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

Tuesday, July 15, 2025 at 11:00 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: 275 438 960 225 5
Passcode: dW25fH2n

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:
   a. May 21, 2025
   b. May 28, 2025

4. **For discussion:** Nevada Employee Savings Trust operations update:
   a. 30-Day NEST launch progress report
   b. Final Investment Policy Statement and Program Description documents

5. **For discussion and for possible action:** Board discussion and approval of Nevada Employee Savings Trust Traditional IRA Custodial Agreement.

6. **For discussion and for possible action:** Board to direct State Treasurer staff to submit report of the activities, operations and projected activities of the Board for the current calendar year.

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
July 15, 2025

Item: Approval of Minutes of the Board of Trustees of the Nevada Employee Savings Trust meeting held on:

a. May 21, 2025
b. May 28, 2025

Summary:
For approval, please see attached minutes from the Nevada Employee Savings Trust Board meetings held on May 21, 2025 and May 28, 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 meetings held on May 21, 2025 and May 28, 2025.

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST (NEST)

TRANSCRIPT OF THE BOARD MEETING

May 21, 2025, 10:00am

Location:

Via videoconference at the following locations and on Teams

Old Assembly Chambers
Capitol Building
101 N. Carson Street, 2nd Floor
Carson City, NV 89701

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

Board Members Present:

Chairman, Treasurer Zach Conine – Las Vegas
Lt. Governor Stavros Anthony – Carson City
Joe Caldera – Remote via Teams
Andy Kao – Las Vegas
William H. Palmer III – Carson City
Mary Beth Sewald – Remote via Teams

Others Present:

Lesley Mohlenkamp – Deputy Treasurer, State Treasurer's Office – Las Vegas
Nicole Ting – Deputy Attorney General, Nevada Attorney General's Office – Remote via Teams
Hunter Railey – Colorado Secure Savings Program – Remote via Teams
Courtney Eccles – Vestwell – Remote via Teams
Kay Cesarani – Meketa Investment Group – Remote via Teams
Paola Nealon – Meketa Investment Group – Remote via Teams
Mika Malone – Meketa Investment Group – Remote via Teams
Andrea Feirstein – AKF Consulting – Remote via Teams
Mark Chapleau – AKF Consulting – Remote via Teams
Michael Pelham – State Treasurer's Office – Las Vegas

Evelyn Castro – State Treasurer’s Office – Remote via Teams

Itzel Fausto – State Treasurer’s Office – Remote via Teams

Veronica Kilgore - State Treasurer’s Office – Remote via Teams

Kayla Slaughter – State Treasurer’s Office – Las Vegas

Travis Fosse – State Treasurer’s Office – Las Vegas

Caitlin Shea – Member of the Public – Remote via Teams

Treasurer Conine
Good morning everyone and welcome to this meeting of the Board of Trustees of the Nevada Employee Savings Trust for May 21st.
We will start with roll call.

Deputy Mohlenkamp
Treasure Conine?

Treasurer Conine
Good morning.

Deputy Mohlenkamp
Lieutenant Governor Anthony?
Mark as absent.

Deputy Mohlenkamp
Member Caldera?
Mark as absent.

Deputy Mohlenkamp
Member Kao?

Member Kao
Here.

Deputy Mohlenkamp
Member Palmer?

Member Palmer
Here.

Deputy Mohlenkamp
Member Sewald?

Member Sewald
Present.

Deputy Mohlenkamp
Ok, great, Treasurer, we do have a quorum.

Treasurer Conine
Thank you so much. We'll close roll call and move on to agenda number 2, public comment.
Comments from the public are invited at this time.
Do we have any Members of the public who would like to make a comment here in Las Vegas?
Hearing none.
Any Members of the public in Carson City would like to make public comment, Member Palmer?

Member Palmer
No other people here present other than staff.

Treasurer Conine|
Alright, and any Members of the public online who would like to make public comment?
Ok, we will close our first period for public comment.
Move on to agenda item number 3 for discussion possible action Board review and approval of the minutes of the Board of trustees for the Nevada Employee Savings Trust meeting held on April 23rd, 2025.
Any comments from Board Members on the minutes?
Otherwise, we will take a motion to approve.

Member Sewald
Motion to approve the minutes.

Treasurer Conine
Thank you, Member Sewald.
Do we have any discussion on the motion?
Hearing none, all in favor, say Aye.

Member Sewald
Aye.

Member Kao
Aye.

Member Palmer
Aye.

Treasurer Conine
Aye.
Motion passes unanimously, thank you.
I'll move on to Agenda Item Number 4 for discussion.
Nevada Employee Savings Trust operations update with our special guest Courtney from

Vestwell State Savings.
And Member Caldera, are you, have you joined us online?

Member Caldera
Yeah, I am here, but my camera's not working.

Treasurer Conine
That is quite alright.
We will mark you as present.
Thank you so much Mr. Caldera, alright.
Deputy.

Deputy Mohlenkamp
Good morning Treasurer Conine and Members of the Board.
Lesley Mohlenkamp, Deputy Treasurer, the Financial Literacy and Security Division for the record.
I'm here today for Agenda Item Number 4 to provide a brief program update before we turn it over to Courtney.

Treasurer Conine
I'm so sorry.
I see a hand up, Heidi?

Heidi Sterner
Sorry, I clicked the wrong thing.
No questions at this time.
Thanks, sorry.

Treasurer Conine
Oh, you're good, alright, perfect.
Lesley, keep going.

Deputy Mohlenkamp
No problem.

Treasurer Conine
I was so excited we might have a public comment.
Alright, keep going.

Deputy Mohlenkamp
Very important.
So, I'm here today for Agenda Item Number 4 to provide a brief program update before we turn it over to Courtney Eccles from Vestwell to walk us through the Employee Portal experience and to give a few more updates on the progress Vestwell has been making with the program launch.
So, on page 42 of the PDF version of your revised reading packet.

And it's basically the first attachment for Agenda Item Number four.
You'll see a copy of the communications timeline that we provided at the last meeting, and we have a few updates to that timeline.
You're going to see in red, we have made a few updates based on current projected target dates.

Treasurer Conine
Hold on Members, we're going to get that up on the screen for everybody if we can.

Deputy Mohlenkamp
See if we can.

Michael Pelham
We're having mouse problems today.
Kayla, can you pull up…

Kayla Slaughter
Yeah.

Treasurer Conine
Take a one-minute recess just to get this IT thing sorted.
Sorry about that, one moment.
Alright, well, it's on page 42 of your PDF; so, we're having some technical issues right here.
But, if you can pull up the PDF, we're on page 42.
Deputy?

Deputy Mohlenkamp
Yes, yes.

Treasurer Conine
Ok.
Please continue, we're back in.

Deputy Mohlenkamp
So, you're gonna see on, that we provided a copy of the same communications timeline that we provided at the last meeting; but, we do have a couple updates.
You're gonna see that in red, on that page, we have made a few updates to the timeline based on you know, current projections.
So, the most important thing that we'd like to note on the changes here, is that the projected date for the website and portal to open, we want to point out that we had previously listed Thursday, June 5th as the target date and that has been adjusted just slightly to the following Monday, June, 9th.
Just to reflect a Monday start date and to allow a couple more days to ensure the website materials are in place.
So, it's just a slight adjustment; but, we wanted to point out because that's a very important date,

obviously.
We've also noted here that the Employer Registration Period will span from June 9th, to September 1st.
This is the period in which employers are required to register with the program and because the number of employers is at a manageable level to reach out to everybody at once, we will not have a second batch or a second registration period.
And that was originally reflected as an option in the last communication timeline that we provided.
So again, we are only going to have one period and that is from June 9th through September 1st, and that will be the period that's open for required Employer Registration.
So, because of this you will see that the employer and employee direct e-mail and letter notifications have been ingested on this timeline as well and before I hand it over to Courtney for her presentation because she's going to provide a little bit more details and updates on that, I am happy to answer any questions related to this revised communications timeline.

Treasurer Conine
Thank you Deputy.
Any questions on those minor adjustments or the communications timeline in general?
Nothing to approve there…

Deputy Mohlenkamp
Yep.

Treasurer Conine
Just wanted to make sure everybody was up to speed.

Deputy Mohlenkamp
Absolutely.
And, so, thank you.
We will now turn it over to Courtney Eccles from Vestwell for her update and presentation.

Courtney Eccles
Thank you Lesley.
Thank you Treasurer, Members of the Board.
So, hopefully, we'll get, we won't have any tech issues on my end.
I think I'm connected well enough to the internet.
So, let me pull up a couple of things for you.
So, the first, let's see…
Ok, sorry, you're about to see for a quick second, me sharing this screen.
But I'm gonna just hop over.
Can everybody see the slide deck?
Wonderful.
So, before I jump into just a quick demo of the saver experience, I know a few meetings ago ran

through the employer registration process and so today I wanted to give you all a sense of what a saver will see when they go into kind of, claim or set up their account online.
But, before that, I wanted to just touch on some of the high level points that I think build on what Lesley shared in terms of updates.
We are weeks away and have been working really closely with the Vestwell team alongside the treasurer's team and staff to really finalize all components of program implementation and prepare for launch.
So, some high level notes here I think, key is have worked with the team here at the Treasurer's Office alongside all the decisions you as a Board have made to finalize program design features, make sure we're reflecting those accurately on the website in the Employer Portal in the Save Portal and on all of the materials that are being prepared…the fact sheets, the registration checklist, the forms, all of those things.
We are in the process of moving forward on employer and saver communications so those have been finalized approved and are now in production so developing the letters the emails and the other notices that will be going out, as Lesley mentioned, in just a matter of weeks, to employers first and then obviously once an employer takes the action of registering and adds their employees, we begin the Saver Communications that are automatically sent out on behalf of the program.
And again, finalizing fact sheets for use by the state as well as materials that are going to be available on the website.
So, checklist and then a really robust Health Center that is available for employers all through the program website.
So, I think we mentioned June 9th, right.
So, keep your eyes out; it's going to be an exciting day in my mind.
That's one of the things that really brings the program to life in a way that's different and reflects all of the work that you all have done.
So, touching then right away on program website and portals, we are in the process of creating that core content, working alongside the Treasurer's Office Staff to make sure we've got the right reflection of Nevada specific program information, alongside the core content that we put together to ensure that employers and savers know what the program is, how it works, the timing for that registration window and then all of the different resources that are available to them.
And so, I have here a note we're going to run through the saver experience in a second.
Just know, it is an Oregon Saves demo.
But what you'll get is a feel for what an individual employee will see as they're going through the process of, kind of cleaning their account so to speak.
Real quick and I think I don't want to spend too much time on this but I think Lesley already touched on it in in terms of the timeline, but as we look ahead to the launch schedule…
So, what I have here is the week of June 16th; but, that's really because that's when we're sending the first communication to employers.
That website will go live the week prior, and it's kind of nice to have it live and up so that we

make sure everything's good to go and ready and then those program open communications will go out the that first, the week of June 16th.
Excuse me.
After that, there's a cadence of communications that are going to be sent to employers prior to the close of that registration window on September 1st.
So, you can see they're kind of laid out there.
It's roughly, you know a month and a half, a month and about a week in advance of that date.
And we really use that, to sort of overall…the work we've done with states kind of see this as a cadence of employers get those early communications the ones who are excited take action, the ones who are like, oh great, I still have time.
We'll really start to see that employer activity closer to those notices that are maybe a week before the registration window closes and then there are two communications that come after September 1st, and I think we should expect to see a fair bit of employer engagement during that period, right after the registration window.
And it's just the reality of it, folks are going to see those, and say, yes, now it is finally time for me to take action, so, I think we should expect a lot of movement from the employer community here in the state, kind of the back half of August and the first half of September.
Last item I wanted to touch on before I jump into the quick demo is, employer data.
So, that's obviously key to our work to make sure that we're communicating with the appropriate population.
Working really closely with Michael on…we have a good data source from the state, doing some cleanup, comparing that and making sure we try to eliminate as many employers as possible that we know are already offering a qualified plan; but, we are very much on schedule to ingest the different employer records, create a record and a unique access code for those employers and then use that information for those first notices that will go out midway through June.

Treasurer Conine
Courtney, could you talk a little bit about the…or, maybe Michael, the entire employer pool who is exempt based on the information we have…kind of take the Board, if you will, through that process?

Michael Pelham
Sure, thank you.
Michael Pelham for the record.
So, I have been tasked with paring down our list of potential employers that are going to qualify for NEST.
You know, it's looking like employers that are you know, one thousand or more employees are going to be mostly exempt.
There's only a couple of those employers that land on our list.
And, yeah, we're working down, we're eliminating government agencies; local governments have landed on our list.

So, we’re cleaning that…a lot of times, these large corporations will have different EINs for different portions of their business.
Perhaps their payroll department has an EIN, and maybe their employer, their employees are under another EIN.
So, so that's something that we're looking and cleaning the data to ensure that we're not going to reach out to somebody that, that we don't need to.
You know, that could potentially, send some red flags to people, that you know that, why are we contacting them when we don’t need to; so, we don’t want to do that.
But yeah, right now we’re cleaning the data.
It's looking like we've got over 14,325 employee, employers, that are gonna qualify for NEST, and we're looking at nearly 500,000 employees that will qualify for NEST.

Treasurer Conine
Great, ok, I know that was a question that we’d had before Members; so, I wanted, now that we knew, I wanted to share it.
Any questions before Courtney continues?

Member Caldera
Yes, this is Member Caldera, for the record.
Can we clarify the registration window close on September 1st, and when does it reopen, if it closes?
And then just elaborate on the 1st and 2nd post registration notices on the 8th and 29th.

Courtney Eccles
Sure, I’m happy to take a stab at that.
This is Courtney Eccles for the record.
So, the focus really on that registration window and the point in time that we would like employers to take action is really based on the fact that, there's a requirement for participation if an employer isn't already offering a qualified plan.
And what we have seen across all of these state auto IRA programs, is that having that clear point of action and that clear, hey, the program is open…this is the period of time that you have to take action, register all of those things; that's what really drives the employer movement and the employer engagement.
So, it does not mean that after September 1st, the system shuts down and an employer is locked out for registering; what it means is that that is kind of that defining line of ,this is what you need to do and this is the action you need to take prior to the close of the registration window in order to be compliant with the state requirement.
As I mentioned, right, and I'll talk about those two post registration notices…we see plenty of employers engage and take that action after the window closes and that's fine, right, at the end of the day I think what we all are looking for is employers to participate and do the right thing.
But you kind of need that point in time to give to give direction; so, those 2 communications that come after September 1st, they're really focused.

The message is, hey you missed the registration window, but it's not too late, take action now, get yourself signed up, add your employees and make sure you're in compliance with Nevada Law. And the second communication as you can see, one is about a week after the registration window, the registration period, and one is about a month after, and so both of those are really time that, you missed this…you need to make sure you're in compliance with state law; but, it's not too late to take action now.

Member Caldera
Wonderful, thank you for that clarification.

Courtney Eccles
Of course.

Treasurer Conine
Of course.
Member Kao.

Member Kao
This is Member Kao.
I have a question for your parties; so, September 1st this year is a Monday, it's Labor Day; will Vestwell's offices be open on that day if employers have questions?

Courtney Eccles
That's a great question.
We are not open on Labor Day, which is why we timed to have all the communications go in advance.
So, you'll see that these are not exactly one week prior to the deadline, in part, because we want to encourage employers to take action and do that work in the week prior.
So, we're aware that it's a holiday.
Sometimes, you know, end of month, or first day of the month also fall on a weekend, which you know, call centers are not open on Saturdays and Sundays for example.
All that being said, what it means for us is that we'll be prepared, for you know, higher volume in bleeding into that weekend for employers who are calling in and we'll also be prepared for high call volume starting, you know, Tuesday and the other thing I would say is, a lot of what we try to drive participants towards is use of the help center videos, tools, chat bot resources that we offer, all of which are live even if the call center is not open on Labor Day.

Member Kao
Thank you.

Treasurer Conine
Thank you Member.
Any additional questions from Members?
Courtney, please continue.

Courtney Eccles
Alright, so let me just switch over a tab here.
Hopefully that worked seamlessly for all of you.
So, what I'm showing you now is going to be the process of an employee, hopefully soon to be a saver, right, who is coming, who got their communication from the program that their employer has added them to the NEST Program and they're thinking, great, I want to, I'm not gonna wait to be, you know, auto-enrolled later, I want to kind of claim my account, set it up, and add my beneficiary, all that good stuff.
So, I'm gonna walk through this demo and am happy to answer questions along the way.
Being somewhat limited, because it's not a live QA environment, but, I think this is gonna really show you the flow of what it looks like.
So, you come to this welcome page, you can click that either right from the email, or right from the website depending on where a person has come, and the first thing they're gonna do is add the access code that they were given in their communication, just like employers, savers have a unique access code that is theirs.
Obviously, if you don't have a code, there's a different way that we can help find the account, but here, we happen to have it.
So, this just shows the four steps, right.
We're gonna retrieve the account for the individual.
They'll create their login to verify their identity and then set up their account preferences.
So, this first part, and I'll show you, usually put the last 4 digits, your birthday, go to next.
Great, I work at a tire store, we have found my generic employer for the day, and the reason I point this out is, for anybody who is also coming to the program site as an employee who wants to opt out, this is how they do it.
So, they don't have to go through a lot of work, I just wanted to call that out because I think it's important to understand there are going to be folks who opt out for any number of reasons.
So that, you know, they would just click this little opt out button here and go ahead; but for me, I want to set up my account; so, I'm going to hit next.
Great, we have identified in the system this employee account tied to an employer that added them.
So, the next thing I'm going to do is add my e-mail address.
This always makes me smile because our product team I think must really like Parks and Rec.
But anyway, I'll click, get started.
So that's the e-mail I'll be using to log in, and then I'm going to put in you know a password that I wanna use that obviously meets the pretty strong requirements we have which is really just about data security, and ensuring you know, that individuals have safe accounts.
So, I've added that in; I'll create my login.
And we do that first in part because that way if for some reason, the person kind of stops along the way, as they're going the rest of the enrollment they've already got a login.
So, when they come back they can just put in their password or their e-mail and password and

pick up right where they left off; so, that’s why we do that set-up first.
Next, we’re gonna verify identity, and this is because we run the, Know Your Customer process at a certain period of time; but, if someone is coming to claim their account, we actually have our Know Your Customer process through Plaid that can run in real time, which means if for some reason, an employer added inaccurate information by accident, or mistyped, you know, Social Security number or something like that, by an individual taking this action right here if we needed to, we could say, hey, we can’t match you, take a picture of your driver’s license or something like that and they get it all fixed in real time and don’t have to follow up later.
It's a pretty slick system actually.
So, we'll do verify me, I fill out this information, right.
And then this is where we say hey, we're verifying your identity as part of our Federal requirements for Know Your Customer to open an IRA.
I'm going to go ahead put my phone number in, grab myself a verification code, while I'm doing that, I put in my birth date that matches a government issued ID.
Let's say I get my access code on my phone.
I type that in, click continue.
Name matching my government ID and then address, and again all of this is happening in real time to verify an identity.
So even if, the way our process works, you know, even if there's something that might be slightly misaligned, at the end of the day, the system is using all of the information, and if it's confident that we have the person here who they say they are, you are able to be matched, and you're verified right.
And again, as I mentioned, if for some reason something isn't aligned, it's a really nice system where as they're going through it you can upload an image or a photo or something in real time, so that you don't have to come back or fax information and things like that.
Alright, I have been verified, so now we get to the point where I'm going to set up my account.
So, you can see I’m pending right now; I’m probably still in my thirty day window, I’m at a 5% opt out rate.
I can change that, or I can go to next.
Oh, and here, we're going to look at my investment options, so, as you can see this is the default across all of the all the programs that are part of the partnership.
So, it's a current, the capital preservation fund for thirty days and then we say future, because that's sort of a way we found to really help folks understand, you got that thirty days in the Cat Pres (Capital Preservation Fund) and then it's gonna go into your target retirement option right.
And I can click change strategy and I can go in and I modify my percentages, I can modify them currently or for future, I can add another fund, right.
And you can pick funds here, or you just go back in a and cancel, back.
And then what I’m gonna do is just click next; because, I want to keep it as I have the default.
So, you can go in and do all of those things, or you don’t have to and you just stay with the defaults that are part of the program.

In this case, we are offering up right off the bat for someone to add their beneficiaries, so much better I think as you all know, running other programs as well that having that beneficiary information right up top.
So, watching magically fill in the entire form in front of your eyes, but I've added that and you know you can always add another beneficiary or you can just go ahead down to next because you've got one.
This is where I've got access to the Program Description and Custodial Agreement that I know are coming up later on the agenda.
So, if I am not engaging in the system, those are automatically sent to me if I stay in the program on that thirty day when I'm officially enrolled and my IRA is open.
If I'm coming in to the Saver Portal and opening my account, I can just acknowledge, you know, receipt of these documents right here, and I can open them up, look at them, download them, all that good stuff.
And they're always available in my account, should I want to look at them later.
Alright, so this is kind of a review of where I'm at, my five percent.
I maintain the default savings options, I've added my beneficiary.
I didn't have any contingent beneficiaries, so I'm just gonna go ahead and finish my account setup and so then, this is the page that employees will see when they log-in, right, so you can see right now I don't have a balance, but when I do, that'll obviously be updated and reflected, they get to see their funds, they can see which employers they're connected to.
So, something that I think is kind of nice, is you know, as you know, I might be someone who's working multiple part time jobs, and I can be saving from one or both of those employers and I can see all of that in my account and then of course we've got activities, investments, transfers, all of those different things.
So, that was a lot, but hopefully, it just kind of hits at a high level of that flow and process that someone goes through when they're claiming their account.

Treasurer Conine
Thank you Courtney.
So, any questions from Members?
I thought that was pretty thorough.
Member Kao.

Member Kao
This is Andy Kao.
I have a question for you.
The scenario where the employer is assisting their employee in setting this up, how does that work for that verification process?
And secondly, you know, there's a sub-set of employees that don't have emails or phone numbers, how does that process work in that scenario?

Courtney Eccles
So, let me tackle the first one first, just to make sure I'm understanding.
So, an employer is going to add their list of eligible employees as part of their registration and then after that, the communications are going to be sent directly to employees.

I think in reality, there are probably cases where you may have an employer who sort of proactively says, hey you got this communication don't forget to sign up or engage but ultimately it will always be the individual who would set up their own individual account?
So, there isn't really a there isn't some sort of defined process for an employer to set up a savers account on that employee 's behalf, does that make sense?

Member Kao
It does, I think that's the technical answer, right, and then there's the reality answer where I'm gonna have a group of employees that, they don't know how to use the computer and it's, you know, as an employer, we're gonna help them through this process and make it work.

Courtney Eccles
Sure, so on that note actually, one thing that might be helpful because to your point, not everybody has a computer at home, right, but, the vast majority of people do have a cell phone and so for the Saver Experience in particular, I mean, all of the sites, the website, the Saver Portal and the Employer Portal are all mobile responsive.
But, this registration is something an individual employee could actually do on their phone and you know, you could take a picture on your phone if you needed to upload a picture of your driver's license, those sorts of things.
So, if an employer is giving their employee access, I don't think it would change anything about the experience.
It's just that if their employee may use the computer at the office to go through this enrollment.
Ultimately, it's still the employee who will have to provide the information.
An employer frankly shouldn't be setting up, to this level, shouldn't be setting up an account on behalf of their of their worker, but I think the other thing to remember is, if you've got a situation where folks are a little less engaged, there's a reason it's an auto-enrollment program with defaults.
So those folks still will have the opportunity to save if they want to and have to do this in order to begin that process.
And then I guess, sorry, I don't wanna lose track of your second question which is we do ask for an employer to provide either an e-mail address or a phone number?
There are circumstances to your point where somebody may not have either of those and then usually what we say is, how do you as an employer communicate with your employees?
Right, if it's not the ability to text or call and it's also not the ability to email them, if it's you know, a hard copy, make sure we've got their address, because then we will send communications through hard copy letter.

Member Kao
So, they won't be able to go through that verification process without either e-mail or phone.

Courtney Eccles
We ask for that information and again in rare circumstances employers don't have something for either, most of the time we're seeing that employer has either an e-mail address or a phone number.
The verification we take into consideration a whole host of pieces of information about an individual ,what, you know specifically, we have to have Social Security number, birthday, name, right and then address, phone number, email, those are all bits of information that the system can use to help try to verify an individual.

Member Kao
Got it.
So, sounds like it will work in some format.

Courtney Eccles
Yeah and if and if someone doesn't pass the Know Your Customer process, they'll get a communications that says, we need more information to verify who you are before we can open an IRA on your behalf, and then there's a whole set of information that can be provided.
And some of this is just under Federal Law, we have to ensure that we are doing our best before opening an IRA that we aren't have to opening it for the person who is being represented.
So, it's a kind of a process of using different data points.

Member Kao
Got it, thank you.

Courtney Eccles
Of course.
Oh yes, sorry, a question came in, I think from the chat about whether or not there is an app.
So, we do have an app, that is common for account holders to log into.
So, you can use that app, but it is an app that is intended to be used after you have created an account, right.
So, for Retirement Program, once an individual has gone through this process and created an account, yep, one hundred percent, they can download the Vestwell app that we have that allows them to log in and access their account at any point on their phone, but you would need to you would need to set up the account, right, you have to log in with that username and password.

Treasurer Conine
Of course.
And just as a reminder if I could, this is Zach Conine for the record.
Under meeting law and just general meeting things, if there are questions, generally from Members, let's answer them.

If there are questions in the chat, let's answer them offhand, or, if any Members would like to ask a question that is asked in the chat, please feel free to do that as well, just so we don't run afoul of anything unintentionally.

Member Caldera
Yeah. I just want to clarify for the record, obviously the employers are gonna be responsible for uploading the payment to the system.
I know on that slide you, it shows where the employee can actually link a bank account.
Will that link dissipate or will not be there in the event that we already have a bank on file?

Courtney Eccles
Oh, great question.
So, no.
In the Employee Portal, they always will have the ability to connect their own bank account to their IRA in addition to any contributions that might come through payroll deposit.
So, this particular setup and access that a saver has is to say, you know, yes I have 5% coming in from the restaurant that I work at but I'm really excited about this IRA and I would also like to contribute $50.00 every month; so, I'm connecting my bank account and could set up a reoccurring payment.
Or, I've added my bank account so that should I ever take a withdrawal, I have a bank account on file that allows me to receive that withdrawal directly into my account as opposed to through paper check.
Those are the two reasons you'd have a, bank account access, yep.

Member Caldera
Thank you.

Treasurer Conine
Thank you Member Caldera.
Any additional questions from Members?
Member Palmer?

Member Palmer
Yeah, I have a question about the employers logging in and submitting information.
In Nevada, we have a lot of bartenders and wait staff that work multiple jobs that may qualify for the 120 days.
How is the information in the system and being seen on the website?
Let's say they have 3 different bars they work at or restaurants and that's all being put in.
How is that seen by both the employer and the employee?

Courtney Eccles
Sure, this is Courney Eccles for the record.
So, let me try to tackle that and make sure I'm answering the question you're asking; so, stop me

if I go off on a on a different thread.
So, the way that this works if you've got an individual who is working multiple jobs, is they will always have a single account in the program.
I actually think that's one of the really nice advantages of this type of state administered IRA.
I may have contributions coming in from a variety of sources and I cannot keep track of an account that is tied to my, multiple employers.
So, for the employee side, once they've set up their account, when they actually log in they'll see each of their employer connections and can look and make sure, like hey, I've you know, the first restaurant I do want to contribute from that particular employer.
The second one, for whatever reason, I don't want to, so, I'm turning that to zero percent where I'm opting out from that employer perspective, and they can make those decisions for however many employers they're connected to, and that is continuous or, if I happen to move from one workplace to another, right, it doesn't change, I will always have that same account.
Touching on your question about 120 days and from and what an employer sees, my understanding and please correct me if I'm wrong, is that, that 120 day component is looking at each individual employer.
So, from the employer side, I may not know if my employee is also saving through some other avenue and that's fine, I don't need to know that in order to facilitate and make sure I'm filling my role as an employer.
So, I will look at, you know, my employees period of time with me and add them and make sure that I, you know, have everybody who's been there for at least 120 days and working, that I will add them when I add my employees as part of my either initial registration or my ongoing, you know, adding new hires as they become eligible.

Member Palmer
So, when they, the new employer has an eligible employee, when they log in, they're gonna enter the system as if they're completely unaware of any other employer.
It's like a brand new login and the system will automatically combine them?

Courtney Eccles
Yep.

Member Palmer
Is that the correct understanding?
Thank you?

Courtney Eccles
Yep.
That is…you said it much more succinctly than I did.

Treasurer Conine
Thank you Member Palmer.
If things don't work out for you in you're shockingly successful private career, maybe Vestwell, a little backup?

Courtney Eccles
That's right.

Treasurer Conine
The…any other questions for Members?
Alright.
Please continue.

Courtney Eccles
That was actually everything I had.
I think, so, happy to send it right back to you Treasurer.

Treasurer Conine
Perfect.
Thank you Courtney.
Appreciate that.
One of the things that's been such a pleasure throughout this process is just seeing hopefully how seamless it seems for both employers and employees and then of course as we know once this thing gets out there, we're going to hear from hundreds of employers and probably thousands of employees on slight ways we can change it to make it better, as is always the case when you go live something like this; but, I appreciate everyone 's diligence to the state.
With that I'll close Agenda Item Number 4 which was just for discussion and move on to Agenda Item Number 5, Board review and approval of the Nevada Employee Savings Trust program documents.
We'll start with the program agreement, then move into Custodial Agreement.
One kind of lead off before we get to Lesley; obviously, these are load bearing as we get closer to go live.
Appreciate everyone 's diligence and work to date and hopefully we can continue moving forward so that we can hit all our timelines.
Deputy Mohlenkamp.

Deputy Mohlenkamp
OK.
Thank you.
Lesley Mohlenkamp, Deputy Treasurer, Financial Literacy and Security Division for the record.
Before you today is part of Agenda Item Number 5 is the program description and Custodial Agreement documents that are required to be in place prior to the NEST Program's launch.

As demonstrated by Courtney, they are absolutely part of the employee registering at that point.
These documents are the standard, what I'm calling fine print documents that are given to an account holder upon being enrolled in the program.
With the launch of the program just weeks away, we have these documents here today for your ratification, as these are needed before the program can officially go live.
So, due to the short time frame to finalize the documents and more importantly to provide the expertise needed to ensure the documents are aligned with the NEST Program in Nevada Statute, we brought in AKF Consulting to review the program description, as this document incorporates many Nevada specific details.
And so we have here today, Mark Chapleau from AKF Consulting to provide an overview of the two documents, a very brief overview, and to go over the review that was conducted for those documents.
We also have Andrea Feirstein from AKF as well, for any additional questions, and so at this point in time, I will turn it over to mark to go over the documents.

Mark Chapleau

Thank you for the opportunity to join you today.
The Treasurer's office asked us if we could discuss the Program Description and Custodial Agreement; so, I'll start with the program description.
The program description is designed to provide participants with material information about the program required by the NEST Act and the Federal Securities Laws.
It's based on a format that's used in other state facilitated Retirement Plans.
And it covers key topics, that are that are common to the program.
The auto enrollment nature of the program, how to opt out, employee eligibility and enrollment, the default contribution rate, the default investment option, how to change the default rate and option, how to make contributions and withdrawals, account maintenance fees and expenses, the investment options, program and investment risks, and importantly, cross references to the Custodial Agreement and Disclosure Statement.
Are there any questions?

Treasurer Conine

Any questions on that layout from Mark?

Member Caldera

This is a Member Caldera.
I did want to just clarify and maybe Lesley, if you want to table this to maybe later in the meeting, because I did submit some questions that I'm hoping that we can get answers to in regards to, first of all the automatic enrollment.

In the agreement, it does specify that if you're hired after your, after the employer's registered in the program, the employer will enroll you no later than 120 days following your hire date, and I just want it to just get clarity on the actual, when to, when will that automatic enrollment take place if the employee doesn't do, doesn't register, or you don't log-in to make an election?

Deputy Mohlenkamp
Lesley Mohlenkamp for the record.
I think, I may actually have Courtney speak to this a little bit more just simply because it is part of the way that the system and the workflow goes.
But, as in terms of the 120 day period, that is a maximum, right, so, anytime before that, an employee can elect to you know become part of the program.
So, I think Courtney, I'm gonna go ahead and have her describe it a little bit.
We have been in discussion to clarify that matter.

Courtney Eccles
Sure, happy to.
This is Courtney Eccles for the record.
So, I guess two pieces, right.
There's the when employer adds an employee, and that 120 day period, and then there's the when does the employee get these materials?
And so, for the 120 days, this is actually a language that a number of states have as part of their Statute.
And in practice, what I think states have tried to do is strike the balance of appreciating that, that 120 day language that that employee that isn't eligible or doesn't have to be added by an employer until they've worked there for a period of time.
The intent is to ensure that employer might have, you know, seasonal employees or short term folks or high turnover, isn't constantly adding people who are only there for fifteen days or thirty days or only working two months of the summer.
And then what we see in practice is, that is absolutely the case for many employers.
But, what we also see is employers who say, why hire this individual, they’re gonna be here a while, do I have to, can I only add them after 120 days?
And, so, this kind of allows them, this allows employers the flexibility to say, if somebody has worked 120 days, then I clearly do need to add them, if I have an onBoarding period for my workers and after that thirty day period, great, they're in, I would like to add them then, they can do so.
If an employer says, you know, what works best and my schedule is each time I come in and I submit my contribution file, I just wanna go ahead and add the new the new employee who

started this week, they can do that as well.
So, I think it's really trying to strike the right balance of giving employers that full 120 days to take, to wait before adding an employee, but, acknowledging that employers in their practice may actually find it easier to add someone prior to that time.
So, hopefully that addresses the first part of your question and then if the second part is related to when they get these documents, that comes once an employer has added that individual, we have then, that employee record, and that's what starts that cadence of communications to employees, so that at the latest, they will automatically get their Program Description and Custodial Document when they are auto enrolled after the thirty day opt out window, or, they'll go through the process that I just went through, you know, whatever day it is that they decide they want to go in and engage online, and that's when they would be able to confirm, yes, I'm receiving this PDB and this Custodial Document.
Thanks a lot.
I hope that touched on your question.

Member Caldera
Well, I want like to be a little clear.
So, let's say the employer adds me on the 100th day, so, before 120 days, at what point as the employee, will I see this auto deduction take place?
What's the timeline for that auto deduction to take place?

Courtney Eccles
Sure.
So, I think the way to view it is in 2 different steps.
I as an employer have up to 120 days to add you.
In your example, I've added this employee on day 100 of their employment.
When that employee is added is what starts the 30 day clock.
So, I have added that employee, then they get their day one, hey, you've been added to communication and that kicks off the thirty day window where they can choose to opt out, make changes, any of those sorts of things and then on day 30 of that window, if they've taken no action, they will get these documents and thereafter, they, in the system, are eligible to receive their payroll contributions and the first dollars will come in whenever that employer runs their next payroll based on that employer 's payroll schedule.

Treasurer Conine
So, thirty days, plus a payroll schedule from when the employer does something.

Courtney Eccles
Correct.

Treasurer Conine
Ok.

Member Caldera
Great, thank you so much.

Treasurer Conine
Yeah, great question Member Caldera.
We'll go to Member Kao and then Member Palmer.

Member Kao
I have a follow up on the same segment for automatic enrollment.
So, our state defines Covered Employee as someone who is employed by a Covered Employer for not less than 120 days.
So, they don't become a cover employee until after 120 days.
So, in this scenario, like what Member Caldera said, but, if they were added on day eighty, and it triggers a thirty day window, that brings it up to 110 days.
Does that start their deduction process?
Because, they're not a Covered Employee yet, at 110 days.

Deputy Mohlenkamp
Lesley Mohlenkamp for the record.
I might be able to clarify that.
An employee, any employee in the entire state, can actually join this program at any point in time.
So, it doesn't preclude them if they join on day two, or five, or, you know, 110.
So, there's no issues with that.
It's really when the program starts to pursue compliance and mandates, is really where we hit the 120 day mark.
So, in that case, if an employee actually started before that 120 days, it's absolutely Ok by law.

Member Kao
Got it.
Ok.
Thank you.

Deputy Mohlenkamp
Yeah.

Member Caldera
Yeah, Member Kao.

I just want to, because I don't wanna create confusion, the way that it reads on this agreement is that the employer will enroll, no later than 120 days.
So, to Lesley's point, is that, I think that, that's the 120 days is something that, is sort of the, it's not that they're a Covered Employee at 120 days; it's no later than 120 days.

Treasurer Conine
And I think Member Kao was reading from the Statute, originally.
Yeah, that was statutory language.
So we're just getting the clarification there between what the program does and what the Statute requires, right.
Obviously the program can do more than the Statue requires, as long as it doesn't require it.
That was Zach Conine, just for, I think we'll be alright.
Member Palmer.

Member Palmer
I had the same question, but anyway we can change the definition of Covered Employee in that first key definition to match what it's saying an eligible employee?
Because it's contradictory.

Treasurer Conine
And I'm sorry Member, you're in the program description, the definitions at the front.

Member Palmer
Yeah, it says Key Definitions, Employees Covered means any individual, 18 years or older who's employed for not less than 120 days, if you go two pages over to Eligible Employees saying if you are a Covered Employee, and then it goes into that subject, it creates a contradiction.

Courtney Eccles
I guess the thing I would say sort of comes back to, sorry…
Courtney Eccles for the record.
It sort of goes back to trying to strike that balance of having the 120 day BM marker where they have to be added by that point, because at that point, they are a Covered Employee.
But, what Lesley shared, is that they can be added sooner, they can participate earlier than that and I think to me, I guess, maybe the best way to say it is, this sort of the difference between ensuring you're aligned with Statute, but providing that operational flexibility where you can, because I will say that if the requirement for an employer is that they are, they can only track at 120 days or later, that's just one more thing that an employer has to come and track and do; so, by giving that flexibility of, the employee can be added up to, you know, anytime prior to, but must be added when they are that Covered Employee, I think that's what tries to create the flexibility.

Member Palmer
Can we avoid ambiguity and get that in writing?

Deputy Mohlenkamp
Lesley Mohlenkamp for the record.
We could absolutely do that as a follow up after the meeting, yes.
And have that as part of the record.

Treasurer Conine
Member Palmer.

Member Palmer
I'm fine with that.

Treasurer Conine
Feel alright there.
Want more?
You good?
Thank you Member Palmer.
And please, for the record, if we could add that Lieutenant Governor has joined us prior to this item, welcome LG.
Any additional questions from Members or Mark, additional notes you want to give on the first of the two documents?

Mark Chapleau
No, that's what I had, but go ahead.

Treasurer Conine
Ok, Member Caldera, Member Palmer.
Go, start talking.
Let's go with Member Palmer first this time, shake it up a little bit.

Member Palmer
Yeah, I have eleven pages of discrepancies.

Treasurer Conine
Ok.

Member Palmer
In this document.
Should I do that now or should we table that?

Treasurer Conine
I think probably for, why, I guess the question is, Member and maybe we need to go through those; but, are the, when you say discrepancies, is that just, obviously the lawyers in the room didn't have eleven pages of discrepancies.
Is that discrepancy between the program description and the Statute discrepancies between…
Help me understand what discrepancies are and that way we can make a path here.

Member Palmer
Sure, I got one where opening an account instead of doing $500.00, they can do $5.00, but, it doesn't say how long and if they're being charged $6.50 a quarter it doesn't state when that $6.50 will be charged.
So, theoretically they could do $10.00 and set up reoccurring and canceling it.
There's no mention of that.
We don't cover work visas.
We have some parts where it specifically says IRAs and contributions and then it's not defined on contributions versus eligible deductions.
What happens, multiple employers over 10%.
Rollovers are subject to a $5.00 fee, a $50.00 fee but if they just send it to their bank account they can do a sixty day rollover and avoid that $50.00; so, that needs to be addressed.
According with the $10.00 annual statement and the $10.00 Quarterly statements; which one is it?
Is it $20.00 in total?
Why no midcap?
Paper statements, why age 65 and not 67 which is Social Security age, such and so forth.

Treasurer Conine
Ok, thank you Member Palmer.
That is helpful and I think with those we are going to have to deal with those, prior to taking action on this item.
That was all on the program description, correct?

Deputy Mohlenkamp
Yes.

Mark Chapleau
Correct.

Member Palmer
Yeah, the first section of the NEST document under Section 5 and then also when…
Are we covering the part of account opening yet or is that later?

Treasurer Conine
We have not gotten into the Custodial Agreement.

Member Palmer
Ok, then I'll wait.

Treasurer Conine
Ok, but I guess,let me ask that question then, because we are in Agenda Item Number 5 and look, the Custodial Agreement, are your comments of a similar nature?

Member Palmer
Yeah, for the first part in Section 5 that says NEST Nevada Employee Savings Trust Program, I was referring to that document.

Treasurer Conine
Ok.
Give me just one second.
Let's take a brief one minute recess here.
Do we have a Deputy Attorney General on the line?

Deputy Attorney General Ting
Yes, you do.
Hi, treasurer.
How are you?

Treasurer Conine
Hi, DAG Ting.
How are you?

Deputy Attorney General Ting
I'm doing good.

Treasurer Conine
You look like a tranquil lake, which I think is necessary right now.
So I think we've got some, it's more of a mechanical open meeting law question.
I think we've got some relatively substantive questions that we need to answer.
I Don't know that we can answer all of those, in real time, with the most effective thing here to be tabling 5 and 6 and then picking this up in an emergency meeting in a week or 2; or, is there a better way here that could be helpful?

Deputy Attorney General Ting
I think your suggestion is right on point here.

I think that we can, you know, I don't want to, kind of, like off the fly here, make some sort of decision.

Treasurer Conine
Yep, Ok.

Deputy Attorney General Ting
So, I'd like to look into it further.
I think an emergency meeting as long as we have a quorum there, then I think we can dig into these deeper and have a better answer.

Treasurer Conine
Ok, I think that would be useful.
Can I ask, Deputy Attorney General Ting, keep me out of jail here, would it be Ok if all of the Members submitted their questions?
It sounds like Member Palmer got some pretty extensive notes, which I appreciate Member Palmer.
Could they all submit those, we add those to the record for this meeting and then address them in a subsequent meeting?

Deputy Attorney General Ting
Yes, yes, I think that works, yes.

Treasurer Conine
Ok, perfect alright.
So, with that, let's thank you Members if you could, get those any questions in writing to staff as soon as humanly possible and we'll work to schedule a meeting.
With that table agenda at number 5 for now.
On agenda item number 6, for discussion in public life ,I know we also have some questions here; but, we also have Meketa; so, I'd like Meketa if they could please to present as they were planning to on the investment policy side and then to the extent that we have questions, that they can answer in the room, great, to the extent we have questions they can't answer in the room, let us please, we will take those in the same fashion and then deal with them in the same next meeting.
Kay, if you could introduce yourself and take it away.

Kay Cesarani
Great. Thank you.
It's nice to be here today and I'm actually gonna hand it off to Mika, but just to get started, I'm Kay Cesarani and I work at Meketa Investment Group.

For the last 18 years and have been in the business for about thirty and two of my colleagues are here with me today and we're excited to be here, so I'll hand it off to you, Mika.

Mika Malone
Great, thanks so much.
Mika Malone, for the record also with Meketa.
I'm based out of Portland along with Kay and Paula Nealon.
And, just as a by way of brief introduction, and Kay will pull up our document here in a moment; in terms of the ask here, staff drafted an investment policy statement.
This is one of the items that you need in order to move forward with your new program.
Meketa was asked to review that document, provide recommended edits and changes.
To provide a little bit of context, we do work with several other auto IRA programs in the US, so with Cal Savers with Maine, we've seen a lot of these documents.
We tried to provide some feedback around that.
In our opinion, and just as a reminder to the group, the investment policy statement is intended to provide you the ability and the framework to govern this program from an investment perspective over time.
So it outlines a number of sections.
I'll walk through those in a moment.
But importantly, and what you see at the bottom of this introductory slide here, an investment policy statement is a dynamic document that is intended to be adopted and then modified as needed over time.
So, what I would encourage the group to think about as you look to move forward today is to potentially move forward with adoption to understand that six months from now, maybe it's three months from now, or maybe it's every year when you review this formally, you should expect that small or in some cases more meaningful changes will be needed to reflect the nature of the governance of this program over time.
So, I just wanted to lay that out because there is a lot up in the air.
You've already had a lot of conversation today around what this program will look like, what the partnership looks like between Nevada, Colorado and the other partners within this program.
So, this document, tries to address as much of what we know today, but again, I would encourage the group to remember that that doesn't necessarily mean we won't learn new things tomorrow that you'll want to incorporate into this living document.
A couple of things, in terms of the framework…
Thank you, Kay.
We've divided the investment policy statement into twelve sections.
So, some of these sections I think are very straightforward; they lay out the authority for the program, the description of what the program is, what the purpose of the policy is, and then we

move into some of the sections that my colleague Paola will walk through in more detail in just a moment or two, which are around things like the objectives, roles and responsibilities, and what those investment options are.
I wanted to make a couple of comments though, at the outset here, which is when we're thinking about the investments of this program, you are, because you're part of a partnership where the investment lineup has already been determined, and is out there on offer, when you move into this program, that consolidated simple lineup of investment options is what will be available.
So we focus this document in how you will monitor and manage the inclusion of those investments.
Again, that doesn't mean that at some point in the future those investment options would not be adjusted and there is a process for that as well.
So, thinking about what that looks like and Kay, if you just kind of flip to the next slide here, thank you.
We have a section related to reviewing the funds that are in the partner program, the process by which this group can bring potential questions or potential additions or deletions from that investment line up.
But, I will make just one broad comment and the scope here is pretty narrow with Meketa assisting in this investment policy review, but, given our knowledge of other programs, I will note, that the goals of these programs across the country that we have seen, knowing what we know about investor behavior, is to have a very small and simple lineup, right, where costs are really taken into account, where you have a limited number of options.
And so I just wanted to provide a little bit of comfort that your lineup looks like what we consider a best in class program would, which is keeping things relatively simple. And then outlining your policy to monitor those.
The last sections of the IPS, Conflicts of Interest and Statutory and Regulatory Requirements.
These are again just meant to ensure that all of the appropriate parties are involved, where they need to be.
But with that intro, perhaps I'll turn it over to Paola to just highlight a couple of these sections in a little bit more detail.

Paola Nealon
Great, thank you, Mika.
Good morning Board Members.
For the record, Paula Nealon with Meketa investment.
Kay, maybe we can we can jump to page two of the IPS?
Essentially, this sort of the table of content kind of covers and outlines the twelve covered sections, as well as the Appendix.
Appendix one is the, will be the identified option line up as it exists today.

But a few sections we thought worth highlighting, if we could jump to Section five, which is the roles and responsibilities found on page four of the IPS document.
And essentially it's a couple of pages, but what this what this section really lays out are the duties applicable to not just the Board Members, but program staff as well as investment consultants, it retained the initial PDR lead state and the program manager.
Some responsibilities are specific to only the Board.
So, in the case of establishment of the partnership program or the IPS that we're looking to adopt today, that is something coming from the Board, that is a Board decision, but then there are other elements that have overlapping responsibilities, particularly with program staff and an investment consultant, if one were retained, and that has to do with things like monitoring the selection of the funds and then reviewing the performance of the options.
So again, each of these groups have a fiduciary duty with certain bullet points outlined.
These are, you know, these are the critical components, but certainly the document allows for flexibility, as Mika said to make changes moving forward.
I am going to take a pause right there as it relates to the roles and responsibilities.
My goal, just kind of given the time constraint and the document set forth, I wasn't going to go line item by line item, but I am happy to address any questions as it relates to this section and if not, I'm happy to move on.

Treasurer Conine
Thank you.
Members, any questions as it relates to that section?

Member Caldera
Yes, this is Member Caldera.
In regards to the roles and responsibilities of the Board, one of the task's is to monitor the specific funds.
And I understand that obviously we're part of a group of other states than which there might be this PDR lead state or state lead, if you will.
We haven't, I guess if we were to move forward with this IP, I wanted to better understand the mechanism in which that our Board, the NEST Board will be able to receive some type of quarterly report in terms of fulfilling the duties, responsibilities of monitoring these specific funds.
And I assume, and maybe Lesley, you can help.
I know we had a conversation about this.
Were we able to get some clarity in regards to that?

Deputy Treasurer Mohlenkamp
Yes, this is Lesley Mohlenkamp for the record.

So really, today's intention is to obviously look at the investment policy statement so that it creates the framework, you know to manage that, but in as far as moving forward, it will be a Board decision whether or not it brings on an investment consultant.
Contracts for an annual basis or on project by project basis, so we will have access to be able to utilize any consultant that the Board would feel is appropriate.
Or, also maximize the partnership that we're in, because there is an investment consultant that is part of the lead state and we would also be able to do that same type of setup with that particular consultant as well.
So, in terms of the performance, obviously there's gonna be no activity until after the program launches in July.
So, if we were looking at the very first quarter, that would happen in September and October, so that would allow for the time to be able to have that Board decision made likely in July.

Member Caldera
Yeah, I serve as a 338 fiduciary on the investment monitoring and other capacities, and I think it'd be helpful to and this is just my opinion, to work with the lead state if there is an investment consultant, I don't think, and we're all in the same investments across multiple states.
I would recommend that we would just utilize that investment consultant, so that the Board can stay consistent.
Ultimately, we're not selecting the investments individually, 'cause we're part of a group that Vestwell has provided for us, but I think as a voice and in terms of recommending certain things, certain investments going forward, I think it'd be, maybe we'll get more clarity as we work with this investment consultant and the Board will have the ability to carry out its duties through this, and follow this IPS.
That was my main concern.
Was that, we're able to adhere to the IPS.

Deputy Treasurer Mohlenkamp
Lesley Mohlenkamp for the record.
Yes, the IPS would account for whatever scenario on investment consultant that the Board chose to pursue.

Member Caldera
Thank you.

Treasurer Conine
Thank you Member.
Any additional questions on this section?
Hearing on…

Member Caldera
Member Palmer…I do.

Treasurer Conine
Member Palmer, please.

Member Palmer
Two things for clarifying under the roles; the second one, could we, so we are in compliance with the IPS to establishing, modifying and maintaining, that way in our IPS it states that we are able to modify this IPS and can we also add an additional power to the Board by giving us the ability to advocate for changes as shown in Section 8, so that way the powers of the Board are defined?

Deputy Treasurer Mohlenkamp
Lesley Mohlenkamp for the record.
Yes, I think and in terms of the Board motion, you know, if the Board were to approve this today, it could approve it with any adjustments that were made today, I believe, as part of the motion.
So, certainly we could include that if this gets moved to a different meeting and again I would you know defer to the Attorney General 's Office.
But, if my understanding is if we move to an additional meeting, that would actually be part of the changes you would see.

Member Palmer
Thank you.

Treasurer Conine
So, one way or another Member Palmer, we will get there.
Any additional comments from the Board now?
Otherwise, I'll turn it back to Paola.

Paola Nealon
Great, thank you.
So, moving another section that is worth highlighting is Section Six, which is the investment options and it's really sections six, seven, eight and nine that I really wanted to draw your attention.
That starts on page six and essentially what the, what this section takes into account is it provides the detail of the default investment option, and then the mechanics behind it.
So again, this is where we are hoping that the bulk of assets will reside in the default investment option, and as you know, this really just lays out the mechanisms in terms of, once the contribution is received by the saver or participant, the first thirty days will go into a capital

preservation fund.
In this case, it's a State Street money market fund.
After thirty days is when it goes into the target date fund most aligned with your retirement age.
That's of course, if the participant chooses not to do anything, the participant is allowed to make changes accordingly and other investment options are offered and detailed in the document.
But again, the, if we move on to Section Seven, so you know, I know the Board and everyone is aware that the options as they are laid out today, is, you know, is what will be accepted and be used for the state of Nevada if the IPS gets approved, but in the future there will be opportunities to make future changes.
Section Seven just really kind of focuses on how the funds are reviewed initially.
And then Section Eight really goes over the criteria used in the evaluation of these fund options, both from a qualitative standpoint as well as quantitative.
And then finally, the last section that I wanted to point out is Section Nine, which lays out how the Board goes about making changes to the existing lineup.
So, the Board may determine that a that a replacement option is warranted, or maybe feels that an additional option might be beneficial to the savers, and there is a process in place to effect that.
So, the Board would have an opportunity to present its findings to the Chair of the partnership program.
I think it's important to note that, you know, the partners do have a voice as we move forward.

Mika Malone
And Paola, may I make one additional comment at this juncture?
I just, and I should have made this comment at the outset for the full Board.

Treasurer Conine
Sorry please identify yourself for the record, thank you.

Mika Malone
Sorry, thank you.
This is Mika Malone with Meketa for the record.
What I wanted to add here was just that this document in its creation, there are some requirements that it aligns with the structure of the investment policy statement that was created by Colorado as the original lead state.
And I just wanted to highlight that in terms of structure and inclusion, so a variety of policy statements were reviewed by your staff and by Meketa to ensure consistency with that lead state.
So, I did want to provide that additional context as well.

Treasurer Conine
Thank you.

Member Caldera
Treasurer.

Treasurer Conine
Please go ahead Member Caldera.

Member Caldera
Well, I wanted to get clarity because in this IPS, it does limit the, a maximum of no more than three investments and I wasn't clear as to why that is in this IP?

Paola Nealon
So that is a great question.
It is my understanding that that is a Colorado Statute and as Mika just mentioned, you know one of the conditions in joining the partnership program is that this IPS looked very similar in nature.
Obviously not, you know, and respecting any kind of Nevada regulations.
But, I will turn it over maybe to staff if they have any kind of additional comments that they might want to respond to.

Deputy Treasurer Mohlenkamp
Yes, Lesley Mohlenkamp for the record.
That is correct.
This models the requirements in our Interstate adherence agreement, the state of Nevada in joining the partnership or I'm sorry the NEST program, in joining the partnership is required to have a similar substantially similar investment policy statement that also includes those investment line up.
What you're seeing right here reflects what the partnership currently has in place; however, as part of the Interstate adherence agreement in joining that partnership, the Board does have a say in making changes to that lineup in the future.
So, as part of this review, Meketa Investment Consultants took a look at the existing lineup and then you know provided the input that this is a sufficient lineup, you know, in terms of that review.
But again, this just simply mirrors the lead states investment selection.

Member Caldera
Yeah, Member Caldera here.
I'm not questioning the lineup, I'm just questioning if that language, specifically, no more than three investments.

Managers as investment options, if that can be eliminated or are we saying that the investment policy statement is not gonna allow more than three investment managers as opposed to that the participant, you know, is not able, they can select all five if they wanted to.
But, let me just read this.
The program enables NEST participants to direct plan account balances among one or more investment options, but limited to no more than three investment managers.
So, in the way I read that, is that if we have six investment, you know, options, I could only as an employee, only select three.
If that's the case, I would like to see if that can be removed just to avoid confusion, you know, down the road.

Treasurer Conine
Miss Malone?

Mika Malone
Thank you.
This is Mika Malone for the record.
I believe that, as Paola highlighted, that restriction is part of Colorado's Statute and the origin of the program.
However, we have some questions around the language with manager, as you noted from my read, there is just two managers that are currently utilized in the program, State Street and BlackRock.
So, if you think of them in terms of investment managers, there aren't more than three to have to worry about.
If it's investment options, which I believe is where the restriction is that; so, I couldn't say as an individual, invest in a target date 2040 fund and a target date 2050 fund and also more than one other additional option, I believe that is the restriction that's in place.
I think that in order to change that.
The state of Nevada, the NEST program would need to use that language we have in another section of this IPS to propose to Colorado a potential change be considered.
So, I don't know if we can remove that language today.
But we have flagged this for Hunter over at Colorado.
I'm not sure if he is on the line as well, but it is something for maybe potential future discussion.

Treasurer Conine
Yes.
It looks like hunter 's about to chime in.
So hunter, I'm gonna pass it to you in just a second.
But, on behalf of myself, the Lieutenant Governor and the other 3.2 or so million people in the

state, it is Ne-vah-dah.
Please, please, Nevada, ah, ah, not ahh.
Thank you.
Hunter, from the great state of Colorado.

Hunter Railey
Thank you, Mr. Treasurer.
Hunter Rayley, for the record.
So, just to provide a little bit of clarity, on the Colorado Statute as it was written.
And I'm trying to find the section, but, it allows for the program to enter into contracts with up to three investment managers, private financial institutions and other service providers.
So, to the point of the discussion here, if a saver wants to diversify their investments across four different asset classes, they're allowed to.
We're just reading the reading that, as you know, State Street and BlackRock as two investment managers, we could add a third if we wanted to, but there are no limits in Colorado's Statute that would preclude Colorado savers or Nevada savers from making the right investments for them within our existing line.

Member Caldera
Ok, this is Member Caldera.

Treasurer Conine
Thanks for the clarification.
Go ahead Member.

Member Caldera
Yeah, then I think we need to then make that a little clearer.
Because I think what you describe is that the program is allowing in up to three investment managers of which we have two.
But I think this language is suggesting that the participant may only select up to three.
And that's how I read it.
So, I don't know if that just needs to be clarified, because I understand now that it's, the IPS will allow up to three managers, but not to include or exclude a participant from selecting only three.

Treasurer Conine
Great, Ok.
So, Member, what we'll do there is on the follow up list; we’ll tighten it up so that it is crystal.

Paola Nealon
And if I could jump in this for the record…Paola Nealon.

The discussion, Kay, if you want to just jump, it's on page three of the IPS at the introduction when it describes the program itself.
And Member Caldera, I do agree that the language can be tightened a little bit to allow for better clarity, but it is in the it's in the second, the second paragraph of the, of Section 1.
So, it says to direct plan account balances among one or more investment options, and in this case there's five to choose from for the savers, but limited to no more than three investment managers.
Certainly there's a little bit of room for clarification.

Treasurer Conine
Great.
Additional questions from Members?
Member Kao?

Member Kao
This is Andy Kao for the record.
I have a question for Nikita, to lean on your expertise.
In appendix A, the target date retirement fund that is managed by State Street, that one is noted to be benchmarked against looks like itself.
Is that typical where a fund benchmarks against you know its own corporation or its own managers?

Mika Malone
This is…

Paola Nealon
I'm happy to jump in on, I'm happy to take that one, and then Mika.
Certainly add for the record Paula Nealon.
It is, I mean, essentially what you're doing because these are passive funds and you're trying to track the underlying exposures.
That benchmark really aligns with the weighting schemes of those underlying asset classes.
And again, it is the expectation that the performance will align.
Relatively closely with the underlying allocations of that benchmark.
So, short answer is yes.
And that is page twelve, yeah.

Member Kao
So, it wouldn't be that they would target against say BlackRock also has a 2065 fund versus the State Street 2065 fund, it wouldn't do that as a real benchmark?

Paola Nealon
Correct, because you're sort of comparing apples with oranges.
Everyone has, you know, their definition of what a diversified asset class is, along with the weighting schemes reflective of kind of your, your sort of your risk appetite based on your age.
So, so yes, it's the tracking is really with State Street and not with other competing firms.

Mika Malone
And Mika Malone here for the record.
Just adding here that for your future reporting and something that I would argue this group should consider in addition to the benchmarks that you utilize in your appendix and that each fund is publicly stating as its goal to meet or exceed, most consultants will also use what we consider a peer benchmark and that, I think speaks to Member Kao's question where you can look at the 2045 fund compared to all other 2045 funds managed by other groups and see how this fund is doing.
We consider that a secondary or additional data point.
I don't think it has a place here in your investment policy statement, but rather from a reporting standpoint and a monitoring standpoint at the Board level can definitely add value just to be aware of what those other funds as Paula mentioned are doing in the marketplace.

Member Kao
Thank you for the insight.

Paola Nealon
Great.
And unless there are no other comments, I did want to just leave it here with, I wanted to just highlight it to the Board Members, the Appendix One.
And again, this reflects the options in existence today.
So, with the approval of the IPS, the monies, that the contributions that we start receiving would go into one of one of these noted options.
And with that, that does conclude my prepared comments.
But, I am happy to address any questions.

Treasurer Conine
Excellent!
Members, any additional questions on the investment policy statement.
Member Palmer I'm so sorry, we're pretty zoomed out down there you and Lieutenant Governor have any questions?

Lieutenant Governor Anthony
Not up here.

Treasurer Conine

Alright, thank you.

I.T., don't know if there's a better way to zoom in just so I'm not trying to see Member Palmer waving against the void there.

Ok.

Member Caldera, Member Kao, Member Sewald, any additional questions on the IPS?

Member Caldera

Chairman Conine, I do have a clarification that's not on the agenda related to some, something that I think will be helpful to clarify for our audience.

Treasurer Conine

Go ahead Sir.

Member Caldera

There's quite a bit of confusion.

There are some payroll providers that are suggesting that our NEST program is going to have a staggered enrollment for different sizes of businesses.

Can we for the record, just clarify that we don't have any stagger that all businesses of all sizes would be eligible to participate starting on the, June 16th, or June 9th?

Deputy Treasurer Mohlenkamp

Yes, Lesley Mohlenkamp for the record.

I appreciate you bringing that up for the record here today, Member Caldera.

What we have seen as part of the program is that there is some information out there.

We are trying to hunt down the source of it to figure out where, you know, this information has come from.

But, certainly very erroneous information related to registering with 1000 employees at a certain point; 500 at a certain point.

That is correct; it is not going to be a tiered approach; there is one open registration period; it starts June 9th through September first and that is it.

All employers who are going to be part of this program that have been identified as eligible are going to be receiving notice from the program and that is their registration period.

Treasurer Conine

And this is Zach Conine for the record.

One of the things that did come up during the legislative process this bill took a number of years to get through and had a couple of different iterations and one of the original bill drafts, I don't know, four years before the bill went through, we included a staggered roll out, which I think is probably where some of this is coming from.

California also included a staggered roll-out.
Member Sewald.

Member Sewald
Yes, Sir.
Thank you, Mr. Treasurer.
For the record, Marybeth Sewald.
Something I would point out, I hadn't heard that, Joe, so thanks for bringing that up.
But, that could be important for us to emphasize tomorrow during the Vegas Chamber's situation report educational webinar, which both of you will be part of.
So, we can definitely get that on the list and help clarify that misinformation.

Treasurer Conine
Thank you Member caldera and thank you Member Sewald.
I expect as is the nature of programs like this, we will hear about all sorts of new features and functions of the program over the next couple of weeks that we've never talked about.
Ok.
With that on the investment policy statement and the changes that we've discussed in concept, making those changes, I would accept a motion to accept the investment policy statement with those changes and also giving staff leeway to make any other additional technical or clarifying changes that we think could make the document more effective without changing its substance greatly.
Motion…

Member Palmer
Member Palmer.
I'll make the motion to accept it with changes and allowing us to change it, yes.

Treasurer Conine
Thank you, Member Palmer.
Any discussion on that motion?
Ok, all in favor say aye.

Member Sewald
Aye.

Member kao
Aye.

Member Caldera
Aye.

Lieutenant Governor Anthony
Aye.

Member Palmer
Aye.

Treasurer Conine
Aye.
All opposed?
Motion passes unanimously, thank you.
I'll cross that one off the list.
And with that we'll move on to public comment.
Comments from the public are invited at this time.
Are there any Members of the public in Carson City, Member Palmer, Lieutenant Governor?

Lieutenant Governor Anthony
No public comment up here.

Treasurer Conine
Thank you LG.
Any members of the public online?
Alright.
And any Members of the public here in Las Vegas?
Let me just take a moment as a Member of public to let the Board know that we'll obviously need to have a special pick up meeting sometime relatively soon.
We will get back to you later today with some potential dates and find a time where we can get a quorum, as well as a reminder to Board Members, if you could please send in any questions that you've got about the program description or the Custodial Agreement, so that we can get some time with the attorneys and chomp through those so that we can hopefully put those to bed during our emergency meeting.
Alright, with that, thank you all very much.
I'll close the second period for public comments, move on to agenda item eight.
We are adjourned.
Have a great day everybody, thank you!

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST (NEST)

Minutes OF THE BOARD MEETING

May 28, 2025, 4:00pm

Location:

Via videoconference at the following locations and on Teams

Old Assembly Chambers
Capitol Building
101 N. Carson Street, 2nd Floor
Carson City, NV 89701

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

Board Members Present:

Chairman Treasurer Zach Conine – Remote via Teams
Lieutenant Governor Stavros Anthony – Remote via Teams
Joe Caldera – Remote via Teams
Andy Kao – Carson City
Mary Beth Sewald – Remote via Teams

Others Present:

Gregg Ott – Chief Deputy Attorney General – Remote via Teams
Lesley Mohlenkamp – Deputy Treasurer, State Treasurer's Office – Carson City
Hunter Railey – Colorado Secure Savings Program – Remote via Teams
Courtney Eccles – Vestwell – Remote via Teams
Matthew Golden – Vestwell – Remote via Teams
Michael Terdeman – Vestwell – Remote via Teams
Andrea Feirstein – AKF Consulting – Remote via Teams
Michael Pelham – State Treasurer's Office – Remote via Teams
Evelyn Castro – State Treasurer's Office – Remote via Teams
Itzel Fausto – State Treasurer's Office – Remote via Teams
Veronica Kilgore - State Treasurer's Office – Remote via Teams

Kayla Slaughter – State Treasurer’s Office – Las Vegas

Travis Fosse – State Treasurer’s Office – Remote via Teams

Treasurer Conine

Hello everyone, can you hear me all right?

Member Kao

Yes.

Treasurer Conine

Perfect.

Thank you, Member Kao, and thanks to everyone else for being here today on this very special meeting of the Board of trustees of the Nevada Employee Savings Trust for May 28th, 2025.

Let us get moving.

Lesley, would you please call roll?

Lesley Mohlenkamp

Thank you.

Treasure Conine?

Treasurer Conine

Here.

Deputy Mohlenkamp

Lieutenant Governor Anthony?

Lieutenant Governor Anthony

Here.

Deputy Mohlenkamp

Member Caldera?

Member Kao?

Member Kao

Here.

Deputy Mohlenkamp

Member Palmer?

Member Sewald?

Member Sewald

Present.

Deputy Mohlenkamp

Treasurer, you do have quorum.

Treasurer Conine

Excellent, thank you so much.

We will close roll call and move on to our first period for public comment.

Councilman, Public are invited at this time.

Member Kao has anyone joined you in Carson City?

Member Kao

We are here alone.

Treasurer Conine

Alright.

And I don't see anyone in Las Vegas.

Are there any members of the public online?

Ok, hearing none, we'll close our first period for public comment.

Move on to Agenda Item Number 3 for discussion and possible action, Board review and approval of the Nevada Employee Savings Trust (NEST) Program documents before I kick it over to Director Mohlenkamp, Deputy Mohlenkamp.

I just want to thank you all for your speed and diligence in going through this process as quickly as you did.

I hope you got all of the answers that you need, but I really do appreciate the efforts that were put in.

And also by Members Caldera and Palmer, who could not join us today.

But, I think we've got much better product because of your efforts and I'll kick it over to Deputy Mohlenkamp.

Member Caldera

Sir, I am on the...I'm here.

Treasurer Conine

Alright, let's mark Member Caldera here and take back all the nice things I said about him in his absence.

Member Caldera

That's right.

Treasurer Conine

Deputy, go ahead.

Deputy Mohlenkamp

Thank you.

Lesley Mohlenkamp, Deputy Treasurer of the Financial Literacy and Security Division.

As part of Agenda Item Number 3, the staff has provided the board with updated versions of the Nevada employee savings trust program description and Custodial Agreement documents and these are required to be in place prior to the NEST program launch.

Staff has worked with the board over the last week to collect suggestions, clarify any remaining operational questions, and incorporate any adjustments to the documents.

We appreciate the quick response from the board members to provide suggestions while working within a very narrow time frame so that we could stay on target for the program's launch which is just a couple weeks away.

We appreciate the work from our partners AKF Consulting and Vestwell as they helped us to navigate through the review process as well.

And as you will see there were no adjustments to the Custodial Agreement, but we did have some adjustments to the program description and we have provided a redline version as well as the final document in the meeting packet.

And currently, we have both of these documents with the attorney general 's office as well for review to ensure that we align with Nevada Law.

Should the board wish to approve the documents today, staff is prepared to incorporate any additional adjustments from the AG’s (Attorney General’s) Office should they find any needed changes.

So at this time, I'm happy to answer any questions you may have about the documents or the suggested changes.

Treasurer Conine

Thank you, Deputy.

Let's start with the first one.

Members, do we have any questions on the program description document?

Member Caldera

This is a Member Caldera here.

I just want to thank staff for spending time with me to review the items in the red line.

There was no additional...I think the items suggested is appropriate and I have no further questions regarding it.

Treasurer Conine

Thank you, Member.

Any other questions or comments from Members on the program description?

If not, let us move to the Custodial Agreement.

Any questions or comments on the Custodial Agreement from Members?

Ok, hearing none on that.

Deputy any additional comments there, otherwise...

Deputy Mohlenkamp

No, no additional comments here Treasurer.

Treasurer Conine

Thank you.

Ok, so what I'd like to do is take a motion that approves these two documents, which we can do as one motion, but also allows the flexibility for staff to make changes pursuant to any changes that the Attorney General's Office would request us to make about that to be in compliance with statute, so they may be, there may be changes, there may not be changes, but I want to make sure staff has the flexibility to make them pursuant to the AG's (Attorney General's) suggestions.

And I'd also ask staff if there are any changes like that to bring back the next round of changes to us.

Member Sewald?

Member Sewald

That was my question, you answered it.

Thank you, Sir.

Treasurer Conine

Of course.

So, could we have a motion to, A), accept the documents, B), make any changes, have staff make any changes as required by the Attorney General's Office, and C), bring back those changes in the final documents to this board at our next meeting.

Member Caldera

I'll make a motion for that.

Specifically to have staff be able to make changes according to AG.

And specifically related to the beneficiaries, I think that section and the beneficiaries needs to be reworked.

As it relates to Community Property concerns in that section.

So do you need further motion...any further clarification?

Treasurer Conine

No, I think that's great.

Member Caldera

Ok.

Treasurer Conine

Any discussion on the motion?

All in favor say aye.

Member Sewald

Aye.

Member Caldera

Aye.

Member Kao

Aye.

Lieutenant Governor Anthony

Aye.

Treasurer Conine

Aye.

Motion passes unanimously amongst the Members present.

Thank you very much.

And thanks in advance to the Attorney General's Office for the comments, and staff again, thanks for your diligence in getting that done.

With that, we'll close Agenda Item Number 3 and move on to Agenda Item Number 4, public comment.

I assume there is a line of people ready to make public comment in Carson City, Member Kao?

Member Kao

We are still waiting for them to come, but not yet.

Treasurer Conine

Alright.

Well, they're gonna have to get here for the next meeting; they'll be early for that one.

Confirming there is no public comment in Las Vegas?

And that there is no public comment that has joined us online?

We'll close the second period for public comment and move on to adjournment.

We are adjourned, Members.

Thank you very much.

I appreciate it, almost there.

Have a great day, everybody.

Member Sewald

Thank you.

Bye, bye.

Member Caldera

Thanks.

Bye, bye.

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 4
July 15, 2025

Item: **Nevada Employee Savings Trust operations update.**

a. 30-Day NEST Launch progress report
b. Investment Policy Statement & NEST Program Description

Summary:

Lesley Mohlenkamp, Deputy Treasurer for the Financial Literacy and Security Division, will provide a Nevada Employee Savings Trust 30-Day Launch progress report, and an update on final changes to the Investment Policy Statement and NEST Program Description.

Fiscal Impact: None by this action.

Staff recommended motion:

No action needed. This item is presented as informational only.

NEVADA EMPLOYEE SAVINGS TRUST (NEST) PROGRAM
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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 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").

The Program enables NEST participants ("Participants") to direct plan account balances among one or more investment options ("Investment Options") including a default setting for Participants who do not actively select an Option. Additionally, use of investment managers is limited to no more than three (as selected and offered by 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, modifying 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.
- → Advocating for and providing feedback to the Partner Program with respect to investment options and any changes to the lineup.
- → 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 (rounding up or down to the nearest Target Retirement Date Option) . 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 some or all contributions, including those made in the first 30 days, to any of the investment options 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 competitiveness
- → Risk-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

According to Section IV.2E of the Partnership Program's Interstate Adherence Agreement, each State member consents to the PDR-State Lead's determination of investment options line-up, investment strategy, and investment election offerings. Pursuant to Section III.2, State members may suggest investment performance and potential modifications in or additions to investment options as a topic of discussion for the PDR.

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, as advised by the Investment Consultant, will provide direction to the Program Director to present findings in writing to the Chair of the Partnership Program for presentation and consideration 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: Refers to an investment management strategy where a portfolio manager or team makes specific investments with the goal of outperforming a benchmark index (e.g.,S&P500 Index). An active management strategy involves making calculated decisions regarding securities, sectors, countries, etc.

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: Represents the ownership interest held by shareholders in an asset or company, typically in the form of stocks.

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.

NEVADA EMPLOYEE SAVINGS TRUST (NEST) PROGRAM

Governed by the

NEVADA EMPLOYEE SAVINGS TRUST BOARD OF TRUSTEES

INVESTMENT POLICY STATEMENT

Adopted May 21, 2025

REDLINE COPY

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 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").

The Program enables NEST participants ("Participants") to direct plan account balances among one or more investment options ("Investment Options") including a default setting for Participants who do not actively select an Option. Additionally, use of investment managers ~~but~~is limited to no more than three ~~investment managers~~ (as selected and offered by the Partner Program~~partner program~~), ~~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, modifying 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.
- → Advocating for and p~~P~~roviding feedback to the Partner Program with respect to investment options and any changes to the lineup.
- → 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.

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- → 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.

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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 (rounding up or down to the nearest Target Retirement Date Option) . 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 some or all contributions, including those made in the first 30 days, to any of the investment options 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.

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

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- → Investment approach (active vs. passive, fundamental vs. quantitative)
- → Investment process and personnel, focusing on stability and capability of the team
- → Fees to evaluate cost competitiveness
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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
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- → 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.

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- → Departure of key personnel
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→ 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.

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According to Section IV.2E of the Partnership Program's Interstate Adherence Agreement, each State member consents to the PDR-State Lead's determination of investment options line-up, investment strategy, and investment election offerings. Pursuant to Section III.2, State members may suggest investment performance and potential modifications in or additions to investment options as a topic of discussion for the PDR.

→ 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, as advised~~in conjunction with the~~ by the Investment

Consultant~~'s advice as needed~~, will provide direction ~~and~~ to the Program Director to ~~, will~~ present findings in writing to the Chair of the Partnership Program for presentation and consideration 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: Refers to an investment management strategy ~~An investing strategy~~ where a -portfolio manager or team makes specific investments ~~(s) conductiong fundamental/ company research~~ with the goal of -outperforming a~~the~~ ~~market~~ ~~(i.e. US Equity) or~~ a benchmark index (e.g.,S&P500 Index). An active management strategy involves making calculated decisions regarding securities, sectors, countries, etc. ~~, 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: Represents the ownership interest held by shareholders in an asset or company, typically in the form of stocks. ~~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.

NEST
NEVADA EMPLOYEE SAVINGS TRUST

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 Roth 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 and earned 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 met the maximum amount of Contributions that may be made to all IRAs 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 IRAs. See the Disclosure Statement included in the Custodial Account Agreement, and Financial Disclosure. You are responsible for determining your 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 IRAs, 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 on a semi-monthly or monthly basis, 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 by default, 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 for no additional charge or, in paper format for a fee of $10.00. 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 pass according to the laws of your state. 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	0.09%	0.20%	0.29%
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	An example of a $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**	**$87**	**$145**	**$293**
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 April 30th, 2025)

	1 Year	3 Years	5 Years	Since Inception	Inception Date
Target Retirement Date Option	8.92%	-	-	7.68%	11/15/22
Target Retirement 2025 Option	9.78%	-	-	9.19%	11/15/22
Target Retirement 2030 Option	10.32%	-	-	10.36%	11/15/22
Target Retirement 2035 Option	10.34%	-	-	10.83%	11/15/22
Target Retirement 2040 Option	10.56%	-	-	11.37%	11/15/22
Target Retirement 2045 Option	10.70%	-	-	11.78%	11/15/22
Target Retirement 2050 Option	10.71%	-	-	12.13%	11/15/22
Target Retirement 2055 Option	10.69%	-	-	12.16%	11/15/22
Target Retirement 2060 Option	10.72%	-	-	12.15%	11/15/22
Target Retirement 2065 Option	10.59%	-	-	12.07%	11/15/22
Target Retirement 2070 Option	10.71%	-	-	12.14%	11/15/22
Capital Preservation Option	4.66%	-	-	4.65%	11/15/22
Fixed Income Option	7.79%	-	-	-0.59%	11/15/22
International Equity Option	12.55%	-	-	9.77%	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.

PROGRAM DESCRIPTION – MAY 2025

REDLINE COPY

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 Roth 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 and earned 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 met the maximum amount of Contributions that may be made to all IRAs 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 IRAs . See the Disclosure Statement included in the Custodial Account Agreement, and Financial Disclosure. You are responsible for determining your 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 IRAs, 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 on a semi-monthly or monthly basis, 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 by default, 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 for no additional charge or, in paper format for a fee of $10.00. 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 pass according to the laws of your state.~~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	An example of a $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[SM] (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.

THE BOARD OF TRUSTEES OF THE NEVADA EMPLOYEE SAVINGS TRUST

Agenda Item 5
July 15, 2025

Item: **Board discussion and approval of the Nevada Employee Savings Trust Program Traditional IRA Custodial Account Agreement.**

Summary:

Lesley Mohlenkamp, Deputy Treasurer of the Financial Literacy and Security Division, will provide an overview of the draft Traditional IRA Custodial Account Agreement.

Staff recommended motion:

Move to direct Program staff to finalize the NEST Traditional IRA Custodial Account Agreement document.

TRADITIONAL IRA CUSTODIAL ACCOUNT AGREEMENT
(Under section 408(a) of the Internal Revenue Code - Form 5305-A (Revised April 2017))

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. The Depositor whose name appears in the accompanying Application is establishing an IRA under section 408(a) 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 rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), 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 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

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

ARTICLE III

1. No part of the custodial 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 IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:
   (a) A single sum or
   (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
   (a) If the Depositor dies on or after the required beginning date and:
      i. the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
      ii. the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
      iii. there is no designated beneficiary; the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.
   (b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
      i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
      ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
   (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70½, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.
   (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) 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 individual specified in such paragraphs 3(a) and 3(b)(i).
   (c) The required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under sections 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VI

Notwithstanding any other articles, which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles that are not consistent with section 408(a) and the related regulations will be invalid.

ARTICLE VII

This agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the persons whose signature appears on the IRA application.

ARTICLE VIII

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 Traditional IRA –** You have exclusive responsibility for and control over the investment of the assets of your Traditional 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 Traditional IRA assets in those investment options that are offered under the Program. If you do not timely provide us with directions to invest your Traditional 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 Traditional 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 Traditional IRA, and no responsibility to provide you with investment advice with respect to your Traditional IRA. Also, we will not offer opinions or judgments regarding the value or suitability of any investment option for your Traditional 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 your Traditional 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 Traditional 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 Traditional IRA, you acknowledge that float income may be retained by the 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 408(a)(1). However, it is your responsibility to ensure that such rollovers and conversions are eligible to be contributed to this Traditional 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 Traditional IRA, reduced by (1) any amounts referred to in paragraph 8 of this Article VIII, (2) any amounts required to be distributed during the calendar year of transfer to a qualified retirement plan, to a successor individual retirement account, to an individual retirement annuity for the Depositor's benefit, or directly to the Depositor. 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. If you desire to take distributions from your Traditional 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 VIII, paragraph 8). An IRA distribution form is available from us and may be obtained and used to request distributions from your Traditional 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 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.

    A Traditional IRA is subject to Required Minimum Distribution which must begin no later than your Required Beginning Date (see Required Distributions From A Traditional IRA in the Disclosure Statement for details) you may select a method of distribution under Article IV, paragraph 2. If you do not request a Required Beginning Distribution from the custodial account by providing timely instruction, no distribution will be made; however, calculation of the current year Required Minimum Distribution amount which cannot be rolled over to another IRA will be made in accordance with Article IV, paragraph 2, option (b). Your beneficiaries will be required to take distributions after your death, see TRADITIONAL IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER in the Disclosure Statement for details.

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 V, 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.

    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.

18. 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 withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in your income.

19. 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, 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-A is a model custodial account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. To make a regular contribution to a traditional IRA for a year, the IRA must be established no later than the due date of the individual's income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries. Do not file form 5305-A 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 (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 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 IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

SPECIFIC INSTRUCTIONS

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70½ or to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII 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.

BNYM I S TRUST COMPANY Supplement to the Traditional Individual Retirement Account (IRA) Disclosure Statement for Tax Year 2025

2025 Contribution Limits for Traditional 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 TRADITIONAL IRA Income Tax Deduction - Your contribution to a traditional IRA may be deductible on your federal income tax return. However, there is a phase-out of the IRA deduction if you are an active participant in an employer-sponsored retirement plan. The IRA deduction is reduced proportionately as modified adjusted gross income increases. If you are not an active participant in an employer-sponsored retirement plan, there is a phase-out of the IRA deduction if you're married based on whether or not your spouse is covered by a workplace retirement plan. Please refer to *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)* for assistance in calculating your deductible contribution as it pertains to individual income and employer-sponsored retirement plan circumstances. Your contribution in excess of the permitted deduction will be considered a non-deductible contribution.

DEDUCTION LIMIT - Effect of Modified AGI on Deduction – Covered by a Retirement Plan at Work

TAX YEAR 2025	Full deduction if modified AGI is:	Partial deduction if modified AGI is:	No deduction if modified AGI is:
Single Filers or Head of Household	$79,000 or less	More than $79,000 but less than $89,000	$89,000 or more
Married - filing jointly or Qualified Widow(er)	$126,000 or less	More than $126,000 but less than $146,000	$146,000 or more
Married - filing separately	N/A	Less than $10,000	$10,000 or more

DEDUCTION LIMIT - Effect of Modified AGI on Deduction – You are NOT Covered by a Retirement Plan at Work (Spousal Coverage Considered)

TAX YEAR 2025	Full deduction if modified AGI is:	Partial deduction if modified AGI is:	No deduction if AGI is:
Married - filing jointly - spouse covered at work	$236,000 or less	More than $236,000 but less than $246,000	$246,000 or more
Married - filing separately - spouse covered at work	N/A	Less than $10,000	$10,000 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.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE STATEMENT

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 prospectuses for the mutual funds in which your IRA contributions will be invested. The rules governing IRAs are subject to change. You should consult Internal Revenue Service "IRS" Publications 590-A and 590-B and the IRS web site www.irs.gov for updated rules and requirements. Please note this is general information only and may include options not available within this program.

IMPORTANT INFORMATION FOR TAX PURPOSES

The following requirements apply to your Traditional 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 traditional 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 except for 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.
   - Traditional IRA contributions may be deductible on your federal income tax return. However, there is a phase-out of the amount which is deductible if either you or if you are married, your spouse is an active participant in an employer sponsored retirement plan. The IRA deduction is reduced proportionately as adjusted gross income increases and may be eliminated entirely. The adjusted gross income levels may be adjusted by the IRS to reflect increases in the cost of living*
   - Contributions to your Traditional IRA must be reported on your tax return (Form 1040 or 1040A, and Form 8606 for nondeductible traditional IRA contributions) for the taxable year contributed.

   *Please refer to the attached **Supplement to the Traditional 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 Traditional IRA contributions.
7. You must begin receiving distributions from your account no later than:
   i. April 1 of the year following the year in which you attain age 70½; if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949)
   ii. April 1 of the year following the year in which you attain age 72; if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949)
   iii. April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951)
   iv. April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960)
   v. and distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.

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.

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 Traditional 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 Traditional 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 Traditional 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 Traditional IRA may be carried forward and applied as a contribution for a subsequent tax year. Provided you are eligible to contribute to a Traditional 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 Traditional IRA are not subject to federal income tax. See below for taxation of Traditional IRA distributions.

Taxation of Traditional IRA distributions – Deductible contributions and the income earned on investments within your Traditional IRA are not taxed until the money is distributed to you. Traditional IRA Distributions are taxable as ordinary income when received, except the amount of any distribution representing non-deducted contributions or the return of an excess contribution.

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional 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. However, 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 Traditional 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 Traditional 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 Traditional 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 Traditional IRA during the active duty period.[1]
10. **Qualified birth or adoption** – Payments from your Traditional 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 Traditional 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 is required to withhold federal income tax from any distribution from your Traditional IRA, other than a return of excess contribution, at the rate of 10% unless you choose not to have tax withheld. You may elect out of withholding by advising the Custodian in writing, prior to the distribution, that you do not want tax withheld from the distribution. This election may be made on any distribution request form provided by the Custodian. If you do not elect out of tax withholding, you may direct the Custodian to withhold any amount of tax from 1% to 100%.

State income tax withholding may also apply to distributions from your Traditional 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 state 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.

Required Federal Income Tax Withholding on Escheated Traditional IRA Accounts - Effective as of January 1, 2020, for any Traditional IRA Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS Form 1099-R and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your custodial account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of ten percent (10%).

Recharacterizing IRA Contributions – Recharacterizing is an election to treat a contribution made to a traditional IRA as having been made to a Roth IRA or a contribution made to a Roth IRA as having been made to a traditional 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. Note that 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.

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

Converting to a ROTH IRA – You may "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.

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP, or SIMPLE IRA. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected".

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.*

ROLLOVERS –"Rollover" is a term used to describe a movement of cash or other property to your Traditional IRA after it has been distributed from another Traditional IRA (including from SEP or SIMPLE 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 Traditional IRA may be rolled over to another Traditional IRA of yours, or your Traditional IRA may receive rollover contributions if all the applicable rollover 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, SEP 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 you receive the distribution.

Rollover from an employer sponsored retirement plan to a Traditional IRA – You may roll over any eligible rollover distribution from an eligible employer-sponsored retirement plan to your Traditional 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 Traditional IRA may be direct or indirect. If you are executing an indirect rollover, your eligible rollover distribution must be rolled over to your Traditional 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 Traditional IRA, as permitted by the IRS. The Traditional IRA must be maintained as an inherited Traditional IRA, subject to the beneficiary distribution requirements, note that a spouse beneficiary only may also choose to rollover the assets into their own Traditional IRA.

Qualified HSA Funding Distribution from Your Traditional 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 Traditional IRA and directly deposit that distribution into your HSA. The amount of the Traditional 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 Traditional IRA, you may generally repay all or a portion of that distribution to your Traditional 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 Traditional 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 Traditional 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 Traditional 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 Traditional 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 Traditional 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 Beneficiary Designation in The Event of Divorce** – In the event of a divorce or legal separation, the Custodian will not automatically remove the former spouse as the designated beneficiary without court appointment. If your life circumstances have changed, we suggest you submit an IRA Beneficiary Designation Form. The current beneficiary designation on file with the Custodian will be deemed valid and in full force until such date as the Custodian receives a signed IRA Beneficiary Designation Form, in good order.
(3) **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. 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 Traditional 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 Traditional IRA owner's beneficiary designation, or any warranty as to the ownership of the account after the death of the Traditional IRA owner or the Traditional 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.

Required Distributions from a Traditional IRA- You are required to begin receiving minimum distributions from your IRA by your required beginning date, defined as:

a. April 1 of the year following the year in which you attain age 70½, if you attained age 70 ½ in or prior to 2019 (those owners born on or prior to June 30, 1949), or
b. April 1 of the year following the year in which you attain age 72, if you attain age 70 ½ in or after 2020 (those owners born on or after July 1, 1949)
c. April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951)
d. April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960)

The year you attain the then effective RMD age (see above) is referred to as your "first distribution calendar year". Your required minimum distribution for each year, beginning with the calendar year you attain the then effective RMD age is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the **IRS Uniform Lifetime Distribution Period Table**). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you may be subject to a penalty tax equal to 25% of the difference between the amount distributed and the amount required to be distributed. You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

However, no payment will be made from this IRA until you provide the Custodian with a proper distribution request acceptable to the Custodian. Upon receipt of such distribution request, you may switch to a joint life expectancy in determining the required minimum distribution if your spouse was your sole beneficiary, as of the January 1st of the calendar year that contains your required beginning date, and such spouse is more than 10 years younger than you. The required minimum distribution for the second distribution calendar year and for each subsequent distribution calendar year must be made by December 31st of each such year. A required minimum distribution election form is available from the Custodian.

Traditional IRA Distributions Due to Death of an IRA Owner when the Date of Death is on or Prior to December 31, 2019 - If, prior to your death, you have not started to take your required distributions and you have properly designated a beneficiary(ies), the entire value of your 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. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31 of the calendar year you would have attained age 70½ if that date is later than the required commencement date in the previous sentence. If you die before your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed no later than the December 31 of the calendar year that contains the fifth anniversary of your death.

If you die on or after your required beginning date and you have a designated beneficiary, the balance in your IRA will be distributed to your beneficiary over a period not longer than the beneficiary's single life expectancy. These distributions must commence no later than December 31 of the calendar year following the calendar year of your death. If you die on or after your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed over a period that does not exceed your remaining single life expectancy determined in the year of your death. However, the required minimum distribution for the calendar year that contains the date of your death is still required to be distributed. Such amount is determined as if you were still alive throughout that year. If your spouse is your sole beneficiary, your spouse may elect to treat your IRA as their own IRA, whether you die before or after your required beginning date. If you die after your required beginning date and your spouse elects to treat your IRA as his or her own IRA, any required minimum distribution that has not been distributed for the year of your death must still be distributed to your surviving spouse and then the remaining balance can be treated as your spouse's own IRA. After 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.

Traditional IRA Distributions Due to Death of an IRA Owner when the Date of Death is on or After January 1, 2020 - If you die on or after your required beginning date the required minimum distribution for the year of your death must be distributed to your beneficiary(ies) if it has not otherwise been taken prior to the date of your death. If you have one or more properly designated beneficiaries, all other amounts remaining in your 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 by December 31 of the calendar year that contains the fifth anniversary of your death. An exception to the 10-year rule is available for eligible designated beneficiaries who elect in writing no later than 1 year after the owner's 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 Traditional 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 must be distributed no later than the end of the tenth year after the year they reach majority.
iii. Disabled individuals within the meaning of 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 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 traditional 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 Traditional IRA as their own.

LIMITATIONS AND RESTRICTIONS

Spousal Traditional IRA – If you are married and have compensation, you may contribute to a traditional 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 Traditional 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 Traditional 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 Traditional 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 Traditional 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 Traditional 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

Traditional IRA - IRS Approved Form - Your traditional IRA is the IRS's model custodial account contained in IRS Form 5305-A. Certain additions have been made in Article VIII of the form. By following the form, your traditional IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the IRA. Form 5305-A may also be used by qualifying employers in conjunction with Form 5305-SEP to establish a Simplified Employee Pension plan (SEP) on behalf of employees. If your IRA is part of a SEP, details regarding the plan should also be provided by your employer. IRS Form 5305-A cannot be used in connection with SIMPLE or Roth IRAs or Coverdell Education Savings Accounts.

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 Traditional 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 Traditional 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

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
July 15, 2025

Item: **Board to direct State Treasurer staff to submit report of the activities, operations and projected activities of the Board for the current calendar year.**

Summary:
Pursuant to Nevada Revised Statute 353D.240, on or before August 1 of each year, the Board of Trustees of the Nevada Employee Savings Trust ("the Board") shall prepare an annual report for the immediately preceding calendar year, as well as projected activities of the Program for the current calendar year. The report must be delivered to the Director of the Legislative Counsel Bureau, the Governor, and the Controller.

Staff is recommending the Board approve the draft report to finalize and submit per the statutory requirement.

Fiscal Impact: None by this action.

Staff recommended motion:

Move to direct State Treasurer staff to submit the annual report to the Director of the Legislative Counsel Bureau, the Governor, and the Controller prior to August 1, 2025.

Zach Conine
State Treasurer

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

August 1, 2025

Diane Thornton
Acting Director of the Legislative Counsel Bureau
401 S. Carson Street
Carson City, NV 89701

Subject: Board of Trustees of the Nevada Employee Savings Trust Annual Report

Dear Acting Director Thornton:

Pursuant to Nevada Revised Statute 353D.240 (effective July 1, 2025), on or before August 1 of each year, the Board of Trustees of the Nevada Employee Savings Trust ("the Board") shall prepare an annual report detailing the financials, operations, and activities of the Nevada Employee Savings Trust Program ("the Program") and Trust during the immediately preceding calendar year, as well as projected activities of the Program for the current calendar year.

In June 2024, all appointed members of the Board were identified, and the first Board meeting occurred on July 22, 2024. The Board met again in August, September, November, and December of 2024.

In August 2024, the Board was presented with two different options on how to proceed with the Program. One option was for the Program to open independently, and the other option was to join a consortium of states through a partnership program. The Board approved the drafting of a request for information (RFI) to solicit proposals from established Auto-IRA programs in other states. The Board received three responses as part of the RFI and ultimately elected to join the Partnership for a Dignified Retirement (PDR), led by the State of Colorado, at the December 2024 meeting.

In January 2025, the Board selected the Program's design elements such as:

- Default IRA (traditional or Roth)
- Default contribution rate
- Percentage of auto-escalation
- Auto-escalation cap rate
- State dollar-based fee
- Self-enrollment structure
- Age of eligibility

In April 2025, the Board approved and executed all documents necessary to enter and formalize Nevada joining the PDR. The documents included the Master Services Agreement, a Vendor Addendum, and an Interstate Adherence Agreement.

As a result of the work completed, the Board has met the statutory requirement of the Program being up and running on July 1, 2025. While still in the very early stages of signing up employers and employees, and taking contributions as to the date of this Report, the results thus far are encouraging.

The NEST Program has organized outreach events scheduled for the remainder of calendar year 2025 and will conduct additional marketing and communication activities to improve awareness of the program. Outreach will include traveling to rural areas to ensure businesses are aware of the Program.

Looking forward through the remainder of calendar year 2025, the Board is expected to set a structure for investment monitoring using investment and program consultants; expand and enhance its outreach to ensure compliance from businesses; and may explore the drafting and implementation of Program regulations, if deemed necessary.

Respectfully submitted,

Zach Conine
State Treasurer
Chair, Board of Trustees of the Nevada Employee Savings Trust