Power of Attorney

T.RowePrice529

Complete this **Power of Attorney Form** to designate an individual or financial professional as your agent who will have authority to act on your T. Rowe Price 529 Account(s). A Power of Attorney (POA) is a legal document that allows you (the "principal") to designate another person (the "agent" or "attorney-in-fact") to make decisions or act on your behalf regarding your finances, property, or medical care. A POA cannot be a corporation or entity. A POA is defined as a person you choose such as a spouse, child, relative, friend or lawyer.

- This **Power of Attorney Form** must be signed by the agent in **Section 2**. It also must be signed by the Account Owner and notarized in **Section 3**.
- If there is anything about this form that you do not understand, you should seek legal advice.
- By signing this form, you authorize your agent to access Account information, to make investment and allocation changes, contributions, withdrawals, exchanges, and Beneficiary transfers, and to request general maintenance.
- Type in your information and print out the completed form, or print clearly, preferably in capital letters and black ink. Mail the form to the address listed. Do not staple.

1-866-521-1894
Monday - Friday 8:00 a.m. to 8:00 p.m. ET

www.troweprice529.com

Regular mailing address:
T. Rowe Price 529
PO Box 219124
Kansas City, MO 64121

Overnight mailing address:
T. Rowe Price 529
1001 E 101st Terrace, Suite 200
Kansas City, MO 64131

Capitalized terms used in this form and not defined have the meanings provided in the T. Rowe Price 529 Plan Disclosure Document.

Additional requirements for NY, CA, ME, MI, and PA residents. Read the disclosure statements on the page applicable to your state of residence. If a signature is required, return that page signed along with the POA. NY residents must obtain notary certification for the Agent and Attorney-in-Fact.

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS A DURABLE POA. THE AUTHORITY OF YOUR AGENT WILL NOT TERMINATE IF YOU BECOME DISABLED OR INCAPACITATED. THIS POA WILL TERMINATE ON YOUR DEATH. HOWEVER, PLAN OFFICIALS ACCEPT NO LIABILITY FOR ACTING ON INSTRUCTIONS FROM THE AGENT IN CASES IN WHICH THE PLAN IS NOT NOTIFIED OF THE ACCOUNT OWNER'S DEATH. **THIS POA ONLY AUTHORIZES YOUR AGENT TO ACT ON YOUR BEHALF WITH RESPECT TO YOUR T. ROWE PRICE 529 ACCOUNT(S). IT ALSO TAKES PRIORITY OVER ANY OTHER POA YOU HAVE SIGNED WITH RESPECT TO THE T. ROWE PRICE 529 ACCOUNT(S).**

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT AND ATTORNEY-IN-FACT") POWERS TO ACT FOR YOU, WITHOUT YOUR CONSENT, IN ANY WAY THAT YOU COULD ACT FOR YOURSELF WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME BY SENDING WRITTEN NOTICE TO THE ABOVE ADDRESS. THE POA MAY ALSO BE TERMINATED BY COURT ORDER UPON DELIVERY OF THAT ORDER TO THE ABOVE ADDRESS.

YOU MAY HAVE OTHER RIGHTS OR POWERS UNDER ALASKA LAW NOT SPECIFIED IN THIS FORM.

1. Account Owner Information

Account Number *(List all that apply. To list more than three Accounts, use a separate sheet.)*

Account Owner *(First name)* *(M.I.)*

Account Owner *(Last name)*

Account Owner Social Security Number *(Last four digits)*

2. Agent Information *(Required)*

Agent and Attorney-in-Fact's First Name *(M.I.)*

Agent and Attorney-in-Fact's Last Name

Agent and Attorney-in-Fact's Social Security Number or other Tax ID number

Date of Birth (mm/dd/yyyy)

Mailing Address

City State Zip Code

Telephone Number

BY SIGNING BELOW, I ACCEPT THE APPOINTMENT AS AGENT AND ATTORNEY-IN-FACT FOR THE ACCOUNT OWNER SPECIFIED HEREIN AND CERTIFY THAT I UNDERSTAND THE AUTHORIZATIONS GRANTED TO ME BY THE TERMS OF THIS AGREEMENT.

SIGNATURE

Signature of Agent and Attorney-In-Fact

Date *(mm/dd/yyyy)*

NOTE: Accounts with a New York address require a notary certification by state law.

Do not sign below until you are in the presence of the authorized notary providing the notary service.

SIGNATURE
Signature of Agent and Attorney-in-Fact

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm/dd/yyyy)*

Your signature must be notarized. See below.

Before me, a Notary in and for ____________________ (County), ____________________ (State) this document was acknowledged before me on ____________________ (Full Date) by ____________________ (Agent and Attorney-in-fact) who certifies the correctness of the signature above.

SIGNATURE
Signature of Notary

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm/dd/yyyy)*

Name of Notary *(first, middle initial, last)*

My commission expires:

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm-dd-yyyy)*

Notary to place seal here

Applies to signature in **Section 2.**

3. Signature, Indemnification, and Notarization — YOU MUST SIGN BELOW

I, the Account Owner listed in Section 1, do hereby make, constitute, and appoint the individual named in Section 2 as my true and lawful Agent and Attorney-in-Fact for me and in my name and on my behalf to act upon my T. Rowe Price 529 Account(s). I specifically give my Agent and Attorney-in-Fact the following authorizations:

- Make contributions, withdrawals (including withdrawals to a third party), investment exchanges, and Beneficiary changes.
- Make address changes and other Account maintenance.
- Receive and/or access and view Account documents such as statements, confirmations, and tax forms.

With certain restrictions set forth in the Plan's Participation Agreement and/or Plan Disclosure Document, these requests can be made in writing or, if my Account has phone services, can be made by phone. In all such cases, the Plan is authorized to follow the instructions of my Agent and Attorney-in-Fact in every respect.

I authorize my Agent and Attorney-in-fact to act on my behalf in the same manner and with the same force and effect as I might or could. However, my Agent and Attorney-in-fact is not authorized to change the Account Owner of any Account.

I ratify and affirm any and all transactions hereafter that my Agent and Attorney-in-Fact makes for my T. Rowe Price 529 Account(s). This authorization and indemnity is in addition to (and in no way limits or restricts) any rights that the T. Rowe Price 529 may have under any other agreement(s) between the Plan and me. This authorization and indemnity is a continuing one and will remain in full force and effect until I revoke it by providing a written notice to the Plan. However, the revocation will not affect any liability in any way resulting from transactions initiated prior to such revocation. The authorization and indemnity shall inure to the benefit of the Plan and of any successor firm(s) irrespective of any change(s) at any time in the personnel thereof for any cause whatsoever and of the assigns of the Plan.

I agree to indemnify and hold harmless the State of Alaska, the Trustee, the University, the Board, the Plan, the Trust and any of the service providers to the Plan (including the Program Manager) and any affiliate, agency, representative, employee, official, officer, or agent of any of these entities from all loss, costs, indebtedness, and liabilities arising from this POA agreement. I understand that this POA agreement and the terms contained herein supplement my New Account Enrollment and may only be used to conduct business in my T. Rowe Price 529 Account(s).

This POA agreement will not be affected by my disability or incapacity. In case of my death, this authorization will discontinue, and the Plan will not be responsible for any transactions or changes made to my Account by my Agent and Attorney-in-fact until the Plan has received written notification of my death addressed to the T. Rowe Price 529.

Do not sign below until you are in the presence of the authorized notary providing the notary service.

SIGNATURE
Signature of Account Owner

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm/dd/yyyy)*

SIGNATURE
Signature Witness #1

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm/dd/yyyy)*

SIGNATURE
Signature Witness #2

☐☐ – ☐☐ – ☐☐☐☐
Date *(mm/dd/yyyy)*

NOTE: Check your state's requirements to determine if, and how many, witnesses are necessary.

Your signature must be notarized. See below.

Before me, a Notary in and for ____________________________ , ________________________________ this document was
County State

acknowledged before me on __________________________ by _________________________________ who certifies the
Full Date Current Account Owner

correctness of the signature above.

SIGNATURE

Signature of Notary

Date *(mm/dd/yyyy)*

Name of Notary *(first, middle initial, last)*

My commission expires:

Date *(mm-dd-yyyy)*

Notary to place seal here

Applies to signature in **Section 3.**

Important Disclosure for New York Residents

CAUTION TO THE PRINCIPAL

Your power of attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" below describes your agent's responsibilities. Your agent can act on your behalf only after signing the power of attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior power of attorney by executing this power of attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located. You can revoke or terminate your power of attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a "health care proxy" to do this.

The law governing powers of attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library or online through the New York State Senate or Assembly websites: senate.state.ny.us or assembly.state.ny.us. If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

IMPORTANT INFORMATION FOR THE AGENT

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the power of attorney is terminated or revoked. You must:

1. act according to any instructions from the principal or, where there are no instructions, in the principal's best interest;
2. avoid conflicts that would impair your ability to act in the principal's best interest;
3. keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
4. keep a record of all receipts, payments, and transactions conducted for the principal; and
5. disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (principal's name) by (your signature) as Agent or (your signature) as Agent for (principal's name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this power of attorney or in a Statutory Major Gifts Rider attached to this power of attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in the New York General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the power of attorney, you may be liable under the law for your violation.

KEEP THIS PAGE FOR YOUR RECORDS

Important Disclosure for California Residents

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

SIGNATURE

Agent's Signature

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Date *(mm/dd/yyyy)*

CALIFORNIA RESIDENTS RETURN THIS PAGE

Important Disclosure for Maine Residents

NOTICE TO THE PRINCIPAL

You are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney, you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document, your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand, you should ask a lawyer to explain it to you.

NOTICE TO THE AGENT

You are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9 and Title 18-B, Sections 802 to 807 and Title 18-B, Chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney, you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal, or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

KEEP THIS PAGE FOR YOUR RECORDS

Important Disclosure for Michigan Residents

To be completed by the agent/attorney-in-fact:

I, _____,

have been appointed as attorney-in-fact for

_____,

the principal, under a durable power of attorney dated

_____.

By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

(a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.

(b) I must take reasonable steps to follow the instructions of the principal.

(c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.

(d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.

(e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.

(f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.

(g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

(h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

SIGNATURE

Agent's Signature

☐☐ – ☐☐ – ☐☐☐☐

Date *(mm/dd/yyyy)*

MICHIGAN RESIDENTS RETURN THIS PAGE

Important Disclosure for Pennsylvania Residents

NOTICE

The purpose of this power of attorney is to give the person you designate (your "agent") broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This power of attorney does not impose a duty on your agent to exercise granted powers, but, when powers are exercised, your agent must use due care to act for your benefit and in accordance with this power of attorney.

Your agent may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your agent's authority.

Your agent must act in accordance with your reasonable expectations to the extent actually known by your agent and, otherwise, in your best interest, act in good faith and act only within the scope of authority granted by you in the power of attorney.

The law permits you, if you choose, to grant broad authority to an agent under power of attorney, including the ability to give away all of your property while you are alive or to substantially change how your property is distributed at your death. Before signing this document, you should seek the advice of an attorney at law to make sure you understand it.

A court can take away the powers of your agent if it finds your agent is not acting properly.

The powers and duties of an agent under a power of attorney are explained more fully in 20 PA.C.S.A Ch. 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand its contents.

SIGNATURE

Principal's Signature

☐☐ – ☐☐ – ☐☐☐☐

Date *(mm/dd/yyyy)*

ACKNOWLEDGMENT OF AGENT

I have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

SIGNATURE

Agent's Signature

☐☐ – ☐☐ – ☐☐☐☐

Date *(mm/dd/yyyy)*

PENNSYLVANIA RESIDENTS RETURN THIS PAGE