Zach Conine
State Treasurer

STATE OF NEVADA
THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

PUBLIC MEETING

AGENDA
MEETING OF THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Wednesday, May 21, 2025 at 10:00 a.m.

Meeting via videoconference at the following physical location(s):

Nevada State Capitol
Old Assembly Chambers, 2nd Floor
101 North Carson Street
Carson City, NV 89701

Governor's Office
Conference Room, 4th Floor
1 State of Nevada Way
Las Vegas, NV 89119

Virtually through Microsoft Teams, accessible here:
Join the meeting now
Meeting ID: 253 804 115 398
Passcode: j4rd9a2Z

All items listed on this agenda are for discussion and action by the Board of Trustees unless otherwise noted. Action may consist of any of the following: approve, deny, condition, hold, or table.

Agenda Items

1. **Roll Call.**

2. **Public Comment.**
Comments from the public are invited at this time. Pursuant to NRS 241.020(3)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and reserves the right to impose other reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comment will only be received on matters relevant to the Board's jurisdiction. The Board is not permitted to deliberate or take action on any items raised during the public comment period until the matter itself has been specifically included on an agenda as an item upon which action may be taken by the Board.

   Comments by the public may be emailed to nest@nevadatreasurer.gov by 9:00 p.m. the day before the scheduled meeting and include the commenter's full name. Content may be redacted due to inappropriate language. All written public comments shall, in their entirety, be included as part of the public record.

3. **__For discussion and for possible action:__** Board review and approval of the minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on April 23, 2025.

4. **__For discussion__:** Nevada Employee Savings Trust operations update. Vestwell State Savings will provide a presentation on the NEST employee portal experience.

5. **__For discussion and for possible action:__** Board review and approval of the Nevada Employee Savings Trust Program documents:

   a. Program Description
   b. Custodial Agreement

6. **__For discussion and for possible action:__** Board review and approval of the Nevada Employee Savings Trust Program Investment Policy. Meketa Investment Group will provide an overview of Investment Policy.

7. **Public Comment.**
   Comments from the public are invited at this time. Pursuant to NRS 241.020(2)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and may impose reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comment will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

8. **ADJOURNMENT.**

Notes:
Items may be taken out of order; items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time.

Prior to the commencement and conclusion of a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment. See NRS 233B.126.

The Board of Trustees of the Nevada Employee Savings Trust is pleased to make reasonable accommodations for persons with physical disabilities. Please call (775) 684-7190 if assistance is needed. Please email nest@nevadatreasurer.gov or call (775) 684-7190 to obtain copies of supporting materials.

THIS AGENDA HAS BEEN POSTED IN THE FOLLOWING PUBLIC LOCATIONS:

- **Capitol Building, 1st Floor, Carson City, Nevada**
- **Nevada Building, 1 State of Nevada Way, Las Vegas, Nevada**

Also online at: Nevada Treasurer and the Nevada Public Notice.

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 3
May 21, 2025

Item: Approval of Minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on April 23, 2025

Summary:
For approval, please see attached minutes from the Nevada Employee Savings Trust Board meeting held on April 23, 2025.

Fiscal Impact: None by this action.

Staff recommended motion:

To accept and approve the Minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on April 23, 2025.

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST
MINUTES OF THE BOARD MEETING
April 23, 2025

Location:
Via videoconference at the following locations and on Teams

Old Assembly Chambers
Capitol Building, Second Floor
101 N. Carson Street
Carson City, NV 89701

Governor's Office Conference Room
1 Harrah's Court, 4th Floor
Las Vegas, NV 89119

Board Members Present:
Chairman Treasurer Zach Conine – Teams
Lt. Governor Stavros Anthony – Carson City
Joe Caldera – Las Vegas
Andy Kao – Las Vegas
William H. Palmer III – Carson City

Treasurer's Office Staff:
Emily Nagel – Teams
Kayla Slaughter – Las Vegas
Michael Pelham – Las Vegas
Veronica Kilgore – Carson City
Lesley Mohlenkamp – Carson City

Others Present:
Andrea Feirstein - Teams
Matthew Golden - Vestwell - Teams
Nicole N. Ting – ADA - Teams
Hunter Railey – State of Colorado - Teams
Cindy Samuels – Teams
Grace Sullivan – Teams
Kim Olson – Teams
Caitlin Shea – Teams
Victoria Elizabeth Schmidt – Teams
Josh Anderson – Teams
Hunter Railey – Teams
Gerald Rollins – Teams
Heidi Sterner - Teams

STATE OF NEVADA

BOARD OF TRUSTEES OF THE

NEVADA EMPLOYEE SAVINGS TRUST

Conducted On

April 23, 2025

Transcribed By: Always On Time

[audio starts 03:18]

TREASURER CONINE: Hi, everyone. Can you hear me?

SPEAKER: We can hear you up here.

SPEAKER: Yes, we hear you.

TREASURER CONINE: Okay, fantastic. Morning, everybody. We'll get started in just one moment.

[pause]

TREASURER CONINE: All right. Good morning on this beautiful April 23rd. Thanks so much for being here today for this meeting of the Board of Trustees of the Nevada Employee Savings Trust. We'll start with roll call.

LESLEY MOHLENKAMP: Can you hear me okay?

TREASURER CONINE: Yes.

LESLEY MOHLENKAMP: Perfect, all right. Treasurer Conine.

TREASURER CONINE: Here.

LESLEY MOHLENKAMP: Lieutenant Governor Anthony.

LT. GOV. ANTHONY: Here.

LESLEY MOHLENKAMP: Member Caldera.

MEBER CALDERA: Here.

LESLEY MOHLENKAMP: Member Kau.

MEMBER KAU: Here.

LESLEY MOHLENKAMP: Member Palmer.

MEMBER PALMER: Here.

LESLEY MOHLENKAMP: Member Sewald. All right. please record that Member Sewald is not with us right now. Treasurer, we do have a quorum.

TREASURER CONINE: Excellent, thank you very much and please mark Member Sewald present, if she's able to join us. We will close roll call and move on to Agenda Item #2, Public Comment. Comments from the public are invited at this time. Do we have any members of the public in Carson City?

SPEAKER: We do not.

TREASURER CONINE: All right. Do we have any members of the public in Las Vegas?

SPEAKER: We do not.

TREASURER CONINE: All right. And anyone of the public online who would like to say something, please pop in. Seeing none, we will close this period for public comment and move on to Item #3, for discussion of possible action, Board review and approval of the minutes of the Board of Trustees of Nevada Employee Savings Trust meeting held on April, 7 2025. Any board members wish to make adjustments or comments on the minutes? Otherwise, we'll take a motion to approve.

MEMBER PALMER: I'll make a motion to approve, Palmer will.

TREASURER CONINE: All right, thank you Member Palmer. We have a motion. Any discussion on the motion? Hearing none, all in favor say aye.

[ayes around]

TREASURER CONINE: Any opposed. Motion passes unanimously. Thank you all.

Moving on to Agenda Item #4 for discussion, staff updates. I'll start with outstanding documents required by the program and then communication and stakeholder outreach timeline. I'll turn it over to Deputy Mohlenkamp. Deputy.

LESLEY MOHLENKAMP: Good morning, Treasurer Conine and the members of the Board. Leslie Mohlenkamp, Deputy Treasurer of the Financial Literacy and Security Division, for the record. I'm here today for Agenda Item #4 to provide a program update regarding remaining documents that require board approval and to walk through an overview of the program's communications and stakeholder outreach timeline for a discussion.

So, it does feel a bit like a seventh inning stretch right now because many of the key items needed for program implementation have already been enacted by the Board, but there are still a few more to go before July 1st. So, before we move into details about the next set of documents that will be coming before the Board, I would like to thank all of you for your leadership and dedication. Especially for such a demanding timetable we've had of monthly meetings over the last 10 months. The Board has accomplished a lot in a very short period of time. I would also like to recognize the NEST administrative team who have worked very hard behind the scenes to bring all of these items before you to ensure a successful launch.

So, at this point, I will now provide an update on upcoming approvals that will be before the Board in the coming meetings. At the last meeting, the Board moved to approve the Vestwell Agreement document and the Interstate Adherence Agreement, along with the Memorandum of Cooperation, which was to be adjusted with final technical changes.

And so, in your Board packet, we have provided you with a copy of that today with those changes that were discussed. Currently, staff is working with AKF Consulting and the Partnership for a Dignified Retirement to bring forward an investment policy statement for the Board's approval next month.

As outlined in the partner agreement, our document, the Investment Policy Statement, is intended to be very similar to the lead state and partner state documents. So, you can expect that to be the case when you see it next month. Additionally, we are working with AKF Consulting and Vestwell to provide you with the program description, custodial account agreement, and several other documents that together constitute the full disclosure related to the NEST program.

These documents will align with the Colorado's existing lead state documents, but they will have a few sections that will be updated to reflect Nevada specific information. These documents are targeted to come before the Board at the main meeting as well. So, you should see them along with the Investment Policy Statement.

And additionally, we are hoping to have a demonstration of the NEST program website, which we've been referring to as the Vestwell website. And we will have an overview of the SAVER Experience for you to take a look at. And we expect May to be a very full agenda because all of that will be on the agenda.

Before I move now to a brief presentation of the NEST Communication and Stakeholder Outreach Timeline, I wanted to pause for a minute to see if there are any questions about the upcoming documents that will require the Board approval.

TREASURER CONINE: Thank you, deputy. Members, any questions about the documents?

MEMBER PALMER: Yes, I have a question, Palmer.

TREASURER CONINE: Go ahead, Member.

MEMBER PALMER: Will we have time to review it before we vote or are we viewing it and voting it in May?

LESLIE MOHLENKAMP: Leslie Mohlenkamp, for the record, that's a great question, especially because the investment policy statement and the rest of the documents, you know, they are very legal, you know, they have a lot of legal language in them. We do want to give you plenty of time to review those.

So, our intention is to actually get those two in your hands well before the meeting and then also set up any kind of Board briefings if needed.

TREASURER CONINE: Any additional questions from members? All right, Deputy, please continue.

LESLEY MOHLENKAMP: Okay. At this time, I'm going to move on to an update on the NEST Communication and Stakeholder Outreach. I am gonna go take a brief moment just to pull up the documents on our teams. So, bear with me if we have any technical issues here as I go ahead and share my screen. Okay. Is everybody able to see this document okay? The program foundation?

TREASURER CONINE: Yes.

LESLEY MOHLENKAMP: Okay, perfect. I think I can begin then. So, moving on now to our update. In the next few months, we will be extremely busy and it's going to be busy and fast moving. So, we wanted to take some time today to provide an update to the Board on the types of communication and outreach that will occur and to give a general timeline of when we will see these things happening.

So, before I get into details about the timeline, I wanted to briefly review what has been accomplished to this point to build the foundation for the NEST Program. So, over the last 10 months, the board activities have been centered around building the NEST program structure. And this includes determining the program design, or in other words, whether we have an independent program or join a partnership.

In December, the Board decided to join the partnership for a dignified retirement or the PDR, along with the lead state of Colorado and the partner states, Maine, Delaware, and Vermont. The Board also established the NEST Program's design elements, such as the default contribution rate, the annual auto escalation cap, dollar-based fees, and many more. And you guys recall that. And the Board finalized partner agreements at our last meeting. So, we've accomplished a lot of the foundational activities to get the program started.

So, moving on now to what has also been going on during this time, which is that staff has been working on establishing some key foundational elements to support upcoming communication and outreach efforts. And this includes working with Nevada marketing and communication firm Estepona Group to quickly develop the NEST logo and branding guidelines.

We've also secured the nest.nv.gov website URL which will be used for the program's main website and this is the website that employers and employees will use to register and access accounts. And we also have been coordinating [audio cut] deeper, all the time for short. And this was to secure the Nevada employer data.

So, one other element that's not represented on this slide that is going on is the work that's been being done right now with the PDR and Vestwell on research, planning, and development for the program's launch. And this is definitely keeping everybody busy. It's a lot of work behind that. So, altogether, these activities here provide the building blocks for what is coming next, which is our outreach and communications.

Moving on. So, moving to our key audiences, I wanted to cover this first before we get into the timeline. For our communications and outreach for the NEST Program, we will be focusing on what we're calling three pillars or three groups of key audiences. And the first one is stakeholders. You can see that listed here. We have in the middle targeted employers and employees. And over to the right, we have general employers and employees.

So, let's start with stakeholders. There are many definitions that we can use for what a stakeholder is. But for outreach purposes, we consider this group to be our chambers, our business development organizations or business associations, business advisors, government agencies that interact with Nevada businesses, and any other group that may advocate for or interact with our Nevada businesses regularly.

So, we know that there may be more on this list, and we are seeking input from marketing communications experts to let us know if we missed any groups in here. But we also hope to get input from the Board as well, to add any potential stakeholders we may have missed on this list. So, we do appreciate any input that you might have as far as our key stakeholders we will want to reach out to.

So, the important thing to note about the stakeholder pillar is that communications to these groups will be focused on educating them about the NEST Program, how it works, but also how it complements other existing retirement options and how these groups can help inform businesses overall about their options to meet the legislative requirements. So, that's really what we're focusing on with a stakeholder group.

Now, the other two groups are very similar in that they both include employers and employees as subsets, but the big difference is how we approach reaching out to them. So, as you can see, the targeted group is literally in the center because it is central to employer and employee communications efforts. So, we know who is in this group because the data provided by DETR tells us which employers to reach out to. And the employers then tell us which employees to contact.

So, we can speak to them very directly about their involvement in the program and we know who they are. Messaging for this group will be customized and it will be direct to them by email or mail from the program administrator, Vestwell.

Moving over to the general employers/employee group. This group is made up of employers and employees that will become informed through traditional communication outlets like, television, radio, print, social media. You know, we've just included the whole bucket there. And this would be by using mechanisms such as press releases or public service announcements or even possibly paid media if it is appropriate.

Rather than communicate to every single Nevadan, these general communication efforts would center on those who are most likely to lack retirement access. And we do have some data and we've listed a few pieces of data here on this slide as to who those folks are. So, we will reach out generally, but we will use marketing strategies to be able to identify a more targeted group.

And similarly with employers, we will place a greater focus on businesses with 25 or fewer employees, because we know these are the businesses that are most likely not to have existing retirement plans in place. So, again, communicating to everybody but narrowing down our focus to those that are most likely not to offer it.

So, messaging for this group right here, this general employers and employees, is more general to give them a base understanding of the program, how it works, and also to let them know that NEST is a legitimate program, because oftentimes we battle with that out there, the legitimacy. So, we want to make sure they're familiar with the program before we actually do our targeted outreach.

Now, we are working with our marketing communication experts right now to develop specific strategies and so we'll have more updates for the Board as that develops. So, that covers pretty much our key audiences and we will, I will move forward but allow for some questions should you have those.

So, now of course, that we've covered our key audiences, I'm moving now to the timeline, and I'd like to walk you through the communications timeline that starts at the last board meeting, and it goes through the end of the year.

So, a couple of things that I would like to note on these slides. First, this timeline covers a 35 week period, and the flags that we put on here indicate which week the action item occurs or starts. It just gives you a general idea.

The months are listed below and again these are targeted dates. The months are listed below and the black circles represent which day of that particular month. So, this timeline is meant to illustrate the general sequence of events and target dates but please do not take this literally. All of these dates are subject to change as we get further down the line, but we did want to illustrate, generally speaking, how all the communications would roll out.

So, starting at the beginning of the timeline, you're going to see that we have finalized the partnership agreement document in week one, and then in week two, we have been working on identifying stakeholders to schedule outreach events with Treasurer Conine. The bulk of these outreach events will happen in May and June, but the process has begun to reach out to them and start to schedule.

In week two, we have also revamped web pages on the state treasurer's website to add more information and allow for the content to grow as we get closer to the program. The website can be found at NevadaTreasurer.gov forward slash NEST. And if it--Chair Conine, if it's okay, I'd like to show the website right now, just a brief glimpse.

TREASURER CONINE: I think that would be lovely.

LESLIE MOHLENKAMP: Okay, let's see if we can go ahead. Bear with me as I pull the website up here. So, as we go to NevadaTreasurer.gov, we will be adding, we're gonna be adding a link here on this main page, but for now, we have our Nevada Employee Savings Trust link at the top here. And again, we have a direct link, which is NevadaTreasurer.gov forward slash NEST.

TREASURER CONINE: And I do want to point out for the record that before the pandemic, I did actually look like that. Thank you.

LESLIE MOHLENKAMP: All right. We definitely have a slow load up here, my apologies, let's see if we can.

MEMBER CALDERA: Leslie, this is Joe Caldera. Okay, I'm on the State Treasurer's website and I don't see the link, but where is it embedded?

LESLIE MOHLENKAMP: Under financial security for now.

MEMBER CALDERA: Oh, financial security, gotcha.

LESLIE MOHLENKAMP: But we will, yeah. Right after this meeting, we're actually adding our link on the main page. I wanted to make sure to be able to roll this out to you guys first, but we do have it loaded up here.

And as you can see, it's definitely a functional site, I would say. But what it does contain is some information so that folks, you know, we can send them to the site until, you know, our actual main website loads up in June. But this will provide them with a program overview, some FAQs, a fact sheet. We will be having webinars further down the line and we'll go over that here in a minute, but this allows for us to be able to present a few webinars and make sure the public knows about those.

So, generally speaking, and of course, information on the board meetings and how to enroll. This website is intended to be a starting website right now and it will grow and the content will grow over time. I would like to just emphasize that there, again, as I mentioned before, there will be two websites that we talk about today. There's this one, which is hosted on the State Treasurer's webpage, and it's meant to provide that general information prior to the program launch.

But there will be another website that we're going to refer to as the Vestwell website, just to keep it clean. And this will be the main website that employers and employees will be directed to for registration and account access. So, again, as we look at the timeline, we will mention that.

We would appreciate any feedback the board may have about the content on this site. So, please feel free to look this over. I can send you a link along with some of the other things I'm gonna be sending. And please reach out to us with any suggestions for material and content on this site. We would love to get your feedback on that.

All right. So, I'm going to move back to the communications timeline. As you can see in week three, which is this week, stakeholder outreach officially begins and runs through December 1st. We will be sending an initial outreach toolkit to all of you, to all the Board members.

And we're going to go ahead and send that today, and it's going to include full talking points, an elevator speech, a fact sheet, FAQs, and this is to help for any outreach activities that you might have, or honestly, if you're just stopped in the hallway and somebody asks you about the program, you know, we'll be providing you with some information that might help you in those types of situations. We will be updating any kind of outreach material over time. And so, we will give you some more documents and items for the toolkit. And we'll be doing that over the coming months.

So, I'm gonna go ahead and move now to, just simply because we do have a lot to cover, I'm gonna move to week five. And as you can see on our timeline here on week five, we begin earned media communications at the beginning of May. And towards the end of May on week eight, we will be adding webinars and videos if possible to the Nevada Treasurer site that you just saw. And these videos would be to help, and mostly the webinars in particular, are to help educate employers on the registration process, to help employees understand the program, and to help any advisors to guide their employer clients. So, we'll have a few different types of tools for them to understand the program better.

Now, in week nine, which is June 2nd, you're going to see that the beginning of optional media would start right about that time. And this would be something like print ads, traditional purchase media, etc. But it does start a little bit later than our press releases in our earned media. But I just wanted to point that out that that starts in week nine.

And you'll see also in week nine, the specific outreach to employers to provide them with their own toolkits to help them communicate with their employees about the program. That will happen in week nine as well. That's our target date. So, some of the items that we may provide to employers include sample memos from the leadership endorsing the program, breakroom posters or flyers, things that they can hand out to their employees, even business cards with QR codes.

So, these are some of the ideas we're kicking around to be able to provide employers with some tools to communicate about the program. So, before we move into the next section of the timeline, which is pretty much covers our targeted communication, I just wanted to stop for a minute and ask if there are any questions about what we covered for key audiences or the items in the timeline so far.

MEMBER CALDERA: Leslie, this is Member Caldera. I'm getting a lot of questions from payroll companies who are trying to set up their payroll system to accommodate the auto enrollment piece to the NEST program. I know we probably don't have the answers today, but I think that would be helpful to have on this resource page, perhaps maybe speaking to payroll providers of what they should be looking at to help set up payrolls in terms of like, entry dates.

You know, when does the—when should the payroll trigger an auto deduction, you know, specifically to a participant who maybe has, you know, after 180 days, is it, you know, 30 days after that? So, I think the nuances of those, the specifics of that I think will be helpful for many payroll folks.

LESLIE MOHLENKAMP: Leslie Mohlenkamp for the record. Thank you. We do appreciate that input. I think that's a fantastic idea. We absolutely have some base information from our existing partners that we might be able to just at least give some primary beginning information for them so they can get familiar with it. But absolutely, we will look to add that to the Treasurer's website that we just showed you today. We'll add some of those resources.

MEMBER CALDERA: Thank you.

MEMBER KAO: Ms. Mohlenkamp, this is Andy Kao. I have a question on when number 9.5 for website and portals, where it opens about 30 days prior to the first deduction. Is there any particular reason why it's 30 days and why it can't be earlier or closer to when we have PR push start?

LESLIE MOHLENKAMP: Leslie Mohlenkamp, for the record. I think the answer on that one is pretty straightforward. We have all known we were in a very compressed timeline. With the agreements with Vestwell, you know, just being executed a few weeks ago, it's they just simply the portal just won't be available until that date. That's the earliest they'll be able to actually have all the mechanisms in place for the employees and employers to access it.

MEMBER KAO: Got it, thank you.

MEMBER PALMER: Palmer here. I have a question. All these state emails, what happens for our rural communities that may not have access to reliable emails to be informed in a proper time?

LESLIE MOHLENKAMP: Leslie Mohlenkamp for the record. Great question. We do have a follow-up. There's two pieces of information on these communications, the targeted communications. We prefer to use email because we just have found—the programs have found that this is the most effective, but we do have our backup, which is letters. So, should we not be able to reach employers or we find that there's any issues with emails, we do have the default to letter versions of the communications that will go out.

MEMBER PALMER: Do we know the time frame of when they find out that the letter is coming? Because if they're given 30 days by email to inform their employees but the letter, let's just say it's Summit, Nevada, which the new mail might take two weeks to get to. What's the protocol on that to keep them informed?

LESLIE MOHLENKAMP: Leslie Mohlenkamp for the record. I love that you're asking that. And I might circle back because we are gonna cover the direct email communications or the direct targeted communications next. So, but I will keep that in the parking lot.

MEMBER KAO: This is Andy. I have one more question. In the key audiences, do you know the other states will have rolled this out? Have they experienced any fraud or misinformation from third parties trying to take advantage of a launch of a program and falsely signing people up for something else instead?

LESLIE MOHLENKAMP: Leslie Mohlenkamp, for the record. Yes, actually that is something that is just, you know, with any new program, I think in general, we can expect that some of that activity will be at play. Our partner states have definitely--it is very beneficial that we have joined a partnership because these states have been, Colorado in particular, they're one to two years ahead of us.

And so, they have absolutely been great resources to advise us on any potential issues, especially when it comes to compliance and any kind of shenanigans that might be going on. They absolutely have methods how they've approached and we will be looking to them to advise us along that. But I do think we're expecting that, absolutely.

TREASURER CONINE: Any additional questions from members? All right. Please press forward, Ms. Mohlenkamp.

LESLIE MOHLENKAMP: Okay, thank you. All right. So, we are going to move on now and take a look around the June 5th timeframe on this timeline. June 5th is the target date to open the program up for employer registration. And as you can see, and we just talked about that right now, the website portal, and you can see that sort of in the pink salmon color there. It is the target date to open the program up for employer registration.

And as you can see, there's a lot of activity that's happening around this. As we've discussed, this is the main Vestwell website that's gonna open up. And at that point in time, the employer portal and the employee portal will be available. So, we've represented this on the timeline.

At this point, the program will send its first email or letter depending on the information we have to every single employer from our data set. And that will be to announce that the program is open. And you'll see this on week 9.5 on our timeline. There will then be a series of emails that follow informing employers of their registration target date and reminding them to register. In total, there will be three emails they will get before their registration target date and then two more after that.

And so, I want to show you here on the next slide that you will see it carries over into August and September. We're demonstrating that the additional employer emails continue on throughout the sequence. And again, just to remind you, three emails they get before their registration target date and then two more after that date.

The communication and outreach plan from Vestwell allows for a second batch of communications to go out, which we've shown here just to demonstrate it. And this would be the Nevada employer group. This would happen if our employer group is very large and it requires, you know, a version of splitting.

We are currently working through the employer data to determine the final numbers, but our goal is to actually only have one series of email communications go out and this would be because we're trying to reduce any confusion that might occur with sending out communications in two batches but you can see here the plan does allow for two batches should we need it.

And so again, we're just illustrating what could potentially happen on that. You can see at the top of this slide here, the other thing we wanted to point out is that media communications continue through this timeframe, and as does the stakeholder and direct employer outreach efforts.

So, we just continue with our general communications and our outreach. Webinars and videos will also be rolled out and updated during this time. And they will likely also include employer and employee testimonials, which we would expect we could introduce in July and August. So, we really hope to get that direct feedback from our employers and our employees about their experience and be able to communicate that out to others.

So, before we move on to our very last area of targeted outreach for employees, I did want to stop for another moment to ask if there are any questions about the targeted communications for employers. I'm hoping that that did answer your question, Member Palmer, but if there's a follow-up question, I absolutely am happy to help with that.

TREASURER CONINE: Members, go right ahead. Okay, Ms. Mohlenkamp.

LESLIE MOHLENKAMP: Yes, yes. And I wanted to point out, we actually did get a question through the chat. Is that correct? Okay. We got a question through the chat that asked about if the communications will stop once the employer has registered. That's a fantastic question. And yes, that is correct. Once the employer has registered, the communications will stop because we will have officially gotten to the point where the employer registers and then we just switch to a different communication mechanism after that. So, great question.

TREASURER CONINE: Of course at some point we'll be communicating back out to the employer if the plans change or if there's some shift in law or a new opportunity or whatever. But we won't continue to bombard people and ask them to do something. Thanks for the question. Any other questions from members? Okay, Deputy.

LESLIE MOHLENKAMP: Okay. We're rounding out to the end of the timeline here. I did back up one, back to slide four, just because we are on two different timelines for employers and employees. So, on back to slide four here, what we're going to take a look at right now is our demonstration of the targeted communications that would occur for an employee starting right after the program opens.

So, in this timeline, again, don't take this literal, this is just a representation. In this timeline, what we've illustrated is what would happen if an employer successfully registered on day one, very first day it's open on June 5th. And what would happen with the employee after that, after the employer has uploaded their employee information into the portal.

And what you're gonna see is that the very next day of an employer successfully registering their employee roster, the employee will receive their first targeted notice saying they have been enrolled in the NEST Program and their account is ready to set up. Twenty days later, illustrated here on our timeline as week 12, they will receive an enrollment reminder notice that they're going to be enrolled in 10 days. And at day 30, they're going to receive a welcome to NEST notice confirming their contributions are beginning.

So, it should be noted that these employees may also receive other program correspondence during this sequence, including requests for more information if they did not pass the know your customer process. But this generally speaking is how we would have the outreach related customer process.

So, this rounds out the timeline overview. And as you can see, there's going to be a lot going on in the next couple of months. And each one of these communication milestones will have many aspects to them.

As we've taken a look at the website portal, for example, the Vestwell website, we're going to be developing help center materials, FAQs, fact sheets, information related to changes to contribution, payroll integration. There's a lot of work that's going to be done in the next coming months behind the scenes as well.

So, this is a very high level overview. We haven't gotten into those weeds. Hopefully this keeps it at the right level. But we hope it has been helpful to walk through the communication and stakeholder outreach timeline. And at this time, I'm happy to answer any remaining questions you may have.

MEMBER CALDERA: This is Caldera for the record. Just so that I'm clear, if an employee signs up day one, this is June 5th, let's just say, 10 days after that is where they're gonna receive an email that their monies will be then deposited into the NEST Program?

LESLIE MOHLENKAMP: Thank you for the question, Leslie Mohlenkamp, for the record. Actually, that employee receives the email the very next day. So, and I love that you use the June 5th date because that's what we put on our illustration here.

The employer basically uploads the information successfully on June 5th. June 6th, the employee gets their very first communication saying you're enrolled, your contributions are gonna start in 30 days. Then 20 days later, we give them about 20 days, that's when they're going to receive that notice saying, in 10 days, your contributions will begin. And then, the third notification is actually on the day that contributions begin, and it's saying, welcome to NEST. Your contributions have now started.

MEMBER CALDERA: Okay, okay. So, then we're in July then. What would be the earliest that the employee would see money deducted from their paycheck? July?

LESLIE MOHLENKAMP: Yes, Leslie Mohlenkamp for the record. Yes, that is correct. We, and again, we've illustrated it to show the very, very earliest potential contribution would begin. I think we have a July 6th date. And the reason that is, is because, you know, everything would have to fall in place obviously. The employer's payroll would have just coincidentally have to be on that date. But yeah, at the very, very earliest you can see that 30 day period spans from June 6 to July 6. And that's when the first contributions will begin.

TREASURER CONINE: And I think, Deputy, just worth clarifying or mentioning for the group, statutorily, contributions can't begin before July 1st. Is that correct?

LESLIE MOHLENKAMP: Yeah, Leslie Molenkamp, for the record, that is correct. The statutory language applies that the program starts as of July 1st. I think that's probably the most simple way to put it. The program starts and is up and running by July 1st.

MEMBER CALDERA: Okay. Let me go a little deeper then. So, on July 1st, let's say we have folks that are adopted into the program. As an employee, am I expected to see my contributions 30 days after that? So, August 1st would be my first withdrawal. Is it a 30 day lag?

LESLIE MOHLENKAMP: Leslie Mohlenkamp for the record. It is a 30 day window between when the employee gets their very first notice, you know, that they've been enrolled to the time that the contributions can begin. And I do emphasize they can because obviously it sets off a mechanism that it will they will be in the next payroll cycle. So, it really is dependent on when that employer's payroll cycle runs. But that 30-day period is when they can start. And again, that will depend on the payroll cycle for the employer.

MEMBER CALDERA: Got it. That's very helpful. Okay. That will clear up a lot of questions, I think, for a lot of folks. Thank you so much.

TREASURER CONINE: And Member, please take a look, now that the website's up. Take a look at some of the fact sheets and things that are in your toolkit. If it's not as clear as it could be, please let us know and we'd love to make adjustments so that it's easy to communicate. Member Kao?

MEMBER KAO: Andy Kao for the record. Ms. Mohlenkamp, I guess two part question. First is for employees who do not have access to email or do not have an email account, is there an alternate communication method that they can sign up for? And the second deeper part of the question is for those that don't even have a device that can access the internet. Do employers have the ability to help them with their contributions or opting out or any sort of administrative changes to their account?

LESLIE MOHLENKAMP: Leslie Mohlenkamp, for the record. I'll take the first question about whether or not the--and I'm sorry, could you repeat your first question just to make sure I have it dialed in right?

MEMBER KAO: Yes. So, for employees that do not have an email account, is there an alternate communication method that we can provide for them?

LESLIE MOHLENKAMP: Okay. Leslie Mohlenkamp for the record. Yes, we will be asking a series of questions to the employer themselves to get that information related to the employee. So, I think our default position would be that if we have issues reaching that employee, that we would look to the employer to get the correct information.

I mean, if they don't have email at all, that would be another mechanism because the system does allow for sending out letters. So, obviously we have address information, we can send that out as well. So, yes, we do have a couple backup mechanisms should email not be effective.

And then, for your second question?

MEMBER KAO: The second question is, so for those that do not even have a device that connects to the internet. So, as an employer, we can help them set up an email address to get this. Well, for that subset that don't have an internet device, do employers have the ability to help this employee set up their accounts, modify the contributions, opt out, etc.?

LESLIE MOHLENKAMP: Leslie Mohlenkamp for the record. I don't believe it's the intention. In fact, I think the program is very much intentionally to have the employer facilitate, but then the employee really be responsible, so that the employer doesn't have to take on that additional burden.

So, I think if there were any issues with connectivity, I think that would be something that would have to be sorted through. I will though, Member Cowell, I will go ahead and reach out to Vestwell and see if there are any other backup mechanisms. But I think for the most part, the employer portal, or I'm sorry, the employee portal really allows for that employee to manage very independent, so the employer does not have to be involved in helping them through that process.

It does look like we have Matt Golden on the line. I don't know if you can elaborate on that. Matt is from Vestwell. We have--Matt is our new Courtney for today.

TREASURER CONINE: Go ahead, Matt.

MATT GOLDEN: Good morning. Good morning. Yeah, if I could just answer that briefly. I'm Matt Golden with Vestwell. So, the answer is employees, it is their account. They're responsible for it. They own it. But for those that don't have internet access, they can also always call the 800 number and speak to a service representative where they can take any action on their account.

TREASURER CONINE: And Member Kao, just to add to that, as you and I and any other small business owner in the room knows, sometimes employees need help with things that aren't necessarily within the job duties of the employer. So, I expect we'll have employers who will help the employee log in through the employee portal, try to answer questions for them, give them access to a computer in the same way that they would give them access to a computer to, I don’t know, get a passport or register for school or whatever else, if that's what they needed. That'd be my expectation, but to Matt's point, they'll have the ability to call in as well.

MEMBER KAO: And this is Andy Kao for the record. So, just a quick follow up to my first question on employees who do not have access to email. So, as an employer, when I sign up this employee, can I opt them into paper communications at that point? Or does that only trigger when an employee does not respond to an email?

LESLIE MOHLENKAMP: Leslie Mohlenkamp, for the record, I think I will see if Matt, yeah, because I know you know the inside.

MATT GOLDEN: Sure, I'm happy to answer that question. So, Matt Golden, once again from Vestwell. So, when employers add their employee information, they're asked to provide either an email address or a cell phone. If an email address is added and it bounces, for instance, it’s a bad email address, well, then that triggers a letter and a letter will go out in the place of an email. If the employee is only--employer only adds a cell phone address, that also triggers a letter to go out.

So, the same way that Leslie mentioned about communicating to employers, essentially, if there is no workable email address, then a letter is sent to the employee to notify them that they've been enrolled in the program and they have 30 days or that they have been auto enrolled in the program after that 30 day period.

MEMBER PALMER: Palmer here, quick question.

TREASURER CONINE: Member Kao, why don't you follow up and then we'll go to Member Palmer.

MEMBER PALMER: Thank you.

MEMBER KAO: Just one more follow up on the details. As a small business owner, I do have employees who do not have either an email or a cell phone. And what happens to that group?

MATT GOLDEN: So, you obviously you won't put an email number in and a number of phone number is required. What we see employers do is they'll put their office number in. So, nothing is sent. It's we're trying to find as many ways as possible to be able to communicate with employees. So, in that case, if you do not have either piece of information, you can put your office number in and that will obviously trigger than a letter communication and paper communication.

MEMBER KAO: I appreciate it. Thank you.

MEMBER PALMER: Palmer here, he asked my question about cell phones. I'm good.

TREASURER CONINE: Great minds. Member Palmer, Member Kao. We will mark, of course, Member Palmer, that you had the great idea as well. Additional questions from members? Okay. And thank you, Matt, for jumping in on the helpline. Deputy Mohlenkamp.

LESLIE MOHLENKAMP: That concludes my presentation. So, I really appreciate again, you know, everybody's input, the Board's input, especially when it comes to the information and content on the website. And obviously, as we have built our stakeholder outreach group, we would love to hear if there are any particular groups that you would like us to make sure we do that outreach to. But thank you very much, and that concludes my presentation.

TREASURER CONINE: All right, thank you, Deputy Mohlenkamp. I think the two big takeaways and asks that I have for the rest of the Board here is please take a look at all the materials that we send out. And any and all feedback is good feedback at this stage.

And to Deputy Mohlenkamp's point, we want to make sure we get in front of every group, every organization, every, as Senator Richard Bryan used to say, if I see two people standing talking to themselves, that's a conversation I want to be in. So, point us in a direction and we will be happy to talk to that group.

With that, we'll close Agenda Item #4 and move on to Agenda Item #5, calendar year 2025, NEST Board of Trustees meeting schedule. Michael.

MICHAEL PELHAM: Thank you, Treasurer Conan, Michael Pelham, for the record. NEST staff has reached out to Board members to coordinate future meeting dates. And the dates that we've landed on are July 15th, August 5th, September 16th, and November 5th. If you have any questions or concerns on those, please feel free to let us know.

TREASURER CONINE: Great, any immediate questions? I don't think we need to do anything here other than just be aware of those dates, and can, of course, adjust if members need us to. Hearing none, we'll close that and move on to Agenda Item #6, Public Comment. So, second period from public comment, Member Palmer, Lieutenant Governor, has anyone shown up in Carson City?

LT. GOV. ANTHONY: Don't see anyone.

TREASURER CONINE: You might want to check behind that curtain. That's right, we'll do it next time. Member Caldera, Member Kao, has anyone shown up in Las Vegas for public comment?

MEMBER CALDERA: No, there’s no one here, sir.

TREASURER CONINE: All right. And do we have any public comment online? Hearing none, we'll close the second period for public comment and move on to adjournment. Board members, thank you very much. We are adjourned.

[end of meeting]

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 4
May 21, 2025

Item: **Nevada Employee Savings Trust operations update. Vestwell State Savings will provide a presentation on the NEST employee portal experience.**

Summary:

Lesley Mohlenkamp, Deputy Treasurer for the Financial Literacy and Security Division, will provide a Nevada Employee Savings Trust operations update. Courtney Eccles of Vestwell State Savings will provide a presentation on the NEST employee portal experience.

Fiscal Impact: None by this action.

Staff recommended motion:

No action needed.

Communications Timeline

01 **Partnership**
Approved at Board Mtg
April 7, 2025

02 **STO Website**
Basic layout & info
April 14, 2025

02 **Stakeholders**
Schedule Treasurer & staff events
April 14 - 30

03 **Stakeholder Outreach**
Outreach toolkit for Board
April 23 – December 1

05 **PR, PSA, Social**
Earned media communication
May 1 – December 1

08 **Webinars & Videos**
STO site: ERs, EEs & Advisors
May 26 – December 1

09 **Optional Media**
TBD: SM, trade pubs, print ads
June 2 – December 1

09 **ER Outreach**
Outreach toolkit for ERs, Advisors
June 2, 2025

10 **Website/Portals**
Program website & ER/EE portals open
June 9, 2025

10 **EE Emails**
Now enrolled
June 10, 2025

11 **ER Emails**
Program open
June 16, 2025

13 **EE Emails**
Enrolled:10 days
June 30, 2025

15.5 **EE Emails**
Welcome to NEST
July 09, 2025

15 **ER Emails**
Register by [date]
July 14, 2025

18 **ER Emails**
Month to register
Aug 4, 2025

ER Registration
ER enrollment begins
EE deduct. begin 30 days later
June 09, 2025

EE Deductions
1st EE deductions begin
30-days after ER reg.
July 09, 2025

ER Reg Period
ER Required Registration
June 09 - Sept 01, 2025

7 14 21 28 5 12 19 26 2 9 16 23 1 8 15 22 29 4

APRIL MAY JUNE JULY AUG

Updated as of 5-21-25

* All dates are target deadlines and may vary

Communications Timeline

nest
NEVADA EMPLOYEE SAVINGS TRUST

03 **Stakeholder & ER Outreach**
Outreach Events
April 23 – December 1

05 **PR, PSA, Social, Optional**
Earned & optional paid media
May 1 – December 1

08 **Webinars & Videos**
STO site: ERs, EEs & Advisors
May 26 – December 1

21 **ER Emails**
7 days to register
Aug 25, 2025

23 **ER Emails**
7 days past due
Sept 08, 2025

26 **ER Emails**
30 days past due
Oct 01, 2025

ER Reg Closes
Required Registration Closes
Sept 01, 2025

4 11 18 25 1 8 15 22 29 6 13 20 27 3 10 17 24 1

AUG SEPT OCT NOV DEC

Updated as of 5-21-25

*All dates are target deadlines and may vary

Vestwell

Nevada Employee Savings Trust (NEST) Board Meeting

May 21, 2025

Program Launch Updates

Program Implementation & Communications

- All program design features finalized
- Moving through final work in preparation for program open
- Employer/Saver communications in production
- Finalizing fact sheets, registration checklists, and help center resources

Program Website & Portals

- Creating complete program website - core content, employer/saver resources, help center, etc.
- Creating employer and saver portals
- Help Center content

Example: OregonSaves Saver registration experience & sample NEST webpages

NEST Program Schedule

Launch Schedule

- Week of June 16th - program open notices
- 1st registration notice - week of July 14th
- 2nd registration notice - week of August 4th
- 3rd registration notice - week of August 25th

Registration window closes September 1st

- 1st post-reg notice - week of Sept 8th
- 2nd post-reg notice - week of Sept 29th

Employer Data

- Received state data - working with Treasury team to sort out exempt employers
- Ingesting the data and creating employer records by end of month

Thank You

About Vestwell Holdings Inc.

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 5
May 21, 2025

Item: **Board review and approval of the Nevada Employee Savings Trust Program, Program Description and Custodial Agreement documents**

Summary:
Mark Chapleau, AKF Consulting Group will provide an overview of the draft Program Description and Custodial Agreement documents.

Fiscal Impact: None by this action.

Staff recommended motion:

Move to direct Program staff to finalize Program Description and Custodial Agreement documents, along with any final Board changes.

PROGRAM DESCRIPTION – MAY 2025

THE NEVADA EMPLOYEE SAVINGS TRUST PROGRAM

Important Information. This Program Description provides important information about the Nevada Employee Savings Trust Program known as NEST (the "Program") including a description of the Investment Options, principal risks, fees, and charges associated with an account in the Program ("Account"). "We," "us," or "our" refers to the Program. "You" or "Account Owner" means any person for whom an Account has been established and upon your death, your Beneficiaries. This Program Description should be read in conjunction with the Custodial Account Agreement, Disclosure Statement and Financial Disclosure for the Roth IRA (unless you choose a Traditional IRA, as defined in this Program Description) established for you in connection with the Program, all of which are available at the website or by phone at the Program Contact Information below (the "Program Documents"). These Program Documents are incorporated by reference into this Program Description and, together, set forth the terms applicable to you and your account. You should read the information in this Program Description and the other Program Documents in their entirety before making any decisions about your Account and before you contribute to, or your Employer starts processing any payroll Contributions on your behalf to, your Account. In the event of a conflict between the Program Documents and applicable law, applicable law will control.

The information in this Program Description is believed to be accurate as of the cover date and is subject to change without prior notice. No one is authorized to provide information that is different from the information in the most current form of this Program Description and any subsequent revisions. We may revise this Program Description from time to time to comply with changes in the law or regulations, or if it is determined to be in the Program's best interest. Please keep a copy of this Program Description, as revised, and any Account statements or communications you receive for your records.

Why You are Receiving this Program Description. Nevada law requires certain employers to facilitate the Program by providing their employees with the opportunity to save through payroll deductions. The Program is not an employer-sponsored retirement plan. Your employer is not a fiduciary to the Program. The Program was established by the State of Nevada (the "State") to provide employees whose employers do not offer a Tax-Favored Retirement Plan the opportunity to save for their retirement. You will be automatically enrolled in the Program unless you opt out. Your participation in the Program is completely voluntary. You can opt out at any time by contacting the Program online or by phone at the Program Contact Information below. Saving through a Roth IRA may not be appropriate for all individuals. You should consult your financial or tax advisor regarding any questions about whether, and if so how, you should participate in the Program. The State, not your Employer, administers the Program. Your Employer is not allowed to provide tax, investment, financial, or other advice concerning the Program or make their own Contributions to your Account. Employers will not be liable for the decisions you make with respect to the Program.

Roth IRA. The Program provides you with an easy way to save through automatic payroll deduction. Unless you direct us otherwise, the Accounts in the Program are structured by default as Roth Individual Retirement Accounts, which have the benefits of tax-free withdrawals of Contributions, and the potential for tax-free and penalty-free distributions of earnings if certain IRS criteria are met. Your eligibility to contribute to a Roth IRA may be affected by numerous reasons, including but not limited to your income, marital status, and, if you are married and file a joint tax return, by your joint income. For more details on the Roth contribution rules and the differences between a Roth and Traditional IRA, see the Roth IRA Custodial Account Agreement and Disclosure Statement. You are responsible for determining your eligibility for a Roth IRA account.

Traditional IRA. The Roth IRA is the IRA default option for NEST. This Program Description contains limited information about Traditional IRAs. If you choose to override the IRA default option, you will be responsible for consulting with your tax advisor before you establish your NEST Account as a Traditional IRA, and for obtaining and evaluating information you and your tax advisor deem necessary to make that decision. If you determine that a traditional IRA is beneficial to you for tax purposes, you may choose any of the following:

A.) Direct the Program to establish your NEST Account as a Traditional IRA.
B.) If Contributions have already been made to your Roth IRA, direct the Program to establish a Traditional IRA for all subsequent Contributions to your NEST Account and complete the necessary form to recharacterize prior Contributions to the Roth IRA, together with attributable net income, by your tax filing deadline (including any extensions) for the year in which the Contribution to your Roth IRA was made.
C.) Or, you may opt out of contributing to your NEST Account. If you are ineligible and fail to take timely action on the options above, you will be subject to tax penalties on amounts contributed to your NEST Account.

Your Contributions. **If you do not opt out, an Account will be established on your behalf and your Employer will withhold and contribute 5% of your Compensation to your Account each pay period. This amount will increase by 1% in January each year until a maximum of 10% of your Compensation is reached**. Contributions for any year will cease when total Contributions have exceeded the maximum amount of Contributions that may be made to an IRA for that year (without regard to any Roth IRA income limits). Employees are responsible for monitoring contributions to non-Program accounts.

Accessing Your Money. You will always have access to your money, even if you take a new job, move to a job in another state, start working for an employer that offers a retirement plan, or retire. You can keep your money in your Account, roll it over into another eligible IRA or to an eligible retirement account, or take your money out entirely — it's your money and your decision although some taxes or penalties may apply depending on when or for what purposes you withdraw your money. For information on potential taxes and penalties, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure.

Program Governance and Administration. The Board is responsible for the establishment, implementation, and maintenance of the Program. The following entities provide services for the Program: Vestwell State Savings, LLC ("Program Administrator") serves as the administrator for the Program that handles the day-to-day program operations including employer and investor technology solutions, recordkeeping, and administrative services. The Bank of New York Investment Servicing Trust Company (the "IRA Custodian") provides fund accounting, transfer agency services, operation, and customer support services. The Bank of New York is the custodian of the investments in the portfolios and of the municipal securities in the Accounts (the "Bank") and Blackrock and State Street Global Advisors are the investment managers of the Underlying Investments (each an "Investment Manager" and together, the "Investment Managers").

No Guarantees. You are solely responsible for making your own investment decisions with respect to your Account. Your Account is not guaranteed or insured by the Program Parties, the FDIC, or any other government or private entity. No individual or entity guarantees or make any representations regarding the principal amount invested or the potential future rate of return or any interest rate on any Contribution invested in the Program, including without limitation the Program Parties.

No Advice. The Program Documents do not, and are not intended to, constitute legal, financial, investment, or tax advice. No individual or entity guarantees or make any representations regarding the principal amount invested or the potential future rate of return or any interest rate on any Contribution invested in the Program, including without limitation the Program Parties. All investments have risk, including the loss of your principal investment, and you may wish to engage your own financial professional before making any investment decisions.

Trademarks. NEST and the NEST logo are trademarks of the Nevada Office of the State Treasurer and may not be used without permission.

PROGRAM CONTACT INFORMATION

Phone: (833) 854-1871 Monday through Friday, 8am-5pm PST Online: nest.nv.gov Email: saverservices@nest.nv.gov	Regular Mail: P.O. Box 534487 Pittsburgh, PA 15253-4487	Overnight Delivery: Attention: 534487 500 Ross Street 154-0520 Pittsburgh, PA 15262

KEY DEFINITIONS

Capitalized terms not defined throughout this Program Description have the following meanings:

"Account" means, individually or collectively as the context may require, each Roth IRA and Traditional IRA that has been established under the Program.

"Act" means Chapter 353D of the Nevada Revised Statute.

"Beneficiary" means an individual(s), person(s), or entity(ies) entitled to receive the proceeds of a Program Account following the death of a Participant.

"Board" means the Board of Trustees of the Nevada Employee Savings Trust created by the Act.

"Business Day" means any day on which the New York Stock Exchange is open.

"Capital Preservation Option" means a money market mutual fund where payroll deduction Contributions are held during the Opt-Out Period.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, announcements, or other guidance issued thereunder, as amended.

"Compensation" means compensation within the meaning of section 219(f)(1) of the Internal Revenue Code, 26 U.S.C. § 219 (f)(1), that is received by a Covered Employee from a Covered Employer.

"Confirmation Notice" means a document sent by the Program Administrator to Covered Employers, Account Owners, and Voluntary Account Owners after Onboarding Information is provided.

"Contribution" means monies contributed to an Account.

"Contribution Rate" means the percentage of a Covered Employee's Compensation that is withheld from the Covered Employee's Compensation and paid to the Individual Retirement Account established or maintained for the Covered Employee through the Program.

"Custodial Account Agreement" means the IRS Model 5305-RA contractual agreement that describes the Roth IRA's terms and conditions and meets the requirements of section 408A of the Internal Revenue Code.

"Custom Election" means the election you make for your Contribution Rate or Investment Option(s) other than the Default Contribution Rate or Default Investment Option Election."

"Custom Investment" means any of the asset classes other than the Default Investment Option.

"Covered Employee" means any individual who is eighteen years or older, who is employed for not less than 120 calendar days, and who earns Compensation that is allocable to the State during a calendar year.

"Default Contribution Rate" means an initial rate of Contribution to the Program of 5% of your Compensation automatically increased at the rate of 1% of your Compensation in January each year up to a maximum of 10% of your Compensation.

"Default Investment Option" means a default Program election applicable to your Contribution Rate and your Investment Option if you do not choose a Custom Election.

“Employer” or “Covered Employer” means a person or entity engaged in a business, industry, profession, trade or other enterprise, whether for-profit or not-for-profit, that meets all of the following criteria: (a) employed more than five persons in the state; (b) has been in-business for at least 36 months and; (c) has not maintained a Tax-Favored Retirement Plan for its employees or has not done so in an effective form and operation at any time within the current calendar year or 3 immediately preceding calendar years.

“Exempt” means, with respect to a Covered Employer, not required to onboard or participate in the Program.

“FDIC” means the Federal Deposit Insurance Corporation.

“Financial Disclosure” means the financial disclosure required by federal tax regulations.

“Independent Contractor” means a natural person, business, or corporation that provides Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.

“Investment Option” means the investment options that employees may invest in under the Program as described in this Program Description under Investment Options.

“IRA” means, individually or collectively as the context may require, a Roth IRA or a Traditional IRA.

“IRS” means the Internal Revenue Service.

“Onboarding” means the process by which Covered Employers, Covered Employees, and self-employed individuals furnish information to the Program Administrator in order to participate in the Program.

“Onboarding Information” means the information detailed in the Enrollment section and required to be provided by a Covered Employer, a Covered Employee, or a Voluntary Participant to the Program Administrator to enable participation in the Program.

“Opt-Out Period” means the 30-day account revocation period following completion of Onboarding with the Program Administrator.

“Program” means the NEST Program.

“Program Parties” mean the Program, the Board, the State Treasurer, the State, the Investment Managers, the Program Administrator, the Bank, the IRA Custodian, and any of their affiliates, respective directors, employees, agents, and advisers.

“Roth IRA” means a Roth individual retirement account, as defined in Section 408A of the Code, established by or for an eligible individual under the Program.

“Tax-Favored Retirement Plan” means, for purposes of the Program, an employee benefit plan that is qualified under section 401(a), 401(k), 403(a), 403(b), 408(k), or 408(p) of the Code.

“Traditional IRA” means an individual retirement account within the meaning of section 408 of the Code.

“Underlying Investments” means the underlying investments (e.g., mutual funds) for the Investment Options.

“Voluntary Participant” means an individual who meets the qualifications to open an IRA but who does not meet the definition of Covered Employee as defined in Chapter 353D of the Nevada Revised Statute and who is willing and able to provide Onboarding Information to the Program Administrator.

ENROLLMENT

How To Register. Covered Employers initiate registration with the Program, unless you are a Voluntary Participant who is self-registering as described below. You and your Employer must meet certain eligibility requirements to participate in NEST as described below.

Employee Eligibility. If you are a Covered Employee, and your service or employment is not excluded under the Act, you are eligible to participate in the Program subject to the federal rules governing Roth IRAs. See the Disclosure Statement included in the Custodial Account Agreement, and Financial Disclosure. You are responsible for determining your Roth IRA eligibility. Neither a Covered Employer nor any of the Program Parties will monitor or has an obligation to monitor the Covered Employee's eligibility under the Code to make contributions to an Individual Retirement Account or to monitor whether the Covered Employee's contributions to the Individual Retirement Account established or maintained for the Covered Employee through the Program exceed the maximum permissible Individual Retirement Account contribution If you are not eligible for a Roth IRA, you can avoid tax penalties by electing a Contribution Rate of zero and opting out of contributing within the Notification Period. Neither the Program Parties nor the Covered Employer will have any liability with respect to any failure of the Covered Employee to be eligible to make Individual Retirement Account contributions or for making any contribution in excess of the federal maximum Individual Retirement Account contribution limits.

Automatic Enrollment. Pursuant to the Act, if you are a Covered Employee, you will be automatically enrolled in the Program unless you opt out. If you were hired on or before your Employer registers for the Program, your Employer will enroll you upon the Employer's registration with the Program. If you were hired after your Employer has registered with the Program, your Employer will enroll you no later than 120 days following your date of hire, provided that the Program Administrator has received all the necessary information from your Employer.

Your Employer's Role. Your Employer plays a limited role in facilitating the Program. Your Employer is responsible for:

- Providing the following Onboarding Information about you to the Program Administrator for the establishment of your Account: your full legal name; Social Security number or taxpayer ID number; date of birth; permanent U.S. Street address; designated email address or mobile phone number; and any other information reasonably required by the Program for purposes of administering the Program.
- Setting up payroll deductions for you and remitting your Contributions to the Program Administrator promptly on or after the pay date that they were withheld, as required by law.
- Reviewing your opt out and Contribution decisions prior to each payroll submission.

Your Employer may not:

- Provide any additional benefit or promise of any particular investment return on savings.
- Contribute to the Program or match your Contributions to the Program.
- Provide tax, legal, investment, or other financial advice, including whether or not you should contribute.
- Determine whether you are eligible for a Roth IRA or Traditional IRA.
- Manage your personal information with the Program, including your Beneficiary designations on your IRA.
- Endorse or disparage the Program or the IRAs.
- Exercise any control or responsibility with respect to the Program.

Your Employer may not be held liable for:

- Your decision to participate in or opt out of the Program.

- Your investment decisions or any of the Board's investment decisions.

- The administration, investment, investment returns or investment performance of the Program, including, without limitation, any interest rate or other rate of return on any Contribution or Account balance, provided the Covered Employer played no role.

- The design of the Program or the benefits paid to you or your Beneficiaries.

- Your awareness of or compliance with the conditions and other provisions of the Code that determine which persons are eligible to make tax-favored contributions to Individual Retirement Accounts, in what amount and in what time frame and manner.

- Any loss, failure to realize any gain or any other adverse consequences, including, without limitation, any adverse tax consequences or loss of favorable tax treatment, public assistance or other benefits, incurred by any you as a result of participating in the Program.

Self-Registration of Voluntary Participants Without an Employer

Program Eligibility. If you are 18 years of age or older and eligible to contribute to an IRA under the federal rules governing IRAs, then you may be eligible to participate in NEST. For more details regarding IRA requirements and limitations, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure.

How to Open an Account. You can open an Account online at nest.nv.gov. You must provide the Program with the following information: your full legal name; Social Security number or taxpayer identification number; date of birth; permanent U.S. street address; designated email address; mobile phone number; and any other information requested by the Program for purposes of administering the Program. Additionally, you must either make an initial Contribution of $500.00 from your bank account or establish a recurring Contribution for a minimum of $5.00.

POST-ENROLLMENT

After you are enrolled, the Program Administrator will notify you to confirm the establishment of your Account. You then will have 30 days (the "Notification Period") from that date to:

1. Establish online access to your Account and manage the Investment Option(s) in which your Account is invested, including making any Custom Elections. For more details on the Custom Elections, see Contributing to Your Account – Contributing through your Employer – Custom Elections. You can establish online access through the website for NEST at nest.nv.gov or you can call (833) 854-1871 for assistance in doing so. After setting up your Account, you may change your Contribution Rate or Investment Option selections.

2. Do nothing and have your Contributions invested pursuant to the Default Contribution Rate and the Default Investment Option (see Contributing to Your Account – Contributing through your Employer – Contribution Rate and the Default Investment Option below).

3. Opt out of the Program by setting your Contribution Rate at 0% to prevent deductions from your paycheck. You can always opt in at a later time when you are ready to start saving, if you are employed at the time with an eligible Employer. You can opt out at any time online, by phone, or by mail using the appropriate form.

If the Program Administrator receives your opt out within the Notification Period, no payroll deductions will be made on your behalf and your Account will not be activated. If you choose to opt out after the Notification Period or the Program Administrator receives your opt out after the Notification Period, and payroll deductions have started, we will notify your Employer promptly to terminate payroll deductions.

If you opt out after Contributions have been made into your Account, you may leave your money in the Account to, potentially, grow your retirement savings, you may transfer or roll over your Account to another IRA or to an eligible retirement account, or request a distribution at any time. If you request a distribution, it will be subject to all applicable IRA distribution guidelines, including any applicable income taxes on earnings and early distribution tax penalties. If you do not take action by the end of the Notification Period, your Employer will begin sending payroll Contributions to your Account.

CONTRIBUTING TO YOUR ACCOUNT

You may contribute to your Account through either your Employer that facilitates the Program or through check and bank account transfers. Your Account is structured as a Roth IRA, which is governed by federal IRA contribution limits. You can only contribute up to the maximum dollar limits set by the federal government. Your eligibility to contribute to either type of IRA is affected by your income, your marital status and, if you are married and file a joint tax return, by your spouse's income, as well as by disability or other income-tested benefits. If Contributions are made in excess of the applicable IRA contribution limits, you may be subject to an excise tax. For more details, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure for the Roth IRA at the website for the Program at nest.nv.gov, or by calling (833) 854-1871.

Contributing through your Employer

How Contributions are made. On each payroll date following your enrollment date, your Employer will deduct an amount from your Compensation, based on your current Contribution elections, and transfer that amount to your Account. Amounts deducted by your Employer may not exceed the amount of your Compensation remaining after any other payroll deductions which are required by law and made by your Employer. Your Employer is required to transmit the amounts deducted to the Program Administrator as soon as administratively practicable and within the time period required by law.

Contribution Date. The Program will credit any funds contributed to your Account on the same Business Day as submitted by your Employer if the Contribution is received in good order prior to the close of the New York Stock Exchange ("NYSE"), normally 4:00 p.m. Eastern Time. If received after the NYSE's close, Contributions will be credited on the next succeeding Business Day. Your Contribution will be invested based on the Unit Value(s) of the portfolios for the applicable Investment Option(s) calculated as of the close of the NYSE on the applicable Contribution date.

Default Contribution Rate and the Default Investment Option. If you have not opted out of the Program or have not chosen Custom Elections, you will be enrolled using the Default Contribution Rate and the Default Investment Option. The Default Contribution Rate is an initial rate of Contribution to the Program of 5% of your Compensation. The Default Contribution Rate will be automatically increased at the rate of 1% of your Compensation in January each year until a maximum of 10% of your Compensation is reached. ***Under the Default Investment Option, all Contributions to your Account will initially be invested in the Capital Preservation Option and, unless you elect to have your Contributions invested in one or more different Investment Options described below, such Contributions and the earnings thereon will be transferred 30 days after the date on which your initial Contribution is made (or, if such day is not a business day, on the next business day) (the "Initial Sweep Date") to the Target Retirement Date Option with a target date that is closest to your year of retirement (assuming a retirement age of 65). Unless you make a Custom Election, all Contributions to your Account received after the Initial Sweep Date also will be invested in the applicable Target Retirement Date Option.***

Your Account will be a Roth IRA and Contributions will occur on a post-tax basis. You may change your Elections at any time.

Custom Elections. You may change your Default Contribution Rate at any time from the standard 5% rate **(increased by 1% each January up to a maximum of 10% at the Board's sole discretion).** Changes can be made online or by calling the Program (See Post-Enrollment). The minimum Contribution Rate to participate in the Program is 1% (to opt out of participation, set a Contribution Rate of 0%) and the maximum Contribution Rate is 100% of available Compensation up to the federal annual contribution limits for Roth IRAs (determined without regard to any Roth IRA income limits). Contribution elections must be a percentage of Compensation that is a whole number and not a fraction (e.g., 3% or 4%, but not 3.5%).

After enrollment, you may change your Contribution Rate by going online or calling the Program. Your Employer will change your payroll deduction as soon as administratively practicable. Your Employer may limit the processing of Contribution Rate changes to one change per month per Covered Employee.

After enrollment, if you wish to select an Investment Option other than that provided by the Default Investment Option Election for all or any portion of your existing or future Contributions, requests should be submitted directly to the Program Administrator either online or by phone. You may select one or more Investment Options, and the Investment Option(s) you select may include a Target Retirement Date Option with a target date other than the Target Retirement Date Option that assumes a retirement age of 65.

Contributing Directly to your Account

Accounts described in Program Description will be funded by recurring payroll deductions and direct deposits by your Employer from your Compensation. You may choose to supplement or replace such payroll direct deposits with the following Contribution methods.

Contribution Methods. You can make Contributions by check or from a bank account (as a one-time or recurring Contribution). We will not accept Contributions made by cash, money order, travelers checks, checks drawn on banks located outside the U.S., checks not in U.S. dollars, checks dated over 180 days, checks post-dated more than seven (7) days in advance, checks with unclear instructions, starter or counter checks, credit card or bank courtesy checks, third-party personal checks, instant loan checks, or any other checks we deem unacceptable. No stocks, securities or other non-cash assets will be accepted as Contributions.

Bank Account. After Account opening, you may contribute from a checking or savings account at your bank if your bank is a member of the Automated Clearing House (ACH), subject to certain processing restrictions. Contributions from your bank account may be made as a one-time Contribution or recurring Contribution (see below for details). By establishing Contributions through your bank account, you authorize the Program Administrator to initiate credit/debit entries (and to initiate, if necessary, debit/credit entries and adjustments for credit/debit entries made in error) to your bank account. You must provide certain information about the bank account from which money will be withdrawn. Contributions from a money market mutual fund or cash management account are not permitted. If a Contribution fails to go through because the bank account on which it is drawn lacks sufficient funds or banking instructions are incorrect or incomplete, the Program reserves the right to suspend processing of future Contributions by ACH.

Recurring Contributions from Your Bank Account. You may contribute through periodic automatic debits from your bank account on a semi-monthly (twice per month) or monthly basis. The minimum recurring Contribution amount is $5.00. You may establish or make changes to a recurring Contribution for an existing Account at any time online. Note that automatic investing does not guarantee a profit or protect against a loss in a declining market. Recurring Contribution debits from your bank account will occur on the day you indicate, provided the day is a Business Day. If the day you indicate is not a Business Day, the recurring Contribution debit will occur on the next Business Day. Your recurring Contribution authorization will remain in effect until we have received notification of its termination from you and we have had a reasonable amount of time to act on it. To be effective, a change to, or termination of, a recurring Contribution must be received by us at least five (5) Business Days before the next recurring Contribution debit is scheduled to be deducted from your bank account.

One-Time Contributions from Your Bank Account. You may contribute through one-time debits from your bank account. We may place a limit on the total dollar amount per day you may contribute as a one-time Contribution from your bank account. Contributions in excess of this limit will be rejected. If you plan to contribute a large dollar amount to your Account as a one-time Contribution, you may wish to contact the Program to inquire about the current limit prior to making your Contribution.

Check. After you have opened your Account, you may make Contributions by check. Initial Contributions to open an Account cannot be made by check. Checks must be made payable to: NEST and mailed to P.O. Box 534487, Pittsburgh, PA 15253-4487 (regular mail) or NEST, Attention: 534487, 500 Ross Street 154-0520, Pittsburgh, PA 15262 (overnight mail) and should specify the name of the Account Owner and Account number.

Contribution Date for One-time Contributions and Recurring Contributions. Your Contribution date will be the date you select for the Contribution to be debited from your bank account, except if you select the next Business Day as the debit date. In that case, if your request is received in good order by 4:00 p.m., Eastern Time, it will be given a Contribution date of the next Business Day after the date your request is received. If your request is received in good order after 4:00 p.m., Eastern Time, it will be given a Contribution date of the second Business Day after the date your request is received. Your Contribution will be invested based on the Unit Value(s) of the portfolio for the applicable Investment Option(s) calculated as of the close of the NYSE on the applicable Contribution date.

Year of Contribution. Contributions sent by U.S. mail will be generally treated as having been made in a given year if checks are received by the Program Administrator by December 31 of the applicable year, and are subsequently paid. ACH Contributions will generally be treated as received in the year initiated, provided the funds are successfully deducted from your checking or savings account. To the extent permitted by federal law, Contributions also can be made for the prior calendar year on or prior to the deadline for filing your federal tax return (without extensions) for such prior calendar year, generally on or about April 15. You can designate a Contribution as a prior year Contribution by calling (833) 854-1871.

TAKING DISTRIBUTIONS FROM YOUR ACCOUNT

Accessing Your Money. Your Account is designed specifically to help you save for retirement, but note that you can access your money at any time. Some IRA distributions may be subject to applicable state and federal income tax obligations and penalties for early withdrawal. For details on the taxation of distributions, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure.

Procedures for Distribution. Distributions from your Account may be requested online, or by phone, or you can mail a completed distribution form to the Program Administrator, the distribution will be processed upon receipt of a completed distribution form and any additional documentation required by the form. Request forms by calling (833) 854-1871 or download forms from our website at nest.nv.gov.

Processing Distributions. Distribution requests received in good order before the close of the NYSE (generally 4 p.m. Eastern Time) on any Business Day are processed that day based on the Unit Values of the Investment Options underlying your Account calculated as of the close of the NYSE on that day. Requests received after the close of the NYSE are processed the next Business Day using the Unit Values calculated as of the close of the NYSE on that next Business Day.

Receiving Your Distributions. Please allow up to ten (10) Business Days for the proceeds to reach you. Distributions will generally be completed within three (3) Business Days of accepting the request. During periods of market volatility and at year-end, distribution requests may take up to five (5) Business Days to be completed. For security purposes, there will be a hold of fifteen (15) calendar days on distribution requests when there is a change to your address and a hold of ten (10) calendar days on distribution requests following a change to your banking information. Contributed amounts will not be available for withdrawal for seven (7) Business Days. These preceding time periods are subject to change without advance notice.

Methods of Distribution. Distributions are payable by ACH deposit to your bank account or by check. Distributions will be made by ACH unless you opt for a check or do not provide the necessary bank account information for processing ACH deposits. Checks are subject to a fee of $5.00 per check.

HOW YOUR UNITS ARE VALUED

You are purchasing Units of the Program portfolios valued in accordance with the applicable Investment Option, not shares of the Underlying Investments. The Unit Value for Units of the portfolios for each Investment Option is normally calculated as of the close of the NYSE each Business Day. A “Unit” measures an Account’s interest in the portfolios valued in accordance with the Unit Value of the applicable Investment Option. “Unit Value” is the value of one Unit of an Investment Option. For example, if you contribute $100.00 to the Program to be invested in the Target Retirement 2065 Investment Option and unit value is $10.00 you will be allocated 10 Units in that investment option.

MAINTAINING YOUR ACCOUNT

Accessing your Account. Access your Account at any time online at nest.nv.gov or by calling the Program Administrator at (833) 854-1871 from Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time. We encourage you to register online for easy access where you will be able to update your contact information, check your Account balance, adjust your Contribution elections, designate or change your Beneficiary information, change your investment elections, and request a distribution. Your Account is portable and stays with you throughout your lifetime.

Rollovers. You may be able to roll over money from certain other IRAs or qualifying retirement plans into your Account. For more details, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure.

Account Statements and Confirmations. You will receive notice electronically of the availability of quarterly statements detailing transactions in your Account for the previous quarter. You will receive a confirmation for each transaction, except for payroll Contributions through your Employer. You can choose to receive year-end annual statements via electronic delivery or, for a fee of $10.00, in paper format. Your statement is not a tax document and should not be submitted with your tax forms. However, your statement(s) may be helpful to determine how much you withdrew or contributed during the previous tax year. See "Representations and Responsibilities" in the Custodial Account Agreement within the Custodial Agreement, Disclosure Statement and Financial Disclosure for additional important information regarding statements, confirmations and correspondence.

Account Restrictions. The Program Administrator or the Board reserves the right to: (1) freeze your Account and/or suspend your Account services or take other appropriate or legally required action if (a) the Program Administrator receives a notice of dispute regarding your Account assets or Account ownership, including notice of your death or divorce until appropriate documentation is received, and the Program Administrator reasonably believes that it is lawful to transfer Account ownership to the Beneficiary and (b) the Program Administrator or Board reasonably believes a fraudulent transaction may occur or has occurred; (2) freeze your Account or take other appropriate or legally required actions, without your permission and/or advance notice, in cases of threatening conduct or suspicious, fraudulent or illegal activity; (3) refuse to establish or close your Account if your identity cannot be verified, or if it is determined that it is in the best interest of the Program, or is required by law; (4) close your Account if it is determined that you are restricted by law from participating in the Program; and (5) reject a Contribution for any reason, including Contributions to the Program that the Program Administrator or the Board believe are not in the best interests of the participants, the Program or an Investment Option. The risk of market loss, tax implications, penalties, and any other expenses resulting from these Account restrictions will be solely your responsibility.

Designating Beneficiaries. You can designate Beneficiaries for your Account. Setting up Beneficiaries is an important step and is quick and easy. Designating Beneficiaries directs that when you die your Account will go to the individuals or entities you choose. A Beneficiary is a designated person or entity that will receive an interest in your Account upon your death. A Beneficiary can be anyone, for example, your spouse, your children, another important person, or a charity you choose. If you do not designate a Beneficiary, the assets in your Account will be payable to your estate upon your death. For more information on how your Account will be distributed, see the Custodial Account Agreement, Disclosure Statement and Financial Disclosure.

Accuracy of Information. You, not the Program Parties, are solely responsible for the accuracy of the documentation you submit to the Program and keeping your contact information and Account profile updated at all times. To process any transaction in the Program, all necessary documents must be submitted in good order, which means executed when required and properly, fully, and accurately completed.

FEES AND EXPENSES

Overview. Program fees and expenses include a variable Annualized Asset-Based Fees, a fixed Account Fee, and certain fixed Additional Fees assessed on a per-event basis (e.g., withdrawals by paper check), all as described below. Except for the fees described in this section, there are currently no other fees or charges imposed by or payable to the Program by you in connection with opening or maintaining your Account. The

Board will from time-to-time review the Program fees and may revise the Program fee structure. Fees are subject to change at any time without notice.

Account Fee. The annual Account Fee, which covers the costs of administering the Program, is $26.00 per year. The Account Fee is paid in part to the Program Administrator ($22.00 per year) and in part to NEST ($4.00 per year). The $26.00 Account Fee payable to the Program Administrator and NEST is assessed quarterly at the rate of $6.50 per Account (equivalent to $2.17 per month). The annual Account Fee is not factored into any Unit Value. Units in your Account will be liquidated by the Program Administrator as required for payment of the Account Fee. If your Account is invested in more than one Investment Option, Units will be liquidated from the Investment Options in which the Account is invested in the following order, as applicable, for payment of the Account Fee: the Capital Preservation Option, Target Retirement Date Option, Fixed Income Option, International Equity Option, US Equity Option, as applicable and in that order.

The following table describes the Annualized Asset-Based Fees for each Investment Option. It does not include the impact of the Account Fee on your Account's investment returns.

FEE STRUCTURE TABLE AS OF MAY 2025

	Annualized Asset-Based Fees		
Investment Option	**Underlying Investment Fee**	**Program Admin. Fee**	**Total Annualized Asset – Based Fee**
Capital Preservation	0.11%	0.20%	0.31%
Target Retirement	0.09%	0.20%	0.29%
Fixed Income	0.025%	0.20%	0.225%
International Equity	0.12%	0.20%	0.32%
US Equity	0.03%	0.20%	0.23%

Annualized Asset-Based Fees. The Annualized Asset-Based Fees reduce the return of your Investment Options. As an Account Owner, you indirectly bear a pro-rata share of the annual costs and expenses associated with each Investment Option in which you are invested. The Annualized Asset-Based Fees consist of the Underlying Investment Fees and the Program Administration Fee described below.

Underlying Investment Fees. These fees include investment advisory fees, administrative fees, and other expenses of each applicable Underlying Investment, which are paid out of the assets of the Underlying Investment and reduce the investment return on such Underlying Investment. An Underlying Investment's expense ratio measures the total annual operating expenses of the Underlying Investment as a percentage of its average daily net assets. The Underlying Investment Fees may change from time to time based on changes in the total annual operating expenses of the Underlying Investments in the applicable Investment Option. These changes will result in a change in the Total Annualized Asset-Based Fee. The Underlying Investment Fees were taken from the most recent publicly available prospectus as of the date of this Program Description. For more information on the fees of each Underlying Investment, see the prospectus applicable to each Underlying Investment, which you can obtain by visiting the website(s) or calling the phone numbers under the Descriptions of Underlying Investment below.

Program Administration Fee. Each Investment Option is subject to the Program Administration Fee, which is in the amount of 0.15% to be paid to the Program Administrator plus 0.05% of the Investment Option's daily net assets paid to the Program. The Program Administration Fee covers a portion of the costs of administering the Program. This fee accrues daily, is paid monthly, and is factored into the applicable Unit Value.

Illustration of Investment Costs. The following table illustrates the approximate cost of the Program Investment Options over various periods of time, using the following assumptions:

- A $1,000.00 initial Contribution is invested for the time periods shown;
- Funds invested in Investment Options other than the Capital Preservation Option are invested at a 5% annually compounded rate of return;
- The total funds available in the Account are withdrawn at the end of the period shown;
- The entire annual Account Fee is assessed to the applicable Investment Option; and
- The Annual Asset-Based Fee, the Underlying Investment Fee, and the annual Account Fee remain the same as shown in the Fee Structure Table above.

The costs shown are rounded to the nearest dollar. The following table does not reflect the impact of potential state or federal taxes upon withdrawal. This hypothetical is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your actual cost may be higher or lower. Please read the Program Risks section for more information.

APPROXIMATE COST TABLE

Investment Option	Approximate Cost of $1,000.00 Investment			
	1 Year	3 Years	5 Years	10 Years
Capital Preservation	**$29**	**$88**	**$147**	**$295**
Target Retirement	**$29**	**$87**	**$145**	**$293**
Fixed Income	**$28**	**$85**	**$142**	**$286**
International Equity	**$29**	**$88**	**$147**	**$296**
US Equity	**$28**	**$85**	**$142**	**$286**

Additional Fees. The Additional Fees shown below apply if you: choose to receive withdrawals by paper check; choose to receive annual Account statements in paper form; or you rollover your Account to an IRA outside the Program. The $10.00 Paper Statement fee will be waived if you choose to receive the annual statement via electronic delivery. These fees would be paid by you from your Account assets.

Rollovers	$50.00 per rollover out
Paper Statements	$10.00 per annum (assessed quarterly)
Paper Checks	$5.00 per check

INVESTMENT OPTIONS

If you do not take any action to opt out of the Program or select investments, Contributions will be invested in the Capital Preservation Option until the applicable Initial Sweep Date (generally, a period of 30 days from the applicable initial Contribution date). On the applicable Initial Sweep Date, Units of the Capital Preservation Option in your Account will be exchanged for Units of equal value in the Target Retirement Date Option with a target date that is closest to your year of retirement (assuming a retirement age of 65). For example, if you were born in 2002, you will be 65 in 2067, and the Target Retirement Date Option with a target date that is closest to your year of retirement is the Target Retirement Date 2065 Option; if you were born in 2004, you will be 65 in 2069, and the Target Retirement Date Option with a target date that is closest to your year of retirement is the Target Retirement 2070 Option. Contributions received on or after the Initial Sweep Date will be invested in the Target Retirement Date Option based on your age and year of retirement (assuming a retirement age of 65).

NEST provides you with the flexibility to make a Custom Investment Election for both your initial and subsequent Contributions and to move monies from one investment option to another. If you wish to make a Custom Investment Election for any period, you can do so by going online after you set up your Account or by calling the Program. NEST provides you with Investment Options that are designed to appeal to varying levels of risk tolerance and return expectations. For more details on the various Investment Options and Underlying Investments, see Descriptions of Underlying Investments below.

Each Investment Option has its own investment strategy, risks, and performance characteristics. In choosing the appropriate Investment Option(s) for your NEST Account, you should consider your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and other factors you determine to be important. Some Investment Options carry more risk than others. You should weigh these risks with the understanding that they could arise at any time during the life of your NEST Account. You should strongly consider the level of risk you wish to assume and your investment time horizon prior to selecting an Investment Option. See Descriptions of Underlying Investments and Program Risk below for more information.

Below is a chart of all the Investment Options and each of their corresponding Underlying Investments.

Investment Option	Underlying Fund (Ticker)
Capital Preservation Option	State Street Institutional US Government Money Market Fund – Premier Class (GVMXX)
Target Retirement Date Option	State Street Target Retirement Fund K (SSFOX)
Target Retirement 2025 Option	State Street Target Retirement 2025 Fund K (SSBSX)
Target Retirement 2030 Option	State Street Target Retirement 2030 Fund K (SSBYX)
Target Retirement 2035 Option	State Street Target Retirement 2035 Fund K (SSCKX)
Target Retirement 2040 Option	State Street Target Retirement 2040 Fund K (SSCQX)
Target Retirement 2045 Option	State Street Target Retirement 2045 Fund K (SSDEX)
Target Retirement 2050 Option	State Street Target Retirement 2050 Fund K (SSDLX)
Target Retirement 2055 Option	State Street Target Retirement 2055 Fund K (SSDQX)
Target Retirement 2060 Option	State Street Target Retirement 2060 Fund K (SSDYX)
Target Retirement 2065 Option	State Street Target Retirement 2065 Fund K (SSFKX)
Target Retirement 2070 Option	State Street Target Retirement 2070 Fund K (SSGNX)
Fixed Income Option	State Street Aggregate Bond Index Fund Class K (SSFEX)
International Equity Option	iShares MSCI Total International Index Fund Class K (BDOKX)
US Equity Option	iShares Total U.S. Stock Market Index Fund Class K (BKTSX)

DESCRIPTIONS OF UNDERLYING INVESTMENTS

The following descriptions highlight the investment objective, strategy, and principal investment risks of each Underlying Fund. The descriptions reference only the principal investment risks of the Underlying Investments; however, the current prospectus and statement of additional information of each Underlying Fund identify additional risks that are not discussed below and contain information not summarized in this Program Description. The information below is qualified in all instances by reference to each Underlying Fund's prospectus and statement of additional information which you can obtain by visiting the website(s) or by calling the phone numbers below. You may wish to speak to an investment advisor to understand the specific risks associated with each Underlying Fund.

Underlying Fund (Ticker)	Website	Phone
State Street Funds (Ticker – See chart above)	www.ssga.com	800-647-7327
BlackRock/iShares (Ticker – See chart above)	www.blackrock.com	800-474-2737

State Street Institutional US Government Money Market Fund – Premier Class (GVMXX)

Investment Objective

The investment objective of the State Street Institutional U.S. Government Money Market Fund (the "U.S. Government Fund" or sometimes referred to in context as the "Fund") is to seek to maximize current income, to the extent consistent with the preservation of capital and liquidity and the maintenance of a stable $1.00 per share net asset value ("NAV").

Principal Investment Strategies

The U.S. Government Fund is a government money market fund and invests only in obligations issued or guaranteed as to principal and/or interest, as applicable, by the U.S. government or its agencies and instrumentalities, as well as repurchase agreements secured by such instruments. The Fund may hold a portion of its assets in cash pending investment, to satisfy redemption requests or to meet the Fund's other cash management needs.

The Fund follows a disciplined investment process that attempts to provide stability of principal, liquidity and current income, by investing in U.S. government securities. Among other things, SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), the investment adviser to the Fund, conducts its own credit analyses of potential investments and portfolio holdings, and relies substantially on a dedicated short-term credit research team. The Fund invests in accordance with regulatory requirements applicable to money market funds. Regulations require, among other things, a money market fund to invest only in short-term, high quality debt obligations (generally, securities that have remaining maturities of 397 calendar days or less, with the exception of certain floating rate securities that may have final maturities longer than 397 days but use maturity shortening provisions to meet the 397 day requirement, and that the Fund believes present minimal credit risk), to maintain a maximum dollar-weighted average maturity and dollar-weighted average life of sixty

(60) days or less and 120 days or less, respectively, and to meet requirements as to portfolio diversification and liquidity. All securities held by the Fund are U.S. dollar-denominated, and they may have fixed, variable or floating interest rates.

The Fund attempts to meet its investment objective by investing in:

- Obligations issued or guaranteed as to principal and/or interest, as applicable, by the U.S. government or its agencies and instrumentalities, such as U.S. Treasury securities and securities issued by the Government National Mortgage Association ("GNMA"), which are backed by the full faith and credit of the United States;
- Obligations issued or guaranteed by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and U.S. government-sponsored entities such as the Federal Home Loan Bank, and the Federal Farm Credit Banks Funding Corporation, which are not backed by the full faith and credit of the United States; and
- Repurchase agreements collateralized by U.S. government securities.

The Fund seeks to achieve its investment objective by investing substantially all of its investable assets in the U.S. Government Portfolio, which has substantially identical investment policies to the Fund. When the Fund invests in this "master-feeder" structure, the Fund's only investments are shares of the Portfolio, and it participates in the investment returns achieved by the Portfolio. Descriptions in this section of the investment activities of the "Fund" also generally describe the expected investment activities of the Portfolio.

Principal Investment Risks. Counterparty Risk, Debt Securities Risk, Income Risk, Interest Rate Risk, Large Shareholder Risk, Low Short-Term Interest Rates, Market Risk, Master/Feeder Structure Risk, Money Market Risk, Mortgage-Related and Other Asset-Backed Securities Risk, Rapid Changes in Interest Rates Risk, Repurchase Agreement Risk, Significant Exposure to U.S. Government Agencies or Instrumentalities Risk, Stable Share Price Risk, U.S. Treasury Obligations Risk, U.S. Government Securities Risk, Variable and Floating Rate Securities Risk. These risks are described in the prospectus and statement of additional information for this Underlying Fund.

State Street Target Retirement Fund (SSFOX)

Investment Objective

The investment objective of the State Street Target Retirement Fund (the "Target Retirement Fund" or the "Fund") is to seek current income and, secondarily, capital growth.

Principal Investment Strategies

SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), the investment adviser to the Fund, manages the Target Retirement Fund using a proprietary asset allocation strategy. The Fund is a "fund of funds" that invests in a combination of mutual funds and ETFs sponsored by the Adviser or its affiliates (the "Underlying Funds"). The Underlying Funds may invest in a wide variety of asset classes, including equity and fixed-income securities of issuers anywhere in the world, including emerging markets investments, and including, among others, high yield, commodity, and real estate investments. The Underlying Funds may invest in obligations of domestic U.S. issuers, non-U.S. issuers, or both.

The Fund's assets are allocated among the Underlying Funds according to a target asset allocation strategy that emphasizes fixed income, but also includes a smaller allocation to equity and certain other asset classes. The Fund is intended for use as part of an overall investment strategy by an investor who is already in retirement.

The Underlying Funds employ a wide array of investment styles. For example, the Underlying Funds can buy and sell common stocks of companies of any size, corporate bonds of varying credit quality, U.S. government and agency bonds, mortgage- and asset-backed securities, commodities, real estate and money market instruments. They may hold U.S. or non-U.S. investments. The Underlying Funds may use derivative instruments of any kind, including futures contracts, forward currency contracts, credit default swaps, interest rate swaps and commodities-related derivatives. Derivatives may be used by an Underlying Fund for hedging or risk management purposes, as a substitute for direct investment, or otherwise to seek to enhance the Underlying Fund's total return.

Principal Investment Risks. Asset Allocation Risk, Below Investment-Grade Securities Risk, Commodities Risk, Counterparty Risk, Currency Risk, Debt Securities Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Investing Risk, Geographic Focus Risk, Income Risk, Index Strategy/Index Tracking Risk, Inflation Risk, Inflation-Indexed Securities Risk, IPO Risk, Large-Capitalization Securities Risk, Large Shareholder Risk, Liquidity Risk, Longevity Risk, Management Risk, Market Risk, Modeling Risk, Mortgage-Related and Other Asset-Backed Securities Risk, Non-U.S. Securities Risk, Real Estate Sector Risk, REIT Risk, Restricted Securities Risk, Risk of Investment in Other Pools, Small- and Mid-Capitalization Securities Risk, Target Date Assumptions Risk, Unconstrained Sector Risk, U.S. Government Securities Risk, U.S. Treasury Obligations Risk, Valuation Risk, When-Issued, TBA and Delayed Delivery Securities Risk; These risks are described in the prospectus and statement of additional information for this Underlying Fund.

State Street Target Retirement Funds 2025 to 2070 (SSBSX, SSBYX, SSCKX, SSCQX, SSDEX, SSDLX, SSDQX, SSDYX, SSFKX, SSGNX)

Investment Objective

The investment objective of each State Street Target Retirement Fund with a target date (the "Underlying Fund") is to seek capital growth and income over the long term.

Principal Investment Strategies

The Adviser invests each Target Retirement Fund among Underlying Funds according to a proprietary asset allocation. Each Fund's (except for the Retirement Fund) name refers to the approximate retirement year of the investors for whom the Fund's asset allocation strategy is intended. As the target date for a Fund approaches, the Adviser will adjust the asset allocation and risk profile of the Fund (except for the Retirement Fund) – its glide path – to a what is generally seen to be a more conservative approach to reduce (but not eliminate) risk by increasing the allocation to asset classes that have historically been subject to lower levels of volatility. For example, a Fund with a target retirement date far into the future will typically invest a greater portion of its assets in asset classes with higher risk profiles and the potential for higher returns. By contrast, the Retirement Fund is intended for investors in their retirement years. The Adviser allocates the Fund's assets according to a target asset allocation that emphasizes fixed income funds but also includes an allocation to equity and certain other funds.

When the target asset allocation of another Target Retirement Fund matches the Retirement Fund's target asset allocation, generally five years after the Fund's target retirement date, it is expected that the Fund will be combined with the Retirement Fund, and the Fund's shareholders will become shareholders of the Retirement Fund. This may be done without a vote of shareholders if the Trustees determine at the time of the proposed combination that combining the Fund with the Retirement Fund is in the best interests of the Fund, the Retirement Fund and their shareholders.

The Adviser intends to manage each Target Retirement Fund according to the Fund's target asset allocation strategy, and does not intend to trade actively among Underlying Funds or to attempt to capture short-term market opportunities as primary activities. The Adviser may modify the target asset allocation strategy or the selection of Underlying Funds for any Target Retirement Fund from time to time, and may invest in other Underlying Funds, including any Underlying Funds that may be created in the future.

Each Target Retirement Fund will bear a pro rata share of its Underlying Funds' expenses. Each Target Retirement Fund also bears all of the risks associated with the investment strategies used by its Underlying Funds.

The Adviser periodically reviews each Fund's target allocations to underlying investment options and may, at any time, in its discretion, change the target allocations or deviate from the target allocations when it believes doing so is appropriate to pursue the Fund's investment objective. The Adviser may modify the selection of Underlying Funds from time to time, and may invest in other Underlying Funds, including any Underlying Funds that may be created in the future.

Principal Investment Risks. Asset Allocation Risk, Below Investment-Grade Securities Risk, Commodities Risk, Counterparty Risk, Currency Risk, Debt Securities Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Investing Risk, Geographic Focus Risk, Income Risk, Indexing Strategy/Index Tracking Risk, Inflation Risk, Inflation-Indexed Securities Risk, IPO Risk, Large-Capitalization Securities Risk, Large Shareholder Risk, Liquidity Risk, Longevity Risk, Management Risk, Market Risk, Modeling Risk, Mortgage-Related and Other Asset-Backed Securities Risk, Non-U.S. Securities Risk, Real Estate Sector Risk, REIT Risk, Restricted Securities Risk, Risk of Investment in Other Pools, Small-, Mid- and Micro- Capitalization Securities Risk, Target Date Assumptions Risk, Unconstrained Sector Risk, U.S. Government Securities Risk, U.S. Treasury Obligations Risk, Valuation Risk, When-Issued, TBA and Delayed Delivery Securities Risk; These risks are described in the prospectus and statement of additional information for this Underlying Fund.

State Street Aggregate Bond Index Fund (SSFOX)

Investment Objective

The State Street Aggregate Bond Index Fund (the "Aggregate Bond Index Fund" or the "Fund") seeks to provide investment results that, before fees and expenses, correspond generally to the price and yield performance of an index that tracks the U.S. dollar denominated investment grade bond market over the long term.

Principal Investment Strategies

The Fund is an "index" fund that seeks to track, before fees and expenses, the total return performance of the Bloomberg

U.S. Aggregate Bond Index (the "U.S. Aggregate Bond Index" or sometimes referred to in context as the "Index") over the long term. As an "index" fund, the Fund is not managed according to traditional methods of "active" investment management, which involve the buying and selling of securities based upon economic, financial and market analysis and investment judgment.

In seeking to track the performance of the Index, the Fund employs a sampling strategy, which means that the Fund will not typically purchase all of the securities represented in the Index. Instead, the Fund may purchase a subset of the securities in the Index, or securities the Adviser considers to be comparable to securities in the Index, in an effort to hold a portfolio of securities with generally the same risk and return characteristics of the Index. The number of holdings in the Fund will be based on a number of factors, including asset size of the Fund. SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), the investment adviser to the Fund, generally expects the Fund to hold fewer than the total number of securities in the Index, but reserves the right to hold as many securities as it believes necessary to achieve the Fund's investment objective.

Under normal circumstances, the Fund generally invests substantially all, but at least 80% of its net assets (plus borrowings, if any) in securities comprising the Index or in securities that the Adviser determines have economic characteristics that are comparable to the economic characteristics of securities that comprise the Index. The notional value of the Fund's investments in derivatives or other synthetic instruments that provide exposures comparable, in the judgment of the Adviser, to investments in the Index may be counted toward satisfaction of this 80% policy. The Fund will provide shareholders with at least sixty (60) days' notice prior to any change in this 80% investment policy. The Fund may also invest in other debt securities, cash and cash equivalents or money market instruments, such as repurchase agreements and money market funds (including money market funds advised by the Adviser).

The Fund may at times purchase or sell futures contracts on fixed-income securities, or options on those futures, in lieu of investing directly in fixed-income securities themselves. The Fund may also purchase or sell futures contracts and related options on the Index (or other fixed-income securities indices). The Fund might do so, for example, in order to adjust the interest-rate sensitivity of the Fund to bring the characteristics of the Fund more closely in line with those of the Index. It might also do so to increase its investment exposure pending investment of cash in bonds or other investments or to reduce its investment exposure in situations where it intends to sell a portion of the securities in its portfolio but the sale has not yet been completed. The Fund may also enter into other derivatives transactions, including the use of options or swap transactions, in lieu of investing directly in the stocks making up the Index. The Fund may, to the extent permitted by applicable law, invest in shares of other mutual funds whose investment objectives and policies are similar to those of the Fund (including funds advised by the Adviser).

The Index is designed to measure the performance of the U.S. dollar denominated investment grade bond market, which includes investment grade (must be Baa3/BBB-/BBB- or higher using the middle rating of Moody's Investors Service, Inc., Standard & Poor's, and Fitch Inc.) government bonds, investment grade corporate bonds, mortgage pass-through securities, commercial mortgage backed securities and other asset backed securities that are publicly for sale in the United States. The securities in the Index must have at least 1 year remaining to maturity and must have $300 million or more of outstanding face value. Asset backed securities must have a minimum deal size of $500 million and a minimum tranche size of $25 million. For commercial mortgage backed securities, the original aggregate transaction must have a minimum deal size of $500 million, and a minimum tranche size of $25 million; the aggregate outstanding transaction sizes must be at least $300 million to remain in the Index. In addition, the securities must be U.S. dollar denominated, fixed rate, non-convertible, and taxable. Certain types of securities, such as flower bonds, targeted investor notes, and state and local government series bonds are excluded from the Index. Also excluded from the Index are structured notes with embedded swaps or other special features, private placements and floating rate securities. The Index is market capitalization weighted and the securities in the Index are updated on the last business day of each month. It is not possible to invest directly in the Index.

The Fund expects typically to invest a significant portion of its assets in U.S. agency mortgage pass-through securities up to a total weight that is comparable to that of the Index. Most transactions in mortgage pass-through securities occur through standardized contracts for future delivery in which the exact mortgage pools to be delivered are not specified until a few days prior to settlement, referred to as a "to-be-announced transaction" or "TBA Transaction." In a TBA Transaction, the buyer and seller agree upon general trade parameters such as agency, settlement date, par amount and price. The actual pools delivered generally are determined two days prior to the settlement date; however, it is not anticipated that the Fund will receive pools, but instead will participate in rolling TBA Transactions. The Fund expects to enter into such contracts on a regular basis.

The Fund seeks to achieve its investment objective by investing substantially all of its investable assets in the Aggregate Bond Index Portfolio, which has substantially identical investment policies to the Fund. When the Fund invests in this "master-feeder" structure, the Fund's only investments are shares of the Portfolio and it participates in the investment returns achieved by the Portfolio. Descriptions in this section of the investment activities of the "Fund" also generally describe the expected investment activities of the Portfolio.

The Index is sponsored by Bloomberg Index Services Limited (the "Index Provider") which is not affiliated with the Fund or the Adviser. The Index Provider determines the composition of the Index, relative weightings of the securities in the Index and publishes information regarding the market value of the Index.

Principal Investment Risks. Counterparty Risk, Debt Securities Risk, Derivatives Risk, Income Risk, Income Risk, Indexing Strategy/Index Tracking Risk, Large Shareholder Risk, Liquidity Risk, Market Risk, Master/Feeder Structure Risk, Mortgage-Related and Other Asset-Backed Securities Risk, Risk of Investment in Other Pools, Unconstrained Sector Risk, U.S Government Securities Risk, Valuation Risk, When-Issued, TBA and Delayed Delivery Securities Risk; These risks are described in the prospectus and statement of additional information for this Underlying Fund.

IShares MSCI Total International Index Fund Class K (BDOKX)

Investment Objective

The investment objective of iShares MSCI Total International Index Fund ("Total International Index Fund" or the "Fund"), a series of BlackRock Funds III (the "Trust"), is to match the performance of the MSCI All Country World Index ex USA Index (the "MSCI ACWI ex USA Index" or the "Underlying Index") in U.S. dollars with net dividends as closely as possible before the deduction of Fund expenses.

Principal Investment Strategies

The Total International Index Fund employs a “passive” management approach, attempting to invest in a portfolio of assets whose performance is expected to match approximately the performance of the MSCI ACWI ex USA Index. The Fund will be substantially invested in equity securities in the MSCI ACWI ex USA Index, and will invest, under normal circumstances, at least 80% of its net assets in securities or other financial instruments that are components of or have economic characteristics similar to the securities included in the MSCI ACWI ex USA Index. Equity securities in which the Fund invests consist primarily of common stock, preferred stock and securities or other instruments whose price is linked to the value of common stock.
The Fund will invest in the common stocks represented in the MSCI ACWI ex USA Index in roughly the same proportions as their weightings in the MSCI ACWI ex USA Index. The MSCI ACWI ex USA Index is a free float-adjusted market capitalization index that captures large and mid cap representation across 22 of 23 developed markets countries (excluding the United States) and 24 emerging markets countries. With 2,231 constituents, the index covers approximately 85% of the global equity opportunity set outside the United States. The component stocks have a market capitalization between $108 million and $600 billion as of March 31, 2024. The Fund may also engage in futures transactions. At times, the Fund may not invest in all of the common stocks in the MSCI ACWI ex USA Index, or in the same weightings as in the MSCI ACWI ex USA Index. At those times, the Fund chooses investments so that the market capitalizations, industry weightings and other fundamental characteristics of the stocks chosen are similar to the MSCI ACWI ex USA Index as a whole. The Fund may lend securities with a value up to 33 1⁄3% of its total assets to financial institutions that provide cash or securities issued or guaranteed by the U.S. Government as collateral. The Fund will concentrate its investments (i.e., hold 25% or more of its total assets) in a particular industry or group of industries to approximately the same extent that the MSCI ACWI ex USA Index is concentrated.
The Fund is a “feeder” fund that invests all of its assets in the Master Portfolio, which has the same investment objective and strategies as the Fund. All investments are made at the Master Portfolio level. This structure is sometimes called a “master/feeder” structure. The Fund’s investment results will correspond directly to the investment results of the Master Portfolio. For simplicity, the prospectus uses the name of the Fund or the term “Fund” (as applicable) to include the Master Portfolio.

Principal Investment Risks. Concentration Risk, Emerging Markets Risk, Equity Securities Risk, Foreign Securities Risk, Futures Risk, Index-Related Risk, Market Risk and Selection Risk, Mid Cap Securities Risk, Passive Investment Risk, Preferred Securities Risk, Securities Lending Risk, Small Cap and Emerging Growth Securities Risk, Tracking Error Risk; These risks are described in the prospectus and statement of additional information for this Underlying Fund.

IShares Total U.S Stock Market Index Fund (BKTSX)

Investment Objective

The investment objective of iShares Total U.S. Stock Market Index Fund (the “Fund”), a series of BlackRock Funds℠ (the “Trust”), is to seek to track the investment results of a broad-based index composed of U.S. equities.

Principal Investment Strategies

The Fund seeks to track the investment results of the Russell 3000® Index (the “Underlying Index”), which measures the performance of the broad U.S. equity market. As of October 31, 2024, the Underlying Index included issuers representing approximately 98% of the total market capitalization of all publicly-traded U.S.-domiciled equity securities. The Underlying Index is a float-adjusted capitalization-weighted index of the largest public issuers domiciled in the United States and its territories. Total market capitalization reflects all equity shares outstanding, while total market value reflects float-adjusted capitalizations based on equity shares available for general investment. The Underlying Index may include large-, mid- or small-capitalization companies, and components primarily include technology, consumer discretionary and industrials companies. The components of the Underlying Index, and the degree to which these components represent certain industries, may change over time. BlackRock uses a representative sampling indexing strategy to manage the Fund. “Representative sampling” is an indexing strategy that involves investing in a representative sample of securities that collectively has an investment profile similar to that of the Underlying Index. The securities selected are expected to have, in the aggregate, investment characteristics (based on factors such as market capitalization and industry weightings), fundamental characteristics (such as return variability and yield) and liquidity measures similar to those of the Underlying Index. The Fund may or may not hold all of the securities in the Underlying Index. The Fund generally invests at least 90% of its assets, plus the amount of any borrowing for investment purposes, in securities of the Underlying Index.

Principal Investment Risks. Concentration Risk, Consumer Discretionary Sector Risk, Equity Securities Risk, Index Fund Risk, Index-Related Risk, Industrials Sector Risk, Issuer Risk, Management Risk, Market Risk and Selection Risk, Passive Investment Risk, Risk of Investing in the United States, Small and Mid-Capitalization Company Risk, Technology Securities Risk, Tracking Error Risk; These risks are described in the prospectus and statement of additional information for this Underlying Fund.

PROGRAM RISKS

General. In addition to the risks described above for each Investment Option, you should carefully consider the information in this section, as well as the other information in this Program Description and the other Program Documents and investment prospectus before making any decisions about setting up your NEST Account or the occurrence of any payroll Contributions from your Compensation. As an Account Owner you will own an interest in the Program portfolios, not the Underlying Investments. You should consult an attorney or a qualified financial or tax advisor regarding any legal, financial, or tax questions you may have. The information in this Program Description is not intended and should not be interpreted by anyone to be an investment recommendation or investment advice, nor should the contents of this Program Description be construed as legal, financial, or tax advice. The Program Parties will not indemnify you against losses.

***Principal and Returns Not Guaranteed*. Neither your Contributions to a NEST Account nor any investment return earned on your Contributions is guaranteed. An investment in NEST is not a bank deposit. Investments in your NEST Account are not insured or guaranteed by the FDIC or any other government agency. Investments are not insured or guaranteed by the Program Parties, your Employer, or any other person or entity. You could lose money (including your Contributions) or not make any money by investing in NEST.**

Market and other Uncertainties. As with all investments, the overall market value of your NEST Account may exhibit volatility and could be subject to wide fluctuations in response to factors such as regulatory or legislative changes, worldwide political uncertainties, and general economic conditions, including inflation and unemployment rates. All of these factors are beyond the Program Parties' control and may cause the value of your NEST Account to decrease (realized or unrealized losses) regardless of our performance. A plan of regular investment cannot assure a profit or protect against a loss in a declining market. There is no assurance that any Investment Option will achieve its goals. For additional information on the risks that may affect Investment Option performance, see Investment Options section above.

General Investment Option Risk. An Investment Option's risk and potential return are a function of the Investment Option's relative weightings of stock, bond, and money market investments, among other factors. Certain Investment Options carry more and/or different risks than others. In general, the greater an Investment Option's exposure to stock investments, the higher the risk will be (especially short-term volatility). The more exposure an Investment Option has to bond and money market investments, the lower its risk. There are also subcategories with various risk levels within the stock and bond categories. Developments that result in major disruptions to global economies and financial markets, such as pandemics, large scale acts of terrorism, and war, may magnify factors that affect an Investment Option's performance. Such disruptions could adversely affect investments and negatively impact the ability of the Investment Options and Underlying Investments to achieve their investment objectives. This could, in turn, have a significant adverse impact on the value and risk profile of your investment**.**

Suitability. The Program Parties make no representation regarding the suitability or appropriateness of the Program for your particular circumstances. If you are automatically enrolled in the Program and subject to the Default Investment Option Election, your NEST Account will be invested in the Default Investment Option under the Program, as selected by the Board. Other types of investments may be more appropriate depending upon your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and other factors you determine to be important.
Likewise, the fact that you are permitted, in your discretion, to make Custom Elections does not constitute a representation by the Program Parties regarding the suitability or appropriateness of the Custom Elections for your particular circumstances. Each of the Investment Options has its own associated risks. If you have questions about participation in the Program, you should consult your legal, financial or tax advisor based on your individual situation. There are other retirement savings vehicles available. These other options may have different features and tax advantages and other fee or expense consequences including, for example, different investment options and account

owner control. You may wish to consider these alternatives with your tax or investment advisor prior to setting up your NEST Account.

IRA Eligibility and Contribution Limits. Contributions under the Program are made to a Roth IRA. Your eligibility to contribute to a Roth IRA may be affected by your income and by whether you are married, and, if you are married and file a joint tax return, by your spouse's income, or by disability or income-related benefits. You will have 5% of your Compensation withheld and contributed to a NEST Account established on your behalf. The Contribution Rate may increase by 1% in January of each year until a maximum of 10% of your Compensation is reached if you do not opt out or elect a different contribution percentage. You are responsible for determining your Roth IRA eligibility. You also can opt out of contributing to your NEST Account. If you do nothing and are ineligible for a Roth IRA, you may be subject to income taxes on the earnings and to tax penalties on the balance of your NEST Account in each year that the amount remains in the IRA. Generally, you have until the date your federal income tax return (including extensions) is due to correct an ineligible IRA Contribution. For more details, see the ***Custodial Account Agreement, Disclosure Statement and Financial Disclosure***.

Tax Considerations Generally; Income Tax on Earnings. The federal and state tax consequences associated with taking an IRA distribution can be complex. Therefore, you should consult a tax advisor regarding the application of tax laws to your particular circumstances. For example, federal and state income taxes will be imposed on the earnings portion of Roth IRA nonqualified distributions. Additionally, the early distribution penalties may apply to any portion of a nonqualified distribution that is not a return of Contributions. For more details, see the ***Custodial Account Agreement, Disclosure Statement and Financial Disclosure***.

Cybersecurity Risk. The Program relies significantly upon the computer systems of its service providers. Therefore, the Program could be susceptible to operational and information security risks resulting from cyber threats and cyber-attacks which may adversely affect your Account and cause it to lose value. For example, cyber threats and cyber-attacks may interfere with your ability to access your Account, make Contributions or exchanges, or request and receive distributions; they may also impede trading and/or impact the ability to calculate net asset values. Cybersecurity risks include security or privacy incidents, such as human error, unauthorized release, theft, misuse, corruption, and destruction of Account data maintained online or digitally by the Program. Cybersecurity risks also include denial of service, viruses, malware, hacking, bugs, security vulnerabilities in software, attacks on technology operations, and other disruptions that could impede the Program's ability to maintain routine operations. Although the Program's service providers undertake efforts to protect their computer systems from cyber threats and cyber-attacks, which include internal processes and technological defenses that are preventative in nature, and other controls designed to provide a multi-layered security posture, there are no guarantees of any kind that the Program or your Account will avoid losses due to cyber-attacks or cyber threats.

Potential Changes to the Program. You will be given notice in the event that the Board makes material changes to the Program or the Investment Options. In the event of unforeseen circumstances, notice will be given as soon as reasonably practicable. Such changes could include, without limitation:

- A change in the Program's Fees;
- Addition or removal of an Investment Option;
- Merger, change, addition or removal of Underlying Investments within the Investment Options;
- The closure of an Investment Option to new investors; or
- A change in the Program Administrator or an Investment Manager

If changes are made to the Underlying Investment in an Investment Option, the assets in the Investment Option may be reinvested in a different Underlying Investment. The policies, objectives, and risks of the Underlying Investments may also change from time to time without prior notice. Certain Underlying Investments may invest in index funds. Such Underlying Investments reserve the right to substitute a different index for the index that it currently tracks. This could happen if the current index is discontinued, if the index fund's agreement with the sponsor of its current index is terminated, or for any other reason determined in good faith by the index fund's board of trustees. In any such instance, a substitute index would measure substantially the same market segment (e.g. large-, mid-, or small- capitalization) as the current index.

Termination of the Program. If the Program is terminated, you will receive written notice informing you of your options. Your choices may include: keeping your assets at the IRA Custodian (in which case the Investment Options under the Program may no longer be available and you may need to choose different investments), transferring or rolling over your NEST Account to another eligible IRA with a different financial organization (in which case the Investment Options under the Program may no longer be available and you may need to choose different investments), or taking a distribution from your IRA. If the Program is terminated, we encourage you to consult a qualified tax or financial advisor concerning the appropriateness and potential tax ramifications of each of your options.

Effect of Future Law Changes. It is possible that future changes in federal or state laws or regulations or judicial or interpretive rulings could adversely affect the terms and conditions of the Program or the value of your NEST Account, including retroactive effects. Such potential changes include any changes to or revocation of the Act, the Program rules, policies or procedures or changes to the laws, regulations or guidance relating to Roth IRAs or Traditional IRAs, as applicable.

Securities Laws. Units in the portfolios held by the NEST Accounts are considered municipal fund securities. The Units will not be registered as securities with the Securities and Exchange Commission (the "SEC") or any state securities regulator. In addition, neither the portfolios nor the Investment Options will be registered as investment companies under the Investment Company Act of 1940. Neither the SEC, the Municipal Securities Rulemaking Board, nor any state securities commission has approved or disapproved the Units, or passed upon the adequacy of this Program Description.

Account Security Risks. Accounts in this program are not savings accounts, demand deposit accounts, or any other type of accounts for purposes of the Electronic Funds Transfer Act, 15 U.S.C. §§ 1693 et seq., Regulation E, 12 CFR Part 1005, et. seq., the Consumer Financial Protection Act, the federal or any state Uniform Commercial Code or any similar state, federal or local consumer protection law ("Consumer Protection Laws"). Withdrawals or other distributions from your account with the program are also not electronic fund transfers within the meaning of Consumer Protection Laws. It is solely your responsibility to protect your account, which includes but is not limited to, safeguarding your Account credentials, diligently monitoring all transactions in it, and protecting the security of your email account associated with your program account. The program offers multi-factor authentication. You should use it as one way, but not the only way, to minimize the risk of unauthorized transactions in your account. You are also solely responsible for updating your program account with your current contact information and keeping your account profile current at all times while you participate in the program. If you notice a transaction in your account that you did not make or authorize, it is your sole responsibility to contact us immediately at (833) 856-4171. Any delay or failure in reporting any unauthorized transactions could affect the ability to recover funds from any unauthorized transaction and could result in a partial or total loss of your account. The Program Parties will not be responsible for any losses that are caused in whole or in part by your failure, delay, or negligence in monitoring or protecting your account or timely reporting any potential unauthorized transactions to us.

Force Majeure Events. Circumstances beyond the reasonable control of any of the Program Parties, including but not limited to, general economic conditions such as inflation or stagflation, the imposition of tariffs or other restrictions on global trade, or a decrease in overall economic activity leading to a recession; embargoes; suspensions of trading; strikes; lockouts or other labor disturbances; disruptions of supply chains; cyber-attacks; power or other mechanical failures; loss or malfunction of utilities or communications services; delays or stoppage of postal or courier services; delays in or stoppages of transportation; the action or inaction of governments, including regulatory or legislative changes; worldwide political uncertainties; acts of civil or military authority; war or acts of war (whether war is declared or not); terrorism or threats of terrorism insurrections; riots; civil unrest, revolutions; acts of God; accidents; environmental disasters; natural disasters or events; fires; floods; volcanoes; tornados; earthquakes; hurricanes; explosions; lightning; public health crises (such as epidemics and pandemics); and quarantines.

INVESTMENT PERFORMANCE

The performance of the Investment Options will differ from the performance of the Underlying Investments in which the assets of the Investment Option are invested due to the assessment of Program fees against the assets in each Investment Option and the reinvestment of dividends and capital gains into the Investment Options. Additionally, each Investment Option will have a higher expense ratio than the weighted expense ratio of its Underlying Investments because of the Program Administration Fee charged to the Investment Option. Moreover, the Account Fee will be deducted from the value of your Account. However, your investment in the Investment Options through your Account may receive certain tax benefits, including tax-free withdrawals of earnings on certain qualified distributions. Investment Option performance may also be affected by cash flows into and out of the Investment Options from the Program; typically, the purchases of Underlying Investment shares are made one Business Day after the date funds are contributed to the Program and allocated to an Investment Option. Depending on market conditions, the collective impact of these differences may cause the performance of an Investment Option to trail the weighted average returns of the Underlying Investments to which the assets are allocated. Investment returns and principal value will fluctuate—your Account may be worth more or less than the original amount of your Contribution. Current performance may be lower or higher than the performance data cited. The following table shows how the performance of the Investment Options has varied over the periods listed. The performance data includes each Investment Option's total annualized asset-based fee, but does not include the Account Fee or other charges that may be associated with an investment in the Program. See ***Fees and Expenses***. For up-to-date price and performance information on the Investment Options, go to https://nest.nv.gov/savers/price-and-performance or call (833) 854-1871.

AVERAGE ANNUAL TOTAL RETURNS
(as of March 31st, 2025)

	1 Year	3 Years	5 Years	Since Inception	Inception Date
Target Retirement Date Option	6.13%	-	-	7.80%	11/15/22
Target Retirement 2025 Option	6.26%	-	-	9.34%	11/15/22
Target Retirement 2030 Option	6.12%	-	-	10.47%	11/15/22
Target Retirement 2035 Option	5.75%	-	-	10.93%	11/15/22
Target Retirement 2040 Option	5.71%	-	-	11.44%	11/15/22
Target Retirement 2045 Option	5.64%	-	-	11.84%	11/15/22
Target Retirement 2050 Option	5.60%	-	-	12.21%	11/15/22
Target Retirement 2055 Option	5.56%	-	-	12.25%	11/15/22
Target Retirement 2060 Option	5.60%	-	-	12.24%	11/15/22
Target Retirement 2065 Option	5.50%	-	-	12.16%	11/15/22
Target Retirement 2070 Option	5.52%	-	-	12.18%	11/15/22
Capital Preservation Option	4.75%	-	-	4.67%	11/15/22
Fixed Income Option	4.73%	-	-	-0.76%	11/15/22
International Equity Option	6.72%	-	-	8.80%	11/15/22
U.S Equity Option	-	-	-	-	2/19/25

PRIVACY POLICY

Confidentiality of Account Information. Individual Account information, including but not limited to names, addresses, telephone numbers, personal identification information, amounts contributed and earnings on amounts contributed, is confidential and must be maintained as confidential:

- except to the extent necessary to administer the Program in a manner consistent with applicable law, including the Act, the laws of Nevada and the Code; or

- unless the person who provides the information or is the subject of the information expressly agrees in writing that the information may be disclosed.

The Board may disclose your Account information to persons or entities to the extent authorized by you in a written signed release provided to the Board. For purposes of this paragraph, “Account information” includes without limitation information pertaining to (i) your IRA account, (ii) Beneficiary designations, (iii) distributions, or (iv) similar information. A written authorization to release information is valid until the earlier of (a) the date you provide the Board with a signed revocation of such authorization or (b) the end date, if any, specified in the original authorization. As part of Program administration, the Board may disclose your Account information as required by a valid and applicable subpoena or court or other governmental order.

The Board may disclose information that it is required to disclose under the Nevada Public Records Act or other applicable law. The Board may also disclose anonymized data which does not include information that is identifiable to an individual employee or employer for purposes of research associated with the Program. The Board may disclose Account Information to the Program Administrator, the providers of investments for the Program, regulatory agencies to the extent disclosure is required by law, and to other persons or entities to the extent the Board determines disclosure is necessary or appropriate to administer the Program.

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT
(Under section 408A of the Internal Revenue Code - Form 5305-RA (Revised April 2017)

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. The Depositor whose name appears in the accompanying Application is establishing a Roth IRA under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries. The Custodian has given the Depositor the disclosure statement required under Regulations section 1.408-6. The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to $6,500 per year for tax years 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of- living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to $0 for higher income levels. For a depositor who is single or treated as a single, the annual contribution is phased out between adjusted gross income (AGI) of $118,000 and $133,000; for a married depositor filing jointly, between AGI of $186,000 and $196,000; and for a married depositor filing separately, between AGI of $0 and $10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the $0 to $10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

ARTICLE III

The depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below:
   (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.
   (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a) (9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting one from the divisor for each subsequent year.
3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

ARTICLE VI

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE IX

1. References in this agreement to:
   - "Custodian," "we," "us," or "our" mean BNY Mellon Investment Servicing Trust Company
   - "Depositor", "participant", "you" or "your" mean the owner of the IRA Account
   - "Program" or "Sponsor" mean the state sponsored IRA program under which your IRA is being established.
   - "State Administrator" or "Administrator" mean the state entity responsible for developing and implementing the Program under the Program rules.
   - "Program Manager" means Vestwell State Savings, LLC.
   - "Program Description" means the document that contains the Program rules, investment information, and any applicable fees.
   - "Code" means the Internal Revenue Code.
   - "Regulations" means the U.S. Treasury Regulations.
2. **Investment of Amounts in the Roth IRA –** You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. All funds in the IRA Account (including earnings) shall be invested in accordance with your directions and in compliance with this Agreement. You may only invest your Roth IRA assets in those investment options that are offered under the Program. If you do not timely provide us with directions to invest your Roth IRA assets, you will be defaulted into the default investment option under the Program.

   After your death, your beneficiaries will have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this Agreement. All transactions will be subject to any and all restrictions or limitations in the Program Description and this Agreement. We have no discretion to direct any investment in your Roth IRA, and no responsibility to provide you with investment advice with respect to your Roth IRA. Also, we will not offer opinions or judgments regarding the value or suitability of any investment option for your Roth IRA.

   In the event an allowable investment under the Program closes, or the allowable investments under the Program are modified, you will be given prior notice and an opportunity to reallocate your investments to other available investments under the Program. Please see the Program Description for further details regarding changes in investment options under the Program, changes in Program fees, etc.

   The Custodian may receive indirect compensation for the trustee (or custodial) services that it provides to Roth IRA. This compensation, known as "float" income, is paid by the financial organization at which the Custodian maintains "clearing accounts" or by the investments in which the Custodian invests in such clearing accounts. Float income may arise from interest that is earned on Roth IRA contributions or distributions during the time that these assets are held by the Custodian in clearing accounts but are not invested in an investment option. For example, if you request a distribution and receive the distribution check but do not cash it for several days, some interest may be earned while your funds remain in the clearing account. These clearing accounts generally earn interest at a rate between the money market rate and that of U.S. Treasury Notes. The interest paid on each of these transactions is typically small, and it is likely to represent a minor portion of the overall compensation received by the Custodian. By maintaining a Roth IRA, you acknowledge that float income may be retained by Custodian.

3. We may hold all assets in accounts registered to us or our nominee. You shall be the beneficial owner of all assets held in the custodial account notwithstanding such registration.

4. You have the right by written notice to us (i) to designate one or more beneficiaries to receive any benefit to which you may be entitled in the event of your death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by us. If no such designation is in effect at the time of your death, or if all designated beneficiaries have predeceased you, your surviving spouse shall become your beneficiary or, if you do not have a surviving spouse at the time of your death or you are unmarried, your beneficiary(ies) shall be determined by the following sequence:

   (a) Your issue per stirpes shall be your beneficiary(ies); if no issue survives you, then;

   (b) Your parents in equal shares shall be your beneficiary(ies); if no parent survives you, then;

   (c) Your estate shall be your beneficiary.

   The Custodian may accept and conclusively rely on written instructions provided in good order by the executor of your estate with regard to the identification of your beneficiary(ies) and the allocations to your beneficiary(ies) without further investigation or inquiry.

5. We shall have the right to receive rollover and conversion contributions as allowed under Code Section 408A. However, it is your responsibility to ensure that such rollovers and conversions are eligible to be contributed to this Roth IRA. We reserve the right to refuse to accept any property or contribution which is not in the form of cash. Any amounts received by us under this paragraph shall be accompanied by such records and other documents as we deem necessary to establish the nature, value, and extent of the assets and of the various interests therein.

6. We shall transfer the assets held under this Agreement to you or to a successor Roth IRA, reduced by any amounts referred to in paragraph 8 of this Article IX, upon written direction by you (or your authorized agent). Any amounts transferred by us under this paragraph shall be accompanied by such records and other documents as we deem necessary to establish the nature, value, and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, you hereby irrevocably delegate to us the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consent to such amendments, provided they shall comply with all applicable provisions of the Code, and Regulations and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address we have on record for you.

8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising there from, any transfer taxes incurred, all other administrative expenses incurred may be paid by you and, unless so paid within such time period as we may establish, shall be paid from your custodial account.

9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.

10. We may rely upon any statement by you (or your authorized agent, or your beneficiary if you are deceased) when taking any action or determining any fact or question which may arise under this Agreement. You hereby agree that we, the State Administrator, the Program Manager, any issuer, depository or other person or entity associated with any asset held at any time in the custodial account will not be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. You assume sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.

11. No distributions are required to be taken from your Roth IRA during your lifetime. If you desire to take distributions from your Roth IRA, such distributions shall be made in accordance with instructions from you (or your authorized agent, or your beneficiary if you are deceased). We shall make distributions out of the custodial account in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article IX, paragraph 8). An IRA distribution form is available from us and may be obtained and used to request distributions from your Roth IRA. We assume (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution.

    Prior to making any such distribution from the custodial account, we shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by us, but we shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and we assume no duty of further inquiry. Upon receipt of proper instructions as required above, we shall cause the assets of the custodial account to be distributed as specified in such instructions.

12. We are authorized to hire agents to perform certain duties under this Agreement.

13. This Agreement shall terminate coincident with the complete distribution of the assets of your account.

14. All notices to be given by us to you shall be deemed to have been given when mailed to the address we have on record for you.

15. Neither the Custodian, the State Administrator, the Program Manager, any issuer, depository or other person or entity associated with any asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to you or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.

16. In addition to the reports required by paragraph (2) of Article VI, we shall periodically mail to you an account of all transactions affecting the custodial account during the relevant period, and a statement showing the balance in the custodial account as of the end of such period. If, within 30 days after such mailing, you have not given us written notice of any exception or objection to the account statement, you shall be deemed to have approved the account statement and, in such case or upon your written approval, we, the State Administrator and the Program Manager shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

17. In performing the duties conferred upon us by you hereunder, we shall act as your agent. The parties do not intend to confer any fiduciary duties on the Custodian, and none shall be implied. Neither we, nor the State Administrator, the Program Manager, any issuer, depository or other person or entity associated with assets shall be liable (and none assumes any responsibility) for the collection of contributions or the propriety of any contribution under this Agreement, the selection of any investment option for this custodial account, or the purpose or propriety of any distribution made, which matters are your or your beneficiary's sole responsibility, as the case may be. You agree that you will not direct us to engage in any prohibited transactions (as defined in Code Section 4975) with respect to the custodial account.

18. You and any of your successors, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold us, the State Administrator, the Program Manager, and any issuer, depository or other person or entity associated with the assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, gross negligence, nonfeasance, or willful misconduct.

19. We shall be responsible solely for the performance of those duties expressly assigned to us in this Agreement and by operation of law. In determining the taxable amount of a distribution, you shall rely only on your federal tax records, and we shall not withhold federal income tax from any distribution from the custodial account unless you elect to have federal income tax withheld. Except to the extent superseded by Federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Nevada and all contributions shall be deemed made in Nevada.

20. In the event the assets in the custodial account are liquidated for any reason or under any circumstances and we do not receive timely instructions designating what we should do with the proceeds of such liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account and successors and representatives of the Owner, including beneficiaries, heirs, executors, and administrators, or other proper persons or entities ("Owner"), or we receive instructions but the instructions are not in good order, the Owner expressly directs and authorizes us to take "Any Reasonable Course Of Conduct". "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that we determine to be reasonable under the circumstances -- this course of conduct may include, but is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, (ii) distributing Proceeds to persons that we reasonably determine to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of us or other depository and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate us to resign before taking any course of conduct, including any described in clauses (i) through (iii).

    In the event the Program Management Agreement between and among us, the State Administrator and the Program Manager terminates and a successor custodian does not take custody of the account in connection with or following such termination, we, after not less than 30 days' notice to the Owner or such other persons as we reasonably determine to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to assets in the custodial account, or any Proceeds, and (ii) may reset custodial fees charged to and owed by the account owner to us to an amount equal to the costs of maintaining the account.

We are authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct by utilizing the assets or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset our administrative costs under any of the above described circumstances not otherwise recovered, we shall be entitled to retain for our own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including "float", bank service credits or overnight investment earnings.

We, the State Administrator and the Program Manager shall not be liable for any action taken in reliance on this section 20, unless such liability is required by the Code or Regulations, and the Owner expressly waives and releases us, the State Administrator and the Program Manager from all such liability. Without limiting the generality of the foregoing, in the event we make a distribution from the account to the person(s) we reasonably determine to be entitled to account distributions, the Owner and such person(s) shall bear sole responsibility for any taxes, fines, assessments, penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

This section 20 shall not be interpreted so as to impose any duty of any nature on us if any one or more of the events described in this section 20 occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section 20 to provide us with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes us to escheat to appropriate jurisdictions in accordance with applicable abandoned property any assets in the custodial account, or any Proceeds, and to the extent any of the foregoing consists of anything other than cash, we may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a liquidation of such non-cash asset, property or Proceeds.

The account owner acknowledges and accepts the risks of owning the account as described in this section 20, including the investment risks and tax consequences of our taking Any Reasonable Course of Conduct.

21. Notwithstanding any other provision of this Agreement, specifically including but not limited to paragraph 3 of Article V, a spouse beneficiary shall have available all death benefits options available under current Code Section 408(a) even if the spouse is not the sole beneficiary.

GENERAL INSTRUCTIONS

PURPOSE OF FORM – Form 5305-RA is a model custodial account agreement that meets the requirements of Code Section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. This account must be created in the United States for the exclusive benefit of the Depositor and his or her beneficiaries. Do not file Form 5305-RA with the IRS. Instead, **keep it with your records**. For more information on IRAs, including the required disclosures the Custodian must give the Depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements, and **Pub. 590-B**, Distributions from Individual Retirement Arrangements.

Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the Depositor's gross income; and distributions after five years that are made when the Depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to $10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the Custodian must give the Depositor, see Pub. 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, and Pub. 590-B, *Distributions from Individual Retirement Arrangements (IRAs).*

DEFINITIONS

Custodian – The custodian must be a bank or savings and loan association, as defined in Code Section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor – The depositor is the person who establishes the custodial account.

Identifying Number - The Depositor's social security number will serve as the identification number of his or her Roth IRA. An employer identification number (EIN) is required only for a Roth IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for Roth IRAs.

SPECIFIC INSTRUCTIONS

Article I – The Depositor may be subject to a six percent (6%) tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, (2) the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the Depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V – This Article describes how distributions will be made from the Roth IRA after the Depositor's death. Elections made pursuant to this Article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph three of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary and not the owner, an overriding provision should be added to Article IX.

Article IX – Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the Agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc. Attach additional pages if necessary.

BNY MELLON INVESTMENT SERVICING TRUST COMPANY Supplement to the Roth Individual Retirement Account (IRA) Disclosure Statement for Tax Year 2025

2025 Contribution Limits for ROTH IRA – The maximum allowable contribution to your IRAs (deductible, non-deductible, and Roth) for the tax year is the lesser of (a) $7,000 or (b) 100% of your earned income. For those who have attained or will attain the age of 50 before the close of the taxable year, the annual IRA contribution limit is increased by $1,000 (total of $8,000 for 2025). You may wish to refer to *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or refer to the IRS website at www.irs.gov for eligibility requirements and contribution restrictions.

2025 ROTH IRA Contribution Eligibility - For 2025, your Roth IRA contribution limit is reduced (phased out) based on your modified Adjusted Gross Income ("AGI") as follows:

TAX YEAR 2025	Full contribution if modified AGI is:	Partial contribution if modified AGI is:	No contribution if AGI is:
Married - filing jointly or Qualified Widow(er)	$236,000 or less	More than $236,000 but less than $246,000	$246,000 or more
Married - filing separately and you lived with your spouse at any time during the year	N/A	less than $10,000	$10,000 or more
Single, Head of Household or Married - filing separately and you did not live with your spouse at any time during the year	Less than $150,000	At least $150,000 but less than $165,000	$165,000 or more

These limits may be adjusted from time to time by the IRS; please refer to *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or refer to the IRS website at www.irs.gov for current year limits

Qualified Charitable Distributions allowed for 2025: an annual distribution of up to $108,000 and a one-time distribution of up to $54,000 to certain split-interest entities are allowed for owners age 70 ½ or over.

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

References to the "Custodian" mean BNY Mellon Investment Servicing Trust Company.

The following information is the disclosure statement required by federal tax regulations. You should read this Disclosure Statement; the Custodial Account Agreement and the Program Description for information on the investment option(s) for your Roth IRA Contributions. You have opened a Roth IRA, which is an account for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The rules governing IRAs are subject to change. You should consult *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* and *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or refer to the IRS website at www.irs.gov for updated rules and requirements. Please note this is general information only and may include options not available within this program.

The following requirements apply to your Roth IRA:

1. Contributions, transfers, and rollovers may be made only in "cash" by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. Contributions can continue to be made to a Roth IRA at any age as long as the requirements of earned income are met, provided you receive compensation for such taxable year.
   - Maximum Contributions: The maximum allowable contribution to your IRAs (deductible, non-deductible and Roth) for each tax year is the lesser of
     - the contribution limit for the given tax year* or
     - 100% of your earned income.
   - For those who have attained the age of 50 before the close of the taxable year, the annual IRA contribution limit increases by $1,000 known as a “catch-up contribution”.
   - Any contribution made to your IRA will be treated as a contribution for the year it is received with the exception of contributions that are not from payroll direct deposit through your employer that you send directly to us between January 1 and the April 15 postmark deadline that you have identified as a contribution for the prior year.
   - Contribution limits may be subject to IRS cost-of-living adjustments.
   - There is a phase-out of eligibility to make a Roth IRA contribution if your adjusted gross income is above certain levels. These limits may be adjusted from time to time by the IRS*.

   *Please refer to the attached **Supplement to the Roth Individual Retirement Account (IRA) Disclosure Statement** or consult *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* or a qualified tax professional for more information about eligibility requirements and contribution restrictions.
7. There are no mandatory withdrawals during your lifetime.
   - However, your beneficiaries generally are required to take distributions from your Roth IRA after your death. See the section titled Beneficiary Distributions in this disclosure statement regarding required minimum distributions for beneficiaries.

Compensation – Includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and “earned income” in the case of self-employment, payments made to individuals pursuing graduate or post-doctoral study or research and Difficulty of Care Payments.

Tax Refund Direct Deposit IRA Contributions – Taxpayers who qualify for a tax refund may elect to directly deposit their refund into their IRA account. The amount of the refund deposited to your IRA cannot exceed annual IRA limits as set forth by the IRS. You must contact the Custodian in advance of completing IRS Form 8888 to obtain the proper routing instructions. All tax refund contributions will be recorded as current year contributions for the year received.

Revocation of Your IRA – You have the right to revoke your IRA and receive the entire amount of your initial investment by notifying the Custodian in writing within seven (7) days of establishing your IRA (account open date). If you revoke your IRA within seven days, you are entitled to a return of the entire amount contributed, without adjustment for such items as sales commissions, administrative expenses, or fluctuations in market value. If you decide to revoke your IRA, notice should be delivered or mailed to the address listed in the application instructions. This notice should be signed by you and include the following:

1. The date.
2. A statement that you elect to revoke your IRA.
3. Your IRA account number.
4. The date your IRA was established.
5. Your signature and your name printed or typed.

Mailed notice will be deemed given on the date that it is postmarked, if it is properly addressed and deposited either in the United States mail, first class postage prepaid, or with an IRS approved overnight service. This means that when you mail your notice, it must be postmarked on or before the seventh day after your IRA was opened. A revoked IRA will be reported to the IRS and the Depositor on *IRS Forms 1099-R Distributions from Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc. and IRS Form 5498 IRA Contribution Information*.

IMPORTANT INFORMATION FOR TAX PURPOSES – Please note this is general information only and may include options not available within this program.

Roth IRA Contributions Not Deductible – Your contribution to a Roth IRA is not deductible on your federal income tax return**.**

Saver’s Tax Credit – The Saver’s Tax Credit rewards low to moderate income taxpayers who contribute toward their retirement savings with a non-refundable dollar for dollar tax credit that could reduce their federal income tax liability. Eligibility to participate in the Program is based on your filing status and adjusted gross income. For more information about the Saver’s Credit, check the IRS website www.irs.gov under the term “Retirement Savings Contributions Credit” or “Saver’s Credit”.

Excess Contributions – An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute. Excess contributions may be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. Please see below for information about correcting an excess contribution. Please review *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* for more information on the tax consequences of excess contributions and speak with a qualified tax professional if you have additional questions about your circumstances.

1) **Removal of Excess Contributions Before Your Federal Income Tax Filing Deadline**. If you request a return of an excess contribution prior to your federal income tax filing deadline (including extensions) we will calculate the net income attributable to that excess contribution (Net Income Attributable or "NIA") using the method provided in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual gains and losses of the Roth IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution. Excess contributions (plus or minus the NIA) distributed by your federal income tax return filing deadline (including extensions) will be considered corrected, thus avoiding the 6% excess contribution penalty. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made.
2) **Removal of Excess Contributions After Your Tax Filing Deadline**. If you request a return of an excess contribution after your federal income tax return filing deadline (including extensions) we will remove only the amount of the excess contribution. The non-deductible excise tax of 6% will be imposed on the excess contribution for each year it remains in the Roth IRA. An excess withdrawal under this method is not taxable to you and the NIA is not calculated or distributed.
3) **Carry Forward of Excess Contributions to a Subsequent Year**. Excess contributions that are not withdrawn from your Roth IRA may be carried forward and applied as a contribution for a subsequent tax year. Provided you are eligible to contribute to a Roth IRA and not have otherwise made your maximum IRA contribution for the subsequent year you would report the amount of the excess you are applying as a contribution for the subsequent year on your federal tax return. The excise tax of 6% will be imposed on any excess amounts for each year that the excess amount remains as an excess contribution at the end of the year.

   You must file *IRS Form 5329 Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts* along with your income tax return to report and remit any additional taxes to the IRS.

Tax-Deferred Earnings – The investment earnings you earn in your Roth IRA are not subject to federal income tax. See below for taxation of ROTH IRA distributions.

Taxation of Roth IRA Distributions – A distribution from a Roth IRA which consists of the return of your contributions is not subject to federal income tax. Roth IRA distributions that include earnings may be subject to federal income tax if the distribution is not a qualified distribution. General information on Roth IRA distributions is provided below, you may wish to review *IRS Publication 590-B*, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. Our customer service representatives are not able to provide tax advice, if you have questions about whether a distribution includes any amount subject to federal income please speak with a qualified tax professional.

Qualified Distributions – Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A distribution is qualified only if it is made after the expiration of the five (5) year period beginning January 1 of the first year for which you made a contribution to any Roth IRA[1] (a distribution which includes amounts converted from a traditional IRA or pretax contributions rolled over from a qualified plan is subject to a separate five (5) year period if the conversion or rollover is not the first contribution made to any of your Roth IRAs), and in addition at the time of the distribution at least one of the following must apply:

- you have attained age 59½, or
- it is used toward the expenses of a first-time home purchase subject to a lifetime limit of $10,000, or
- made because you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code) or
- made to your beneficiary due to your death.

[1] If your first contribution to a Roth IRA is made for the 2020 tax year, the five-year period is satisfied as of January 1, 2025.

Please be aware we do not report a Qualified Distribution on form 1099 R if your Roth IRA with the program has been opened for less than five (5) years, however if you have satisfied the five (5) year period you may report it as a Qualified Distribution by filing IRS Form 5329 along with your income tax return to the IRS. Distribution for expenses of a first-time home purchase are not reported as a Qualified Distribution by your Roth IRA custodian, you are required to file IRS Form 5329 along with your income tax return to the IRS to report it as a Qualified Distribution.

Nonqualified Distributions – If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA may be subject to federal income tax and, if you are under age 59½, it may also be subject to a 10% early distribution penalty tax. When you take a Nonqualified distribution for federal income tax purposes your distribution will be treated as coming from the following on a first-in, first-out basis;

- Contributions,
- Military death gratuity or Servicemembers' Group Life Insurance (SGLI) payments that you rolled over to a Roth IRA
- Conversion contributions and employer-sponsored retirement plan rollovers
- Earnings

Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions, rollovers of your military death gratuity or SGLI payments, and your conversions and employer-sponsored retirement plan rollovers made to any Roth IRA.

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution

1. **Death -** After your death, distributions made to your beneficiary.
2. **Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
3. **Substantially equal periodic payments** – You are not subject to the additional 10% early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.[1]
4. **Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.[1]
5. **Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Roth IRA to pay for health insurance premiums.[1]
6. **Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.[1]
7. **First-time homebuyer** – You may take payments from your Roth IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of $10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.[1]
8. **IRS levy** – Payments from your Roth IRA made to the U.S. government in response to a federal tax levy.
9. **Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Roth IRA during the active duty period.[1]
10. **Qualified birth or adoption** – Payments from your Roth IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed $5,000 for each birth or adoption.[1]
11. **Terminal illness distributions** - An exception to the 10% early withdrawal penalty for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months. [1]
12. **Participants impacted by a federally declared disaster** - May distribute up to $22,000 per disaster exempt from the 10% early distribution penalty.[1]
13. **Distributions for victims of domestic abuse** – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of $10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.[1]
14. **Distributions for certain emergency expenses** – a distribution of up to $1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.[1]

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

[1] We do not report distributions for these exceptions on IRS Form 1099-R as exempt from the early distribution penalty, you must file IRS Form 5329 along with your income tax return to the IRS to claim a penalty tax exception for this reason

The above is general information on Roth IRA distributions you may wish to review *IRS Publication 590-B*, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. Our customer service representatives cannot provide tax advice, if you have questions about whether a distribution includes any amount subject to federal income or the 10% early distribution tax please speak with a qualified tax professional.

Income Tax Withholding – The Custodian shall not withhold federal income tax from any distribution from the custodial account unless you elect to have federal income tax withheld. You may request withholding at any rate from 1% to 100%. Your elected withholding rate will be applied to the full amount of your distribution unless the distribution is a return of excess contributions. Withholding may only be applied to the portion of the distribution representing earnings attributable to the excess contributions

State income tax withholding may also apply to distributions from your Roth IRA account, the rules for state tax withholding vary from state to state, if you have questions about the rules in your state, please contact your tax advisor or your state's tax authority for information about your state's income tax withholding requirements. Where required by state law the Custodian will withhold state taxes, typically state withholding, if required by your state would only be taken when federal income tax is withheld however states may require withholding on a full distribution regardless of whether federal tax is withheld. If your state allows you may elect to have state tax withheld when it is not required. Please note our representatives are not tax advisors and are unable to determine the amount of state taxes that will be withheld prior to your distribution, you may contact us the next business day following a distribution to confirm the actual amount of withholding that was applied.

State Unclaimed Property Law Disclosure – The assets in your custodial account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

Filing with The IRS – Contributions to your IRA must be reported on your tax return (Form 1040 or 1040A) for the taxable year contributed. If you are subject to any of the federal penalty taxes due to excess contributions, premature distributions, or missed required minimum distributions, you must file *IRS Form 5329 Additional Taxes on Qualified Plans (including IRAs) and Other Tax-Favored Accounts.)*

RECHARACTERIZING IRA CONTRIBUTIONS – Recharacterizing is an election to treat a contribution made to a Roth IRA as having been made to a traditional IRA or a contribution made to a traditional IRA as having been made to a Roth IRA. Recharacterizing is done by moving the contribution, along with any Net Income Attributed (NIA) to the contribution from the first IRA to the second IRA. A Recharacterization request must be made in writing and received by us in good order no later than the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made. Please be aware that recharacterization of a contribution is irrevocable. A recharacterized contribution is reported as a distribution from the first IRA (IRS Form 1099-R) and as a recharacterization contribution to the second IRA (*IRS Form 5498 IRA Contribution Information*.) for the tax year in which the recharacterization occurs. **Important note:** Under the Nevada NEST Program an election to recharacterize your contributions is also an election to have all future payroll deduction contributions invested in the second IRA. Please consult with a qualified tax professional prior to requesting a recharacterization to ensure you are eligible to recharacterize your IRA contributions.

CONVERTING TO A ROTH IRA – You may also “convert” all or a portion of your traditional, SEP or SIMPLE (after the required two-year holding period) IRA to a Roth IRA. You may not convert any portion of a required minimum distribution (RMD). A conversion is a type of distribution and is not tax-free. Distributions are taxable as ordinary income when received, except that the return of non-deducted contributions is not taxed. The 10% early distribution penalty tax does not apply to conversion amounts unless the conversion amount is distributed from a Roth IRA prior to five years from the date of the conversion. Your traditional IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your traditional IRA (IRS Form 1099-R) and a conversion contribution to your Roth IRA (*IRS Form 5498 IRA Contribution Information*). The rules regarding conversions to Roth IRAs are complex and you should consult a professional tax advisor prior to a conversion.

Conversions – “Conversion” is the term used to describe the movement of traditional IRA or SIMPLE IRA assets to a Roth IRA. For more information on rollover limitations, please refer to *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*,or refer to the IRS website at www.irs.gov.

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

a. **Traditional IRA-to-Roth IRA Conversions** – If you convert to a Roth IRA, the amount of the conversion from your traditional IRA to your Roth IRA will be treated as a distribution for income tax purposes and is includible in your gross income (except any nondeductible contributions). Although the conversion amount generally is included in income, the 10% early distribution penalty tax will not apply to conversions from a traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% early distribution penalty tax. If you are required to take a required minimum distribution for the year, you must take your required minimum distribution before converting your traditional IRA.
b. **SIMPLE IRA-to-Roth IRA Conversions** – You are eligible to convert all or any portion of your existing SIMPLE IRA to your Roth IRA, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. The amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes and is includible in your gross income. Although the conversion amount generally is included in income, the 10% early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10% early distribution penalty tax. If you are required to take a required minimum distribution for the year, you must take your required minimum distribution before converting your SIMPLE IRA.

ROLLOVERS –“Rollover” is a term used to describe a movement of cash or other property to your Roth IRA from another Roth IRA, or from your employer’s qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan. Your Roth IRA may be rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions, if all the applicable rollover or conversion rules are followed.

Restriction on Indirect (60-Day) Rollovers – An IRA owner is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, an IRA owner can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information, see *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* – “*Application of one-rollover-per-year limitation.”* Note: Conversions (defined above) done via a 60-day rollover from a traditional or SIMPLE IRA are not counted as a 60-day rollover for this limitation. Any rollover of a distribution from one IRA to another (or to the same IRA) must be completed within 60 days after the date of distribution.

Roth IRA-to-Roth IRA Rollovers – Assets distributed from your Roth IRA may be rolled over to the same Roth IRA or another Roth IRA of yours if the requirements of IRC Sec. 408(d)(3) are met. A proper Roth IRA-to-Roth IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. In the case of a distribution for a first-time homebuyer where there was a delay or cancellation of the purchase, the 60-day rollover period may be extended to 120 days. Roth IRA assets may not be rolled over to other types of IRAs (e.g., traditional IRA, SIMPLE IRA), or employer-sponsored retirement plans.

Rollover from a designated Roth contribution account under an employer-sponsored plan into a Roth IRA – Amounts attributable to a participant’s designated Roth contribution account under an employer’s 401(k) plan or 403(b) plan are eligible to roll over into a Roth IRA as either a direct rollover or a 60-day rollover. Once the amount is rolled over to a Roth IRA it may not be rolled back to an employer’s plan. The rules regarding designated Roth rollovers to Roth IRAs are complex and you should consult a tax advisor prior to initiating a designated Roth rollover.

Rollover from an employer sponsored retirement plan to a Roth IRA – You may roll over any eligible rollover distribution from an eligible employer-sponsored retirement plan to your Roth IRA. Eligible rollover distributions include distributions from the following: 1) qualified retirement plans, 2) 403(a) annuities, 3) 403(b) tax-sheltered annuities, 4) 457(b) eligible governmental deferred compensation plans, and 5) federal Thrift Savings Plans. But such distributions are not eligible rollover distributions if the distribution is any of the following: 1) required minimum distribution, 2) hardship distribution, 3) part of a certain series of substantially equal periodic payments, 4) corrective distributions of excess contributions, excess deferrals, excess annual additions and any income allocable to the excess, 5) deemed loan distribution, 6) dividends on employer securities, or 6) the cost of life insurance coverage.

Rollovers from an employer sponsored retirement plan to a Roth IRA may be direct or indirect. If you are executing an indirect rollover, your eligible rollover distribution must be rolled over to your Roth IRA within 60 days after you receive the distribution. For a plan loan offset due to plan termination or severance from employment, the rollover must be completed by your tax return due date (including extensions) for the year in which the offset occurs.

A spouse, non-spouse beneficiary, or trustee of an eligible trust named as the beneficiary of a deceased participant with an interest in a qualified employer-sponsored retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan may directly roll over inherited assets to an inherited Roth IRA, as permitted by the IRS. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements.

Although the rollover amount generally is included in income, the 10%early distribution penalty tax will not apply to rollovers from eligible employer-sponsored retirement plans to a Roth IRA or inherited Roth IRA, regardless of whether you qualify for any exceptions to the 10% early distribution penalty tax.

Beneficiary Rollovers From 401(k), 403(b), or 457(b) Eligible Governmental Plans Containing Roth Elective Deferrals – A spouse beneficiary, non-spouse beneficiary, or the trustee of an eligible type of trust named as beneficiary of a deceased participant who had made Roth elective deferrals to a 401(k) plan, 403(b) annuity, or 457(b) eligible governmental deferred compensation plan may directly roll over the Roth elective deferrals and their earnings to an inherited Roth IRA, as permitted by the IRS. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements.

Rollovers of Military Death Benefits – You may roll over a military death gratuity or a SGLI death payment to your Roth IRA. The rollover amount is the sum of the death payments, less any amounts rolled over to a Coverdell education savings account. The rollover must be executed within one year of receipt of the death payments for deaths occurring on or after June 17, 2008. These rollovers to a Roth IRA are nontaxable.

Qualified HSA Funding Distribution from Your Roth IRA – If you are eligible to contribute to a health savings account (HSA), you may be able to take a one-time tax-free qualified HSA funding distribution from your Roth IRA and directly deposit that distribution into your HSA. The amount of the Roth IRA distribution and corresponding deposit in your HSA may not exceed the annual limit on HSA contributions for your high deductible health plan coverage (i.e., single or family coverage) and the deposit counts toward your HSA contribution limit for that year. Please see *IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans* for more information.

Rollover of IRS Levy – If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your federal tax return filing deadline (not including extensions) for the year in which the money was returned.

Repayment of Qualified Birth or Adoption Distribution – If you take a qualified birth or adoption distribution from your Roth IRA, you may generally repay all or a portion of that distribution to your Roth IRA within three years of the distribution. Please see *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)*, by visiting www.irs.gov on the Internet.

Late Rollover Contributions – IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit), if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during an examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements you could be subject to additional income, income taxes and penalties. The IRA custodian is required to report all late rollover contribution deposits on *IRS Form 5498 IRA Contribution Information*. For more information and a list of qualifying events please visit the IRS's web site www.irs.gov using the search term "*Revenue Procedure 2020-46*".

Written Election – When making a rollover or conversion contribution, you must do so in writing and understand that is an irrevocable election, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, and we will treat the contribution as a rollover or conversion contribution.

Note: The rules regarding tax-free rollovers are complex and subject to frequent change; you should consult a professional tax advisor if you are considering a rollover.

Transfer Due to Divorce – If all or any part of your Roth IRA is awarded to your spouse or former spouse in a divorce or legal separation, the amount awarded will be treated as the spouse's or former spouse's Roth IRA. Upon receipt of a court approved divorce decree or written legal separation agreement, the Custodian may transfer the amount of the award to another Roth IRA of your spouse or former spouse). The amount of the transfer will not be considered a taxable distribution to you, but instead will be treated as a tax-free direct movement of cash and/or property from one Roth IRA to another.

BENEFICIARY DESIGNATIONS – In the event of your death, the balance of your custodial account shall be paid to the primary beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If none of the primary beneficiaries survive you, the balance of your account shall be paid to the contingent beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If you name multiple primary beneficiaries and a beneficiary does not survive you, such interest is terminated, and that percentage will be divided proportionately among the remaining primary beneficiaries. Similarly, unless you have specified otherwise, if no primary beneficiary survives you and you have named multiple contingent beneficiaries and a beneficiary does not survive you, such interest is terminated, and that percentage will be divided proportionately among the remaining contingent beneficiaries.

You may change your beneficiaries at any time by giving written notice to the Custodian. If you do not designate a beneficiary, or if all designated beneficiaries predecease you, your surviving spouse will become the beneficiary of your Roth IRA. If you do not have a surviving spouse at the time of your death, or if you are unmarried, your beneficiary(ies) shall be determined in the following sequence:

(a) Your issue per stirpes shall be your beneficiary(ies); if no issue survives you, then;

(b) Your parents in equal shares shall be your beneficiary(ies); if no parent survives you, then;

(c) Your estate shall be your beneficiary.

The Custodian may accept and conclusively rely on written instructions provided in good order by the executor of your estate with regard to the identification of your beneficiary(ies) and the allocation(s) to your beneficiary(ies) without further investigation or inquiry.

If a trust is designated as a beneficiary, you must provide both the date of the trust and the name(s) of the trustee(s). You agree that if you are subject to community property or marital property state requirements, your spouse may be required to consent to any beneficiary you designate who is not your spouse, or who is in addition to your spouse. You also understand that any beneficiary designation you make, other than your spouse, may not be effective without your spouse's consent. You certify, under penalty of perjury, if you are married and you have not named your spouse as your sole Primary Beneficiary, you have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining your spouse's consent.

(1) **Per Stirpes Beneficiary Designations –** The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

(2) **Spousal Provisions for Same Sex Couples** In accordance with federal regulations, where an individual is lawfully married to another individual, regardless of sex, both individuals shall be treated as a "spouse" for federal tax purposes. Individuals in a civil union or domestic partnership will not be treated as spouses for federal tax purposes.

By accepting this agreement, you direct that all benefits upon your death be paid as indicated on the last beneficiary designation received in good order prior to your death and If you named a beneficiary that is a trust, you understand you must provide certain information concerning such trust to the Custodian.

Custodian - Disclaimer – The Roth IRA owner's spouse may have a property interest in the account and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with the State Administrator, the Program Manager, any issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Roth IRA owner's beneficiary designation, or any warranty as to the ownership of the account after the death of the Roth IRA owner or the Roth IRA owner's spouse. For additional information, a qualified tax or legal professional should be consulted.

BENEFICIARY DISTRIBUTIONS – Upon your death, your beneficiaries are required to take distributions according to Code Section 401(a)(9) and Regulation 1.408-8. These requirements are described below.

ROTH IRA DISTRIBUTION DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31 , 2019 – If you have properly designated a beneficiary(ies), the entire value of your Roth IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30 of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31 of the calendar year following the calendar year of your death. Your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31, 2019.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or you are unmarried, your beneficiary(ies) shall be determined by the following sequence:

(a) Your issue per stirpes shall be your beneficiary(ies); if no issue survives you, then;

(b) Your parents in equal shares shall be your beneficiary(ies); if no parent survives you, then;

(c) Your estate shall be your beneficiary.

The Custodian may accept and conclusively rely on written instructions provided in good order by the executor of your estate with regard to the identification of your beneficiary(ies) and the allocation(s) to your beneficiary(ies) without further investigation or inquiry.

If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.

ROTH IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1, 2020 – If you have one or more designated beneficiaries, all amounts remaining in your Roth IRA upon your death must be distributed no later than December 31 of the calendar year that contains the tenth anniversary of your death. If you have no designated beneficiary by September 30 of the year following the year in which you die, the entire value of your IRA must be distributed to your beneficiaries within five years after your death. An exception to the 10-year rule is made for eligible designated beneficiaries who elect in writing no later than 1 year after your death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

i. The owner's spouse,
   a. If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.
ii. A child of the IRA owner who has not reached the age of majority.
   a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining will need to be distributed no later than the end of the tenth year after the year they reach majority.
iii. Disabled individuals within the meaning of Code Section 72(m)(7) of the Internal Revenue Code as of the date of the death of the owner.
iv. Chronically ill individuals, within the meaning of Code Section 401(a)(9)(E)(ii)(IV) as of the date of death of the owner.
v. An individual not listed above who is not more than 10 years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited Roth IRA may not take life expectancy distributions; the balance remaining in the account must be distributed by December 31 of the calendar year that contains the tenth anniversary of the death of the beneficiary.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or if you are unmarried, your beneficiary(ies) shall be determined by the following sequence:

1. Your issue per stirpes shall be your beneficiary(ies); if no issue survives you, then;

2. Your parents in equal shares shall be your beneficiary(ies); if no parent survives you, then;
3. Your estate shall be your beneficiary.

The Custodian may accept and conclusively rely on written instructions provided in good order by the executor of your estate with regard to the identification of your beneficiary(ies) and the allocation(s) to your beneficiary(ies) without further investigation or inquiry.

If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.

LIMITATIONS AND RESTRICTIONS

Spousal Roth IRA – If you are married and have compensation, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether your spouse has compensation. You must file a joint income tax return for the year for which the contribution is made.

The amount you may contribute to your IRA and your spouse's IRA is the lesser of 100 percent of your combined eligible compensation or twice the maximum contribution allowed per individual, whichever is lower. This amount may be increased with cost-of-living adjustments each year. However, you may not contribute more than the individual contribution limit to each IRA. Please refer to the attached **Supplement to the Roth Individual Retirement Account (IRA) Disclosure Statement** or consult *IRS Publication 590-A*, *Contributions to Individual Retirement Arrangements (IRAs)* or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's Roth IRA. The maximum additional contribution is $1,000 per year.

Estate Tax – Amounts payable to your spouse, as your named beneficiary, may qualify for a marital tax deduction for federal estate tax purposes.

Special Tax Treatment – Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to Roth IRA distributions.

Prohibited Transactions – If you or your beneficiary engages in any prohibited transaction as described in the Code Section 4975(c) (such as any sale, exchange, borrowing, or leasing of any property between you and your Roth IRA; or any other interference with the independent status of the account), the account will lose its exemption from tax and be treated as having been distributed to you in the tax year in which you or your beneficiary engaged in the prohibited transaction. The distribution may also be subject to additional penalties including a 10% penalty tax if you have not attained age 59½. See *IRS Publication 590-B* for further instructions on calculating taxable gain, reporting amounts in income, and prohibited transaction penalty taxes. In addition, if you or your beneficiary use (pledge) all or any part of your Roth IRA as security for a loan, then the portion so pledged will be treated as if distributed to you and will be taxable to you. Your distribution may also be subject to a 10% penalty tax if you have not attained age 59½ during the year which you make such a pledge.

Distributions under $10 will not be reported on IRS Form 1099-R (as allowed under IRS regulations) – However, you must still report these distributions to the IRS on your Form 1040 (as well as other forms that may be required to properly file your tax return).

OTHER

ROTH IRA - IRS APPROVED FORM – Your Roth IRA is the IRS's model custodial account contained in IRS Form 5305-RA. Certain additions have been made in Article IX of the form. By following the form, your Roth IRA meets the requirements of the Code. However, the IRS has not endorsed the merits of the investments allowed under the Roth IRA.

Important Information About U.S. Government Requirements That May Affect Your Account: BNY Mellon Investment Servicing Trust Company ("BNY Mellon", "we", or "us"), provides custodial and administrative services for your retirement or savings account. As a result of this role, persons who open a retirement or savings account are considered 'customers' of BNY Mellon ("you" or "your").

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires BNY Mellon, as a financial institution, to obtain, verify, and record information that identifies each person who opens an account. All accounts we open are opened on a conditional basis – conditioned on our ability to verify your identity in accordance with Federal law.

When establishing an account, you are required to provide your full legal name, address, government issued identification number (e.g. social security number), date of birth, and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents and may consult third-party databases to help verify your identity.

If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected.

If we open your account, and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by U.S. Government regulations, we reserve the right to take any one or more of the following actions:

- We may place restrictions on your account which block all purchase transactions and we may place additional restrictions on your account blocking other transactional activities if we determine such additional restrictions are appropriate under Federal law or regulation.
- We may close your account, sell (i.e., "liquidate") the assets in your account in the prevailing market at the time, and send you a check representing the cash proceeds of your account. This distribution will be reported to the IRS and may result in unfavorable consequences to you under Federal and state tax laws.

You May Incur Losses – Despite being opened as a conditional account, your account will be invested as you instruct, and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You may also be subject to additional market risks if the additional transactional restrictions discussed above are placed on your account. In addition, the closing of your account may subject you to fees and charges imposed by a sponsor, issuer, depository or other person or entity associated with one or more of the assets in which you are invested, and any sales charges you may have paid in connection with your purchases will not be refunded.

You Assume All Responsibility for These Losses – BNY Mellon and the State Administrator expressly disclaim any responsibility or liability for losses you incur as a result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities and adverse tax consequences). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request or from a subsequent inability to adequately verify your identity in accordance with Federal law or regulation.

Qualified Reservist Distributions – Early distributions paid to certain military reservists called to active duty after September 11, 2001 ("Qualified Reservist Distributions") are eligible to be repaid to an IRA within a two-year period after the end of active duty. This provision applies to distributions made after September 11, 2001. Repayments cannot exceed the amount of your Qualified Reservist Distributions. Repayment cannot be made after the date that is two years after your active duty period ends. The repayments are not treated as rollovers.

Qualified Charitable Distributions ("QCDs") – Certain taxpayers may transfer funds from their IRA to an eligible charitable organization. To qualify the IRA owner must be age 70½ or older. QCDs may be made from a traditional IRA or a Roth IRA and may be used to satisfy a participant's required minimum distribution ("RMD") for the tax year. The maximum annual amount that may be distributed each year was initially $100,000, but is now indexed to inflation and may increase each year. The maximum annual limit applies regardless of how many IRAs the participant owns. For married individuals filing a joint return, the maximum annual limit applies for each individual IRA owner. Effective for January 1, 2023, in addition to the annual QCD described above, a taxpayer may make a one-time election to distribute a separate amount as a QCD to certain split-interest entities, including charitable remainder annuity trusts, charitable remainder unitrusts and charitable gift annuities. Additionally, the one-time limit and the annual limit for a QCD will be indexed to inflation starting in 2024. Please reference the most recent Disclosure Supplement where increases will be documented when applicable. More information about QCDs can be found in *IRS Publication 590-B* Distributions from Individual Retirement Arrangements.

Disaster Related Relief – If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, certain IRS designated disasters), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your Roth IRA. Qualified disaster relief may include penalty-tax free early distributions made during specified timeframes for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more. For additional information on specific disasters, including a complete listing of disaster areas, qualification requirements for relief, and allowable disaster- related Roth IRA transactions, please see *IRS Publication 590-B,* Distributions from Individual Retirement Arrangements (IRAs), or refer to the IRS website at www.irs.gov.

FACTS	WHAT DOES **BNY MELLON INVESTMENT SERVICING TRUST COMPANY** DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number • Account balances • Transaction history • Account transactions • Retirement assets When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BNY Mellon Investment Servicing Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does **BNY Mellon Investment Servicing Trust Company** share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	Call 855-649-0623
Page 2	

Who we are	
Who is providing this notice?	BNY Mellon Investment Servicing Trust Company, custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, Qualified Plans and 403(b)(7) Plans, and for mutual fund Wrap Product and Global Cash Portal accounts

What we do	
How does **BNY Mellon Investment Servicing Trust Company** protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does **BNY Mellon Investment Servicing Trust Company** collect my personal information?	We collect your personal information, for example, when you • Open an account or deposit funds • Make deposits or withdrawals from your account • Provide account information • Give us your contact information • Show your government-issued ID We also collect your personal information from affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • **BNY Mellon Investment Servicing Trust Company** does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • **BNY Mellon Investment Servicing Trust Company** doesn't jointly market.

Other important information
This notice applies to individual consumers who are customers or former customers. ***This notice replaces all previous notices of our consumer privacy policy and may be amended at any time. We will keep you informed of changes or amendments as required by law.***

THE BOARD OF TRUSTEES OF THE
NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 6
May 21, 2025

Item: **Board review and approval of the Nevada Employee Savings Trust Program Investment Policy Statement.**

Summary:

Paola Nealon and Mika Malone, Managing Principals at Meketa Investment Group will provide an overview of the draft Investment Policy Statement (IPS) document.

Fiscal Impact: None by this action.

Staff recommended motion:

Move to direct Program staff to finalize Investment Policy Statement document, along with any final Board changes.

NEVADA EMPLOYEE SAVINGS TRUST (NEST) PROGRAM

Governed by the

NEVADA EMPLOYEE SAVINGS TRUST BOARD OF TRUSTEES

INVESTMENT POLICY STATEMENT

Adopted May 21, 2025

Table of Contents

I. The Nevada Employee Savings Trust Program

The Nevada Employee Savings Trust Program (“Program”), known as NEST, is a retirement savings program that enables participation through employee payroll contributions into an individual retirement account (“IRA”) governed by the Nevada Employee Savings Board of Trustees (“Board”). The Program operates at all times under the legal and statutory requirements of the State of Nevada.

The Program enables NEST participants (“Participants”) to direct plan account balances among one or more investment options (“Investment Options”) but limited to no more than three investment managers, including a default setting for Participants who do not actively select an Option.

The Program has decided to partner with an existing state program to obtain scale and cost-effectiveness. This initiative will be referred to throughout as the (“Partner Program”).

II. Establishment and Authority

Per NRS: Chapter 353D – Nevada Employee Savings Trust, the Board is authorized to jointly administer the Program with a qualified Program of one or more other states (referred to as “PDR – State Lead”).

III. Purpose of Investment Policy Statement

This Investment Policy Statement (“IPS”) is intended to enable the Board to make Program investment decisions according to an established process.

This document outlines the underlying philosophies and processes for the monitoring and evaluation of the investment options offered to participants, the underlying investments as defined herein, and the selected investment managers providing those investments and fulfilling those options.

Specifically, this IPS:

- → Defines the Program’s investment objectives.
- → Identifies and defines the roles and responsibilities of the various parties having fiduciary responsibilities in administering the Program.
- → Describes the types of investment options offered and the criteria applied for selecting these investment options.
- → Establishes investment procedures, performance measurement standards, and monitoring procedures of the investment options offered.

This IPS will be reviewed annually and will be amended as needed to reflect Program growth, Program design changes, or other factors deemed to be material by the Board.

IV. Investment Objectives

The overarching objective of the Program is to promote greater retirement savings opportunities for Nevada's private-sector workers who currently lack access to employer-sponsored retirement plans, by providing access to a professionally managed, low-cost, portable retirement savings vehicle. The primary investment objective of the Program is to offer a limited number of investment options, appropriately suited for IRA accounts, to meet the savings goals of participants based on varying levels of risk tolerance.

V. Roles and Responsibilities

The Board, with input from Program staff and an Investment Consultant (if retained) as needed, shall be responsible for:

→ Selecting, maintaining and establishing a contractual relationship with a Partner Program with appropriate investment options to be utilized by participants in the Program.

→ Establishing and maintaining the IPS.

→ Reviewing the asset classes available for Investment Options at the Partner Program.

→ Monitoring the specific Fund(s) to fill each of the Investment Option asset class categories.

→ Receiving and reviewing quarterly performance reports from NEST's independent investment consultant, if retained, to evaluate the Program's Investment Options and Fund performance.

→ Selecting and overseeing contractors, as appropriate, including, but not limited to, the Program Manager/Administrator and Investment Consultant, if retained.

→ Together with Program Staff, ensure the Program's participants are provided with general financial and investment information to educate and assist participants in making their allocation decisions and facilitate the achievement of savings and retirement goals.

Program staff shall be responsible for, among other things:

→ Preparing investment-related agenda items and topics for Board meetings.

→ Requesting and reviewing Investment Options performance and cash flow data from the Program Manager/Administrator.

- → Representing the Program on all interactions with the Partner Program and members of the Interstate consortium formed under the Program Agreements and identifying the Program staff member who will serve in this role (“Program Representative”).
- → Instructing the Program Representative to raise instances of non-compliance, operational failures, or any other concerns with the Partner Program, its vendors, or the investments offered through the Partner Program in accordance with the provisions of the Program Agreements.
- → Assisting the Board in carrying out its investment strategy by confirming that the Funds’ investment criteria are met, based on analysis and with input from the Investment Consultant as needed.
- → In collaboration with the Board, ensure the Program’s participants are provided with general financial and investment information to educate and assist participants in making their allocation decisions and facilitate the achievement of savings and retirement goals.
- → Providing a summary for the Board of any issues with contractors which need Board attention or consideration.
- → Overseeing the production of educational materials, in plain, accessible language to ensure that Participants receive appropriate financial and investment information during the account opening and managing process.
- → Monitoring of investment-related costs shall occur no less than annually by Program staff with assistance from the Investment Consultant as needed and shall focus on the investment management costs borne by Participants.
- → Other duties as the Board determines are necessary to successfully implement the Program.

If an Investment Consultant is retained by the Board, the Investment Consultant shall be responsible for the Scope of Work set forth in its contract with the Board, including but not limited to:

- → Provide general investment advice to the Board and Staff.
- → Assist Program staff in developing and updating, as necessary, the IPS and assist with monitoring compliance and recommend updates thereto as needed, for Board approval.
- → Assisting the Board with analysis of Partner Program Investment Options, monitoring Investment Options and Funds, including whether the Funds’

investment criteria are met and making recommendations to the Board and Program staff for changes as needed, in accordance with Section VII.

→ Providing performance reporting on at least a quarterly basis, for all Investment Options.

→ Assist Program Director to prepare and present to the Board a comprehensive annual report that evaluates 1) the effectiveness of the Program in meeting its investment goals, 2) suitability of investment options, 3) asset allocation of target-date funds and 4) provide recommendations for improvement where appropriate.

→ Keep the Board and Program Director informed about current investment trends and issues for individual retirement accounts and defined contribution plans of a similar nature.

The Initial PDR Lead State shall be responsible for:

→ Determining the initial investment line-up, investment strategy, and investment election offerings of the partnership.

→ Thereafter, the Partner Program shall determine the investment line-up, investment strategy and investment election offerings for the duration of the partnership.

The Program Manager/Administrator shall be responsible for:

→ The Scope of Work set forth in its contract with the Board including, but not limited to, providing account balance and investment performance reporting for Program Participants.

VI. Investment Options

The Program has partnered with an existing state program for reasons of scale and cost-effectiveness. Because of this, the Program cannot make changes to the investment options of the Program without approval from the Partner Program. This relationship is governed by the Master Services Agreement, the Interstate Adherence Agreement and the Partner State Agreement (collectively the "Program Agreements"). Prior to selection of a Partner Program, as part of a more holistic evaluation of potential partner programs, the available investments have been analyzed and deemed suitable by the Board.

An Investment Option may be brought forth to the Partner Program for addition or removal from the Program lineup, based on the perceived needs and utilization of the Program Participants. Other factors, including industry-best practices and new or evolving research, may influence the Investment Options that are reviewed with the Partner Program. The Default Investment Option, which will match the Partner Program, shall be viewed as an option to provide Participants who do not make an investment election a reasonable mix of assets to help them achieve their retirement goals over time.

Default Investment Option:

Based on the existing default investment option for the Partner Program, for those Participants who do not make an affirmative election, initial contributions will be invested in a Capital Preservation Option as the Stage 1 Default Investment Option, characterized by low risk. After a 30-day period, the initial and any subsequent contributions and earnings will be moved to either the Stage 2 Default Investment Option, or any Custom Investment Option(s) selected by the Participant. The Stage 2 Default Investment Option will be the Target Date suite of investment options. Funds will be invested in the vintage that aligns with the Participant’s expected retirement at age 65. This mechanism is in place so that Participants have 30 days to assess the initial contributions made to their accounts without taking on significant investment risk. Participants who make an active election may choose to allocate all contributions, including those made in the first 30 days, to the investment option of their choice.

Potential Investment Options Include:

→ **Short-Term Investments**, with the primary objectives of seeking investment safety and liquidity.

→ **Fixed Income Investments**, with the primary objectives of capital preservation with the potential for achieving income and allowing for appreciation over time.

→ **Domestic Equity Investments**, with the primary objective of capital appreciation by providing exposure to the equity markets, composed of stocks of US companies.

→ **International Equity Investments**, with the primary objective of capital appreciation by providing exposure to the equity markets, composed of stocks of foreign companies.

→ **Balanced Investments**, including target date and target risk, with the primary objective of constructing a diversified portfolio.

The above options reflect the Lead State’s potential investments, and not necessarily a requirement to offer these outlined options. The specific investments being offered at any time are identified in Appendix I.

VII. Review of Funds in Partner Program

The Program will offer Investment Options for Participants to diversify their IRA account balances based on the offerings of the selected Partner Program.

In reviewing the Funds to fulfill the Investment Options provided by the Partner Program, the following characteristics shall be examined by the Investment Consultant if retained, and utilized to recommend the suitability of the Partner Program's investment options to Program staff and the Board:

→ Investment approach (active vs. passive, fundamental vs. quantitative)

→ Investment process and personnel, focusing on stability and capability of the team

→ Fees to evaluate cost competitivenessRisk-adjusted returns over various time periods

→ Style consistency throughout market cycles

→ Legal and/or regulatory issues

VIII. General suitability for individual investors, and specific suitability for the Program Fund Monitoring/Watch List

If the Board retains an Investment Consultant, each Fund will be evaluated for its ability to meet the following objectives, and may be recommended to the Partner Program for termination/replacement when the Board, in consideration of the recommendation from the NEST Investment Consultant, has determined that the Fund is no longer able to:

→ Achieve performance and risk objectives (generally meeting index returns minus fees for passive strategies or exceeding benchmark returns for active strategies) over a full market cycle of 3-5 years.

→ Consistently apply their stated investment process.

→ Comply with any applicable contract and investment criteria, which detail the appropriate benchmark for performance evaluation and other criteria restricting the Fund's investments

→ Provide Participants with suitable diversification in conjunction with the rest of the available investment options in the lineup.

→ Comply with reporting requirements.

→ Maintain a stable organization and retain key relevant investment professionals.

The Board may advocate for the addition, removal, or replacement of the Funds and/or Underlying Investments offered within the Partner Program's Investment Options at its discretion, and for reasons not included in this IPS.

Funds will be evaluated on an ongoing basis for adherence to their stated objectives, based on both qualitative and quantitative criteria. When Managers fail to meet one or more of these criteria the NEST Investment Consultant shall place the Fund on a "Watch List", report to the Board quarterly the status of the Watch List and recommend any action that is to be taken with respect to managers on the Watch List. There is no specific time period for Managers to remain on Watch List; however, Funds will be reviewed on an individual basis, and this heightened monitoring continues until either the underlying fund is released from Watch status due to improved results or corrective measures are recommended by the NEST Investment Consultant to the Board.

Qualitative Assessment

The qualitative aspect of each investment option will be monitored on an ongoing basis by the Board, Program staff, and the NEST Investment Consultant, if retained. A significant and potentially adverse event related to, but not limited to, any of the following qualitative issues or events may initiate a recommendation to place the Manager on a Watch List or recommendation for removal from the Program to the Partner Program. Qualitative assessments will focus on:

- → Departure of key personnel
- → Significant loss of clients or assets under management
- → Financial instability
- → Significant change in organizational or ownership structure
- → Investment strategy or style deviation
- → Apparent breach in ethical behavior or integrity
- → Significant and persistent lack of responsiveness to requests
- → Continued violations of the investment monitoring criteria if applicable
- → Legal and/or regulatory action or other proceedings affecting the manager.
- → Any issue believed to undermine the Board, Staff, or NEST Investment Consultant's confidence in the Investment Manager

Quantitative Assessment

In order to evaluate Managers, trailing and rolling assessments of excess returns will be evaluated by the NEST Investment Consultant, if retained. The Board and Program staff reserve the right under this IPS to pursue any course of action in response to absolute, relative, historic, or perceived future investment performance. Notwithstanding the foregoing, the following measurement criteria will generally apply to quantitative assessments of Investment Manager performance:

- → For funds using a Passive Investing strategy, over the most recent trailing three- or five-year period, a fund's net return as compared with the assigned benchmark less the investment management fee.

- → For funds using an Active Investing Strategy and the target date funds over the most recent trailing three- or five-year period, the fund's net-of-fee return as compared with the assigned benchmark **and** its respective peer ranking falls below its universe median and its ranking within its Peer Universe. The term Peer Universe, as defined here, is a group of like managers defined by a specific asset class or investment style. The NEST's Investment Consultant (if retained) will coordinate review of the Peer Universe as defined by the PDR Lead State for the investment options offered, and provide reporting on performance relative to the Peer Universe in Quarterly reports.

IX. Recommending Investment Changes to Partner Program

- → While the Program is limited by the language subject to the terms of the Program Agreements regarding investment options, the process below will guide the recommendation of investment changes to the Partner Program.
- → The Board may determine based on the above criteria that a replacement for an existing investment option is prudent. The Board may also determine that an additional investment option should be added to the Program to fulfill a need in the investment lineup.
- → Following the identification of an investment option for replacement or addition to the program, the Board, in conjunction with the Investment Consultant's advice as needed and Program Director, will present findings in writing to the Chair of the Partnership Program for presentation to its Member States.

X. Participant Investment Education and Communication

The Program will communicate to Participants their responsibility for investment decisions, permit changes among Investment Options with reasonable frequency, and provide investment-related educational materials that will enable Participants to make informed financial and investment-related decisions.

XI. Conflicts of Interest

All members of the Board, as well as all service providers to NEST, are expected to maintain independence with respect to the recommendations, advice, and decisions that are made regarding the Program. It is expected that the NEST Investment Consultant (if retained), Program staff, Board members, and service providers will act as fiduciaries, in the best interest of Program Participants at all times.

XII. Statutory and Regulatory Requirements

Notwithstanding the foregoing, if any term or condition of this IPS conflicts with any term or condition in the NEST statutory or regulatory requirements or federal law, the terms and conditions of the statutory or regulatory requirement or applicable law shall control.

APPENDIX I

APPENDIX I
INVESTMENT OPTIONS AND BENCHMARKS

Investment Option Categories[1]	Fund	Underlying Investment	Benchmark	Vehicle Used	Expected Risk
Capital Preservation Fund	State Street Global Advisors	State Street Institutional US Government Money Market Fund (GVMXX)	US Treasury 3-Month	Mutual Fund	Lower
Core Bond Fund	State Street Global Advisors	State Street Aggregate Bond Index Fund (SSFEX)	Bloomberg Barclays U.S. Aggregate	Mutual Fund	Lower
International Equity Fund	Black Rock	iShares MSCI Total International Index Fund (BDOKX)	MSCI ACWI ex USA	Mutual Fund	Higher
Target Date Retirement Fund	State Street Global Advisors	State Street Target Retirement Funds Suite (Tickers in Appendix IA)	State Street Target Date Composite 20XX	Mutual Funds	Risks Vary by Fund
Domestic Equity Asset Class	Black Rock	iShares Total U.S. Stock Market Index Fund (BKTSX)	Russell 3000 Index	Mutual Fund	Higher

[1]Appendix I will be modified as Investment Options are changed

APPENDIX I-A

APPENDIX I-A
TARGET DATE VINTAGES AND TICKER SYMBOLS

Target Retirement Funds Suite Tickers	
Ticker	**TD Description**
SSFOX	**Target Retirement Fund**
SSBSX	**2025**
SSBYX	**2030**
SSCKX	**2035**
SSCQX	**2040**
SSDEX	**2045**
SSDLX	**2050**
SSDQX	**2055**
SSDYX	**2060**
SSFKX	**2065**
SSGNX	**2070**

APPENDIX II GLOSSARY

Glossary of Terms:

Active Investing: An investing strategy that attempts to outperform the market, with portfolio managers buying only those stocks, that the portfolio manager believes are superior and could outperform.

Annual Return: The total return of a security over a specified period, expressed as an annual rate of interest.

Annualized: A figure (as in a percentage) calculated by a formula to find the "average" performance per year for a period greater than one year.

Benchmark: A standard against which the performance of a security, mutual fund or investment manager can be measured. Generally broad market and market-segment stock and bond indexes are used for this purpose.

Default Investment Option (DIA): Allows the employer or plan sponsor to automatically enroll, or “default” participants and direct their contribution dollars to be invested in an investment option selected for the plan. These Default Investment Options are typically diversified portfolios designed to provide exposure to both equity and fixed income assets. The participant is not obligated to participate and can choose to opt out of the Default Investment Option at any time, based on the liquidity constraints of the Program. It is important to note, that the participant is effectively making an investment choice (and defaulting to contributions

through the DIA), despite not actively directing funds.

Equity: Ownership or proprietary rights and interests in a company. Synonymous with common stock.

Exchange-Traded Funds (ETF): A marketable security that tracks an index, commodity, bonds, or a basket of assets like an index fund. Unlike mutual funds, an ETF trades like a common stock on a stock exchange. ETFs experience price changes throughout the day as they are bought and sold. ETFs typically have higher daily liquidity and lower fees than mutual fund shares, making them an attractive alternative for individual investors. Because it trades like a stock, an ETF does not have its net asset value (NAV) calculated once at the end of every day like a mutual fund does.

Glidepath: Refers to a changing asset allocation mix of a target date fund, based on the number of years to the target date. The glide path creates an asset allocation that typically becomes more conservative (i.e. includes more fixed-income assets and fewer equities) the closer a fund gets to the target date.

Gross of Fees Performance: Performance presented before fees are taken into account, thereby overstating the actual, final performance return. See also “Net of Fees Performance”.

Index: A statistical yardstick composed of a basket of securities with a defined set of characteristics. An example of this would include the "S&P 500" which is an index of 500 stocks.

Mutual Fund: An investment vehicle, which brings together money from many different groups (individuals, institutions, or others) and invests in stocks, bonds, or other assets. Strikes a NAV (Net Asset Value) daily and is SEC-registered.

Net Asset Value (NAV): NAV is a fund's price per share, or per each dollar invested. NAV per share is computed once a day based on the closing market prices of the securities and is calculated by dividing the total value of the fund's portfolio, less any liabilities, by the number of fund shares outstanding.

Net of Fees Performance: Return of the investment after all fees, expenses and taxes.

Passive Investing: An investing strategy that tracks a market-weighted index or portfolio. The most popular method is to mimic the performance of a specified index by buying an "index fund".

Peer Universe: A group of similar investment strategies that are aggregated to provide a performance benchmark/comparison. For example, if a U.S. Bloomberg Barclays Aggregate Index Fund is offered on the lineup, a likely "Peer Universe" would be "Peer Core Bond" funds, where the median return would be utilized. The source for Peer Universes is typically Morningstar, Evestment Alliance, or InvestorForce (or other industry standard providers).

Risk-vs.-Return: Risk measures the probability of financial loss. Investors often compare risk, as measured by standard deviation of returns, to historical or expected return when making investment decisions. Typically, investors demand higher returns for investments they consider more risky.

Standard Deviation: Statistical measure of the degree to which an individual value in a probability distribution tends to vary from the mean of the distribution. In portfolio theory, the past performance of securities is used to determine the range of possible future performances, and a probability is attached to each performance. The standard deviation of performance can then be calculated for each security and for the portfolio as a whole. The greater the degree of dispersion, the greater the risk.

Target Date Funds: Single diversified, multi-asset class strategy utilizing a "glidepath" that systematically reallocates assets to become more conservative over time, based on a Participant's targeted retirement date.

Target Risk Funds: Suite of diversified, static multi-asset class strategies with varying objectives providing Participants investment options based upon stated risk tolerance, time horizon, circumstance, and investment objectives.

Total Return: The aggregate increase or decrease in the value of the portfolio resulting from the net appreciation or depreciation of the principal of the fund, plus or minus the net income or loss experienced by the fund during the period.

Yield: The rate of annual income returns on an investment expressed as a percentage. Income yield is obtained by dividing the current dollar income by the current market price of the security.

MEKETA

Nevada NEST

May 21, 2025

Investment Policy Statement Summary

Elements of an Investment Policy Statement

→ An investment policy statement should include sections to address:

- Purpose and scope.
- Definition of duties (roles and responsibilities).
- Broad objectives
- Investment Menu framework
- Permitted program investment options
- Objectives and parameters of specific portfolios
- Operational guidelines and rules for monitoring and reviewing the portfolios and underlying funds.

A clearly articulated investment policy statement is central to communicating a Board's governance structure and investment decision making practices.

→ Dynamic process.

- Should be reviewed regularly to ensure it meets current program realities
- Be aware of constraints working in a consortium style program (watch list is a good example)
- Should outlast current Board and current administration

NEST IPS Framework

Section	Description
I. Program Description	Provides a comprehensive overview of the NEST program, explaining its purpose, structure, and operational framework. Additionally, it highlights the partnership with an existing state program to enhance cost-effectiveness and scalability.
II. Establishment and Authority	Serves as the foundation of the IPS as it outlines the reason for the IPS's creation and defines who has the authority to make investment decisions.
III. Purpose of the IPS	Provides a framework for the Board to make informed investment decisions. It outlines investment philosophies, roles, responsibilities, and criteria for selecting investment options, and sets standards for performance measurement and monitoring.
IV. Investment Objectives	Aims to enhance retirement savings for Nevada's private-sector workers without employer-sponsored plans by offering a low-cost, portable IRA with suitable investment options to meet diverse savings goals and risk tolerances.
V. Roles and Responsibilities	Outlines responsibilities for the following Parties involved: the Board, Program Staff, the Investment Consultant, PDR – Lead State, and Program Manager/ Administrator.
VI. Investment Options	Outlines Program investment options through a partnership with an existing state program. This section outlines the governance of investment changes, default options for participants, and the variety of investment choices available to meet diverse needs and risk tolerances.

NEST IPS Framework (continued)

Section	Why?
VII. Review of Funds in Partner Program	Ensures that the investment options offered are suitable and effective by evaluating key characteristics such as investment approach, team stability, fees, risk-adjusted returns, and style consistency. This thorough review process helps maintain the quality and appropriateness of the investment options for participants.
VIII. Suitability for investors and Program Fund Monitoring	Ensures funds meet performance, risk, and diversification objectives, and comply with reporting and organizational stability criteria. This section helps maintain the quality and appropriateness of investment options through ongoing evaluation and monitoring.
IX. Recommending Investment Changes to Partner Program	Guides the process for recommending investment changes, ensuring the Program's investment lineup remains suitable and effective. This section helps maintain alignment with the terms of the Program Agreements while addressing the needs of participants.
X. Participant Investment Education and Communication	Ensures participants understand their investment responsibilities and can make informed decisions by providing educational materials and allowing reasonable changes among investment options.
XI. Conflicts of Interest	Ensures that all parties involved act independently and as fiduciaries.
XII. Statutory and Regulatory Requirements	Ensures compliance with all applicable laws and regulations, prioritizing statutory and regulatory requirements over the IPS terms if conflicts arise.