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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.
- 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**

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