

2. Grantor Trust Information (AKA Trustor/Settlor Trust)

- Complete this section only if the trust is a Grantor Trust.
- Please use an additional form to list the additional grantors.
- By completing this section, you acknowledge the above named trust is a Grantor Trust (as described in Internal Revenue Code sections 671-679) for income tax reporting purposes. If your trust is a Grantor Trust, you must provide information about the Grantor by completing Section B. Grantor Information. Please consult your legal advisor to determine whether your trust is a Grantor Trust. Please be aware, SMART529 WV Direct does not provide tax or legal advice and as such will be unable to determine if your trust is a Grantor Trust.
- If this section is not completed, SMART529 WV Direct will deem this to mean your trust is not a Grantor Trust and will issue income tax reporting in accordance with this understanding.

Grantor Information

Name of Grantor (first, middle initial, last)

Grantor's Social Security Number

Grantor's Date of Birth (mm/dd/yyyy)

Grantor's Residential Phone Number

Grantor's Residential Address

City

State

Zip

Co-Grantor Information (if applicable)

Name of Co-Grantor (first, middle initial, last)

Co-Grantor's Social Security Number

Co-Grantor's Date of Birth (mm/dd/yyyy)

Co-Grantor's Residential Phone Number

Co-Grantor's Residential Address

City

State

Zip

7. Certifications and Acknowledgement

The Trustee(s) hereby certify, acknowledge and understand that:

1. Neither SMART529 WV Direct nor anyone acting as an agent of SMART529 WV Direct is responsible to determine the authority of the Trustee(s) or inquire into, or review the provisions of the Trust, and shall not be charged with knowledge of the terms of the Trust;
2. Beneficial interests under the Trust can and will only be established for persons who (i) are related to the Account Owner by blood or by law, (ii) have a substantial interest in the Account Owner engendered by love and affection, or (iii) hold a lawful and substantial economic interest in the continued life of the Account Owner;
3. SMART529 WV Direct will rely upon this certification and will not be held liable for any act taken by it pursuant to and in reliance upon this certification and upon the representations made herein;
4. There are no other trustees of the Trust other than the ones named in this form.
5. The trustee(s) agrees to notify SMART529 WV Direct in writing of any amendment to the Trust, any change in the composition of the trustees or any other event that may alter the certifications contained herein and that SMART529 WV Direct may rely on the validity of this certification absent receipt of such notice; and
6. The undersigned trustee(s) agrees, on behalf of the above named trust, to indemnify and hold harmless SMART529 WV Direct, its agents and employees from all loss, expense, costs and liability of any nature that may arise as a result of any action taken by SMART529 WV Direct, its agents or employees in reliance upon this certification.
7. Neither SMART529 WV Direct nor its agents or employees provide tax or legal advice and make no representations as to the application of any lookback/incident of ownership requirements that may be applied to this policy. As with all matters of a tax or legal nature, clients should consult their own tax or legal counsel for advice.

8. Signatures

• **PLEASE NOTE:** All named Trustees must sign. If there are more than three trustees named, please use an additional form for additional trustees signatures.

SIGNATURE

Signature of Trustee

□□ — □□ — □□□□

Date (mm/dd/yyyy)

Title (If Applicable)

SIGNATURE

Signature of Co-Trustee

□□ — □□ — □□□□

Date (mm/dd/yyyy)

Title (If Applicable)

SIGNATURE

Signature of Co-Trustee

□□ — □□ — □□□□

Date (mm/dd/yyyy)

Title (If Applicable)

