

# The Education Plan®

## Entity Enrollment Form



### IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

We are required by federal law to obtain certain personal information from each person who opens an account in The Education Plan ("Account")—including name, permanent U.S. street address, and date of birth, among other information—that will be used to verify their identity. If we do not receive all the required information, there could be a delay in opening your Account. If we are unable to verify your identity, we reserve the right to close your Account or take other steps we deem reasonable.

- You must provide all information except where indicated as optional.
- 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 mailing address listed. Do not staple.
- Before you invest, consider whether your or the beneficiary's home state offers any state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that are only available for investments in that state's qualified tuition program.

Forms can be downloaded from our website at [theeducationplan.com](http://theeducationplan.com), or you can call us to order any form—or request assistance in completing this form—at **1.877.337.5268**, Monday through Friday from 8 a.m. to 7 p.m. MT.

 **1.877.337.5268**  
Monday to Friday 8 a.m. to 7 p.m. MT

 **theeducationplan.com**

 **617.559.8953**

Regular mailing address:

**The Education Plan**  
**PO Box 219331**  
**Kansas City, MO 64121-9331**

Overnight mailing address:

**The Education Plan**  
**920 Main Street, Suite 900**  
**Kansas City, MO 64105-2017**

### 1. Account Type

- Trust Account.** I am opening this Account as a trust. *(You must enclose supporting documents substantiating the status of the trust Account, and the authorization of the establishment of the authorized signer. We may also request additional information from you.)*
- Business Entity.** I am opening this Account as a corporation or association. *(You must enclose supporting documents substantiating the status of the entity Account Owner and the authorization of the Account and the authority of the person signing the **Enrollment Form**. We may also request additional information from you.)*
- Scholarship/Non-Profit/Government Entity.** I am opening this Account on behalf of a scholarship program, non-profit organization or a state or local government *(or agency or instrumentality thereof)* or (ii) an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from taxation under section 501(a) as part of a scholarship program operated by such government or organization. *(You must include documentary evidence. Please enclose supporting documents substantiating the status of the entity Account Owner and the authorization of the Account and the authority of the person signing the **Enrollment Form**. We may also request additional information from you.)*



**2. A. Trust/Entity Account Owner Information** *(The Account Owner is the entity who owns the account.)*

Business Entity/Trust/Government Entity name

—  —   
Social Security or Taxpayer Identification Number **(Required)**

—  —   
Trust Date (mm/dd/yyyy) **(Required)**

—  —   
Primary Telephone Number

—  —   
Secondary Telephone Number

Email Address

U.S. Permanent Street Address (P.O. boxes are **not** acceptable.) **(Required)**

City

—   
State Zip Code

Account Mailing Address if different from above (This address will be used as the Account's address of record for all account mailings.)

City

—   
State Zip Code

**B. Authorized Representatives**

Name of Trustee 1/Authorized Signer Name (first, middle initial, last)

—  —   
Social Security Number or Taxpayer Identification Number **(Required)**

—  —   
Primary Telephone Number

Name of Trustee 2/Authorized Signer Name (first, middle initial, last)

—  —   
Social Security Number or Taxpayer Identification Number **(Required)**

—  —   
Primary Telephone Number

**3. Beneficiary Information** *(The Beneficiary is the person for whom the funds are intended.)*

Legal Name (First name) **(Required)** (m.i.)

Legal Name (Last name) **(Required)**

—  —   
Social Security or Taxpayer Identification Number **(Required)**

—  —   
Birth Date (mm/dd/yyyy) **(Required)**

Citizenship (If other than U.S. citizen, please indicate country of citizenship.)

Check if Beneficiary's address is the same as Account Owner's, otherwise complete the following:

Mailing Address

City

—   
State Zip Code

4. A. Registered Investment Advisor (RIA) Information

Only complete the information below if you want to add an RIA to your account or replace the existing RIA on your account.

Grid of 28 empty boxes for Name of RIA

Name of RIA (first, middle initial, last)

Grid of 28 empty boxes for Firm Name

Firm Name (if applicable)

Empty box for IARD Number

IARD Number

Grid of 28 empty boxes for Mailing Address

Mailing Address

Grid of 14 empty boxes for City

City

Grid of 2 empty boxes for State

State

Grid of 5 empty boxes for Zip Code

Zip Code

Grid of 12 empty boxes for Telephone Number

Telephone Number

B. Authorization Level

I, the Account Owner listed in Section 2, appoint the RIA and their firm listed in Section 4 to act on my behalf as indicated below (please initial the appropriate level of access).

Initial box for Level 1

Level 1 — Account Inquiry Access. Authorized to obtain information about my Account(s); change my address of record and receive duplicate Account statements.\*

Initial box for Level 2

Level 2 — Account Inquiry Access, Contributions, and Exchanges. Authorized to obtain information about my Account(s); change my address of record; receive duplicate Account statements; add or update my bank information; make a contribution and change Investment Options for each of the above-referenced Account(s).\*

Initial box for Level 3

Level 3 — Account Inquiry Access, Contributions, Exchanges, and Withdrawals. Authorized to obtain information about my Account(s); change my address of record; receive duplicate Account statements; add or update my bank information; make a contribution; change Investment Options and withdraw from the above-referenced Account(s).\*

\* The authority granted herein is limited to the level of authority specified above. The RIA and their firm above shall have no authority to take any other action, including, but not limited to:

- Establishing or re-establishing convenience services such as telephone and online capabilities on my account(s),
Changing the Designated Beneficiary,
Signing an Enrollment Form or otherwise opening a new registration on my behalf, or
Transferring assets to a new registration.

I ACKNOWLEDGE AND ACCEPT MY AUTHORITY TO ACCESS AND PERFORM TRANSACTIONS ON THE EDUCATION PLAN ACCOUNT(S) ON BEHALF OF THE ACCOUNT OWNER LISTED IN SECTION 2 OF THIS FORM IN ACCORDANCE WITH THE AUTHORIZATION LEVEL SELECTED ABOVE.

Signature line with the word SIGNATURE in light blue

Signature of RIA

Grid of 10 empty boxes for Date

Date (mm/dd/yyyy)

## 5. Trusted Contact Person Information *(Optional)*

- By completing this section, you designate the person identified below as your Trusted Contact Person for all of your beneficiaries, and authorize The Education Plan, its service providers, and their present and future direct and indirect subsidiaries, affiliates, successors and assigns to contact your Trusted Contact Person and disclose information about your Plan Account:
  - to address possible financial exploitation;
  - to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or
  - as otherwise permitted by Financial Industry Regulatory Authority Rule (FINRA) 2165.
- This section does not create or give your Trusted Contact Person power of attorney. Your Trusted Contact Person will not be able to access your Account, make changes to your Account, or transfer assets to or from your Account.
- Completion of this section is optional and you may withdraw it at any time by notifying the Plan by phone, online or by completing a **Profile Change Form**. A Trusted Contact Person must be at least eighteen (18) years of age.

Name of Trusted Contact Person (*first, middle initial, last*)

Trusted Contact Person's Primary Telephone Number

Trusted Contact Person's Email Address

Trusted Contact Person's Mailing Address

City

State

Zip Code

### **Relationship to Account Owner.**

Advisor

Attorney

Spouse

Family Member

Friend

Other

## 6. Investment Option Selection *(Required)*

- Before choosing your Investment Option(s), please read the Plan Description and Participation Agreement available at **theeducationplan.com** for complete information about the Investment Options.
- Please select one or more Investment Options from the choices below. If you choose one Investment Option, please indicate 100% next to that option. If you choose more than one Investment Option, please indicate the percentage amount of the contribution you would like invested into each of the selected Investment Options.
- Use whole percentages only.
- **Default Option** – If you do not select a Portfolio, the Board has determined that Contributions will be invested in the Year of Enrollment Portfolio that corresponds to the year your Beneficiary will turn 18 years old.
- Your total Investment Option percentages must equal **100%**.

### Year of Enrollment Option:

The asset allocation of money invested in the Year of Enrollment Option is automatically adjusted over time to become more conservative as the Beneficiary approaches the enrollment year.

|                      |                          |                          |                          |   |
|----------------------|--------------------------|--------------------------|--------------------------|---|
| 2040-2041 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2038-2039 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2036-2037 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2034-2035 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2032-2033 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2030-2031 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2028-2029 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2026-2027 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2024-2025 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 2022-2023 Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| Enrollment Portfolio | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |

### Passively Managed Allocation Portfolios:

The assets will remain in your selected option(s) until you update your Investment Option.

|                             |                          |                          |                          |   |
|-----------------------------|--------------------------|--------------------------|--------------------------|---|
| 100% Equity Index Portfolio | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 75% Equity Index Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 50% Equity Index Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 25% Equity Index Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |

### Actively Managed Allocation Portfolios:

The assets will remain in your selected option(s) until you update your Investment Option.

|                              |                          |                          |                          |   |
|------------------------------|--------------------------|--------------------------|--------------------------|---|
| 100% Active Equity Portfolio | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 75% Active Equity Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 50% Active Equity Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| 25% Active Equity Portfolio  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |

### Individual Portfolios:

The assets will remain in your selected option(s) until you update your Investment Option.

|                                     |                          |                          |                          |   |
|-------------------------------------|--------------------------|--------------------------|--------------------------|---|
| US Equity Index Portfolio           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| Social Choice Portfolio             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| Bond Index Portfolio                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| Short-Term Treasury Index Portfolio | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |
| Capital Preservation Portfolio      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | % |

Total    %

7. Contribution Method

- Your initial contribution can come from several sources combined but you must check at least one source. If you combine sources, check the appropriate box for each source and write in the contribution amount for each.
- Contributions by any source will not be available for withdrawal for 5 Business Days.

Source of funds (Check all that apply.)

A.  Personal check.

Important: All checks must be payable to The Education Plan.

\$ , .   
Amount

B.  Rollover from another 529 plan or Coverdell Education Savings Account to The Education Plan. Complete and include an Incoming Rollover Form, available online at theeducationplan.com or by calling 1.877.337.5268. By law, rollovers between 529 plans for the same Beneficiary are permitted only once every 12 months. Please see the Plan Description and Participation Agreement for more information.

\$ , .   
Amount

C.  Transfer from an existing The Education Plan Account. Complete this section if you are transferring assets from an existing account. You will also need to complete a Transfer Form.

-   
Account Number

D.  Indirect Rollover. A check is included from another 529 plan, Coverdell Education Savings Account, or Qualified U.S. Savings Bond that was redeemed within the last 60 days. You must provide an account statement from your former account or IRS form 1099-INT or 1099-Q showing the contribution and earnings portion of the redemption. If these forms are not provided, the entire amount will be treated as earnings. By law, rollovers between 529 plans for the same Beneficiary are permitted only once every 12 months.

\$ , .       \$ , .       \$ , .   
Amount of Rollover                      Principal (Basis)                      Earnings

E.  Payroll Direct Deposit. If you want to make contributions to your Account in The Education Plan directly as a Payroll Direct Deposit, you must contact your employer's payroll office to verify that you can participate. Payroll Direct Deposit contributions will not be made to your Account in The Education Plan until you have received a Payroll Direct Deposit Confirmation Form from The Education Plan, provided your signature and Social Security or taxpayer identification number on the form, and submitted the form to your employer's payroll office. The amount you indicate below will be in addition to Payroll Direct Deposits that you may have previously established for other Accounts in The Education Plan.

Amount of Payroll Direct Deposit each pay period      \$ , .

F.  Recurring Contributions. You can have a set amount automatically transferred from your bank, savings and loan, or credit union account monthly or quarterly. Money will be transferred electronically based on the frequency you select into your Account in The Education Plan. You may change the investment amount and frequency at any time by logging onto your Account at theeducationplan.com or by calling 1.877.337.5268. To add Recurring Contributions instructions or multiple bank accounts, attach a separate sheet with the information requested in Sections 7F and 8 for each additional Recurring Contributions instruction or bank account.

Important: To set up this option, you must provide bank information in Section 8.

Amount of Debit:  \$25     \$50     \$100     \$150     \$250     Other    \$ , .   
Amount

Frequency (Select one.):     Monthly     Quarterly (Every three months.)

Start Date:\*     -  -   
Date (mm/dd/yyyy)

\*The Education Plan must receive instructions at least 5 Business Days prior to the next scheduled Recurring Contribution; otherwise, debits from your bank account will begin the following month on the day specified. Please review your quarterly statements for details of these transactions. If the date is not specified, this option will begin the month following the receipt of this request, on the 20th day of the month.



### 9. Dollar-Cost Averaging (Optional)

- The minimum amount to participate in Dollar-Cost Averaging is **\$1,000**. By selecting this feature, you authorize The Education Plan to exchange money automatically from one Portfolio to another on a monthly basis. The minimum exchange amount is \$25.00 per Portfolio.

**Note:** If the instructions are established at the time the new Account is opened or instituted for new contributions to an existing Account, it will not count as an Investment Exchange. However, if you make any changes to your Dollar-Cost Averaging instructions, that will count as an Investment Exchange. The allocations will be made on the day of the month you specify below, or if no day is specified, on the 15th of the month. If such day is not a business day, the allocation will occur on the next succeeding business day and will continue until the instructions below have been completed. Stopping or changing the automatic allocation instructions with respect to prior contributions still remaining in the initial Portfolio will constitute a reallocation for purposes of Investment Exchange limitations. See the Plan Description and Participation Agreement.

Start Date\*:

  -   -      
 Date (mm/dd/yyyy)

Frequency (Check one.):

 **Monthly**     **Quarterly** (Every three months)     **Semi-Annually**     **Annually**

Day of Allocation Exchange:

   
 (dd)

Stop Type:  
(Check one)

 Complete Portfolio Balance

 Specify Total Exchange Amount  
 (If less than complete Portfolio balance)

 \$    ,    .    
 (\$1,000.00 minimum)

 Stop Date

  -   -      
 Date (mm/dd/yyyy)

I authorize the The Education Plan to exchange from the following Investment Option (Selected in Section 6).

From Investment Option (\$1,000 minimum initial Portfolio investment)

 \$    ,    .    
 Amount\* (\$25.00 minimum per month)

To the following Investment Options

To Investment Option

 \$    ,    .    
 Amount\* (\$25.00 minimum per Portfolio)

To Investment Option

 \$    ,    .    
 Amount\* (\$25.00 minimum per Portfolio)

To Investment Option

 \$    ,    .    
 Amount\* (\$25.00 minimum per Portfolio)

\* Amount per Portfolio per frequency selected above. Please specify only dollar amounts, not percentages.



## 10. Signature and Certification— YOU MUST SIGN BELOW

By signing below, I apply to open an account in The Education Plan and I hereby certify that:

- I have received and read this form and agree to the terms and conditions of the Plan Description and Participation Agreement which governs all aspects of this Account and is incorporated herein by reference. I will retain a copy of each for my records. Capitalized terms used in this **Enrollment Form** and not defined have the meanings provided in the Plan Description and Participation Agreement.
- I hereby represent that all of the information I have provided on this **Enrollment Form** is accurate and complete, and I understand and acknowledge that I am bound by the terms, rights and responsibilities stated in the Plan Description and Participation Agreement, this **Enrollment Form**, and by any and all statutory, administrative and operating procedures that govern The Education Plan. Except as set forth below, I understand that the Plan Description and Participation Agreement, and **Enrollment Form** and any subsequent forms signed by me constitute the entire agreement between me and The Education Trust Board of New Mexico (the "Board") and the New Mexico Education Plan Trust for which the Board acts as trustee. No person is authorized to make an oral modification to this agreement.
- I understand that my investments are not insured or guaranteed by the FDIC or any other governmental agency, and are not deposits or other obligations of any depository institution. My investments are not guaranteed or insured by The Education Plan or the Plan Officials, and my investments are subject to investment risks, including the loss of the principal amount invested.
- I understand that participation in The Education Plan does not guarantee that contributions and the investment return on contributions, if any, will be adequate to cover tuition and other Qualified Expenses or that a Beneficiary will be admitted to or permitted to continue to attend a private or religious elementary or secondary school or an Eligible Educational Institution.
- I intend to use my Account to pay the Qualified Expenses of the Beneficiary.
- If this new Account is being opened because a former Account Owner is deceased and I had been designated the Successor Account Owner on that Account, by signing below I certify that I am not aware of any adverse claim of ownership or court order relating to the ownership of this Account and I agree to hold harmless the Plan Officials from any third party claims relating to the transfer of ownership to me.
- If I am rolling over assets from another 529 plan, by signing below I certify that there has not been a rollover for this Beneficiary during the prior 12-month period. I further understand that moving assets among the same Account Owner and Beneficiary Account that is in any 529 plan issued by the State of New Mexico will count towards my permitted twice per calendar year investment change limit.
- If I have chosen the recurring contributions or EFT option, I authorize the Program Manager and its designees, upon telephone or online request, to pay amounts representing redemptions made by me or to secure payment of amounts invested by me, by initiating credit or debit entries to my Account at the bank named in **Section 8**. I authorize the bank to accept any such credits or debits to my Account without responsibility as to their correctness. I acknowledge that the origination of ACH transactions involving my bank account must comply with applicable U.S. law. I further agree that Plan Officials will not incur any loss, liability, cost, or expense for acting upon my telephone or online request. I understand that this authorization may be terminated by me at any time by notifying The Education Plan and the bank by telephone or in writing, and that the termination request will be effective as soon as The Education Plan and the bank have had a reasonable amount of time to act upon it. I certify that I have authority to transact on the bank account identified by me in **Section 8**.
- To the best of my knowledge, each contribution to my Account, when added to the value of all other Accounts established for the same Beneficiary in 529 plans issued by the State of New Mexico will not cause the aggregate balances in such accounts to exceed the Maximum Account Balance (as described in the Plan Description and Participation Agreement) then in effect or the cost in current dollars of Qualified Expenses that I reasonably anticipate the Beneficiary will incur.
- If the Account is owned by an entity or trust, I certify that I am authorized to act on its behalf in making this request and that I am authorized to open an Account for the Beneficiary named in **Section 3**. I agree to promptly inform The Education Plan in the event that any of the foregoing certifications becomes untrue. I understand and acknowledge that The Education Plan has the right to terminate the entity's participation in The Education Plan if it has reasonable grounds to believe that any of the foregoing certifications are untrue.
- I understand that certain withdrawal types, Beneficiary changes and Account types may be subject to taxation, penalties or restrictions. Additionally, 529 plans offered by other states may offer tax or other benefits to taxpayers or residents of those states that are not available with regard to The Education Plan. I acknowledge that it is my responsibility to obtain legal, financial or tax advice specific to my situation and circumstances.
- I agree that a photocopy, electronically-scanned image or facsimile of the enrollment application and signatures therein shall be deemed an original.
- I acknowledge that this agreement, the **Enrollment Form**, and the Plan Description and Participation Agreement are governed by, and construed in accordance with, the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law rules. Furthermore, if any part or parts of this agreement shall be held to be void or unenforceable, such parts or parts shall be treated as severable, leaving valid the remainder of this agreement.

- I understand that the Board may make changes to the Program, including the **Enrollment Form** and the Plan Description and Participation Agreement, at any time without my consent, and I agree to be subject to such amendments.
- I acknowledge that, under New Mexico law, The Education Plan, The Education Trust Board of New Mexico or any of their Board members, officers, employees or associated individuals will not indemnify an Account Owner, Beneficiary or contributor against any damages, losses or other claims arising from their official or unofficial acts, whether negligent or otherwise.
- I agree to indemnify and hold harmless the Plan Officials or successors of the foregoing from and against any and all loss, damage, liability or expense, including reasonable attorney's fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me or any of my agents herein or otherwise with respect to this agreement and any breach by me or any of my agents of any of the agreements, representations or warranties contained in the Participation Agreement. All of my agreements, representations, and warranties made herein shall survive the termination of the Participation Agreement.
- **I agree to the terms of the pre-dispute arbitration clause as described in the Plan Description and Participation Agreement.**

SIGNATURE

Signature of Account Owner

□□ — □□ — □□□□

Date (mm/dd/yyyy)

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