

# POWER OF ATTORNEY CERTIFICATION

## Institutional Advisor Services

**General Instructions:** To confirm that the account holder identified below (the "Principal") has provided the agent or attorney-in-fact identified below (the "Agent") with Power of Attorney ("POA") with respect to the accounts identified below (the "Accounts"), both Principal and Agent must complete this Certification and return it to Axos Advisor Services.

This Certification cannot be used to add an investment advisor using the Axos Advisor Services ("AAS") platform, nor is it intended to grant authority to the Agent or an investment advisory firm to place trade orders, make disbursements, or pay fees from any of the Accounts. Any power of attorney the Agent has granted to an investment advisor shall remain in full force and effect and such authority may only be revoked by the Agent in writing using a separate form.

Print or type all entries. To type entries, a fillable PDF of this form can be found online at [www.axosadvisorservices.com](http://www.axosadvisorservices.com)

SECTION 1: Principal Information. This is to identify the Principal who granted the POA		
First/Middle Initial		
Last Name		
Customer Address	City/State	Zip Code
Account Number	Type of Account	
Account Number	Type of Account	
Account Number	Type of Account	

SECTION 2: Agent			
First / Middle Initial			
Last Name			
Social Security Number	Date of Birth	Country of Citizenship	
Phone #	<input type="checkbox"/> Cell	<input type="checkbox"/> Work	<input type="checkbox"/> Other
Relationship to account holder/principal			
Address 1 <small>Residential Street Address Required – No PO Boxes</small>			
Address 2			
City	State	Zip Code	
Driver's License or other State ID #	State	Issue Date	Expiration Date

### SECTION 3: POA Information

- (1) Is the Power of Attorney Durable:  YES  NO.
- (2) Are there any other agents or attorneys-in-fact serving other than the Agent identified above?  YES  NO.
  - a. if yes, the other agents or attorneys-in-fact will need to complete a separate Certification.
  - b. If yes, must all of the Principal's agents work:  Jointly  Independently.

**SECTION 4: Agent's Representations and Warranties**

By signing below, Agent represents, warrants, and agrees to the following:

- (1) Agent has been duly appointed or designated as Agent by Principal pursuant to the POA and the Principal is alive as of the date of this Certification.
- (2) The POA gives the Agent general authority to make decisions concerning the Principal's property, including Principal's real and tangible personal property, manage investments, sell and encumber assets, and exercise fiduciary powers that the Principal has the power to delegate *provided, however*, this POA does not replace or affect any authority Principal has given to the investment advisory firm and / or its representatives managing any of the Accounts.
- (3) All information provided in the Certification is true and correct, and Agent will promptly notify AAS in writing of any changes concerning this POA (and in no case longer than 3 business days from when such changes occur), including without limitation:
  - a. The POA is revoked.
  - b. Agent is no longer serving as Agent for any reason, including due to removal by Principal or resignation by Agent.
  - c. The Principal dies.
- (4) Agent will promptly refund AAS any amounts erroneously distributed to Agent from any of Accounts at any time, and in no case longer than 3 business days from when such erroneous distribution was received.
- (5) Upon AAS' written request, Agent will provide AAS with a true, correct, and complete copy of the POA and any other information relating to this POA that AAS may reasonably request.
- (6) **Agent shall, in both an individual capacity and as the Agent, indemnify and hold harmless AAS, its successors and assigns, its affiliates, and its and their directors, officers, employees, and agents (each an "Indemnified Party") against all costs, expenses, legal and other fees, and liabilities of such Indemnified Party and pay for all defense costs and expenses incurred by an Indemnified Party relating to or arising out of or related in any way to this Certification, including without limitation**
  - (i) any representations or other statements made herein by Agent, (ii) any instructions provided by Agent to an Indemnified Party, or (iii) any actions taken or not taken by an Indemnified Party in reliance upon this Certification or the statements made herein.

Agent Signature	Date
Agent Full Printed Name	

**Witnessed by a Notary Public**

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Signature \_\_\_\_\_

State of \_\_\_\_\_

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

(Seal)

**SECTION 5: Principal's Acknowledgement**

By signing below, Principal acknowledges and agrees to the following:

- (1) Agent has been duly appointed or designated as Agent by Principal pursuant to the POA and the information and statements made in Sections 1 through 4 above are true and correct.
- (2) **Principal is and shall be solely liable and responsible for any and all acts or omissions of Agent, including without limitation any actions taken or not taken by Agent pursuant to the POA.**
- (3) **AAS is not and shall not be liable or responsible to Principal or any other party for any acts or omissions of the Principal or the Agent arising out of the POA or this Certification, including without limitation (i) any representations or other statements made herein by Principal or the Agent, (ii) any instructions provided by the Agent to AAS, or (iii) any actions taken or not taken by AAS in reliance upon this Certification or the statements made herein by Principal or Agent.**
- (4) Any obligations of Principal created by this Certification shall be in addition to any and all existing obligations of Principal under any other agreements between Principal and AAS, the terms and requirements of which shall continue to apply to Principal.

**IMPORTANT:** If principal is incapable of signing this form, please provide full copy of the POA.

Principal Signature	Date
Principal Full Printed Name	

**Witnessed by a Notary Public**

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Signature \_\_\_\_\_

State of \_\_\_\_\_

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

(Seal)