

HOUSE BILL 531

N2

5lr1932
CF SB 429

By: **Delegate Kramer**

Introduced and read first time: February 11, 2015

Assigned to: Health and Government Operations

A BILL ENTITLED

1 AN ACT concerning

2 **Estates and Trusts – Maryland Fiduciary Access to Digital Assets Act**

3 FOR the purpose of establishing the Maryland Fiduciary Access to Digital Assets Act;
4 authorizing certain fiduciaries to access certain digital assets under certain
5 circumstances; authorizing a certain fiduciary to take certain actions concerning
6 certain digital assets under certain circumstances; providing that, for certain
7 purposes, a fiduciary has the lawful consent of a certain account holder for the
8 custodian to divulge certain content of a certain electronic communication to the
9 fiduciary; providing that, under certain circumstances, a fiduciary is, for the purpose
10 of certain computer-related laws, an authorized user; providing that, except under
11 certain circumstances, a provision in a certain terms-of-service agreement limiting
12 certain access is void as against the strong public policy of the State and is not
13 violated by a fiduciary's access under this Act; providing that certain choice-of-law
14 provisions in a terms-of-service agreement are unenforceable under certain
15 circumstances; providing that, under certain circumstances, a certain fiduciary may
16 access certain tangible personal property and is an authorized user for the purpose
17 of certain computer-related laws; requiring a custodian to comply with certain
18 requests by a fiduciary under certain circumstances; requiring certain requests by
19 certain fiduciaries to be accompanied by certain documents; requiring a custodian to
20 comply with a request within a certain time period; authorizing a fiduciary to apply
21 for a certain court order under certain circumstances; providing that a custodian and
22 its agents are immune from liability for an act or omission done in good faith
23 compliance with this Act; requiring consideration to be given to the need to promote
24 certain uniformity of the law; providing that this Act modifies, limits, or supersedes
25 certain federal law in a certain manner; providing for the scope and application of
26 this Act; altering certain provisions in certain statutory forms for a power of attorney
27 relating to authority to access and take control of certain digital assets in accordance
28 with this Act; defining certain terms; and generally relating to the Maryland
29 Fiduciary Access to Digital Assets Act.

30 BY adding to

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Estates and Trusts
2 Section 15–601 through 15–613 to be under the new subtitle “Subtitle 6. Maryland
3 Fiduciary Access to Digital Assets Act”
4 Annotated Code of Maryland
5 (2011 Replacement Volume and 2014 Supplement)

6 BY repealing and reenacting, with amendments,
7 Article – Estates and Trusts
8 Section 17–202 and 17–203
9 Annotated Code of Maryland
10 (2011 Replacement Volume and 2014 Supplement)

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

13 **Article – Estates and Trusts**

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

15 **15–601.**

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

18 (B) “ACCOUNT HOLDER” MEANS:

19 (1) A PERSON THAT HAS ENTERED INTO A TERMS-OF-SERVICE
20 AGREEMENT WITH A CUSTODIAN; OR

21 (2) A FIDUCIARY FOR A PERSON DESCRIBED IN ITEM (1) OF THIS
22 SUBSECTION.

23 (C) “ADVISER” MEANS A PERSON DESCRIBED AS AN ADVISER UNDER §
24 14.5–808(B) OF THIS ARTICLE.

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

26 (E) “CARRIES” MEANS ENGAGES IN THE TRANSMISSION OF ELECTRONIC
27 COMMUNICATIONS.

28 (F) “CATALOGUE OF ELECTRONIC COMMUNICATIONS” MEANS
29 INFORMATION THAT IDENTIFIES:

30 (1) EACH PERSON WITH WHOM AN ACCOUNT HOLDER HAS HAD AN
31 ELECTRONIC COMMUNICATION;

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

2 (3) THE ELECTRONIC ADDRESS OF THE PERSON.

3 (G) “CONTENT OF AN ELECTRONIC COMMUNICATION” MEANS
4 INFORMATION CONCERNING THE SUBSTANCE OR MEANING OF A COMMUNICATION
5 THAT:

6 (1) HAS BEEN SENT OR RECEIVED BY AN ACCOUNT HOLDER;

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

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

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

12 (H) “CUSTODIAN” MEANS A PERSON THAT CARRIES, MAINTAINS,
13 PROCESSES, RECEIVES, OR STORES A DIGITAL ASSET OF AN ACCOUNT HOLDER.

14 (I) (1) “DIGITAL ASSET” MEANS A RECORD THAT IS ELECTRONIC.

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

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

21 (K) (1) “ELECTRONIC COMMUNICATION” MEANS A DIGITAL ASSET
22 STORED BY AN ELECTRONIC COMMUNICATION SERVICE OR CARRIED OR
23 MAINTAINED BY A REMOTE COMPUTING SERVICE.

24 (2) “ELECTRONIC COMMUNICATION” INCLUDES ANY TRANSMISSION
25 THAT IS INCLUDED IN THE DEFINITION OF “ELECTRONIC COMMUNICATION” UNDER
26 18 U.S.C. § 2510(12).

27 (L) “ELECTRONIC COMMUNICATION SERVICE” MEANS A CUSTODIAN THAT
28 PROVIDES TO AN ACCOUNT HOLDER THE ABILITY TO SEND OR RECEIVE AN
29 ELECTRONIC COMMUNICATION.

1 (M) "FIDUCIARY" MEANS AN ORIGINAL, AN ADDITIONAL, OR A SUCCESSOR
2 PERSONAL REPRESENTATIVE, GUARDIAN, AGENT, TRUSTEE, OR ADVISER.

3 (N) "GOVERNING INSTRUMENT" MEANS A WILL, A TRUST, AN INSTRUMENT
4 CREATING A POWER OF ATTORNEY, OR ANY OTHER DISPOSITIVE OR NOMINATIVE
5 INSTRUMENT.

6 (O) (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 (P) "INFORMATION" MEANS DATA, TEXT, IMAGES, VIDEOS, SOUNDS, CODES,
13 COMPUTER PROGRAMS, SOFTWARE, OR DATABASES.

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

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

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

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

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

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

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

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

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

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

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

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

18 15-602.

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

21 15-603.

22 SUBJECT TO § 15-607 OF THIS SUBTITLE AND UNLESS OTHERWISE ORDERED
23 BY A COURT OR PROVIDED IN THE WILL OF A DECEDENT, THE PERSONAL
24 REPRESENTATIVE OF THE DECEDENT MAY ACCESS:

25 (1) THE CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR
26 RECEIVED BY THE DECEDENT THAT THE CUSTODIAN IS AUTHORIZED TO DISCLOSE
27 UNDER THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. § 2702(B);

28 (2) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR
29 RECEIVED BY THE DECEDENT; AND

30 (3) ANY OTHER DIGITAL ASSET IN WHICH AT DEATH THE DECEDENT
31 HAD A RIGHT OR INTEREST.

1 **15-604.**

2 **SUBJECT TO § 15-607 OF THIS SUBTITLE, AFTER AN OPPORTUNITY FOR A**
3 **HEARING UNDER TITLE 13, SUBTITLE 2 OR SUBTITLE 7 OR TITLE 13.5 OF THIS**
4 **ARTICLE, THE COURT MAY AUTHORIZE A GUARDIAN TO ACCESS:**

5 **(1) THE CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR**
6 **RECEIVED BY THE PROTECTED PERSON THAT THE CUSTODIAN IS AUTHORIZED TO**
7 **DISCLOSE UNDER THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. §**
8 **2702(B);**

9 **(2) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR**
10 **RECEIVED BY THE PROTECTED PERSON; AND**

11 **(3) ANY OTHER DIGITAL ASSET IN WHICH THE PROTECTED PERSON**
12 **HAS A RIGHT OR INTEREST.**

13 **15-605.**

14 **(A) SUBJECT TO § 15-607 OF THIS SUBTITLE, TO THE EXTENT A POWER OF**
15 **ATTORNEY EXPRESSLY GRANTS AUTHORITY TO AN AGENT OVER THE CONTENT OF**
16 **AN ELECTRONIC COMMUNICATION OF THE PRINCIPAL, THE AGENT MAY ACCESS THE**
17 **CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR RECEIVED BY THE**
18 **PRINCIPAL THAT THE CUSTODIAN IS AUTHORIZED TO DISCLOSE UNDER THE**
19 **ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. § 2702(B).**

20 **(B) SUBJECT TO § 15-607 OF THIS SUBTITLE AND UNLESS OTHERWISE**
21 **ORDERED BY A COURT OR PROVIDED BY A POWER OF ATTORNEY, AN AGENT MAY**
22 **ACCESS:**

23 **(1) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR**
24 **RECEIVED BY THE PRINCIPAL; AND**

25 **(2) ANY OTHER DIGITAL ASSET IN WHICH THE PRINCIPAL HAS A**
26 **RIGHT OR INTEREST.**

27 **15-606.**

28 **(A) SUBJECT TO § 15-607 OF THIS SUBTITLE AND UNLESS OTHERWISE**
29 **ORDERED BY A COURT OR PROVIDED IN THE TERMS OF A TRUST, A TRUSTEE THAT IS**
30 **AN ORIGINAL ACCOUNT HOLDER OR AN ADVISER TO THAT TRUSTEE MAY ACCESS ANY**
31 **DIGITAL ASSET HELD IN TRUST, INCLUDING ANY CATALOGUE OF ELECTRONIC**

1 COMMUNICATIONS OF THE TRUSTEE OR ADVISER AND THE CONTENT OF AN
2 ELECTRONIC COMMUNICATION.

3 (B) SUBJECT TO § 15-607 OF THIS SUBTITLE AND UNLESS OTHERWISE
4 ORDERED BY A COURT OR PROVIDED IN THE TERMS OF A TRUST, A TRUSTEE THAT IS
5 NOT AN ORIGINAL ACCOUNT HOLDER OR AN ADVISER TO THAT TRUSTEE MAY
6 ACCESS:

7 (1) THE CONTENT OF AN ELECTRONIC COMMUNICATION SENT OR
8 RECEIVED BY THE ORIGINAL OR ANY SUCCESSOR ACCOUNT HOLDER THAT THE
9 CUSTODIAN IS AUTHORIZED TO DISCLOSE UNDER THE ELECTRONIC
10 COMMUNICATIONS PRIVACY ACT, 18 U.S.C. § 2702(B);

11 (2) ANY CATALOGUE OF ELECTRONIC COMMUNICATIONS SENT OR
12 RECEIVED BY THE ORIGINAL OR ANY SUCCESSOR ACCOUNT HOLDER; AND

13 (3) ANY OTHER DIGITAL ASSET IN WHICH THE ORIGINAL OR ANY
14 SUCCESSOR ACCOUNT HOLDER HAS A RIGHT OR AN INTEREST.

15 15-607.

16 (A) A FIDUCIARY THAT IS AN ACCOUNT HOLDER OR HAS THE RIGHT UNDER
17 THIS SUBTITLE TO ACCESS A DIGITAL ASSET OF AN ACCOUNT HOLDER:

18 (1) SUBJECT TO THE TERMS-OF-SERVICE AGREEMENT, COPYRIGHT
19 LAW, OR OTHER APPLICABLE LAW, MAY TAKE ANY ACTION CONCERNING THE ASSET
20 TO THE EXTENT OF THE ACCOUNT HOLDER'S AUTHORITY AND THE FIDUCIARY'S
21 POWER UNDER THE LAW OF THIS STATE;

22 (2) FOR THE PURPOSE OF APPLICABLE ELECTRONIC PRIVACY LAWS,
23 HAS THE LAWFUL CONSENT OF THE ACCOUNT HOLDER FOR THE CUSTODIAN TO
24 DIVULGE THE CONTENT OF AN ELECTRONIC COMMUNICATION TO THE FIDUCIARY;
25 AND

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

29 (B) UNLESS AN ACCOUNT HOLDER, AFTER OCTOBER 1, 2015, AGREES TO A
30 PROVISION IN A TERMS-OF-SERVICE AGREEMENT THAT LIMITS A FIDUCIARY'S
31 ACCESS TO A DIGITAL ASSET OF THE ACCOUNT HOLDER BY AN AFFIRMATIVE ACT
32 SEPARATE FROM THE ACCOUNT HOLDER'S ASSENT TO OTHER PROVISIONS OF THE
33 AGREEMENT:

1 **(1) THE PROVISION IS VOID AS AGAINST THE STRONG PUBLIC POLICY**
2 **OF THIS STATE; AND**

3 **(2) THE FIDUCIARY'S ACCESS UNDER THIS SUBTITLE TO A DIGITAL**
4 **ASSET DOES NOT VIOLATE THE TERMS-OF-SERVICE AGREEMENT EVEN IF THE**
5 **AGREEMENT REQUIRES NOTICE OF A CHANGE IN THE STATUS OF THE ACCOUNT**
6 **HOLDER.**

7 **(C) A CHOICE-OF-LAW PROVISION IN A TERMS-OF-SERVICE AGREEMENT IS**
8 **UNENFORCEABLE AGAINST A FIDUCIARY ACTING UNDER THIS SUBTITLE TO THE**
9 **EXTENT THE PROVISION DESIGNATES LAW THAT ENFORCES A LIMITATION ON A**
10 **FIDUCIARY'S ACCESS TO A DIGITAL ASSET, AND THE LIMITATION IS VOID UNDER**
11 **SUBSECTION (B) OF THIS SECTION.**

12 **(D) AS TO TANGIBLE PERSONAL PROPERTY CAPABLE OF RECEIVING,**
13 **STORING, PROCESSING, OR SENDING A DIGITAL ASSET, A FIDUCIARY WITH**
14 **AUTHORITY OVER THE PROPERTY OF A DECEDENT, PROTECTED PERSON,**
15 **PRINCIPAL, OR SETTLOR:**

16 **(1) MAY ACCESS THE PROPERTY AND ANY DIGITAL ASSET STORED IN**
17 **THE PROPERTY; AND**

18 **(2) IS AN AUTHORIZED USER FOR PURPOSES OF ANY APPLICABLE**
19 **COMPUTER FRAUD AND UNAUTHORIZED COMPUTER ACCESS LAWS, INCLUDING §**
20 **7-302 OF THE CRIMINAL LAW ARTICLE.**

21 **15-608.**

22 **(A) IF A FIDUCIARY AUTHORIZED UNDER THIS SUBTITLE TO ACCESS A**
23 **DIGITAL ASSET OF AN ACCOUNT HOLDER COMPLIES WITH SUBSECTION (B) OF THIS**
24 **SECTION, THE CUSTODIAN SHALL COMPLY WITH THE FIDUCIARY'S REQUEST IN A**
25 **RECORD FOR:**

26 **(1) ACCESS TO THE ASSET;**

27 **(2) CONTROL OF THE ASSET; AND**

28 **(3) A COPY OF THE ASSET TO THE EXTENT AUTHORIZED BY**
29 **COPYRIGHT LAW.**

30 **(B) (1) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY A**
31 **PERSONAL REPRESENTATIVE AUTHORIZED UNDER § 15-603 OF THIS SUBTITLE**

1 SHALL BE ACCOMPANIED BY A CERTIFIED COPY OF THE LETTERS OF
2 ADMINISTRATION OF THE PERSONAL REPRESENTATIVE OR COURT ORDER
3 APPOINTING A SPECIAL ADMINISTRATOR.

4 (2) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY A
5 GUARDIAN AUTHORIZED UNDER § 15-604 OF THIS SUBTITLE SHALL BE
6 ACCOMPANIED BY A CERTIFIED COPY OF THE COURT ORDER THAT GIVES THE
7 GUARDIAN AUTHORITY OVER THE DIGITAL ASSET.

8 (3) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY AN
9 AGENT AUTHORIZED UNDER § 15-605 OF THIS SUBTITLE SHALL BE ACCOMPANIED
10 BY AN ORIGINAL OR A COPY OF THE POWER OF ATTORNEY THAT AUTHORIZES THE
11 AGENT TO EXERCISE AUTHORITY OVER THE DIGITAL ASSET AND A CERTIFICATION
12 OF THE AGENT, UNDER PENALTY OF PERJURY, THAT THE POWER OF ATTORNEY IS IN
13 EFFECT.

14 (4) A REQUEST UNDER SUBSECTION (A) OF THIS SECTION MADE BY A
15 TRUSTEE OR AN ADVISER AUTHORIZED UNDER § 15-606 OF THIS SUBTITLE SHALL
16 BE ACCOMPANIED BY A CERTIFIED COPY OF THE TRUST INSTRUMENT OR A
17 CERTIFICATION OF THE TRUST UNDER § 14.5-910 OF THIS ARTICLE.

18 (C) (1) A CUSTODIAN SHALL COMPLY WITH A REQUEST MADE UNDER
19 SUBSECTION (A) OF THIS SECTION NO LATER THAN 60 DAYS AFTER RECEIPT.

20 (2) IF THE CUSTODIAN FAILS TO COMPLY WITH PARAGRAPH (1) OF
21 THIS SUBSECTION, THE FIDUCIARY MAY APPLY TO THE COURT FOR AN ORDER
22 DIRECTING COMPLIANCE.

23 (D) THIS SECTION DOES NOT LIMIT THE RIGHT OF A PERSON TO OBTAIN A
24 COPY OF A TRUST INSTRUMENT IN A JUDICIAL PROCEEDING CONCERNING THE
25 TRUST.

26 15-609.

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

30 15-610.

31 IN APPLYING AND CONSTRUING THIS SUBTITLE, CONSIDERATION SHALL BE
32 GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF THE LAW WITH RESPECT TO ITS

1 SUBJECT MATTER AMONG STATES THAT ENACT THE UNIFORM FIDUCIARY ACCESS
2 TO DIGITAL ASSETS ACT.

3 15-611.

4 THIS SUBTITLE MODIFIES, LIMITS, OR SUPERSEDES THE ELECTRONIC
5 SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 U.S.C. § 7001 ET SEQ.,
6 BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE § 101(C) OF THAT ACT, 15 U.S.C. §
7 7001(C), OR AUTHORIZE ELECTRONIC DELIVERY OF ANY OF THE NOTICES
8 DESCRIBED IN § 103(B) OF THAT ACT, 15 U.S.C. § 7003(B).

9 15-612.

10 THIS SUBTITLE APPLIES TO:

11 (1) A FIDUCIARY OR AN AGENT ACTING UNDER A WILL OR POWER OF
12 ATTORNEY EXECUTED BEFORE, ON, OR AFTER OCTOBER 1, 2015;

13 (2) A PERSONAL REPRESENTATIVE ACTING FOR A DECEDENT WHO
14 DIED BEFORE, ON, OR AFTER OCTOBER 1, 2015;

15 (3) A GUARDIANSHIP PROCEEDING, WHETHER PENDING IN A COURT
16 OR COMMENCED BEFORE, ON, OR AFTER OCTOBER 1, 2015; AND

17 (4) A TRUSTEE OR AN ADVISER ACTING UNDER A TRUST CREATED
18 BEFORE, ON, OR AFTER OCTOBER 1, 2015.

19 15-613.

20 THIS SUBTITLE MAY BE CITED AS THE “MARYLAND FIDUCIARY ACCESS TO
21 DIGITAL ASSETS ACT”.

22 17-202.

23 “MARYLAND STATUTORY FORM

24 PERSONAL FINANCIAL POWER OF ATTORNEY

25 IMPORTANT INFORMATION AND WARNING

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

1 respect to your property (including your money) whether or not you are able to act for
2 yourself.

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

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

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

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

15 DESIGNATION OF AGENT

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

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

19 I, _____ ,

20 (Name of Principal)

21 Name the following person as my agent:

22 Name of Agent: _____

23 Agent’s Address: _____

24 Agent’s Telephone Number: _____

25 DESIGNATION OF COAGENTS (OPTIONAL)

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

28 I, _____ ,

29 (Name of Principal)

30 Name the following persons as coagents:

1 Name of Coagent: _____

2 Coagent's Address: _____

3 Coagent's Telephone Number: _____

4 Name of Coagent: _____

5 Coagent's Address: _____

6 Coagent's Telephone Number: _____

7 Special Instructions Regarding Coagents: _____

8 _____

9 _____

10 _____

11 Designation of Successor Agent(s) (Optional)

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

13 Name of Successor Agent: _____

14 Successor Agent's
15 Address: _____

16 Successor Agent's
17 Telephone Number: _____

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

20 Name of Second
21 Successor Agent: _____

22 Second Successor
23 Agent's Address: _____

24 Second Successor Agent's
25 Telephone Number: _____

26 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

1 to another; establish a retirement plan in the principal’s name; make contributions to a
 2 retirement plan; exercise investment powers available under a retirement plan; borrow
 3 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting
 4 my agent the authority to create or change a beneficiary designation for a retirement plan
 5 may affect the benefits that I may receive if that authority is exercised. If I grant my agent
 6 the authority to designate the agent, the agent’s spouse, or a dependent of the agent as a
 7 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may
 8 make the property subject to that authority taxable as a part of the agent’s estate.
 9 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for
 10 any retirement plan, and in particular if I wish to authorize the agent to designate as my
 11 beneficiary the agent, the agent’s spouse, or a dependent of the agent, I will explicitly state
 12 this authority in the Special Instructions section that follows or in a separate power of
 13 attorney.

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

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

32 SPECIAL INSTRUCTIONS (OPTIONAL)

33 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

34 _____
 35 _____
 36 _____
 37 _____
 38 _____
 39 _____
 40 _____
 41 _____

EFFECTIVE DATE

1

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

TERMINATION DATE (OPTIONAL)

4

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

NOMINATION OF GUARDIAN (OPTIONAL)

7

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

10 Name of nominee for guardian of my property: _____

11 Nominee's address: _____

12 Nominee's telephone number: _____

13 Name of nominee for guardian of my person:

14 _____

15 Nominee's address: _____

16 Nominee's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

17

18 _____

19 Your Signature

Date

20 _____

21 Your Name Printed

22 _____

23 _____

24 Your Address

25 _____

26 Your Telephone Number

27 STATE OF MARYLAND

28 (COUNTY) OF _____

29 This document was acknowledged before me on

30 _____

31 (Date)

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

3 _____ (SEAL, IF ANY)
4 Signature of Notary
5 My commission expires: _____

6 WITNESS ATTESTATION

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

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

13 _____
14 Witness #1 Signature

15 _____
16 Witness #1 Name Printed

17 _____
18 _____

19 Witness #1 Address
20 _____

21 Witness #1 Telephone Number

22 _____
23 Witness #2 Signature

24 _____
25 Witness #2 Name Printed

26 _____
27 _____

28 Witness #2 Address
29 _____

30 Witness #2 Telephone Number”

31 17-203.

32 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

33 PLEASE READ CAREFULLY

34 This power of attorney authorizes another person (your agent) to make decisions concerning
35 your property for you (the principal). You need not give to your agent all the authorities
36 listed below and may give the agent only those limited powers that you specifically indicate.

1 This power of attorney gives your agent the right to make limited decisions for you. You
2 should very carefully weigh your decision as to what powers you give your agent. Your
3 agent will be able to make decisions and act with respect to your property (including your
4 money) whether or not you are able to act for yourself.

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

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

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

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

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

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

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

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

24 DESIGNATION OF AGENT

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

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

28 I, _____, name the following person
29 (Name of Principal)
30 as my agent:

31 Name of
32 Agent: _____
33 Agent’s
34 Address: _____

1 Agent's Telephone
2 Number: _____

3 DESIGNATION OF COAGENTS (OPTIONAL)

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

6 I, _____ ,

7 (Name of Principal)

8 Name the following persons as coagents:

9 Name of Coagent: _____

10 Coagent's Address: _____

11 Coagent's Telephone Number: _____

12 Name of Coagent: _____

13 Coagent's Address: _____

14 Coagent's Telephone Number: _____

15 Special Instructions Regarding Coagents: _____

16 _____

17 _____

18 _____

19 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

21 Name of Successor Agent: _____

22 Successor Agent's

23 Address: _____

24 Successor Agent's Telephone Number: _____

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

27 Name of Second Successor

28 Agent: _____

29 Second Successor Agent's

30 Address: _____

1 Second Successor Agent's Telephone Number: _____

2 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

20 (5) 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 (6) Engage, compensate, and discharge an attorney, accountant,
23 discretionary investment manager, expert witness, or other advisor;

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

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

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

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

32 (INITIAL each authority in any subject you want to include in the agent's general
33 authority. Cross through each authority in any subject that you want to exclude. If you

1 wish to grant general authority over an entire subject, you may initial “All of the above”
2 instead of initialing each authority.)

3 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

8 (___) All of the above

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

10 (___) Buy, sell, and exchange stocks and bonds

11 (___) Establish, continue, modify, or terminate an account with respect to
12 stocks and bonds

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

15 (___) Receive certificates and other evidences of ownership with respect to
16 stocks and bonds

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

19 (___) All of the above

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

21 (___) Buy, sell, exchange, assign, settle, and exercise commodity futures
22 contracts and call or put options on stocks or stock indexes traded on a regulated option
23 exchange

24 (___) Establish, continue, modify, and terminate option accounts

25 (___) All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

33 All of the above

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

3 () Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

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

7 () Enforce the terms of an ownership agreement

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

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

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

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

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

21 (2) Determine:

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

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

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

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

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

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

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

7 (___) Put additional capital into an entity or a business in which the principal
8 has an interest

9 (___) Join in a plan of reorganization, consolidation, conversion,
10 domestication, or merger of the entity or business

11 (___) Sell or liquidate all or part of an entity or business

12 (___) Establish the value of an entity or a business under a buyout agreement
13 to which the principal is a party

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

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

21 (___) All of the above

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

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

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

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

33 (___) Apply for and receive a loan secured by a contract of insurance or
34 annuity

- 1 Surrender and receive the cash surrender value on a contract of
2 insurance or annuity
- 3 Exercise an election
- 4 Exercise investment powers available under a contract of insurance or
5 annuity
- 6 Change the manner of paying premiums on a contract of insurance or
7 annuity
- 8 Change or convert the type of insurance or annuity with respect to
9 which the principal has or claims to have authority described in this section
- 10 Apply for and procure a benefit or assistance under a statute or
11 regulation to guarantee or pay premiums of a contract of insurance on the life of the
12 principal
- 13 Collect, sell, assign, hypothecate, borrow against, or pledge the interest
14 of the principal in a contract of insurance or annuity
- 15 Select the form and timing of the payment of proceeds from a contract
16 of insurance or annuity
- 17 Pay, from proceeds or otherwise, compromise or contest, and apply for
18 refunds in connection with a tax or assessment levied by a taxing authority with respect to
19 a contract of insurance or annuity or the proceeds or liability from the contract of insurance
20 or annuity accruing by reason of the tax or assessment
- 21 All of the above
- 22 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
23 estates, guardianships, conservatorships, escrows, or custodianships or funds from which
24 the principal is, may become, or claims to be entitled to a share or payment) – With respect
25 to this subject, I authorize my agent to:
- 26 Accept, receive, receipt for, sell, assign, pledge, or exchange a share in
27 or payment from the fund described above
- 28 Demand or obtain money or another thing of value to which the
29 principal is, may become, or claims to be entitled by reason of the fund described above, by
30 litigation or otherwise
- 31 Exercise for the benefit of the principal a presently exercisable general
32 power of appointment held by the principal

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

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

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

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

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

15 All of the above

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

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

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

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

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

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

32 Waive the issuance and service of process on the principal, accept
33 service of process, appear for the principal, designate persons on which process directed to
34 the principal may be served, execute and file or deliver stipulations on the principal's
35 behalf, verify pleadings, seek appellate review, procure and give surety and indemnity

1 bonds, contract and pay for the preparation and printing of records and briefs, receive,
2 execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction
3 of judgment, notice, agreement, or other instrument in connection with the prosecution,
4 settlement, or defense of a claim or litigation

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

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

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

13 All of the above

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

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

19 (1) The principal's children;

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

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

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

27 Provide living quarters for the individuals described above by:

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

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

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

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

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

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

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

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

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

23 All of the above

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

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

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

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

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

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

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

11 All of the above

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

16 (1) An individual retirement account under Internal Revenue Code Section
17 408, 26 U.S.C. § 408;

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

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

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

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

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

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

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

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

3 Establish a retirement plan in the principal's name

4 Make contributions to a retirement plan

5 Exercise investment powers available under a retirement plan

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

7 All of the above

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

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

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

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

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

24 All of the above

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

29 Make outright to, or for the benefit of, a person, a gift of part or all of
30 the principal's property, including by the exercise of a presently exercisable general power
31 of appointment held by the principal, in an amount for each donee not to exceed the annual
32 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),
33 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the
34 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue

1 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the
2 annual federal gift tax exclusion limit

3 Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
4 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
5 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

17 All of the above

18 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

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

31 Create or change rights of survivorship

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

3 NOMINATION OF GUARDIAN (OPTIONAL)

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

6 Name of Nominee for guardian of my property:
7 _____

8 Nominee's Address: _____

9 Nominee's Telephone Number: _____

10 Name of Nominee for guardian of my person:
11 _____

12 Nominee's Address: _____

13 Nominee's Telephone Number: _____

14 SIGNATURE AND ACKNOWLEDGMENT

15 _____
16 Your Signature Date

17 _____
18 Your Name Printed

19 _____
20 _____

21 Your Address
22 _____

23 Your Telephone Number

24 STATE OF MARYLAND
25 (COUNTY) OF _____

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

29 by _____.
30 (Name of Principal)

31 _____ (Seal, if any)
32 Signature of Notary
33 My commission expires: _____

34 WITNESS ATTESTATION

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

2 _____

3 (Name of Principal)

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

7 _____

8 Witness #1 Signature

9 _____

10 Witness #1 Name Printed

11 _____

12 _____

13 Witness #1 Address

14 _____

15 Witness #1 Telephone Number

16 _____

17 Witness #2 Signature

18 _____

19 Witness #2 Name Printed

20 _____

21 _____

22 Witness #2 Address

23 _____

24 Witness #2 Telephone Number

25 This document prepared by:

26 _____

27 _____

28 IMPORTANT INFORMATION FOR AGENT

29 Agent's Duties

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

33 You must:

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

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

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

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

6 _____
7 (Principal’s Name) by _____ (Your Signature) as Agent

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

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

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

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

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

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

19 Termination of Agent’s Authority

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

23 (1) Death of the principal;

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

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

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

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

1 Liability of Agent

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

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

8 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2015.