 interest in tangible personal property

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

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

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

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

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

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

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

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

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

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

19            All of the above

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

21            Buy, sell, and exchange stocks and bonds

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

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

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

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

30            All of the above

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

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

5  Establish, continue, modify, and terminate option accounts

6  All of the above

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

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

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

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

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

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

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

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

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

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



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

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

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

9            All of the above

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

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

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

16            Enforce the terms of an ownership agreement

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

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

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

26            With respect to an entity or business owned solely by the principal:

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

30                   (2)     Determine:

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

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

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

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

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

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

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

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

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

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

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

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

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

29  All of the above

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

32  Continue, pay the premium or make a contribution on, modify,  
33 exchange, rescind, release, or terminate a contract procured by or on behalf of the principal

1 that insures or provides an annuity to either the principal or another person, whether or  
2 not the principal is a beneficiary under the contract

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

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

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

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

12  Exercise an election

13  Exercise investment powers available under a contract of insurance or  
14 annuity

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

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

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

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

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

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

30  All of the above

31 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate  
32 estates, guardianships, conservatorships, escrows, or custodianships or funds from which

1 the principal is, may become, or claims to be entitled to a share or payment) – With respect  
2 to this subject, I authorize my agent to:

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

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

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

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

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

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

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

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

24  All of the above

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

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

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

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

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

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

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

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

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

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

25            All of the above

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

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

31                       (1)     The principal's children;

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

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

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

4             Provide living quarters for the individuals described above by:

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

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

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

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

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

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

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

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

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

31            All of the above

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

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

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

10           ( ) Enroll in, apply for, select, reject, change, amend, or discontinue, on the  
11 principal’s behalf, a benefit or program

12           ( ) 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

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

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

20           ( ) All of the above

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

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

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

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

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

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

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

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

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

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

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

11 ( ) Make contributions to a retirement plan

12 ( ) Exercise investment powers available under a retirement plan

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

14 ( ) All of the above

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

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

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

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

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

31 ( ) All of the above



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

5 ( ) Make outright to, or for the benefit of, a person, a gift of part or all of  
 6 the principal's property, including by the exercise of a presently exercisable general power  
 7 of appointment held by the principal, in an amount for each donee not to exceed the annual  
 8 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),  
 9 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the  
 10 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue  
 11 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the  
 12 annual federal gift tax exclusion limit

13 ( ) Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §  
 14 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee  
 15 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

27 ( ) All of the above

#### 28 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

1 authority taxable as part of the agent’s estate. INITIAL ONLY the specific authority you  
2 WANT to give your agent.)

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

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

6 ( ) Create or change rights of survivorship

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

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

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

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

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

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

23 LIMITATION ON AGENT’S AUTHORITY

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

27 SPECIAL INSTRUCTIONS (OPTIONAL)

28 You may give special instructions on the following lines:

29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_

4 EFFECTIVE DATE

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

7 TERMINATION DATE (OPTIONAL)

8 This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_.  
9 (Use a specific calendar date)

10 NOMINATION OF GUARDIAN (OPTIONAL)

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

13 Name of Nominee for guardian of my property:  
14 \_\_\_\_\_  
15 Nominee's Address: \_\_\_\_\_  
16 Nominee's Telephone Number: \_\_\_\_\_

17 Name of Nominee for guardian of my person:  
18 \_\_\_\_\_  
19 Nominee's Address: \_\_\_\_\_  
20 Nominee's Telephone Number: \_\_\_\_\_

21 SIGNATURE AND ACKNOWLEDGMENT

22 \_\_\_\_\_  
23 Your Signature Date

24 \_\_\_\_\_  
25 Your Name Printed

26 \_\_\_\_\_  
27 \_\_\_\_\_

28 Your Address  
29 \_\_\_\_\_

30 Your Telephone Number

31 STATE OF MARYLAND  
32 (COUNTY) OF \_\_\_\_\_

33 This document was acknowledged before me on  
34 \_\_\_\_\_,

1 (Date)  
 2 by \_\_\_\_\_ .  
 3 (Name of Principal)  
 4 \_\_\_\_\_ (Seal, if any)  
 5 Signature of Notary  
 6 My commission expires: \_\_\_\_\_

7 WITNESS ATTESTATION

8 The foregoing power of attorney was, on the date written above, published and declared by  
 9 \_\_\_\_\_  
 10 (Name of Principal)

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

14 \_\_\_\_\_  
 15 Witness #1 Signature

16 \_\_\_\_\_  
 17 Witness #1 Name Printed

18 \_\_\_\_\_  
 19 \_\_\_\_\_

20 Witness #1 Address  
 21 \_\_\_\_\_

22 Witness #1 Telephone Number  
 23 \_\_\_\_\_

24 Witness #2 Signature  
 25 \_\_\_\_\_

26 Witness #2 Name Printed  
 27 \_\_\_\_\_

28 \_\_\_\_\_  
 29 \_\_\_\_\_

29 Witness #2 Address  
 30 \_\_\_\_\_

31 Witness #2 Telephone Number  
 32 \_\_\_\_\_

32 This document prepared by:  
 33 \_\_\_\_\_  
 34 \_\_\_\_\_

1 Agent’s Duties

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

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

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

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

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

14 \_\_\_\_\_  
15 (Principal’s Name) by \_\_\_\_\_ (Your Signature) as Agent

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

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

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

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

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

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

27 Termination of Agent’s Authority

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

31 (1) Death of the principal;

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

7   Liability of Agent

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

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

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

Approved:

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Governor.

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Speaker of the House of Delegates.

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President of the Senate.