

Account Number

# Durable Power of Attorney Affidavit and Indemnification

Use this form to certify to National Financial Services LLC ("NFS") the validity and effectiveness of a Durable Power of Attorney ("POA") for your nonretirement brokerage account or Premiere Select® IRA (includes Premiere Select Traditional, Roth, Rollover, SEP and SIMPLE IRAs, and Premiere Select IRA and Roth IRA Beneficiary Distribution Accounts). Type on screen or fill in using CAPITAL letters and black ink. If you need more room for information, use a copy of the relevant page.

## Helpful to Know

- Power of Attorney is not permitted on business accounts, custodial, estate, conservator, Premiere Select Retirement Plan (Keogh), non-prototype retirement accounts and other fiduciary registrations.
- The individual being designated under the Power of Attorney as "Attorney-in-Fact" must complete Sections 2 and 3.
- Submit a copy of valid Durable Power of Attorney documentation, and any supporting documents required, with this form.
- An original form must be completed for each Attorney-in-Fact added to each account.
- If you wish that the Attorney-in-Fact be provided checkwriting capabilities, the account owner and the Attorney-in-Fact must complete and return the applicable form.
- Return the completed form and the POA documentation to your investment representative. Check with your investment representative to determine if a notary signature is required.
- If the POA is an entity, additional paperwork (e.g. Corporate and Unincorporated Resolution form) is required to be submitted with this request.

## 1. Account Owner

Provide the Account Owner name.	First Name	Middle Name	Last Name

### Accounts Included

Account Number	Account Number	Account Number

## 2. Attorney-in-Fact Information

Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).	First Name	Middle Name	Last Name
	Date of Birth MM DD YYYY	Email	
	Daytime Phone	Evening Phone	

Business Title <i>complete if applicable</i>		
Taxpayer ID Number	Required <input type="checkbox"/> SSN <input type="checkbox"/> EIN <input type="checkbox"/> ITIN	Country of Citizenship
Type of Government-Issued ID	ID Number	
State/Country of ID Issuance	ID Issuance Date	ID Expiration Date

continued on next page



## 2. Attorney-in-Fact Information *continued*

Provide your residential address. Cannot be a P.O. Box or Mail Drop.

### Legal Address

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Complete only if different from Legal Address.

### Mailing Address

Same as Legal Address

Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Income Source, Affiliations, and Associations *Industry regulations require us to ask for this information.*

Check one.  
Provide Income Source if retired or not employed.

Employed       Retired       Not Employed

Occupation	Income Source	Employer Name	
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Check all that apply and provide information.

- You are an accredited investor, as defined in Rule 501(a) of the Securities Act of 1933.
- You are associated with a U.S. registered Broker-Dealer that is different than the Broker-Dealer that will hold this account.
- You are a member of the board of directors, a 10% shareholder, a policy-making officer, or someone who can direct the management and policies of a publicly traded company.
- You are employed by or associated with the Broker-Dealer that will hold this account, as defined in Section 3(a)(18) of the Securities Exchange Act of 1934.
- You are associated with a U.S. Registered Investment Advisor.
- You are, or an immediate family/household member is, a senior foreign political figure.
- You are, your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company (an "Affiliate"). You must provide the information below:

Company Name	CUSIP or Symbol
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- Check this box if any of these scenarios apply to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization ("SRO") or a municipal securities dealer.
- Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### 3. Affidavit and Indemnification

**Customer Identification Program Notice:** To help the government fight financial crimes, Federal regulation requires your Broker-Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners, i.e., entity owners and control persons, of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker-Dealer cannot obtain and verify this information. We or your Broker-Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account holder(s) indicated on the account form and any authorized individuals; "Broker-Dealer" refers to the financial institution with which you opened your account.

By signing below, you:

- Affirm that you have read, understand, and agree to the current terms of this form, the attached Power of Attorney ("POA"), the Account Agreement and the account features the account owner has selected and agree to future amendments to these terms and any applicable state notices.
- Affirm that you are the individual named in the document(s) appointing the Attorney(s)-in-Fact for the account owner and accounts listed in Section 1.
- Accept appointment as Attorney-in-Fact for the account owner, according to all terms and conditions described in this form.
- Affirm that the account owner is not deceased, and has not partially or completely revoked, terminated, or suspended this Power of Attorney.
- Represent that a petition to determine the incapacity of, or to appoint a guardian for, the account owner is not pending.
- Certify that, in the event you have been appointed by a trustee, such appointment is authorized by the trust documentation.
- Agree to cease acting as Attorney-in-Fact if your capacity to act as Attorney-in-Fact has been limited or terminated for any reason, including but not limited to any modification of the authority delegated in the POA by the account owner, any petition pending to determine the incapacity or to appoint a guardian for the account owner, or separation or divorce (including, in some cases, annulment) from the account owner, death of the account owner or revocation by operation of law.
- Represent that if there are multiple Attorneys-in-Fact authorized with respect to the accounts listed on this form, you are authorized to act severally or individually, and that NFS 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, we may restrict the account until we have satisfactory written instructions or a court order instructing us how to proceed.
- Agree that we may restrict your authority to act on the accounts listed after receipt of the POA.
- Agree not to knowingly issue any instructions that are inconsistent with your appointment as Attorney-in-Fact.
- Agree, if the account is a Premiere Select IRA, not to issue any instructions that are not in compliance with the terms of the Premiere Select IRA Custodial Agreement and Disclosure Statement governing the IRA.
- Represent and warrant that if you have not checked the boxes for Affiliations and Corporate Control Status, you are not affiliated with or employed by a stock exchange, the Financial Industry Regulatory Authority or a Broker-Dealer and you are not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policymaking officer), or an immediate family or household member of such a person.
- Indemnify and hold us harmless jointly and severally for accounts with more than one owner from and against any and all losses, claims, costs, actions, demands, suits, proceedings, damages and expenses, including attorneys' fees and expenses, and any other costs suffered or incurred by us arising out of or relating to transactions made in accordance with your instructions or failure to provide instructions as Attorney-in-Fact.
- Agree that this POA remains in full force and effect, until we have received satisfactory written notice of the account owner's death or your removal or resignation as Attorney-in-Fact.
- Affirm that the account owner executed the POA while competent to do so and was not acting under duress or undue influence.
- Authorize us or your Broker-Dealer to act on all instructions approved on this form, to obtain a credit report about you at any time, verify information you have provided, and perform a background check on you.
- Understand that this affidavit and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflict of laws provisions and except as superseded by federal law.
- Acknowledge that any alteration of this document's original terms shall be null and void and you shall be bound by the terms of the original document as set forth by us. You understand and acknowledge that we may terminate any and all agreements with you in the event that you or any of your agents and affiliates have reasonable ground to believe that the foregoing is untrue, or that this document has been altered.
- Acknowledge that this form is signed under penalties of perjury.

**Attorney-in-Fact must sign and date on next page.**

### 3. Affidavit and Indemnification *continued*

Attorney-in-Fact must sign and date below. Check with your investment representative to determine if a notary signature is required.

Print Attorney-in-Fact Name <i>First, M.I., Last</i>	
Attorney-in-Fact Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> X	X

### 4. Notarization *For Broker-Dealer use only.*

**Statement of Notary Public** *In this section, "You" and "you" refer to the Notary Public.*

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individuals they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

**Important Note:** CA Notaries are permitted to submit a separate page notary document. If used, it must identify the document being notarized.

**Notice to CA Residents regarding the below: 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 truthfulness, accuracy, or validity of that document.**

State	County	Identification
Print Notary Name		Commission Expires <i>MM - DD - YYYY</i>
Notary Signature		Date <i>MM - DD - YYYY</i>
<b>SIGN</b> X	X	

▼ NOTARY SEAL / STAMP ▼

#### To Be Completed by Correspondent Only

I \_\_\_\_\_, Supervisory Principal for Broker-Dealer, have reviewed the foregoing and hereby certify to NFS that (i) Broker-Dealer has performed the required due diligence of the account documentation pursuant to Broker-Dealer's obligation as set forth in the clearing agreement between NFS and Broker-Dealer; and (ii) nothing in this Durable Power of Attorney Affidavit and Indemnification conflicts with the Power of Attorney document.

Supervisory Principal Signature <i>for Broker-Dealer</i>	Broker-Dealer	Date <i>MM - DD - YYYY</i>
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