

Power of Attorney Affidavit and Indemnification



Return Options:

Electronically via Message Center:

Log in and go to Client Services > Message Center to attach the file

Regular Mail:

PO Box 2760, Omaha, NE 68103-2760

Overnight Mail:

200 South 108th Avenue
Omaha, NE 68154-2631

Fax: 866-468-6268

Questions? Call a Client Services representative at 800-669-3900.

Please use this form to add a Durable Power of Attorney (POA) to one or more accounts. Include the following documents:

- A copy of this form must be signed and completed (notary is not required).
- A copy of your Durable POA documents.
- If you are requesting that this POA be added to a trust account (only permitted in certain states), you must also submit copies of the title page and section of the trust document giving the Principal/Trustee the authority to delegate fiduciary powers to appoint an agent. Please note that POAs added to trust accounts are **not durable**, and automatically terminate upon the incapacity of the Trustee. You are responsible for contacting TD Ameritrade to notify us of the Trustee's incapacity and to immediately cease acting as Attorney-in-Fact.
- If the POA is "springing" (effective only upon the incapacitation of the Account Owner) you must also submit proper evidence of the Account Owner's incapacity as provided in the POA document.

This form cannot be used to add an individual who will be paid for the investment management of the account(s). To establish a Registered Investment Advisor relationship, please contact TD Ameritrade Institutional at 800-431-3500.

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Account Owner Information

Account Owner Full Legal Name:

Eligible accounts include individual and joint accounts, trust accounts (only available in certain states), and IRAs (excluding Minor IRAs).

Unless otherwise indicated below, your Attorney-in-Fact will be added to all eligible accounts currently maintained at TD Ameritrade that are either (1) owned by you, either individually or jointly, as evidenced by the fact that your Social Security Number noted above is associated with the account or (2) a trust account where you serve as a trustee. In the case of a trust, by completing this form, you also warrant and represent that this appointment is consistent with the terms of the trust. If you (the Trustee) are not the Settlor, Trustee, and Beneficiary of the Trust, you must also submit copies of the title page and section of the Trust document giving you (the Trustee) authority to delegate fiduciary powers or appoint an agent. Please note that POAs added to Trust Accounts are **not durable**, and automatically terminate upon the incapacity of the Trustee. Your Attorney-in-Fact is responsible for contacting TD Ameritrade to notify us of your incapacity and to immediately cease acting as Attorney-in-Fact.

- ONLY add my Attorney-in-Fact to certain accounts: *Check this box if you don't want this form to apply to all TD Ameritrade accounts owned by you. Please list all accounts for which you want your Attorney-in-Fact granted Power of Attorney.* To appoint a different Attorney-in-Fact for other accounts, use another copy of this form.

Account Number:

Account Number:

Account Number:

Account Number:

Account Number:

Account Number:



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Duplicate Materials

If you would like to receive copies of account statements and/or transaction confirmations, check the appropriate boxes below. All duplicate materials will be sent by U.S. mail.

If you indicate above that you are associated with a firm engaged in the securities business, TD Ameritrade must also send copies of your account statements to that firm. **If you do not authorize TD Ameritrade to send duplicate statements** to those parties, TD Ameritrade will be unable to process this POA.

Account statements Transaction confirmations

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Attorney-in-Fact Terms and Conditions

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form as well as the terms and conditions set forth in all applicable customer agreements between the Account Owner and TD Ameritrade (collectively, the “Agreement”), including the Client Agreement and other documents governing the Account Owner’s accounts indicated in Section 1 of this form.
- Affirm that you are the Attorney-in-Fact appointed in the attached Durable Power of Attorney.
- Agree that any information provided by you on this Power of Attorney Affidavit and Indemnification Form (“POA Affidavit”) is true, accurate and complete, and subject to verification and further agree to notify TD Ameritrade if any such information becomes materially inaccurate, false or misleading, and to promptly provide any additional information reasonably requested by TD Ameritrade concerning the accounts identified in Section 1 or relating to compliance with this POA Affidavit and/or the attached Durable Power of Attorney. You authorize TD Ameritrade and its agents, affiliates, assigns, control persons, employees, officers and directors (collectively, “TD Ameritrade”) to act on all instructions given on this form.
- **To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or is granted authority to act on an account. What this means for you: When you are granted authority to act on an account at TD Ameritrade, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver’s license or other identifying documents.**
- Represent that you are familiar with the Account Owner’s investment objectives, financial situation, and needs, and will invest in a manner consistent with these objectives.
- Affirm that the Account Owner is not deceased, has not partially or totally revoked, suspended, or terminated the attached Durable POA and that there is no petition pending to determine the incapacity of or to appoint a guardian for the Account Owner.
- Agree not to issue or relay any instructions that you believe to be inconsistent with your powers or responsibilities as Attorney-in-Fact.
- Agree to avoid conflicts that would impair your ability to act in the Account Owner’s best interest.
- Agree to keep the Account Owner’s property separate from any assets you own or control, unless otherwise permitted by law.
- Agree to keep a record of all receipts, payments, and transactions conducted for the Account Owner.
- Agree to identify yourself as Attorney-in-Fact when signing documents or checks on behalf of the Account Owner, using either of these accepted forms: “[Account Owner name] by [your signature] as Agent,” or “[your signature] as Agent for [Account Owner name].”
- In the event that more than one Attorney-in-Fact is named, represent that you are authorized to act severally or individually, and that TD Ameritrade may follow any of your instructions independent of all other Attorneys-in-Fact, including the delivery of assets to you personally.
- Understand that in the event of any conflict between instructions given by Attorneys-in-Fact or by an Account Owner and an Attorney-in-Fact, TD Ameritrade may restrict the account until it has received joint written instructions that it finds satisfactory.
- Indemnify and hold harmless TD Ameritrade from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys’ fees) resulting from transactions made in accordance with your instructions.
- Agree that TD Ameritrade may, in its sole discretion, restrict or suspend your ability to remove money from, and/or otherwise refuse to honor your instructions relating to, the accounts listed in Section 1.
- Agree to serve as Attorney-in-Fact, and acknowledge that the attached Durable POA remains in full force and effect, until TD Ameritrade has received what it considers to be satisfactory written notice of either the Account Owner’s death or your removal or resignation as Attorney-in-Fact. Written notice to the Account Owner and to any co-Attorney-in-Fact, successor agent, or the Account Owner’s guardian (if one has been appointed), will ordinarily constitute satisfactory notice of resignation.

Section 4: Attorney-in-Fact Terms and Conditions continued

- Agree to immediately notify TD Ameritrade and cease acting as Attorney-in-Fact if you know, or have reason to know, that your capacity to act as Attorney-in-Fact has been limited or terminated for any reason.
- Certify that you will not be paid for the investment management related to the account(s). If you are looking to establish a Registered Investment Advisor relationship, please contact TD Ameritrade Institutional.

This durable POA shall be governed by Nebraska law, except with respect to conflict of laws provisions.

Signature of Attorney-in-Fact:

Date:

Sign Here

X

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Original signatures are required; electronic signatures and/or signature fonts are not authorized.

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

TD Ameritrade, Inc., member FINRA/SIPC, a subsidiary of The Charles Schwab Corporation.
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