

SENATE BILL 239

N2
SB 429/15 – JPR

6lr1091
CF 6lr1164

By: **Senator Kelley**

Introduced and read first time: January 22, 2016

Assigned to: Judicial Proceedings

A BILL ENTITLED

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 authority; providing that, under
22 certain circumstances, a certain fiduciary may access certain tangible personal
23 property and is an authorized user for the purpose of certain computer-related laws;
24 authorizing a custodian to disclose certain information to a certain fiduciary under
25 certain circumstances; authorizing a fiduciary of a user to request a custodian to
26 terminate the user's account under certain circumstances; requiring a custodian to
27 comply with certain requests by a fiduciary or designated recipient within a certain
28 time period; authorizing a fiduciary or designated recipient to apply for a certain
29 court order under certain circumstances; providing that this Act does not limit a
30 custodian's ability to obtain or require a fiduciary or designated recipient to obtain a
31 certain court order; authorizing a custodian to notify the user of a certain request;

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 authorizing a custodian to deny a certain request under certain circumstances;
2 providing that a custodian and its agents are immune from liability for an act or
3 omission done in good faith compliance with this Act; requiring consideration to be
4 given to the need to promote certain uniformity of the law in applying and construing
5 this Act; providing that this Act modifies, limits, or supersedes certain federal law
6 in a certain manner; providing for the scope and application of this Act; making the
7 provisions of this Act severable; altering certain provisions in certain statutory forms
8 for a power of attorney relating to authority to access and take control of certain
9 digital assets in accordance with this Act; defining certain terms; and generally
10 relating to the Maryland Fiduciary Access to Digital Assets Act.

11 BY adding to
12 Article – Estates and Trusts
13 Section 15–601 through 15–620 to be under the new subtitle “Subtitle 6. Maryland
14 Fiduciary Access to Digital Assets Act”
15 Annotated Code of Maryland
16 (2011 Replacement Volume and 2015 Supplement)

17 BY repealing and reenacting, with amendments,
18 Article – Estates and Trusts
19 Section 17–202 and 17–203
20 Annotated Code of Maryland
21 (2011 Replacement Volume and 2015 Supplement)

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

24 **Article – Estates and Trusts**

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

26 **15–601.**

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

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

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

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

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

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

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

6 (3) THE ELECTRONIC ADDRESS OF THE PERSON.

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

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

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

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

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

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

18 (H) (1) "DIGITAL ASSET" MEANS AN ELECTRONIC RECORD IN WHICH AN
19 INDIVIDUAL HAS A RIGHT OR INTEREST.

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

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

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

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

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

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

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

11 (2) “GUARDIAN” INCLUDES A LIMITED GUARDIAN.

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

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

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

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

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

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

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

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

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

4 (W) "REMOTE COMPUTING SERVICE" MEANS A CUSTODIAN WHO PROVIDES
5 TO A USER COMPUTER PROCESSING SERVICES OR THE STORAGE OF DIGITAL ASSETS
6 BY MEANS OF AN ELECTRONIC COMMUNICATIONS SYSTEM, AS DEFINED IN 18 U.S.C.
7 § 2510(14).

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

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

13 (2) "TRUSTEE" INCLUDES AN ORIGINAL, ADDITIONAL, OR
14 SUCCESSOR TRUSTEE OR COTRUSTEE, WHETHER OR NOT APPOINTED OR
15 CONFIRMED BY A COURT.

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

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

22 15-602.

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

25 15-603.

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

30 (2) IF THE ONLINE TOOL ALLOWS THE USER TO MODIFY OR DELETE A
31 DIRECTION AT ANY TIME, A DIRECTION UNDER PARAGRAPH (1) OF THIS SUBSECTION

1 OVERRIDES A CONTRARY DIRECTION BY THE USER IN A WILL, TRUST, POWER OF
2 ATTORNEY, OR OTHER RECORD.

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

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

14 **15-604.**

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

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

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

23 (1) A USER;

24 (2) FEDERAL LAW; OR

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

27 **15-605.**

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

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

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

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

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

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

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

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

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

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

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

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

26 **15-606.**

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

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

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

4 **(3) A COPY OF THE LETTER OF APPOINTMENT OF THE PERSONAL**
5 **REPRESENTATIVE;**

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

10 **(5) IF REQUESTED BY THE CUSTODIAN:**

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

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

15 **(III) A FINDING BY THE COURT THAT:**

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

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

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

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

28 **15-607.**

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

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

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

10 **(3) A COPY OF THE LETTER OF APPOINTMENT OF THE PERSONAL**
11 **REPRESENTATIVE; AND**

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

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

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

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

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

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

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

27 **15-608.**

28 **TO THE EXTENT THAT A POWER OF ATTORNEY EXPRESSLY GRANTS AN AGENT**
29 **AUTHORITY OVER THE CONTENT OF ELECTRONIC COMMUNICATIONS SENT OR**
30 **RECEIVED BY THE PRINCIPAL AND UNLESS DIRECTED OTHERWISE BY THE**

1 PRINCIPAL OR A COURT, A CUSTODIAN SHALL DISCLOSE TO THE AGENT THE
2 CONTENT IF THE AGENT PROVIDES THE CUSTODIAN:

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

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

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

10 (4) IF REQUESTED BY THE CUSTODIAN:

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

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

15 15-609.

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

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

25 (2) AN ORIGINAL OR COPY OF THE POWER OF ATTORNEY EXPRESSLY
26 GRANTING THE AGENT AUTHORITY OVER DIGITAL ASSETS OR GENERAL ATTORNEY
27 TO ACT ON BEHALF OF THE PRINCIPAL;

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

30 (4) IF REQUESTED BY THE CUSTODIAN:

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

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

5 **15-610.**

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

11 **15-611.**

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

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

20 **(2) A COPY OF THE TRUST INSTRUMENT THAT INCLUDES CONSENT TO**
21 **DISCLOSURE OF THE CONTENT OF ELECTRONIC COMMUNICATIONS TO THE**
22 **TRUSTEE;**

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

26 **(4) 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 TRUST'S ACCOUNT; OR**

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

31 **15-612.**

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

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

11 (2) A COPY OF THE TRUST INSTRUMENT;

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

15 (4) IF REQUESTED BY THE CUSTODIAN:

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

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

20 15-613.

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

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

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

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

3 **(3) 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 PROTECTED PERSON'S ACCOUNT; OR**

7 **(II) EVIDENCE LINKING THE ACCOUNT TO THE PROTECTED**
8 **PERSON.**

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

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

16 **15-614.**

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

20 **(1) THE DUTY OF CARE;**

21 **(2) THE DUTY OF LOYALTY; AND**

22 **(3) THE DUTY OF CONFIDENTIALITY.**

23 **(B) A FIDUCIARY'S AUTHORITY WITH RESPECT TO A DIGITAL ASSET OF A**
24 **USER:**

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

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

1 **(3) IS LIMITED BY THE SCOPE OF THE FIDUCIARY’S DUTIES; AND**

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

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

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

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

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

17 **(2) IS AN AUTHORIZED USER FOR THE PURPOSE OF**
18 **COMPUTER-FRAUD AND UNAUTHORIZED-COMPUTER-ACCESS LAWS, INCLUDING §**
19 **7-302 OF THE CRIMINAL LAW ARTICLE.**

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

23 **(G) (1) A FIDUCIARY OF A USER MAY REQUEST A CUSTODIAN TO**
24 **TERMINATE THE USER’S ACCOUNT.**

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

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

30 **(II) A COPY OF THE LETTER OF APPOINTMENT OF THE**
31 **PERSONAL REPRESENTATIVE, COURT ORDER, POWER OF ATTORNEY, OR TRUST**
32 **GRANTING THE FIDUCIARY AUTHORITY OVER THE ACCOUNT; AND**

1 (III) IF REQUESTED BY THE CUSTODIAN:

2 1. A NUMBER, USERNAME, ADDRESS, OR OTHER UNIQUE
3 SUBSCRIBER OR ACCOUNT IDENTIFIER ASSIGNED BY THE CUSTODIAN TO IDENTIFY
4 THE USER'S ACCOUNT;

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

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

9 15-615.

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

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

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

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

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

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

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

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

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

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

9 **15-616.**

10 **IN APPLYING AND CONSTRUING THIS SUBTITLE, CONSIDERATION SHALL BE**
11 **GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT TO ITS**
12 **SUBJECT MATTER AMONG STATES THAT ENACT IT.**

13 **15-617.**

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

19 **15-618.**

20 **THIS SUBTITLE APPLIES TO:**

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

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

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

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

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

3 15-619.

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

9 15-620.

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

12 17-202.

13 “MARYLAND STATUTORY FORM

14 PERSONAL FINANCIAL POWER OF ATTORNEY

15 IMPORTANT INFORMATION AND WARNING

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

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

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

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

DESIGNATION OF AGENT

1
2 This section of the form provides for designation of one agent.

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

5 I, _____ ,
6 (Name of Principal)

7 Name the following person as my agent:

8 Name of Agent: _____

9 Agent’s Address: _____

10 Agent’s Telephone Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

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

14 I, _____ ,
15 (Name of Principal)

16 Name the following persons as coagents:

17 Name of Coagent: _____

18 Coagent’s Address: _____

19 Coagent’s Telephone Number: _____

20 Name of Coagent: _____

21 Coagent’s Address: _____

22 Coagent’s Telephone Number: _____

23 Special Instructions Regarding Coagents: _____

24 _____

25 _____

26 _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

2 Name of Successor Agent: _____

3 Successor Agent's

4 Address: _____

5 Successor Agent's

6 Telephone Number: _____

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

9 Name of Second

10 Successor Agent: _____

11 Second Successor

12 Agent's Address: _____

13 Second Successor Agent's

14 Telephone Number: _____

15 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

7 SUBJECTS AND AUTHORITY

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

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

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

31 Banks and other financial institutions – With respect to this subject, I authorize my agent
32 to: continue, modify, transact all business in connection with, and terminate an account or
33 other banking arrangement made by or on behalf of the principal; establish, modify,
34 transact all business in connection with, and terminate an account or other banking
35 arrangement with a bank, trust company, savings and loan association, credit union, thrift
36 company, brokerage firm, or other financial institution selected by the agent; contract for
37 services available from a financial institution, including renting a safe deposit box or space
38 in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or
39 leave in the custody of, a financial institution money or property of the principal; withdraw,
40 by check, money order, electronic funds transfer, or otherwise, money or property of the
41 principal deposited with or left in the custody of a financial institution; receive statements

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

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

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

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

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

42 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file federal,
43 state, local, and foreign income, gift, payroll, property, federal insurance contributions act,
44 and other tax returns, claims for refunds, requests for extension of time, petitions regarding
45 tax matters, and other tax-related documents, including receipts, offers, waivers, consents,

1 including consents and agreements under Internal Revenue Code Section 2032(A), 26
2 U.S.C. § 2032(A), closing agreements, and other powers of attorney required by the Internal
3 Revenue Service or other taxing authority with respect to a tax year on which the statute
4 of limitations has not run and the following 25 tax years; pay taxes due, collect refunds,
5 post bonds, receive confidential information, and contest deficiencies determined by the
6 Internal Revenue Service or other taxing authority; exercise elections available to the
7 principal under federal, state, local, or foreign tax law; and act for the principal in all tax
8 matters for all periods before the Internal Revenue Service, or other taxing authority.

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

15 SPECIAL INSTRUCTIONS (OPTIONAL)

16 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____

25 EFFECTIVE DATE

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

28 TERMINATION DATE (OPTIONAL)

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

31 NOMINATION OF GUARDIAN (OPTIONAL)

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

34 Name of nominee for guardian of my property: _____
35 Nominee’s address: _____

1 Nominee's telephone number: _____
 2 Name of nominee for guardian of my person: _____
 3 Nominee's address: _____
 4 Nominee's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

6 _____
 7 Your Signature Date

8 _____
 9 Your Name Printed

10 _____
 11 _____
 12 Your Address

13 _____
 14 Your Telephone Number

15 STATE OF MARYLAND
 16 (COUNTY) OF _____

17 This document was acknowledged before me on

18 _____
 19 (Date)

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

22 _____ (SEAL, IF ANY)

23 Signature of Notary
 24 My commission expires: _____

WITNESS ATTESTATION

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

27 _____
 28 (Name of Principal)

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

32 _____

1 Witness #1 Signature

2 _____

3 Witness #1 Name Printed

4 _____

5 _____

6 Witness #1 Address

7 _____

8 Witness #1 Telephone Number

9 _____

10 Witness #2 Signature

11 _____

12 Witness #2 Name Printed

13 _____

14 _____

15 Witness #2 Address

16 _____

17 Witness #2 Telephone Number”

18 17–203.

19 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

20 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

10 DESIGNATION OF AGENT

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

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

14 I, _____, name the following person

15 (Name of Principal)

16 as my agent:

17 Name of

18 Agent: _____

19 Agent’s

20 Address: _____

21 Agent’s Telephone

22 Number: _____

23 DESIGNATION OF COAGENTS (OPTIONAL)

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

26 I, _____,

27 (Name of Principal)

28 Name the following persons as coagents:

29 Name of Coagent: _____

30 Coagent’s Address: _____

31 Coagent’s Telephone Number: _____

1 Name of Coagent: _____

2 Coagent's Address: _____

3 Coagent's Telephone Number: _____

4 Special Instructions Regarding Coagents: _____

5 _____

6 _____

7 _____

8 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

10 Name of Successor Agent: _____

11 Successor Agent's

12 Address: _____

13 Successor Agent's Telephone Number: _____

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

16 Name of Second Successor

17 Agent: _____

18 Second Successor Agent's

19 Address: _____

20 Second Successor Agent's Telephone Number: _____

21 GRANT OF GENERAL AUTHORITY

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

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

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

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

1 including creating a schedule contemporaneously or at a later time listing some or all of the
2 principal's property and attaching the schedule to this power of attorney;

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

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

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

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

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

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

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

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

22 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 () Change the form of title of an interest in or a right incident to real
28 property

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

31 () All of the above

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

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

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

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

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

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

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

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

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

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

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

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

27 () Change the form of title of an interest in tangible personal property

28 () All of the above

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

30 () Buy, sell, and exchange stocks and bonds

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

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

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

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

9 All of the above

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

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

14 Establish, continue, modify, and terminate option accounts

15 All of the above

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

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

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

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

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

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

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

- 1 Enter a safe deposit box or vault and withdraw or add to the contents
- 2 Borrow money and pledge as security personal property of the principal
3 necessary to borrow money or pay, renew, or extend the time of payment of a debt of the
4 principal or a debt guaranteed by the principal
- 5 Make, assign, draw, endorse, discount, guarantee, and negotiate
6 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the
7 principal or payable to the principal or the principal's order, transfer money, receive the
8 cash or other proceeds of those transactions, and accept a draft drawn by a person on the
9 principal and pay the draft when due
- 10 Receive for the principal and act on a sight draft, warehouse receipt,
11 other document of title whether tangible or electronic, or other negotiable or nonnegotiable
12 instrument
- 13 Apply for, receive, and use letters of credit, credit cards and debit cards,
14 electronic transaction authorizations, and traveler's checks from a financial institution and
15 give an indemnity or other agreement in connection with letters of credit
- 16 Consent to an extension of the time of payment with respect to
17 commercial paper or a financial transaction with a financial institution
- 18 All of the above
- 19 F. Operation of an Entity or a Business – With respect to this subject, I authorize
20 my agent to:
- 21 Operate, buy, sell, enlarge, reduce, or terminate an ownership interest
- 22 Perform a duty or discharge a liability and exercise in person or by
23 proxy a right, power, privilege, or an option that the principal has, may have, or claims to
24 have
- 25 Enforce the terms of an ownership agreement
- 26 Initiate, participate in, submit to alternative dispute resolution, settle,
27 oppose, or propose or accept a compromise with respect to litigation to which the principal
28 is a party because of an ownership interest
- 29 Exercise in person or by proxy, or enforce by litigation or otherwise, a
30 right, power, privilege, or an option the principal has or claims to have as the holder of
31 stocks and bonds

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

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

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

8 (2) Determine:

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

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

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

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

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

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

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

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

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

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

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

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

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

6 All of the above

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

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

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

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

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

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

22 Exercise an election

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

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

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

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

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

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

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

7 All of the above

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

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

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

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

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

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

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

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

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

33 All of the above

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

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

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

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

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

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

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

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

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

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

33 All of the above

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

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

4 (1) The principal's children;

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

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

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

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

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

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

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

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

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

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

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

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

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

7 All of the above

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

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

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

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

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

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

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

30 All of the above

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

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

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

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

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

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

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

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

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

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

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

21 () Make contributions to a retirement plan

22 () Exercise investment powers available under a retirement plan

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

24 () All of the above

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

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

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

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

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

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

10 All of the above

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

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

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

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

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

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

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

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

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

2 (___) All of the above

3 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

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

16 (___) Create or change rights of survivorship

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

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

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

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

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

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

1 LIMITATION ON AGENT'S AUTHORITY

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

5 SPECIAL INSTRUCTIONS (OPTIONAL)

6 You may give special instructions on the following lines:

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

14 EFFECTIVE DATE

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

17 TERMINATION DATE (OPTIONAL)

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

20 NOMINATION OF GUARDIAN (OPTIONAL)

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

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

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

31 SIGNATURE AND ACKNOWLEDGMENT

32 _____

1 Your Signature _____ Date _____

2 _____

3 Your Name Printed _____

4 _____

5 _____

6 Your Address _____

7 _____

8 Your Telephone Number _____

9 STATE OF MARYLAND

10 (COUNTY) OF _____

11 This document was acknowledged before me on _____,

12 _____,

13 (Date)

14 by _____.

15 (Name of Principal)

16 _____ (Seal, if any)

17 Signature of Notary

18 My commission expires: _____

19 WITNESS ATTESTATION

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

21 _____

22 (Name of Principal)

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

26 _____

27 Witness #1 Signature

28 _____

29 Witness #1 Name Printed

30 _____

31 _____

32 Witness #1 Address

33 _____

34 Witness #1 Telephone Number

35 _____

36 Witness #2 Signature

1 _____

2 Witness #2 Name Printed

3 _____

4 _____

5 Witness #2 Address

6 _____

7 Witness #2 Telephone Number

8 This document prepared by:

9 _____

10 _____

11 IMPORTANT INFORMATION FOR AGENT

12 Agent's Duties

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

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

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

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

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

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

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

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

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

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

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

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

6 Termination of Agent's Authority

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

10 (1) Death of the principal;

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

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

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

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

17 Liability of Agent

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

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

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