

# Durable Power of Attorney



## 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.

## Important Information About This Document:

- Use this form to authorize a third party to act on your behalf in connection with one or more of your TD Ameritrade accounts. This Durable Power of Attorney (POA) gives your Attorney-in-Fact full control over your accounts. *If you only want to grant certain, limited powers to your agent, please use the Trading Authorization Agreement to grant full or limited trading authorization.*
- This is a Durable Power of Attorney, meaning it remains in effect even if you become physically or mentally incapacitated. This POA will take effect immediately and will remain in effect until we receive written notice from you revoking the POA. You have the right to modify or revoke this POA at any time. To revoke this POA, submit a letter of instruction to TD Ameritrade; to modify or add a new POA, submit a new POA form. If you become mentally incapacitated, you may lose the option of modifying or revoking this POA.
- This is an important legal document that gives another person full control over your account(s). You should review this form carefully with a trusted legal professional before you sign it.
- This POA is only effective as to your accounts at TD Ameritrade. It does not establish any legal authority for your Attorney-in-Fact to act on your behalf on any other accounts, financial or other matters, or revoke legal POAs already in place.
- 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.
- Trust Accounts: If you are using this form to delegate your fiduciary powers as Trustee of a Trust, you may be required to provide additional supporting documentation to evidence your authority to delegate your powers to an agent.

# 1

## Account Owner

Name Prefix (optional):  Mr.  Mrs.  Ms.  Dr.  Rev.

First Name:

Middle Name:

Last Name:

U.S. Social Security Number:

Date of Birth:

□□□□-□□-□□□□

□□-□□-□□□□

Home Address (no PO box or mail drop):

City:

State:

Zip Code:

Country:

Mailing Address (if different from above):

City:

State:

Zip Code:

Country:

Primary Phone number:

Check here if this is not a U.S. phone number

□□□□□□□□□□□□□□□□

Secondary Phone number:

Check here if this is not a U.S. phone number

□□□□□□□□□□□□□□□□



## 2

### Account(s) Included

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:

## 3

### Powers to Be Granted

Powers granted by the Account Owner identified in Section 1.

#### STANDARD POWERS

By completing this form, you grant all of these powers to the Attorney-in-Fact identified in Section 5.

- **Access accounts and place trades.** Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent any account is approved for these features.
- **Withdraw money.** Remove assets from the accounts – by any means available for that account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Attorney-in-Fact.
- **Move money among accounts.** Make rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets within and between accounts.
- **Modify, close, or open accounts.** Modify or close any account named on this form and use your taxpayer ID to open any number or type of new accounts, including managed accounts, for your benefit.
- **Answer for tax matters.** Make, execute, present, modify, and exercise any certification (including, without limitation, IRS Forms W-8 and W-9 and any substitutes for or successors to those forms) or election available or required under federal, state, local, or foreign tax law related to the account(s) or any accounts your Attorney-in-Fact may open, to the extent permitted by the applicable taxing authority.
- **Change addresses.** Change the legal or mailing address on the accounts.
- **Write checks.** Set up checkwriting and/or sign checks drawn on the accounts.

#### OPTIONAL POWERS

The Attorney-in-Fact identified in Section 5 will only be granted these powers if you write your initials next to the appropriate option.

\_\_\_\_\_  
Account Owner initials

**Name others as beneficiaries.** Add, change, or remove beneficiaries on your accounts.

\_\_\_\_\_  
Account Owner initials

**Name self as beneficiary.** Grants your Attorney-in-Fact the power to name him or herself as beneficiary of your accounts.

\_\_\_\_\_  
Account Owner initials

**Exercise fiduciary powers in connection with a trust.** Delegates your powers as Trustee to the Attorney-in-Fact, allowing him or herself to exercise the above-listed "Standard Powers" in connection with a trust account for which you serve as Trustee. *This power must be granted to add an Attorney-in-Fact to a Trust account, and this power terminates upon your incapacity.*

## 4

### Duplicate Materials

If you would like your Attorney-in-Fact 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 the Attorney-in-Fact indicates in Section 5 that he or she is 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

# 5

## Attorney-in-Fact Information

### Agent's General Information

Please provide information on the Agent ("Attorney-in-Fact") being granted POA.

First Name: | Middle Initial: | Last Name:

Are you (the Attorney-in-Fact) known by another name? *Please Specify.*

U.S. Social Security Number: | Date of Birth:

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|-\_\_\_\_\_|\_\_\_\_\_|-\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_| | \_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|\_\_\_\_|

Securities industry regulations require that we collect this information. Include mailing address if different from your home/legal address.

Home Address: *(no PO Box or mail drop)*

City: | State: | Zip Code: | Country:

Mailing Address: *(if different from above)*

City: | State: | Zip Code: | Country:

Primary Phone number:

Check here if this is not a U.S. phone number

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

Secondary Phone number:

Check here if this is not a U.S. phone number

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|

Attorneys-in-Fact must be U.S. citizens or U.S. resident aliens with a U.S. mailing address.

Country(ies) of Citizenship. *Please list all.*

USA  Other(s)

\_\_\_\_\_  
*Country of Citizenship 1*

\_\_\_\_\_  
*Country of Citizenship 2, if applicable*

Country(ies) of legal residence. *Please select only one box.*

USA  Other(s)

\_\_\_\_\_  
*Other Country of Legal Residence*

Answers are required to the next questions.

Check here if you, your spouse, any member of your immediate family living in the same household, including parents, in-laws, siblings, and dependents is a member of the board of directors, 10% shareholder, or policy-making officer of a publicly traded company. **Specify the company name, ticker symbol, address, city, and state:**

Check here if you, your spouse, any member of your immediate family living in the same household, including parents, in-laws, siblings, and dependents is licensed, employed by, or associated with, a broker-dealer firm, a financial services regulator, securities exchange, or member of a securities exchange. We must receive a compliance letter along with this application. **Specify the entity below:**

Check here if you, your spouse, any member of your immediate family, including parents, in-laws, siblings, and dependents is employed by, a federal or state registered Investment Advisor.

Check here if you are being compensated for providing investment advice, placing trades, or otherwise managing this account.

# 6

## Attorney-in-Fact Terms and Conditions

*Named Attorney-in-Fact must sign and date this section in the presence of a notary public.*

In this Section 6, “You,” “you,” and “your” refer to the Attorney-in-Fact.

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 2 of this form.
- Affirm that you are the Attorney-in-Fact named in Section 5.
- Accept appointment as Attorney-in-Fact for the owner identified in Section 1, according to all terms and conditions described in this form.
- Agree that any information provided by you on this Durable Power of Attorney 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 2 or relating to compliance with this 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 authority delegated 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 2.
- Agree to serve as Attorney-in-Fact, and acknowledge that this 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.

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

The Client Agreement applicable to the brokerage account(s) listed in Section 2 of this form contains a predispute arbitration clause. By signing this Agreement, you agree to be bound by the terms of the Client Agreement, including the arbitration agreement located in Section 12 of the Client Agreement on page 8.

Print Attorney-in-Fact Name:

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Attorney-in-Fact Signature:

X

Sign Here

Date:

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Section 6, Attorney in-Fact Terms and Conditions Continued

Important Note: If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

Notice to CA Residents: A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Certificate of Acknowledgement of Notary Public Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.

State of \_\_\_\_\_, in the County of \_\_\_\_\_, subscribed and sworn to before me by the above-named individual who is personally known to me or who has produced \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on [ ]-[ ]-[ ]-[ ]-[ ]-[ ] .

Print Notary Name:

\_\_\_\_\_

Notary Signature:

X

Sign Here

Date:

[ ]-[ ]-[ ]-[ ]-[ ]-[ ]

Notary Seal/Stamp

My commission expires [ ]-[ ]-[ ]-[ ]-[ ]-[ ]

7

Account Owner Terms and Conditions

Account Owner must sign and date this section in the presence of a notary public and two witnesses.

In this Section 7, "You," "you," and "your" refer to the Account Owner.

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form.
• Understand that you can amend or change this Durable Power of Attorney only by executing a new Durable Power of Attorney or by executing an amendment in another form deemed acceptable by TD Ameritrade. You have the right to revoke or terminate this Durable Power of Attorney at any time, as long as you have the legal capacity to do so.
• 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, including providing any securities firm with which your Attorney-in-Fact is affiliated with copies of any duplicate materials provided to your Attorney-in-Fact as indicated in Section 4.
• Affirm that you appoint the individual identified in Section 5 as your agent and Attorney-in-Fact, granting all powers identified in Section 3 with respect to all accounts identified in Section 2, including any powers specifically granted by you by writing your initials next to them.
• Represent and warrant that if you have delegated to your Attorney-in-Fact the authority to exercise fiduciary powers in connection with a trust in Section 3, that you are permitted as the trustee under the governing trust instrument to hire agents and delegate all authority as outlined herein.
• Ratify and confirm all instructions given by your Attorney-in-Fact to the extent permitted by this form and any applicable account agreements.
• Certify that you are the registered owner of the account(s) identified in Section 2, and that all information you provided is correct.
• Authorize your Attorney-in-Fact to write checks against the accounts identified in Section 2 to any person or entity, in the same manner and to the same extent as you can in your capacity as Account Owner.

**Section 7, Account Owner Terms and Conditions Continued**

- Acknowledge that TD Ameritrade has not offered you any tax or legal advice (including advice as to whether this agreement satisfies the laws of your state), and affirm that you have consulted your attorney prior to executing this form about any aspects of this form that you did not understand.
- Acknowledge that TD Ameritrade has no duty to, and does not, monitor the activities of your Attorney-in-Fact.
- Agree that TD Ameritrade may, in its sole discretion, restrict or suspend your Agent's ability to remove money from, and/or otherwise refuse to honor your Agent's instructions, regarding the accounts listed in Section 2.
- Authorize TD Ameritrade to send duplicate account statements and/or transaction confirmations to your Attorney-in-Fact if indicated in Section 4 and if your Attorney-in-Fact indicates in Section 5 that he/she is associated with a firm engaged in the securities business, further authorize TD Ameritrade to send copies of your account statements and/or transaction confirmations to both the Attorney-in-Fact and the firm.
- Agree to be responsible for all costs and obligations, including trading fees and commissions, incurred in connection with the accounts identified in Section 2 by your Attorney-in-Fact, including any costs and obligations that remain unpaid at the time an Attorney-in-Fact ceases to serve in that capacity for any reason.
- Indemnify and hold TD Ameritrade harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that are in any way connected with your instructions or with any action or instruction of your Attorney-in-Fact, even if your Attorney-in-Fact's authorization has been terminated but TD Ameritrade has not yet received notice of the termination. (The indemnifications in this bullet are in addition to, and do not limit, any rights that TD Ameritrade may have under any other agreement with you.)
- Agree that to induce any transfer agent or other third party (collectively, "Third Parties") to act, any such Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual written notice of such revocation or termination shall have been received by such Third Parties.
- Affirm that you understand that your Attorney-in-Fact may be entitled to receive compensation out of your accounts for services performed.
- Agree that this form is in addition to (and in no way limits or restricts) any and all rights which TD Ameritrade may have under any other agreement or agreements between TD Ameritrade and you, and shall inure and continue in favor of TD Ameritrade its successors (by merger, consolidation, or otherwise) and assigns; and further agree to provide your Attorney-in-Fact with copies of all agreements, disclosures, and other pertinent documents governing the account(s) listed in Section 2.
- Certify that you are not adding an individual who will be paid for his or her investment management of the account(s).

***Margin or options clients***

- Acknowledge that the Attorney-in-Fact may open new options positions or close existing positions, and exercise options contracts or sell options contracts as either a covered or uncovered writer if the account is approved to trade options; however, if the Attorney-in-Fact engages in either margin or options transactions, you recognize the inherent risks involved and are fully prepared financially to undertake such risks.

***Accounts with multiple Attorneys-in-Fact***

- Authorize each Attorney-in-Fact to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted in this form.
- Notwithstanding the previous bullet, acknowledge that TD Ameritrade may freeze all activity on your account(s) if TD Ameritrade receives conflicting or inconsistent instructions from your Attorneys-in-Fact, and that your accounts will remain frozen until the conflict is resolved by either a) written instructions from you, b) joint written instructions from all Attorneys-in-Fact, or c) a court order instructing TD Ameritrade how to proceed.

Unless I have checked this box, this form will revoke any prior TD Ameritrade Durable Power of Attorney designations, added by Form TDA 5535, that the Account Owner(s) may have executed with regard to the account.

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

**You must sign and date this form in the presence of two witnesses and a notary public.**

Print Owner Name:

\_\_\_\_\_

Owner Signature:

X

Date:

□□□□ - □□□□ - □□□□□□

**Sign Here**

Section 7, Account Owner Terms and Conditions Continued

Print Witness Name:

\_\_\_\_\_

Witness Signature:

X

Sign Here

Date:

□□ - □□ - □□□□

Print Witness Name:

\_\_\_\_\_

Witness Signature:

X

Sign Here

Date:

□□ - □□ - □□□□

**Important Note:** If your state law permits, notaries may attach the appropriate notarizing declaration in lieu of this notarization.

**Notice to CA Residents:** A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**Certificate of Acknowledgement of Notary Public** *Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

State of \_\_\_\_\_, in the County of \_\_\_\_\_, subscribed and sworn to before me by the above-named individual who is personally known to me or who has produced \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on □□ - □□ - □□□□.

Print Notary Name:

\_\_\_\_\_

Notary Signature:

X

Sign Here

Date:

□□ - □□ - □□□□

Notary Seal/Stamp

My commission expires □□ - □□ - □□□□

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

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