



Enrollment and Participation Agreement

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT. We are required by federal law to obtain certain personal identification, such as name, address and date of birth, from each person who opens an Account in order to verify the person's identity. You must provide all information required to establish your identity before we can open your Account.

- To complete this form, please print clearly, preferably in capital letters and black ink. Or, you may complete the form online at **NC529.org**.
- You may make your initial Contribution by check, money order, transfer, Rollover, automatic investment plan or payroll deduction (if your employer offers). Your Contribution must be at least \$25.
- To return this form for processing, mail to: **North Carolina's National College Savings Program, P.O. Box 55377, Boston, MA 02205-5377.**
- For overnight delivery or registered mail, send to: **North Carolina's National College Savings Program, 95 Wells Avenue, Suite 160, Newton, MA 02459.**
- To send by fax: 617-559-2448

To order any form or ask questions about the Program, please call us toll-free at **800-600-3453**, Monday – Thursday, 8 a.m. – 8 p.m. and Friday, 8 a.m. – 5 p.m. ET. Forms and information are also available online at **NC529.org**.

1. Account Type

- Select one of the Account types below. If you would like to establish an Account type that is not listed below, please contact us at **800-600-3453**. If you do not select an Account type, we will open an individual Account for you.

Individual Account.

UGMA/UTMA Account. I am opening this Account with assets liquidated from an UGMA/UTMA custodial account. *I understand that this may be a taxable event.*

Indicate the state (please abbreviate) in which the UGMA/UTMA custodial account was opened.

Trust Account. I am opening this Account as a trust. *(You must include copies of the first and last pages of the trust—sometimes called the "execution pages"—containing the name of the trust, the date of the trust, and the signatures of the trustees.)*

Other Account types with which we may assist you by phone include: Scholarship or Entity Account for a business entity, state or local government agency or 501(c)(3).

2. Participant Information *(The person owns and controls the Account.)*

Name of Participant, Custodian, or Trust

Social Security or Taxpayer Identification Number

Birth Date or Trust Date *(month, day, year)*

Daytime Telephone Number

Evening Telephone Number

E-Mail Address



* NC ENROLL *

Physical Address or APO/FPO (a P.O. Box is **not** acceptable)

Physical Address or APO/FPO

City

State

Zip or Postal Code

Country (if not U.S.)

Account Mailing Address if Different From Above (This address will be used as the Account's address of record and for all Account mailings)

Account Mailing Address if Different From Above

City

State

Zip or Postal Code

Country (if not U.S.)

3. Designated Beneficiary Information (The Beneficiary is the future student.)

- You may designate only one Beneficiary per Account.
- If your Beneficiary does not have a Social Security or Taxpayer Identification Number at this time, you will need to provide it to the Program Administrator as soon as one is available.

Name of Beneficiary (first, middle initial, last)

Social Security or Taxpayer Identification Number

Birth Date (month, day, year)

4. Successor Participant Information (optional)

- The Successor Participant will take control of your Account in the event of your death or incapacity.
- You may revoke or change the Successor Participant at any time. Refer to the *Program Description* for more information.
- Only one Successor Participant is allowed per Account and he or she must be at least 18 years old.

Name (first, middle initial, last)

Birth Date (month, day, year)

5. Interested Party Information *(optional)*

- Complete this section if you want to have an additional person (interested party) receive quarterly Account statements. This person is not authorized to access or make any changes to your Account. You may have up to 3 interested parties per account.

Name *(first, middle initial, last)*

Mailing Address

City

State

Zip

Telephone Number

Name *(first, middle initial, last)*

Mailing Address

City

State

Zip

Telephone Number

Name *(first, middle initial, last)*

Mailing Address

City

State

Zip

Telephone Number

6. Investment Options

- You can invest your Contributions in one or more of the Investment Options below. Refer to the Program Description for more information on each Investment Option.
- Use whole numbers only, no fractions
- Your investment must total 100%

Note: Initial Contribution percentages are required for your first Contribution. Unless you enter future Contribution percentages that are different, future Contributions will follow the instructions provided for your initial Contribution. Designations of future Contributions may be changed at any time.

Investment Options	Initial Contributions Percentages	Future Contributions Percentages (If different than Initial Contributions)
MetLife Protected Stock Fund*	%	%
NCM Capital Aggressive Stock Fund	%	%
NC Treasurer Dependable Income Fund	%	%
Seligman CollegeHorizonFunds	%	%
(Select by years to Enrollment. Program places into Portfolio automatically and migrates as Beneficiary moves closer to college enrollment.)		
Years to Enrollment (18-1 or college freshman/sophomore)		
Vanguard Age-Based Options (Select by risk tolerance. Program places into age range automatically and migrates based on Beneficiary age.)		
Vanguard Age-Based Option: Conservative	%	%
Vanguard Age-Based Option: Moderate	%	%
Vanguard Age-Based Option: Aggressive	%	%
Vanguard Individual Options		
Vanguard Aggressive Growth Portfolio	%	%
Vanguard Conservative Growth Portfolio	%	%
Vanguard Conservative Income Portfolio	%	%
Vanguard Growth Portfolio	%	%
Vanguard Moderate Growth Portfolio	%	%
Vanguard Income Portfolio	%	%
Vanguard Money Market Portfolio	%	%
Wachovia/Evergreen Balanced Fund	%	%
TOTAL	1 0 0 %	1 0 0 %

* Each Contribution to the Protected Stock Fund will be credited to the Subscription Period open at the time the Contribution is processed. The Contribution received for a Subscription Period will mature five years from the lock-in date of the Index Period. See Program Description for details.

7. Initial Contribution

- The minimum Contribution is \$25.
- If your Contribution combines funds from more than one source, mark each applicable source below. You must indicate the amount from each source.

Source of Funds (Check all that apply)

A. **Personal Check or Money Order.** (Make payable to National College Savings Program or NCSP)

\$ _____
Amount

B. **Rollover from Another 529 Plan.** Rollovers between 529 plans for the same Beneficiary are limited to once every 12 months. This contribution to a new account must be made within 60 days of distribution from the former account.

- If the rollover will be coming directly from the other qualified tuition plan, complete and attach an *Incoming Rollover Form*, which is available online at **NC529.org** or by calling **800-600-3453**.

\$ _____
Amount (estimated)

C. **Transfer of Proceeds from a Coverdell Educational Saving Account (ESA) or Qualified U.S. Savings Bond.**

- Transfer from a Coverdell ESA: Enclose documentation from the distributing financial institution detailing a breakdown of contribution and earnings.
- Transfer from a Qualified U.S. Savings Bond: Attach a statement or IRS Form 1099-INT issued by the distributing financial institution that shows the interest paid as of redemption date.

Important for either a Rollover or Transfer: If you or the distributing institution do not provide documentation for the contribution and earnings for a rollover or transfer, the entire amount will be considered taxable earnings.

\$ _____
Contributions

\$ _____
Earnings

D. **Electronic Bank Transfer (EBT).** You can make a Contribution by transferring money from your bank account. To set up this service, you must provide banking information in **Section 9**. We will keep your banking instructions on file for future EBT contributions.

\$ _____
Amount

E. **Payroll Deduction.** To contribute to your Account by payroll deduction, please confirm with your employer that a payroll deduction option is available or that your company will support. You will receive a Payroll Deduction confirmation when your deduction is scheduled to begin. If you previously established payroll deduction for other Accounts, your deduction will be increased by the amount below.

Employer Name _____

Employer Code (if known) _____

\$ _____
Amount of deduction each pay period (\$25 minimum)

II. Agreements, Representations, and Warranties of the Participant

IMPORTANT: BY COMPLETING THIS FORM, YOU ARE ENTERING INTO A CONTRACT TO ESTABLISH AN ACCOUNT IN NORTH CAROLINA'S NATIONAL COLLEGE SAVINGS PROGRAM. CERTAIN IMPORTANT LEGAL RIGHTS AND RESPONSIBILITIES ARE DESCRIBED BELOW AND IN THE PROGRAM DESCRIPTION. PLEASE READ CAREFULLY. CALL 800-600-3453 IF YOU HAVE ANY QUESTIONS.

1. Agreements, Representations, and Warranties of the Participant

A. DEFINED TERMS. Capitalized terms appearing but not defined in this Enrollment Agreement have the meanings assigned to them in the Program Description.

B. CERTAIN AGREEMENTS, REPRESENTATIONS AND WARRANTIES.

I hereby represent and warrant to the Program Administrator and agree as follows:

1. Program Description. I have received, read and understand the Program Description for North Carolina's National College Savings Program as currently in effect, and as may be amended from time to time (the "Program Description"). In making a decision to open an Account and enter into this Enrollment Agreement, I have not relied on any representations or other information, whether oral or written, other than as set forth in the Program Description and this Enrollment Agreement. I agree to be bound by the terms and conditions set forth in the Program Description.

2. Full Authority and Legal Capacity. I have full authority and legal capacity to purchase investment units and to open an Account in North Carolina's National College Savings Program.

3. Limit on Contributions. I certify that I intend that this Account fund the Qualified Higher Education Expenses of the Beneficiary of the Account, that each Contribution to the Account will be for that purpose, and that I will not make any Contribution to the account if, to the best of my knowledge, the total value of the Account combined with the total value of all other accounts established for the Beneficiary in other qualified tuition programs under Section 529 of the Internal Revenue Code exceeds the amount necessary to provide for the Qualified Higher Education Expenses of the Beneficiary.

4. Risks. I recognize that the investment of my Account involves risks, including the risk of loss of my investment, as described in the Program Description. I understand that the returns on Contributions are not guaranteed by the State of North Carolina, the Authority, the Program Administrator, the Program Record Keeper, or any other governmental authority, or by any current or successor investment manager or Metropolitan Life Insurance Company ("MetLife") or any of their affiliates, directors, officers or employees; except to the extent MetLife has made certain guarantees to College Foundation, Inc. under its funding agreement. I further recognize that none of those preceding parties named has any debt or obligation, to any Participant, Beneficiary or any other person, to insure the payout of all or any portion of any amount contributed to my Account, or that there will be any return, or any return at any particular level, on my Account; except to the extent that MetLife has made guarantees to College Foundation, Inc., as agent for the Authority, under its funding agreement. I understand that MetLife's guarantees are not made to me individually.

5. Automatic Bank Draft. If I have elected to make Contributions by automatic bank draft, I authorize the Program Record Keeper to initiate debit entries against my bank account, as indicated in this Enrollment Agreement. This authorization will remain in effect until I notify the Program Record Keeper in writing of its termination and until the Program Record Keeper has reasonable time to act on that termination. If I have elected to make Contributions by automatic bank draft, I agree to maintain the balance in my bank account, as indicated in this Enrollment Agreement, at a level sufficient to satisfy each debit transaction.

6. Payroll Deduction. If enrolling through a payroll deduction plan, I understand that the payroll deduction plan is being made available to me by my employer, and that my employer is responsible for collecting and forwarding my Contributions to the Program Administrator. I further understand and agree that if my employer is using the services of a financial advisor to offer the payroll deduction plan, the financial advisor may receive copies of periodic financial statements and other reports and have access to my Account. This financial advisor, however, will not have the authority to make any Account changes. I understand and agree that none of the Authority, the Program Administrator, the Program Record Keeper, each investment manager or any successor investment manager or MetLife, or any third party payroll service provider of my employer, or any of their affiliates, directors, officers, employees, or agents (collectively the "Program Parties") is liable for any act, omission or error by the Program Parties in connection with my Account, except to the extent of any liability imposed by federal law or other applicable law that cannot be waived.

7. Selection of Electronic Money Transfer. If I have chosen an electronic money-transfer option, I authorize the Program and its service providers, acting upon my instructions, 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 by me. I authorize the bank to accept any such credits or debits to my account without responsibility for their correctness. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree that neither the Program Administrator nor the Program Record Keeper will 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 upon written notification to the Program Record Keeper and the bank. The termination request will be effective as soon as the Program Record Keeper has had a reasonable amount of time to act upon it. I certify that I have the authority to transact on the bank account identified by me, and I confirm that the registrations on such bank accounts and my National College Savings Program Account(s) meet the requirements set forth above.

8. Transfers and Rollovers.

a. Transfers from an Existing UGMA/UTMA Custodial Account.

If I am funding my Account through a transfer of assets from an existing Uniform Gifts to Minors Act/Uniform Transfers to Minors Act (UGMA/UTMA) custodial account, I recognize that there may be certain adverse tax consequences. I understand that I will not be able to change the Beneficiary of the Account or authorize any Withdrawals from the Account unless the Withdrawal is for a use permitted under the law governing the UGMA/UTMA custodial account and any relevant terms and conditions for the UGMA/UTMA custodial account. I further understand that any additional Contributions made to the UGMA/UTMA Account established by this Enrollment Agreement will be subject to the terms and conditions of the UGMA/UTMA custodial account and the state law that governs the UGMA/UTMA custodial account.

b. Rollovers and Other Transfers.

Unless I specify a rollover or transfer with this Agreement, I certify that no part of any Contribution that I make to an Account established pursuant to this Enrollment Agreement consists of proceeds derived from a Rollover of amounts from another qualified tuition program or transfer of proceeds from a Coverdell Education Savings Account or a qualified U.S. Savings Bond (Series EE or Series I, issued after 1989). I further certify that if any part of a future Contribution consists of such amounts or proceeds, I will so inform the Program Record Keeper and agree to provide documentation as requested by the Program Record Keeper regarding the earnings associated with the other qualified tuition program, Coverdell Education Savings Account or qualified U.S. Savings Bond (Series EE or Series I, issued after 1989). I recognize that if I fail to provide acceptable documentation, the Program Record Keeper will treat such Contributions entirely as earnings as required by applicable rules, regulation or guidance from the Internal Revenue Service.

9. Account Changes. If I use telephone services or other electronic means for Account changes: (a) I recognize that I may use the services only to update or change certain information contained in the Enrollment Agreement, as explained in the Program Description (b) I authorize the Program Administrator and its agents to act on my instructions, and I agree to hold harmless the Program Administrator and its agents for any loss, damage, liability, cost, or expenses including reasonable attorney's fees resulting from such instructions reasonably believed to be genuine; and (c) I understand that the Program Administrator or its agents will employ reasonable procedures such as requesting personal information to verify that the caller or user of electronic means is the Participant. In addition, telephone calls may be recorded as documentation, and I consent to such recording.

10. Taxes. I understand that certain transactions with my Account including but not limited to certain Rollovers, Non-Qualified Withdrawals or Withdrawals on account of Beneficiary's death, Permanent Disability, or receipt of a Scholarship, may result in regular federal and/or state income taxes and an additional 10% federal income tax on earnings. Please refer to the Program Description for details.

11. Fees and Charges. I understand that my Account and certain transactions to or from my Account are subject to the fees and charges set forth in the Program Description. I understand further that these fees and charges may change in the future. I agree that the payment of the administrative fees and asset-based charges set forth in the Program Description are an unconditional obligation of mine and the Account and shall be payable on my behalf by the Program Administrator from Contributions or transfers of funds to my Account or from assets in my Account as provided in the Program Description.

12. Finality of Decisions and Interpretations. All decisions and interpretations by the Authority and the Program Administrator in connection with the operation of the Program shall be final and binding on each Participant, Beneficiary and any other person affected thereby.

13. Indemnity. I understand that the establishment of my Account is based on my agreements, representations and warranties set forth in this Enrollment Agreement. I will indemnify and hold harmless Program Parties, from and against any 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 by me herein or otherwise with respect to my Account, and any breach by me of any of the agreements, representations or warranties contained in this Enrollment Agreement. I agree to hold harmless the Program Parties for any loss, cost, or expense resulting from my instructions reasonably believed to be genuine. This provision, and all of my agreements, representations or warranties will survive termination of this Enrollment Agreement.

14. Use of Tax Identification Numbers. I understand that the Program Administrator and the Program Record Keeper may collect and use the Social Security numbers or Taxpayer Identification Numbers provided in this Enrollment Agreement for certain federal and state tax reporting requirements and for verifying identity for Account access by telephone or other electronic means, and I consent to such use.

15. Effectiveness of Enrollment Agreement. This Enrollment Agreement will become effective upon the opening of the Account by the Program Record Keeper.

16. Binding Nature, Third-Party Beneficiaries. This Agreement will survive my death and will be binding on my personal representatives, heirs, successors and assigns. The Program Administrator is a third-party beneficiary of my agreements, representations and warranties in this Enrollment Agreement.

17. Amendment and Termination. At any time, and from time to time, the Authority and the Program Administrator may amend this Enrollment Agreement or the Program Description, or may suspend or terminate the Program.

18. Governing Law. The Program and this Enrollment Agreement are governed by North Carolina law, and I submit to the exclusive jurisdiction of courts in North Carolina for all legal proceedings arising out of or relating to the Program or this Enrollment Agreement.