


Scholar's Edge®


Agent Authorization/Power of Attorney

- Complete this form to designate an individual, corporation, or other entity as your Agent with **limited or complete authority** to act on your Scholar's Edge account(s).
- You may only designate **one level of authorization** in **Section 3** for the Account(s) listed on this form. That level may be limited or it might give complete power to the authorized agent.
- This **Agent Authorization/Power of Attorney Form** must be signed by the Account Owner and notarized in **Section 4**.
- This **Agent Authorization/Power of Attorney Form** must also be signed by the Agent in **Section 2**.
- If there is anything about this form that you do not understand, you should seek legal advice.
- 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.

Forms can be downloaded from our website at **scholaredge529.com**, or you can call us to order any form—or request assistance in completing this form—at **1.866.529.SAVE (1.866.529.7283)**, Monday through Friday 8:00 a.m. to 7:00 p.m. MT. Capitalized terms used in this form and not defined have the meanings provided in the Scholar's Edge Plan Description and Participation Agreement.

 **1.866.529.SAVE (1.866.529.7283)**
Monday through Friday
8:00 a.m. to 7:00 p.m. MT

 **scholaredge529.com**

 **617-559-8951**

Regular mailing address:

Scholar's Edge
PO Box 219798
Kansas City, MO 64121-9798

Overnight mailing address:

Scholar's Edge
1001 E 101st Terrace, Suite 200
Kansas City, MO 64131

IMPORTANT

THIS IS AN IMPORTANT DOCUMENT. THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM POWER OF ATTORNEY ACT, NEW MEXICO STATUTES, NMSA 1978, CHAPTER 45-5B-101 ET SEQ. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO CONFER UPON AND GRANT TO THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO TRANSACT BUSINESS WITH SCHOLAR'S EDGE, WHICH MAY INCLUDE POWERS TO MAKE INVESTMENT DECISIONS, CONTRIBUTIONS, WITHDRAWALS, AND TAKE OTHER ACTION IN CONNECTION WITH SCHOLAR'S EDGE WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS CONCERNING YOUR ACCOUNT(S) IN SCHOLAR'S EDGE TO THE EXTENT SPECIFIED ON THIS DOCUMENT. **YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR ACCOUNTS(S) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF. ACTIONS TAKEN BY YOUR AGENT WILL BIND YOU AND YOUR SUCCESSORS.**

YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY YOUR AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR YOUR AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU. YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE.

UNTIL YOU REVOKE THIS POWER OF ATTORNEY OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. IF YOU WISH TO REVOKE THIS POWER OF ATTORNEY YOU MUST NOTIFY THE AGENT IN WRITING WITH A COPY TO SCHOLAR'S EDGE AT THE ADDRESS SET FORTH ABOVE.

THIS POWER OF ATTORNEY IS INTENDED TO COMPLY WITH NEW MEXICO STATUTES, NMSA 1978, CHAPTER 45-5B-301 ET SEQ. IN THE EVENT OF A CONFLICT BETWEEN THIS POWER OF ATTORNEY AND NMSA 1978, CHAPTER 45-5B-301 ET SEQ., NMSA 1978, CHAPTER 45-5B-301 ET SEQ. SHALL CONTROL. YOU MAY HAVE OTHER RIGHTS OR POWERS UNDER APPLICABLE STATE LAW NOT SPECIFIED IN THIS FORM.

IF YOU HAVE QUESTIONS ABOUT THIS POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING



3 Authorization Level

I, the Account Owner listed in **Section 1**, appoint the Agent listed in **Section 2**, as my Agent (*please initial the appropriate level of access that applies to the Account(s) listed in Section 1*).

Note: If you have more than one Account and you wish to designate different levels of access for your different Account(s), complete a separate form for each Account.

Initial

Level 1—Account Inquiry Access. To obtain information about my Account(s), and receive duplicate Account statements from Scholar's Edge.*

Initial

Level 2—Account Inquiry Access, Contributions, and Exchanges. To obtain information about my Account(s), and receive duplicate Account statements from Scholar's Edge. To contribute money to the above-referenced Account(s) and to move money among Investment Options within each of the above-referenced Account(s).*

Initial

Level 3—Account Inquiry Access, Contributions, Exchanges, and Disbursements. To obtain information about my Account(s) and receive duplicate Account statements from Scholar's Edge. To contribute money to the above-referenced Account(s) and to move money among Investment Options within each of the above-referenced Account(s). To make qualified withdrawals, now or in the future, from the above-referenced Account(s).*

* The authority in Level 1, 2, or 3 Access is limited to the level of authority specified above. My Agent shall have no authority to take any other action, including, but not limited to:

- Changing the address of record on my Account(s),
- Adding, deleting, or changing any banking information with respect to my Account(s),
- Changing the Beneficiary,
- Signing or e-signing an **Enrollment Form** or otherwise opening a new Account on my behalf, or
- Transferring assets to a new Account(s).

To grant full authorization to a Power of Attorney

Initial

Level 4—Complete Power of Attorney. I, the Account Owner listed in **Section 1**, appoint the Agent listed in **Section 2**, as my Agent to act for me in any lawful way that I may act with respect to the Scholar's Edge account(s) identified in **Section 1**. This allows the Agent (but is not limited):

- To contribute and withdraw money from any Account(s) listed in **Section 1** in accordance with procedures established by Scholar's Edge.
- To contribute money owned wholly or partly by me to the above-referenced Account(s) and move money among Investment Options within each of the above-referenced Account(s).
- To withdraw, now or in the future, money from the above-referenced Account(s); and otherwise manage and enter into all other lawful transactions with respect to the above-referenced Account(s).
- To change the Beneficiary of any Account(s) listed in **Section 1**.
- To receive duplicate statements from Scholar's Edge.

4 Signature, Indemnification, and Notarization — YOU MUST SIGN BELOW

UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED OR TERMINATED AS SPECIFIED BELOW. THIS POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT. THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU AT ANY TIME. ABSENT REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY, IS EFFECTIVE WHEN THIS POWER OF ATTORNEY IS SIGNED AND RECEIVED IN GOOD ORDER BY SCHOLAR'S EDGE AND CONTINUES IN EFFECT UNTIL YOUR DEATH.

I agree that any third party who receives a copy of this document may act under it with respect to the Scholar's Edge account(s) identified in **Section 1**. Revocation or termination of this Power of Attorney due to my death, court determination or any other reason is not effective as to a third party, including Scholar's Edge and its service providers, until the third party receives written notice of the revocation or termination and the third party has had a reasonable amount of time to act on such notice. I, for myself and for my heirs, executors, legal representatives and assigns, agree to indemnify and hold harmless the State of New Mexico, The Education Trust Board of New Mexico, the Education Plan

