

ARTICLE 2
PROTECTION OF THIRD PARTIES RELYING ON POWER OF ATTORNEY

2.1. Third Parties Holding Principal's Assets. This Article applies to any Third Party—including a bank, credit union, investment house, any other financial institution, or any other Person—managing, holding, or controlling my Assets.

2.2. Third Parties Must Meet Three Minimal Requirements. If a Third Party satisfies the following three minimal requirements, I deem the Third Party to be acting in good faith, and I release the Third Party from all liability in complying with the Financial Agent's instructions, requests, and actions.

1. The Third Party must secure a photocopy of the Power of Attorney;
2. The Third Party must secure some proof (e.g., a driver's license) that the individual presenting himself or herself as the Financial Agent is in fact a Person named as an Agent in Article 5 and is the Person who signed the "Acceptance of Appointment."
3. The Third Party must secure a copy of the Financial Agent's "Acceptance of Appointment" which the Financial Agent must sign as required in Article 8.

2.3. Protections Offered Third Parties. I hereby mandate to all my agents, assigns, beneficiaries, heirs, or anyone with any interest in any of my Assets that the following protections offered Third Parties are binding on me and them. I hereby warrant and represent to Third Parties (acting in good faith as defined in the preceding ¶2.2.) who manage, hold, or control my Assets the following:

1. **No Obligation to Determine Validity of Power of Attorney.** No Third Party is obligated to determine or interpret the legality or validity of this Power of Attorney or its terms, nor is any Third Party liable for failure to make such a determination.
2. **No Obligation to Determine Whether Power of Attorney is Amended or Revoked.** No Third Party is obligated to determine or interpret whether this Power of Attorney has been amended or revoked, nor is any Third Party liable for failure to make such a determination.
3. **No Obligation to Determine Absence or Incapacity.** No Third Party is obligated to determine or interpret whether I am absent or incapacitated, nor is any Third Party liable for failure to make such a determination.
4. **No Obligation to Determine Agent's Compliance with Power of Attorney.** No Third Party is obligated to determine or interpret whether the Financial Agent has properly complied with any requirement or term of the Power of Attorney, nor is any Third Party liable for failure to make such a determination.
5. **No Obligation to Determine Agent's Proper Use of Assets.** No Third Party is obligated to determine or interpret whether the Financial Agent is properly dealing with my Assets, nor is any Third Party liable for failure to make such a determination.
6. **No Obligation to Determine Agent's Authority.** No Third Party is obligated to determine or interpret the extent of the Financial Agent's authority, nor is any Third Party liable for failure to make such a determination.
7. **No Obligation to Determine Financial Abuse.** No Third Party is obligated to determine or interpret whether I am being financially abused, nor is any Third Party liable for failure to make such a determination.
8. **No Liability for Providing Information to Agents.** All Third Parties may—without any liability—provide any information regarding any of my Assets to the Financial Agent.
9. **No Liability for Relying on Agent's Representations.** All Third Parties may—without any liability—rely and act on all the Financial Agent's representations as being accurate and true.
10. **No Liability for Relying on Agent's Instructions.** All Third Parties may—without any liability—rely and act on all instructions, requests, and actions of the Financial Agent as if said instructions, requests, or actions were fully authorized by me, with the same force and effect as if I were personally present, competent, and acting on my own behalf.

2.4. General And Specific Releases And Indemnification. So long as a Third Party acts with good faith as defined in ¶2.2., I hereby represent, warrant, and agree that all instructions, requests, and actions of the Financial Agent may be accepted by Third Parties as fully authorized by me, with the same force and effect as if said Agent was in fact standing in my shoes speaking and acting in my place, substituting the Agent's judgment for mine. Consequently, I, for my assigns, beneficiaries, estate, heirs, or any others with a beneficial interest in my Assets indemnify and hold harmless any Third Party from any liability to my assigns, beneficiaries, estate, heirs, or others with a beneficial interest in my Assets, relating to any claims, judgments, or other liabilities or cost of defense or settlement which may arise as a result of said Third Party relying on the protections afforded Third Parties under ¶2.3. or complying with the Financial Agent's instructions, requests, or actions.

2.5. Attorney Opinion or Court Order. A Third Party may, but is not obligated to, request the Financial Agent to secure at my expense a written legal opinion from my attorney that the Acceptance of Appointment and this Document is valid and affective, thus providing the Third Party with another level of liability protection in addition to the liability protections afforded the Third Party herein. To secure such a legal opinion from Hughes Estate Group, Attorneys, the Agent may call 1-800-xxx-xxxx.

The Third Party may, but is not obligated to, seek another level of protection by requesting that the Financial Agent secure at my expense a court order or declaratory judgment that this Document is valid and effective.