

FINANCIAL POWER OF ATTORNEY

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Financial Power of Attorney (this "**Instrument**") is made as of [EFFECTIVE DATE] by:

[PRINCIPAL LEGAL NAME], residing at [PRINCIPAL ADDRESS] (the "**Principal**"), who appoints the agent named below to act for the Principal in financial matters.

The Principal appoints [AGENT LEGAL NAME], residing at [AGENT ADDRESS], as the Principal's attorney-in-fact (the "**Agent**"). If the named Agent is unable or unwilling to serve, the Principal appoints [SUCCESSOR AGENT LEGAL NAME], residing at [SUCCESSOR AGENT ADDRESS], as successor Agent (the "**Successor Agent**").

Recitals. The Principal wishes to grant authority to the Agent to manage financial and property matters on the Principal's behalf. The Principal understands that this Instrument grants broad and potentially sweeping power over the Principal's finances and property, that the Agent will be in a position of trust, and that the scope, execution formalities, witnessing, and notarization required for this Instrument vary significantly by jurisdiction. The Principal executes this Instrument knowingly and voluntarily. In recognition of these matters, the Principal directs as follows.

1. Appointment and Acceptance

1.1 Appointment. The Principal appoints the Agent to act as the Principal's attorney-in-fact to do, on the Principal's behalf, the acts authorized in Section 3, subject to the limits in this Instrument and applicable law.

1.2 Successor agent. If the Agent dies, resigns, becomes incapacitated, or is otherwise unable or unwilling to serve, the Successor Agent will serve with the same authority. Only one Agent will act at a time unless this Instrument expressly authorizes co-agents.

1.3 Acceptance and fiduciary duty. By acting under this Instrument, the Agent accepts the appointment and agrees to act as a fiduciary: in the Principal's best interest, in good faith, within the authority granted, with care, and keeping the Principal's property separate from the Agent's own and properly recorded.

2. Effective Date and Durability

2.1 When effective. This Instrument is effective [CHOOSE ONE: immediately on signing / only on the Principal's incapacity as described in Section 2.3 (a "springing" power)].

2.2 Durability. This Instrument is **durable**: it is not affected by the Principal's later disability or incapacity and continues in effect until it terminates under Section 7, to the extent the law of the governing jurisdiction permits a durable power.

2.3 Determination of incapacity (if springing). If this Instrument is springing, the Principal's incapacity will be determined by [e.g. the written certification of one or two licensed physicians who have examined the

Principal, or as required by applicable law].

3. Powers Granted

3.1 General authority. Subject to any limits in Section 4, the Principal grants the Agent authority to act with respect to the following subjects, to the extent permitted by applicable law. Initial or check each subject the Principal intends to grant; strike any the Principal withholds:

(a) ☐ banking and other financial-institution transactions; (b) ☐ real property transactions; (c) ☐ tangible personal property transactions; (d) ☐ stocks, bonds, and other investment transactions; (e) ☐ business operating transactions; (f) ☐ insurance and annuity transactions; (g) ☐ retirement-plan and benefits transactions; (h) ☐ tax matters, including signing and filing returns; (i) ☐ claims and litigation on the Principal's behalf; (j) ☐ government benefits and similar programs; and (k) ☐ [OTHER AUTHORITY, describe].

3.2 Incidental powers. As to each subject granted, the Agent may take all actions reasonably incidental to it, including signing documents, endorsing and depositing instruments, accessing accounts and safe-deposit boxes, and engaging professionals, all consistent with the Agent's fiduciary duty.

3.3 Special instructions. [STATE ANY SPECIFIC INSTRUCTIONS, e.g. directions to pay particular bills, maintain a residence, or fund a trust. If none, state "None."]

4. Limitations on Authority

4.1 Self-dealing and gifts. Unless expressly authorized in writing in Section 4.2, the Agent may not make gifts of the Principal's property, change beneficiary designations, create or change rights of survivorship, or otherwise benefit the Agent personally at the Principal's expense.

4.2 Expressly authorized acts. The Principal [does / does not] authorize the Agent to make gifts, and if so, only as follows: [DESCRIBE ANY LIMITED GIFTING AUTHORITY, e.g. annual gifts not exceeding the federal gift-tax annual exclusion to the Principal's descendants].

4.3 No authority over certain matters. This Instrument does not grant authority over health-care decisions (which require a separate health-care directive), and does not authorize the Agent to make or revoke the Principal's will.

4.4 Compliance with law. The Agent will exercise authority only as permitted by applicable law, and any grant of authority that the law does not permit is limited accordingly without invalidating the rest of this Instrument.

5. Agent's Duties and Records

5.1 Standard of care. The Agent will act loyally for the Principal's benefit, avoid conflicts of interest, act with the care a prudent person would use, and cooperate with any person authorized to make health-care decisions for the Principal.

5.2 Records and accounting. The Agent will keep accurate records of all receipts, disbursements, and transactions made on the Principal's behalf and will provide an accounting on the reasonable request of the Principal, a court, or a person the Principal designates.

5.3 No commingling. The Agent will keep the Principal's funds and property separate from the Agent's own, except for property the Parties already hold jointly.

5.4 Compensation and reimbursement. The Agent is entitled to reimbursement for reasonable expenses and to [reasonable compensation / no compensation] for serving, as stated here.

6. Reliance by Third Parties

6.1 Acceptance by third parties. A third party may rely on this Instrument and on the Agent's authority. The Principal asks third parties to accept and act on a properly executed copy of this Instrument and releases them from liability for acting in good-faith reliance on it, to the extent permitted by applicable law.

6.2 Certification. The Agent may provide a third party with a certification, under penalty of perjury where permitted, of any fact concerning the Principal, the Agent, or this Instrument.

7. Revocation and Termination

7.1 Revocation. The Principal may revoke this Instrument at any time while the Principal has capacity, by a signed writing delivered to the Agent and, where appropriate, to third parties relying on it.

7.2 Automatic termination. This Instrument terminates on the Principal's death, on a court's appointment of a guardian or conservator who is directed to terminate it, on revocation, or as otherwise provided by applicable law. A divorce or legal separation from an Agent who is the Principal's spouse revokes that person's authority unless the Principal states otherwise.

7.3 Effect of termination. Termination is not effective as to a third party or the Agent until that person has actual knowledge of it; good-faith acts taken before knowledge of termination remain valid to the extent the law provides.

8. General Provisions

8.1 Governing law. This Instrument is governed by the laws of the State of [STATE]. The Principal intends that it be honored in any jurisdiction where the Principal has property, to the extent that jurisdiction's law allows.

8.2 Severability. If any provision is unenforceable, the rest remains in effect, and the broadest grant of authority that is enforceable will be given effect consistent with the Principal's intent.

8.3 Copies. A photocopy or electronically transmitted copy of this signed Instrument has the same effect as an original, except where applicable law requires an original.

8.4 Execution formalities. The Principal will execute this Instrument with the witnessing and notarization that applicable law requires; if the law requires more formalities than appear below, those legal requirements control.

IN WITNESS WHEREOF, the Principal has executed this Instrument as of the date written above and acknowledges having read and understood it.

PRINCIPAL

Signature: _____

Printed name: [PRINCIPAL NAME]

Date: _____

Acceptance by Agent. The Agent acknowledges and accepts the appointment and the fiduciary duties described above.

AGENT

Signature: _____

Printed name: **[AGENT NAME]**

Date: _____

[WITNESSES — many jurisdictions require one or two disinterested adult witnesses. Add or remove lines to match local law.]

Witness 1 signature: _____ Printed name: **[NAME]** Date: _____

Witness 2 signature: _____ Printed name: **[NAME]** Date: _____

[NOTARY ACKNOWLEDGMENT — most jurisdictions require notarization for a financial power of attorney. Use the acknowledgment form your jurisdiction prescribes.]

State of **[STATE]**, County of **[COUNTY]**. Acknowledged before me this ____ day of _____, 20____, by the Principal **[and Agent]**, proven to me on the basis of satisfactory evidence to be the person(s) who signed this Instrument.

Notary Public: _____ My commission expires: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.