**CERTIFICATION AS TO THE VALIDITY AND EFFECTIVENESS OF DURABLE POWER OF ATTORNEY AND ATTORNEY-IN-FACT’S AUTHORITY**

**Affidavit and Indemnification**

Use this form to certify the validity and effectiveness of the Durable Power of Attorney (POA) that granted you the power to act on financial matters on behalf of the Account Owner of The Plan account listed on this form and to indemnify The Plan and the Plan Administrator.

|  |  |
| --- | --- |
| **Important Requirements to Know** |  |
| * You must include with this form a copy of the POA documents with the Account Owner’s signature notarized naming you as the Attorney-in-Fact for the Account Owner in a manner that authorizes you to act as Attorney-in-Fact for financial matters (including matters regarding the Plan), as well as copies of any supporting documents.
* This Certification/Affidavit and Indemnification form is required to be completed on or after the date of the POA document.
* ALL information and signatures must be provided at the time this form is submitted, or we may be unable to process your request.
* If the Attorney-in-Fact is requesting a beneficiary change on the account, the POA document must explicitly include that power.
 | * Additional legal documentation and/or information may be required in order to process your request.
* A representative of the Plan Administrator may call you to confirm this transaction before it is processed.
* Submit with this form a photocopy of the government-issued ID described in Section 2 for the Attorney-in-Fact signing this form.
* Your signature on this form must have been notarized within 90 days of receipt of this document by the Plan.
* If the POA’s effectiveness is contingent upon the incapacitation of the Account Owner (*i.e.*, springing), proper official evidence of incapacity pursuant to the POA document must be attached.
* Each Attorney-in-Fact added to an account must complete and submit a separate original of this form.
 |

**Section 1 – Account Owner/Plan Participant Information**

Name (Please Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last First Middle Initial

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number Social Security Number

**Section 2 – Attorney-in-Fact**

Name (Please Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last First Middle Initial

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address – Number & Street (*Residential Address – this is your legal address used for tax reporting*)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime Phone Email

**Citizenship Status** (*select one*) – *the Attorney-in-Fact must reside in the United States*

U.S. Citizen Resident Alien \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Country of Citizenship*)

**Attorney-in-Fact Identification Information**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Type ID State/Country

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Identification Number ID Issue Date ID Expiration Date

 (*month/day/year*) (*month/day/year*)

**Section 3 – Attorney-in-Fact Signature and Date** (*Named Attorney-in-Fact must sign and date this section in the presence of a notary public within 90 days of receipt by the Plan Administrator*)

By signing below, you, under penalty of perjury:

* Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form as well as (and without limitation) the terms and conditions governing the Plan’s relationship with the Account Owner as set forth in all applicable customer agreements between the Account Owner and the Plan (collectively, the “Agreement”), as are currently in effect and as may be amended from time-to-time in the future.
* Affirm that you are the individual named in the document(s) appointing the Attorney(s)-in-Fact for the account owner and the account named in Section 1.
* Accept appointment as Attorney-in-Fact for the Account Owner, according to all terms and conditions described in this form.
* Agree that any information given on this form is subject to verification. You authorize the Plan, the Plan Administrator and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors to act on all instructions given on this form, to obtain a credit or other financial responsibility report on yourself and, upon written request, to provide the name and address of the credit reporting agency used.
* Affirm that the Account Owner was legally competent when he/she executed the POA, 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 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 identify yourself as Attorney-in-Fact when signing documents 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]”.
* Fully indemnify and hold harmless the Plan, the Plan Administrator, and their affiliates, control persons, officers, directors, employees, trustees, successors, assigns, and consultants from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys’ fees and expenses) resulting from their reliance on this document and the associated POA, or executing any transactions made in accordance with your instructions. You further agree that the indemnifications in this bullet are in addition to, and do not limit, any rights that the Plan and/or the Plan Administrator may have under this agreement and any other agreement with you.
* Agree that the Plan Administrator may restrict or suspend your ability to remove money from the account listed in Section 1.
* Certify that all information provided in this form is true, accurate, and complete.
* Agree to 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.
* Agree to 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.
* Represent that if there are multiple Attorneys-in-Fact authorized with respect to the account listed in Section 1, you are authorized to act severally or individually, and that the Plan and the Plan Administrator 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, the Plan and the Plan Administrator may restrict the account until it has received joint written instructions that it finds satisfactory.
* Affirm that if the POA was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
* Certify that the attached POA is an original or a true and correct copy.
* Certify that the attached POA is “durable,” meaning that its effectiveness survives the subsequent disability or incompetence of the Principal.
* Certify that if you were named as a successor attorney-in-fact, the prior attorney-in-fact is no longer able or willing to serve.

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney-in Fact Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney-in-Fact Name (Printed)

**NOTARIZATION**

State/Commonwealth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County/City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of person acknowledged) (Notary Seal/Stamp)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Notarial Officer

Notary registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_