CalSavers

RETIREMENT SAVINGS PROGRAM

Program Disclosure Booklet

July 2019

OFFICE OF THE STATE TREASURER.

EUREKA

CALIFORNIA.

This Program Disclosure Booklet should be read in conjunction with the accompanying Custodial Account Agreement, Disclosure Statement, and Financial Disclosure (together with the Program Disclosure Booklet, the "Program Documents") for the CalSavers Retirement Savings Program ("CalSavers" or the "Program"). The Program Documents describe the Program, including important information about the (i) risks of investing in the Program, (ii) investments offered by the Program, (iii) fees you will pay for having a CalSavers Account, and (iv) your rights under the Program. You should read the information in this Program Disclosure Booklet and the other Program Documents in their entirety, before making any decisions about setting up your CalSavers Account and before your employer starts processing any payroll contributions on your behalf. This Program Disclosure Booklet and other Program Documents together constitute the full disclosure relating to CalSavers. The Custodial Account Agreement, Disclosure Statement, and Financial Disclosure are hereby incorporated by reference into this Program Disclosure Booklet.

The Program, the Board, the Board members and the State of California (the "State") do not guarantee any rate of return or any interest rate on any contribution or asset invested in the Program. Your CalSavers Account is not insured or guaranteed by the State or the FDIC. You could lose money (including your contributions) or not make any money by investing in CalSavers. The Program, the Board, the Board members, and the State may not be held liable for any loss you experience as a result of participating or investing in the Program.

The State, not your employer, sponsors the Program. Your employer cannot provide investment or other financial advice and is not liable for the decisions you make with respect to the Program. Your participation in the Program is completely voluntary. Your rights under the Program are only enforceable by you, your designated beneficiary under the Program, your authorized representative, and the State.

This Program Disclosure Booklet is not intended to constitute, nor does it constitute, legal or tax advice. Your employer cannot provide tax or legal advice and is not liable for the decisions you make with respect to the Program.

Contributions under the Program are made to a Roth IRA. Depending on your income (or if applicable, yours and your spouse's combined income), you may not be eligible to contribute to a Roth IRA and, as a result, would not be eligible to participate in the Program. Therefore, you should consult with your own tax advisor to determine whether you are eligible to contribute to a Roth IRA and how much you are allowed to contribute. See ***DISCLOSURE STATEMENT-Requirements of a Roth IRA*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions***, for more information on the federal income tax rules on Roth IRAs. Also, other retirement savings products may be available to you outside of the Program.

If you have questions about participation in the Program, you should consult your legal, financial, or tax advisor based on your individual situation. To obtain additional information about the Program, please go to **saver.calsavers.com** or call **855.650.6918**.

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KEY TERMS

The following key terms are used throughout this Program Disclosure Booklet:

“30-Day Notification Period” means the 30-day period after the Program Administrator notifies you to confirm the establishment of your CalSavers Account and provides you with instructions on how to access the Program Documents.

“Account Owner” or **“you”** means any person who has established (or has had established on his or her behalf) and maintains a CalSavers Account, and the beneficiaries of a deceased Account Owner.

“Act” means California Secure Choice Retirement Savings Trust Act Government Code section 100000 et seq. and related provisions, as amended from time to time.

“Alternate Elections” means Program elections that you choose that are different from the Default Elections. For more details see ***Contributing to Your CalSavers Account – Contribution Elections – Alternate Elections***.

“BNYM Investment Adviser” means BNY Mellon Investment Adviser, Inc., the Investment Manager of one or more Underlying Funds.

“Board” means the California Secure Choice Retirement Savings Investment Board established under the Act.

“Business Day” means any day on which the NYSE is open for business.

“CalSavers” or **“Program”** means the CalSavers Retirement Savings Program.

“CalSavers Account” means a Roth IRA established by or for an employee under the Program.

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

“Compensation” means an employee’s wages from his or her employer reportable as wages, tips, or other compensation on an Internal Revenue Service Form W-2 and, in the case of sole proprietor or a partner in a partnership, such individual’s net earnings as determined under the Code.

“Close of Business” means the time of day that trading closes on the NYSE, generally 4 p.m. Eastern Standard Time.

“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.

“Default Elections” means the default Program elections applicable to you, if you do not choose Alternate Elections. For more details see ***Contributing to Your CalSavers Account – Contribution Elections – Default Elections***.

“Disclosure Statement” means a nontechnical explanation of the statutory requirements relating to the Roth IRA that meets the requirements of 1.408-6.

“FDIC” means Federal Deposit Insurance Corporation.

“Financial Disclosure” means a nontechnical description of the fees and charges that may be made to the Roth IRA, an explanation of the method for computing and allocating earnings, and a statement that growth is neither guaranteed nor projected that meets the requirements of 1.408-6(d)(4)(vii).

“Individual Retirement Account” or **“IRA”** means either a traditional individual retirement account as defined in Section 408(a) of the Code, or a Roth IRA..

“Investment Manager” means the investment manager of an Underlying Fund.

“Investment Option” means a grouping of one or more Underlying Funds, constructed in accordance with a specific risk tolerance and investment objective. The available Investment Options in the Program are the CalSavers Target Retirement Funds, CalSavers Money Market Fund, CalSavers Core Bond Fund, CalSavers Global Equity Fund, and CalSavers Sustainable Balanced Fund (Environmental, Social, Governance).

“IRA Custodian” means Ascensus Trust Company, an affiliate of the Program Administrator.

“NYSE” means the New York Stock Exchange.

“Open Enrollment Period” means the period during which eligible employees who are not already enrolled in CalSavers are given the opportunity to enroll in the Program as prescribed in the Program Rules.

“Program Administrator” means Ascensus College Savings Recordkeeping Services, LLC, a third party administrator chosen by the Board to assist in carrying out the requirements of the Act.

“Program Documents” means this Program Disclosure Booklet, the Custodial Account Agreement, Disclosure Statement, and Financial Disclosure that contain the Roth IRA and Program requirements.

“Program Rules” means the administrative rules for the Program set forth in the Cal. Code Regs. tit. 10 §10000 et seq , including any emergency rules, and as amended from time to time.

“Qualified Plan” means a retirement plan that qualifies for favorable federal income tax treatment under Internal Revenue Code Sections 401(a), 401(k), 403(a), 403(b), 408(k), or 408(p). An employer-provided payroll deduction IRA program that does not include automatic enrollment is not a Qualified Plan.

“Roth IRA” means a Roth individual retirement account, as defined in Section 408A of the Code.

“**SSGA FM**” means SSGA Funds Management, Inc., the Investment Manager of one or more Underlying Funds.

“**State**” means the State of California.

“Trust” means the California Secure Choice Retirement Savings Trust.

“Underlying Funds” or **“Funds”** means the investment vehicles (e.g., mutual funds) in which assets of the Program are invested through the Investment Options.

“Unit” means the measurement of a CalSavers Account’s Trust interest in an Investment Option. When you contribute to the Program, your money will be invested in Trust interests (or Units) of one or more Investment Options.

“Unit Value” means the value of one Unit in an Investment Option. For example, if you contribute $100 to an Investment Option, and the value of a Unit in the Investment Option is $10, you will be allocated 10 Units in the Investment Option.

THE PROGRAM

The CalSavers Retirement Savings Program is a retirement savings program in the form of an automatic enrollment payroll deduction Roth IRA for the purpose of promoting greater retirement savings for California private sector employees in a convenient, voluntary, low-cost, and portable manner. The Program uses payroll withholding to help workers who do not have access to an employer-sponsored plan to save their own money for retirement. The Board is responsible for designing, implementing, and administrating the Program in accordance with the Act.

The Act requires certain employers to facilitate the Program by providing their eligible employees with the opportunity to save through payroll deductions, unless the employer offers a Qualified Plan as specified in the Act. Eligible employees are automatically enrolled into the Program, unless they opt out of the Program within 30 days after notice of their enrollment has been provided to them. Once enrolled into the Program, an employee can terminate participation in the Program at any time online, by phone, or by mail using the appropriate form. Employee participation in the Program is completely voluntary.

The Program offers Account Owners the advantages of potential tax-free growth on assets and an easy way to save through automatic payroll deductions. The CalSavers Accounts are structured as Roth IRAs, which provide tax-free withdrawals of contributions and qualified withdrawals of earnings.

THE TRUST

The Trust is established under the Act to hold the assets that are contributed into the CalSavers Accounts. The Board administers the Trust. Any contributions made to the Trust shall be used exclusively for the benefit of the Account Owners, and for the cost of investment and administration services rendered to the Program. The Trust is an instrumentality of the State.

ENROLLMENT PROCESS

Your Employer's Role

Your employer plays a limited role in facilitating the Program.

Your employer is responsible for the following:

- providing the following information about you to the Program Administrator for the establishment of a CalSavers Account in your name:
  - full legal name;
  - Social Security number or individual taxpayer ID number;
  - date of birth;
  - physical U.S. street address;
  - designated email address, if applicable; and
  - any other information reasonably required by the Program for purposes of administering the Program.
- setting up payroll deductions for you and remitting the contributed amounts promptly to the Program Administrator; and
- keeping a record of employees' contributions and remittance of payments to the Program Administrator.

Your employer will not:

- provide any additional Program benefit or promise any particular investment return on savings;
- contribute to the Program or match your contributions to the Program;
- have any discretionary authority, control, or responsibility under the Program;
- receive any direct or indirect compensation in relation to the Program;
- provide tax, legal, investment, or other financial advice about the Program; or
- manage your personal information with the Program, including your beneficiary designations.

Employee Eligibility

If you are at least 18 years of age, employed by an eligible employer, have the status of an employee under Unemployment Insurance Code Sections 621 et seq, receive an Internal Revenue Service Form W-2 with California wages from such employer, are a sole proprietor or partner in a partnership that is an eligible employer, then you are likely to be eligible to participate in the Program subject to California law and the federal rules governing Roth IRAs. See ***DISCLOSURE STATEMENT-Requirements of a Roth IRA*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions***, for more details regarding Roth IRA requirements and limitations. Eligibility requirements for employers to participate in CalSavers are described in the Program Rules.

Automatic Enrollment

Eligible employees will be enrolled in the Program automatically, unless they choose to opt out. If you were hired on or before the date your employer registers with the Program, to the Program will enroll you within 30 days after your employer registers with the Program. If you were hired after your employer registers with the Program, you will be enrolled automatically within 30 days of your date of hire or date of eligibility, unless you choose to opt out. Your employer is required to provide information about each eligible employee necessary for automatic enrollment.

If the Program Administrator is unable to process your enrollment for any reason, the Program Administrator will notify your employer immediately with instructions to cease remitting contributions on your behalf. The Program Administrator will subsequently notify you. Such communications shall be held in the strictest confidence and shall not be used for any purpose outside of the Program.

California law requires that the Program conduct an Open Enrollment Period once every two years during which eligible employees that previously opted out of the Program shall be re-invited to participate under automatic enrollment and must opt out again if they still do not wish to participate in the Program.

Post-Enrollment

After your employer facilitates your enrollment into the Program, the Program Administrator will notify you to confirm the establishment of your CalSavers Account and provide you with instructions on how to access the Program Documents. After notice has been sent by the Program Administrator, the 30-Day Notification Period begins and you will have 30 days from that date to do any of the following:

1. set up your CalSavers Account, establish online access, and manage your contribution elections as desired (see ***How do I set up my CalSavers Account?*** below);

2. do nothing, and your employer will begin processing payroll contributions on your behalf in accordance with the Default Elections (see ***Contributing to Your CalSavers Account – Contribution Elections – Default Elections*** below); or

3. opt out of the Program and not have deductions from your paycheck.

If you do not take action by the end of the 30-Day Notification Period, your CalSavers Account will be automatically activated and your employer will begin sending payroll contributions to your CalSavers Account. After the 30-day period, you will still have the option to set up your CalSavers Account, change your contribution elections, or terminate your participation in the Program. Remember, your participation in CalSavers is completely voluntary.

How do I set up my CalSavers Account?

You can set up your CalSavers Account online at **saver.calsavers.com** or call **855.650.6918** to obtain the necessary documents to set up your CalSavers Account.

You will be asked to acknowledge the following:

- you understand the eligibility requirements for the Roth IRA contribution you are making, and you qualify to make the contribution;
- you have received a copy of the Program Documents;
- you understand that the terms and conditions that apply to a Roth IRA are contained in the Custodial Account Agreement, and you agree to be bound by those terms and conditions; and
- you understand that you may revoke your Roth IRA without penalty within seven days from the date you receive the Disclosure Statement by mailing or delivering a written notice to the Program Administrator.

How do I opt out?

You can opt out of or terminate your participation in the Program at any time online, by phone, or by mail using the appropriate form. If you opt out within the 30-Day Notification Period, no payroll deductions will be made on your behalf, and your CalSavers Account will not be activated. If you choose to end your participation in the Program after the 30-Day Notification Period and payroll deductions have started, your payroll deductions will be terminated within 30 days after your request. If contributions have already been made into your CalSavers Account, you may: (i) leave your money in your CalSavers Account to grow your retirement savings; (ii) transfer or roll over your CalSavers Account to another Roth IRA; or (iii) request a distribution at any time, subject to Roth IRA distribution guidelines. NOTE: any investment earnings withdrawn may be taxable and subject to "early withdrawal" tax penalties. See ***DISCLOSURE STATEMENT – Income Tax Consequences of Establishing a Roth IRA*** for more information or contact your tax advisor for assistance.

What happens if I don't set up my CalSavers Account or opt out of the Program?

If you choose to do nothing, you will be automatically enrolled in the Program and contributions will begin to be deducted from your paycheck no sooner than the end of the 30-Day Notification Period. Your contributions will be invested in accordance with the Default Elections, unless you make Alternate Elections. For more details on the Default Elections, see ***Contributing to Your CalSavers Account – Contribution Elections – Default Elections***. Please note that you must first set up your CalSavers Account in order to access it. You will not be able to make changes to your CalSavers Account until you set it up and acknowledge that you have received the Program Documents.

Choosing Investment Options

After you set up your CalSavers Account, you can choose to change your Investment Options online, by phone, or by mail using the appropriate form, or let your CalSavers Account remain in the Investment Option under the Default Elections. In any case, your money will be invested in Investment Options that are allocated to Underlying Funds that are managed by professional Investment Managers.

The Program provides you with several 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 Funds, see ***Investment Choices***.

Designating Beneficiaries

Once you've set up your CalSavers Account, you can designate beneficiaries for your CalSavers Account online or by completing the appropriate form. Setting up beneficiaries is an important step, and it is quick and easy to do. Designating beneficiaries helps your family avoid probate of these assets in the event of your death and ensures that your CalSavers Account will go to the individuals or entities that you choose.

A beneficiary is a designated person or entity that will receive an interest in your CalSavers Account in the event of your death. A beneficiary can be anyone (e.g., your spouse, your child, another important person, or a charity or other non-person beneficiary you choose). If you do not designate a beneficiary for your CalSavers Account, it will be payable to your surviving spouse or if you do not have a surviving spouse, it will be payable to your estate in the event of your death. For more information on how your CalSavers Account will be distributed, see ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.08 Beneficiaries***.

CONTRIBUTING TO YOUR CALSAVERS ACCOUNT

How are contributions made?

On each payroll date following your enrollment into the Program, your employer will deduct and transfer an amount based on your current contribution elections (i.e., Default Elections or Alternate Elections) from your Compensation, to your CalSavers Account.

Deducted amounts will not exceed the portion of your Compensation that remains after other lawfully required payroll deductions with higher precedent than Program contributions are withheld by your employer. Program contribution amounts withheld by your employer will be transmitted to the Program Administrator within seven (7) business days after the end of the payroll period during which the amounts were withheld.

In the future, the Program may allow employees to make (i) contributions to traditional IRAs and (ii) through means other than payroll deduction.

Auto-Escalation

Your CalSavers Account has an auto-escalation feature, which provides for the automatic increase of your contribution percentage by 1% of your Compensation each year beginning January 1, 2020 up to the maximum contribution rate of 8% of your Compensation.

Auto-escalation of your contribution rate will occur on or about January 1 of each year if:

- you are contributing less than 8% of your Compensation; and
- you have been enrolled in the Program for at least six (6) calendar months.

The Program Administrator will notify you at least 60 days prior to a pending automatic escalation. You may choose to opt out of auto-escalation at any time by going online, calling **855.650.6918** or mailing in the appropriate form.

Contribution Date

The Program will credit any funds contributed to your CalSavers Account on the same Business Day they are received by the Program Administrator by your employer, if the contribution is received in good order and prior to the Close of the Business. If received after Close of Business, contributions will be credited on the next succeeding Business Day.

Contribution Elections

Default Elections. If you have not opted out of the Program and have not made an investment election (see ***Alternate Elections*** below), the first $1,000 of your contributions will be invested in the CalSavers Money Market Fund and all subsequent contributions will be invested in the CalSavers Target Retirement Fund as determined in the table below based on your age as reported in the Program records and assumed retirement at age 65. Default contribution rates will be 5% of your Compensation and will automatically increase 1% on January 1 each year, beginning January 1, 2020, until a maximum of 8% of your Compensation is reached.

Investment Options for Default Elections
Based on Age and Year of Retirement

Date of Birth	Target Retirement Years			Investment Option
12/31/1947 or Earlier	**2012**	**or**	**earlier**	CalSavers Target Retirement Fund
1/1/1948 - 12/31/1952	**2013**	**-**	**2017**	CalSavers Target Retirement Fund 2015
1/1/1953 - 12/31/1957	**2018**	**-**	**2022**	CalSavers Target Retirement Fund 2020
1/1/1958 - 12/31/1962	**2023**	**-**	**2027**	CalSavers Target Retirement Fund 2025
1/1/1963 - 12/31/1967	**2028**	**-**	**2032**	CalSavers Target Retirement Fund 2030
1/1/1968 - 12/31/1972	**2033**	**-**	**2037**	CalSavers Target Retirement Fund 2035
1/1/1973 - 12/31/1977	**2038**	**-**	**2042**	CalSavers Target Retirement Fund 2040
1/1/1978 - 12/31/1982	**2043**	**-**	**2047**	CalSavers Target Retirement Fund 2045
1/1/1983 - 12/31/1987	**2048**	**-**	**2052**	CalSavers Target Retirement Fund 2050
1/1/1988 - 12/31/1992	**2053**	**-**	**2057**	CalSavers Target Retirement Fund 2055
1/1/1993 - 12/31/1997	**2058**	**-**	**2062**	CalSavers Target Retirement Fund 2060
1/1/1998 - 12/31/2002	**2063**	**-**	**2067**	CalSavers Target Retirement Fund 2065
1/1/2003 or Later	**2068**	**or**	**later**	*Funds to be added at a later date*

Alternate Elections. During the 30-Day Notification Period, if you do not want to enroll using the Default Elections, you may go online, call the Program Administrator, or mail the appropriate form to the Program Administrator to change your contribution elections (See ***Automatic Enrollment – Post-Enrollment***). The minimum contribution rate is 1%, and the maximum contribution rate is 100% of available Compensation up to the federal annual IRA contribution limits. Your contribution rate must be a whole percentage of Compensation (e.g., 3%, but not 3.5%). You may also choose to opt out of auto-escalation.

After enrollment, you may change your contribution rate by going online, calling the Program Administrator, or mailing the Program Administrator the appropriate form. Your employer is required to enter your payroll deduction into its payroll system as quickly as administratively practicable, but no later than 30 days from its receipt of your notice of change from the Program Administrator.

After enrollment, if you wish to select an Investment Option other than that provided by the Default Election, requests should be made online, by phone, or by mail using the appropriate form.

Contribution Limits

Your CalSavers Account is structured as a Roth IRA, which is governed by federal contribution limits. You can only contribute up to the maximum dollar limits set by the federal government. Contribution limits vary based on age, income, and filing status and may be adjusted for inflation from year to year. It is your responsibility to determine whether you are eligible to make contributions to a Roth IRA. For more details, see ***CUSTODIAL ACCOUNT AGREEMENT -- Article I, DISCLOSURE STATEMENT – Requirement of a Roth IRA – B. Maximum Contribution, DISCLOSURE STATEMENT – Limitations and Restrictions*** and ***IRS PUBLICATION 590-A.*** Neither CalSavers nor the Program Administrator will have information on your eligibility to contribute to a Roth IRA, or knowledge of any other IRA accounts to which you are contributing. It is your responsibility to ensure that you are contributing within the IRS' annual limits across all your retirement accounts. If you exceed the IRS' annual limits, the excess amount will have to be removed, along with any earnings associated, within certain deadlines, in order to avoid an excess contribution penalty tax. The earnings will be taxable to you, and may be subject to an early distribution penalty tax. Please consult a tax expert or financial advisor to discuss your specific circumstances.

TAKING DISTRIBUTIONS FROM YOUR CALSAVERS ACCOUNT

Your CalSavers Account is designed specifically to help you save for retirement; however, you can access the money in your CalSavers Account at any time. Some Roth 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 ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.12 Withdrawals or Transfers, DISCLOSURE STATEMENT – Income Tax Consequences of Establishing a Roth IRA*** *and* ***IRS PUBLICATION 590-B***.

Procedures for Distribution

Distributions from your CalSavers Account may be requested online or by phone. Alternatively, you can mail us a completed distribution form. Once a completed distribution form and any additional documentation required (as noted on the form) are received, the distribution will be processed. Forms can be requested by calling **855.650.6918** or downloaded from our website at **saver.calsavers.com**.

Distribution requests received in good order before the Close of Business on any Business Day are processed that day based on the Unit Values of the Investment Options in your CalSavers Account for that day. Requests received after the Close of Business are processed the next Business Day using the Unit Values on that day.

Please allow up to ten (10) Business Days for the proceeds to reach you. Distributions will generally be processed 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 processed. For security purposes, there will be a hold of nine (9) Business Days on distribution requests when there is a change to your address and a hold of fifteen (15) calendar days on distribution requests following a change to your banking information. Distributions of contribution amounts submitted by your employer will not be available for withdrawal for seven (7) Business Days. These preceding time periods are subject to change upon reasonable notice.

Methods of Payment

Distributions may be payable by check or ACH.

MAINTAINING YOUR CALSAVERS ACCOUNT

Accessing your CalSavers Account

You can access your CalSavers Account at any time online at **saver.calsavers.com** or by calling the Program Administrator at **855.650.6918** from Monday through Friday, 8:00 a.m. to 8:00 p.m. Pacific Standard Time. You are encouraged to register online for easy access where you will be able to:

- update your contact information;
- check your CalSavers Account balance;
- adjust your contribution elections;
- designate or change beneficiary information;
- change investment allocations; and
- request a distribution.

Rollovers

In the future, you may be able to roll over money from certain other IRAs or qualifying retirement plans into a CalSavers Account. For more information, see ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.13 Transfers or Rollovers from Other Plans*** and ***DISCLOSURE STATEMENT -- Income Tax Consequences of Establishing a Roth IRA – J. Rollovers and Conversions***.

New Employer; Multiple Employers

You can only have one CalSavers Account. Your CalSavers Account is portable and is portable and you can keep it throughout your career. If you move to another employer in California that facilitates the Program, you may make payroll deduction contributions through your new employer into the same CalSavers Account. Future contributions from your new employer into your CalSavers Account will be reset to the Default Elections until you make an Alternate Election through your new employer. The same applies if you work for multiple employers that participate in the Program—they will each transfer your payroll-deducted contributions into the same CalSavers Account and you can make separate contribution elections for each employer.

You will always have access to your money, even if you move to a job in another state or start working for an employer that offers a retirement plan. You can keep your money in your CalSavers Account, roll it over into another Roth IRA, 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. You should consult your legal, financial, or tax advisor for more information.

Account Statements and Confirmations

You will receive quarterly statements detailing the transactions in your CalSavers Account for the previous quarter. You will receive a confirmation for each transaction in your CalSavers Account, except for payroll contributions through your employer. You can choose to receive statements, transaction confirmations, and other personal correspondence via electronic delivery or in paper format.

Your statement is not a tax document and should not be submitted with your tax forms. However, your statement(s) may be helpful to determine how much you withdrew or contributed during the previous tax year. Some tax documents you should expect to receive from CalSavers includes the IRS Form 5498 (showing your contributions to your account) and the IRS Form 1099-R (if you take a distribution from your account).

See ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.03 Representations and Responsibilities*** for additional important information regarding statements, confirmations and correspondence.

CalSavers Account Restrictions

The Program Administrator and/or the Board reserves the right to:

- freeze your CalSavers Account and/or suspend your CalSavers Account services if (i) the Program Administrator receives a notice of dispute regarding your CalSavers Account assets or CalSavers 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 CalSavers Account ownership to the beneficiary or former spouse or (ii) the Program Administrator or Board reasonably believes a fraudulent transaction may occur or has occurred;
- freeze your CalSavers Account, without your permission, in cases of threatening conduct or suspicious, fraudulent or illegal activity;
- refuse to establish or close your CalSavers Account if your identity cannot be verified or if it is determined that it is in the best interest of CalSavers or required by law;
- close your CalSavers Account if it is determined that you are restricted by law from participating in CalSavers; or
- 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 as a result of the above will be solely your responsibility.

FEES AND EXPENSES

Except for the fees described in this Section, there are currently no other fees, charges, or penalties imposed by or payable to the Program by you in connection with opening or maintaining your CalSavers Account. The Board will from time to time review and adjust the Program fees, and will notify you of any changes to the fees.

Annualized Asset-Based Fees

Each Investment Option has an Annualized Asset-Based Fee that is deducted from the total assets in that Investment Option. The Annualized Asset-Based Fee reduces the return on your investments through the Program. 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 Fee consists of the Underlying Fund Fee, the State Fee, and the Program Administration Fee described below. These fees accrue daily and are factored into each Investment Option's Unit Value.

- **Underlying Fund Fee.** This fee includes investment advisory fees, administrative fees, and other expenses of the Underlying Fund, which are paid out of the assets of the Underlying Fund. An Underlying Fund's expense ratio measures the total annual operating expenses of the Underlying Fund as a percentage of its average daily net assets. The Underlying Fund Fee is subject to fluctuation from time to time based on changes in the total annual operating expenses of the Underlying Fund, which can cause fluctuation in the total Annualized Asset-Based Fee of the Investment Option. For more information on the fees of each Underlying Fund, see the prospectus applicable to each Underlying Fund.
- **State Fee.** Each Investment Option is subject to a State Fee payable to the Board to offset expenses related to establishment, oversight and administration of the Program.
- **Program Administration Fee.** The Program Administrator receives the Program Administration Fee for providing recordkeeping and administrative services for the Program pursuant to a contract with the Board.

Fee Structure Table

The following table describes the Total Annualized Asset-Based Fees for each Investment Option.

FEE STRUCTURE TABLE as of June 1, 2019				
Investment Option	**Annualized Asset-Based Fees[1]**			
	Underlying Fund Fee[2]	**State Fee**	**Program Administration Fee**	**Total Annualized Asset-Based Fee[3]**
CalSavers Money Market Fund	0.12%	0.05%	0.75%	0.92%
CalSavers Target Retirement Fund	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2015	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2020	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2025	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2030	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2035	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2040	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2045	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2050	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2055	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2060	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Target Retirement 2065	0.09%[4]	0.05%	0.75%	0.89%
CalSavers Core Bond Fund	0.025%[5]	0.05%	0.75%	0.83%
CalSavers Global Equity Fund	0.04%[6, 7]	0.05%	0.75%	0.84%
CalSavers Sustainable Balanced Fund (Environmental, Social, Governance)	0.15%[8]	0.05%	0.75%	0.95%

1. Expressed as an annual percentage of the average daily net assets of each Investment Option.
2. For each Investment Option, the Underlying Fund Fee in this column is derived from the expense ratio reported in each Underlying Fund's most recent prospectus. Each Investment Option indirectly bears the expenses of the Underlying Funds; so when fees are deducted from an Underlying Fund's assets, the value of the Underlying

Fund's shares is reduced. Actual Underlying Fund expenses may vary and are subject to change. Underlying Fund Fees for Investment Options that are comprised of multiple Underlying Funds represent a weighted average of the expenses of the Underlying Funds which may change as allocations among the Underlying Funds change.

3. The Total Annualized Asset-Based Fee is assessed against assets over the course of the year. It includes the Underlying Fund Fee, the State Fee plus the Program Administration Fee. Please refer to the Illustration of Investment Costs below for the total assumed cost for a $5,000 investment over 1-, 3-, 5-, and 10-year periods.

4. The Underlying Fund Fees shown have been reduced by the effects of a contractual fee waiver and/or reimbursement, agreed to by the Underlying Funds and SSGA FM. The Underlying Fund's investment adviser is contractually obligated until April 30, 2020 (i) to waive up to the full amount of the advisory fee payable by the Underlying Fund and/or (ii) to reimburse the Underlying Fund to the extent that Total Annual Fund Operating Expenses (exclusive of non-recurring account fees, extraordinary expenses, and distribution, shareholder servicing, and sub-transfer agency fees) exceed 0.09% of average daily net assets on an annual basis. This waiver and/or reimbursement may not be terminated prior to April 30, 2020 except with the approval of the Underlying Fund's Board of Trustees.

5. The Underlying Fund Fee shown has been reduced by the effects of a contractual fee waiver and/or reimbursement, agreed to by the Underlying Fund and SSGA FM. The Underlying Fund's investment adviser, SSGA Funds Management, Inc. (the "Adviser" or "SSGA FM"), is contractually obligated until April 30, 2020, separately with respect to both the Underlying Fund and the portfolio (i) to waive up to the full amount of the advisory fee payable by the Underlying Fund/portfolio, and/or (ii) to reimburse the Underlying Fund/portfolio for expenses to the extent that Total Annual Fund Operating Expenses (exclusive of non-recurring account fees, extraordinary expenses, and distribution, shareholder servicing, and sub-transfer agency fees) exceed 0.025% of average daily net assets on an annual basis. This waiver and/or reimbursement may not be terminated prior to April 30, 2020 except with approval of the Underlying Fund/portfolio's Board of Trustees.

6. State Street Global Equity Ex US Index Fund: The Underlying Fund's investment adviser, SSGA Funds Management, Inc. (the "Adviser" or "SSGA FM"), is contractually obligated until April 30, 2020 (i) separately with respect to each of the Underlying Fund and the portfolio (i) to waive up to the full amount of the advisory fee payable by the Underlying Fund or the portfolio, and/or (ii) to reimburse the Underlying Fund/portfolio to the extent that Total Annual Fund Operating Expenses (exclusive of non-recurring account fees, interest, taxes, extraordinary expenses, acquired fund fees, with respect to the Underlying Fund, any class-specific expenses, such as distribution, shareholder servicing, sub-transfer agency and administration fees, and, with respect to the portfolio, distribution, shareholder servicing and sub-transfer agency fees) exceed 0.015% of the Underlying Fund's and 0.08% of the portfolio's average daily net assets on an annual basis. This waiver and/or reimbursement may not be terminated prior to April 30, 2020 except with approval of the Underlying Fund's/portfolio's Board of Trustees.

7. State Street Equity 500 Index Fund: The Underlying Fund's investment adviser, SSGA Funds Management, Inc. (the "Adviser" or "SSGA FM"), is contractually obligated until April 30, 2020, separately with respect to each of the Underlying Fund and the portfolio, (i) to waive up to the full amount of the advisory fee payable by the Underlying Fund or the portfolio, and/or (ii) to reimburse the Underlying Fund or the portfolio to the extent that Total Annual Fund Operating Expenses (exclusive of non-recurring account fees, interest, taxes, extraordinary expenses, and distribution, shareholder servicing, and sub-transfer agency fees) exceed 0.02% of the Underlying Fund's or the portfolio's average daily net assets on an annual basis. This waiver and/or reimbursement may not be terminated prior to April 30, 2020 except with approval of the Underlying Fund/portfolio's Board of Trustees.

8. The Underlying Fund's investment advisor, BNY Mellon Investment Advisor, Inc., has contractually agreed, until April 1, 2020, to waive receipt of its fees and/or assume the direct expenses of the fund so that the direct expenses (excluding shareholder services fees, taxes, interest, brokerage commissions, commitment fees on borrowings and extraordinary expenses) does not exceed .15%. On or after April 1, 2020, BNY Mellon Investment Advisor, Inc. may terminate this expense limitation at any time.

Illustration of Investment Costs

The following table illustrates the approximate cost of the Program over various periods of time, using the following assumptions:

- A $5,000 initial contribution is invested for the time periods shown.
- A 5% annually compounded rate of return on the amount invested throughout the period.
- The total funds available in the CalSavers Account are withdrawn at the end of the period shown.
- The Annual Asset Based Fee remains the same as that shown in the ***Fee Structure Table*** above.

- The table does not consider the impact of any potential state or federal taxes on the withdrawal.

This hypothetical illustration 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.

HYPOTHETICAL $5,000 INVESTMENT COST CHART				
Investment Option	**1 Year**	**3 Year**	**5 Year**	**10 Year**
CalSavers Money Market Fund	$47	$147	$255	$566
CalSavers Target Retirement Fund	$47	$147	$255	$566
CalSavers Target Retirement 2015	$45	$142	$247	$548
CalSavers Target Retirement 2020	$45	$142	$247	$548
CalSavers Target Retirement 2025	$45	$142	$247	$548
CalSavers Target Retirement 2030	$45	$142	$247	$548
CalSavers Target Retirement 2035	$45	$142	$247	$548
CalSavers Target Retirement 2040	$45	$142	$247	$548
CalSavers Target Retirement 2045	$41	$128	$222	$495
CalSavers Target Retirement 2050	$45	$142	$247	$548
CalSavers Target Retirement 2055	$45	$142	$247	$548
CalSavers Target Retirement 2060	$45	$142	$247	$548
CalSavers Target Retirement 2065	$45	$142	$247	$548
CalSavers Core Bond Fund	$42	$132	$229	$510
CalSavers Global Equity Fund	$43	$134	$233	$519
CalSavers Sustainable Balanced Fund (Environmental, Social, Governance)	$48	$151	$263	$583

Float Income

The IRA Custodian may receive indirect compensation for the trustee (or custodial) services that it provides to your CalSavers Account. This compensation, known as "float" income, is paid by the financial organization at which the IRA Custodian maintains "clearing accounts" or by the investments in which the IRA Custodian invests in such clearing accounts. Float income may arise from interest that is earned on CalSavers Account contributions or distributions during the time that these assets are held by the IRA 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 IRA Custodian. By maintaining a CalSavers Account, you acknowledge that float income may be retained by the IRA Custodian.

PROGRAM RISKS

You should carefully consider the information in this section, as well as the other information in this Program Disclosure Booklet and the other Program Documents, before making any decisions about setting up your CalSavers Account and before your employer starts making any payroll contributions on your behalf. You should consult an attorney or a qualified financial or tax advisor regarding any legal, financial, or tax questions you may have, including whether and how much you are eligible to contribute to a Roth IRA. The information in this Program Disclosure Booklet is not intended to be an investment recommendation or investment advice, nor should the contents of this Program Disclosure Booklet be construed as legal, financial, or tax advice.

CalSavers is an investment program, your CalSavers Account is an investment account, and all investments, including the Investment Options, carry some degree of risk that you may lose some or all of the money that you contributed. 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 CalSavers Account. A discussion of the investment risks related to each Investment Option may be found in the ***Investment Choices*** section below.

CalSavers Account Owners own Units (or Trust interests) in an Investment Option and do not have a direct beneficial interest in the Underlying Funds or other investment products approved by the Board from time to time and therefore, do not have the rights of an owner or shareholder of those Underlying Funds or other investments.

An investment in CalSavers is not a bank deposit. Investments in your CalSavers Account are not insured or guaranteed by the FDIC or any other government agency, including the State. Investments are not insured or guaranteed by the State, the Board or the Program Administrator. You should strongly consider the level of risk you wish to assume and your investment time horizon prior to selecting an Investment Option.

Principal and Returns Not Guaranteed. Neither your contributions to a CalSavers Account nor any investment returns earned on your contributions are insured or guaranteed. You could lose money (including your contributions) or not make any money by investing in CalSavers.

Market Uncertainties

As with all investments, the overall market value of your CalSavers Account may exhibit volatility and could be subject to wide fluctuations in response to factors such as conditions in the financial markets, regulatory or legislative changes, worldwide political uncertainties, and general economic conditions, including inflation and unemployment rates. All of these factors are beyond the Program's and the Board's control and may cause the value of your CalSavers Account to decrease (realized or unrealized losses) regardless of our performance or any systematic investing of payroll contributions. A plan of regular investment cannot ensure 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, please read the ***Investment Choices*** section below.

Securities Laws

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

Potential Changes to the Program

You will be given prior notice if 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 is reasonable under the circumstances. Such material changes could include, but are not limited to:

- a change in the Program's Fees;
- addition or removal of an Investment Option;
- merger or change in the Underlying Funds within the Investment Options;
- the closure of an Investment Option to new Account Owners; or
- a change in the Program Administrator or an Investment Manager.

If changes are made to the Underlying Fund in an Investment Option, the assets in the Investment Option may be reinvested in a different Underlying Fund. The policies, objectives, and guidelines of the Underlying Funds may also change from time to time.

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 CalSavers Account to another Roth IRA with a different financial organization, or taking a distribution from your CalSavers Account. If the Program is terminated, you should consult a qualified tax or financial advisor concerning the appropriateness of each of your options.

There is no guarantee that the Investment Managers will continue to manage the Underlying Funds for the Program or manage the Investment Option's assets, as applicable, or that the Board will be able to negotiate their continued services in the future.

Suitability

The Board and Program Administrator make no representation regarding the suitability or appropriateness of the Investment Options for your particular circumstances. If you are automatically enrolled into the Program and subject to the Default Elections, your CalSavers 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.

If you have questions about participation in the Program, you should consult your legal 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 or Account Owner control. You may wish to consider these alternatives with your tax or investment advisor prior to setting up your CalSavers Account.

Effect of Future Law Changes

It is possible that future changes in applicable federal or state laws or court or interpretive rulings could, on a go-forward basis or retroactively, adversely affect the terms and conditions of the Program or the value of your CalSavers Account. Additionally, the Act and/or Program Rules are subject to change.

Tax Considerations Generally; Income Tax on Earnings

The federal and state tax consequences associated with taking a Roth IRA distribution can be complex. Therefore, you should consult a qualified tax advisor regarding the application of tax laws to your particular circumstances. For example, any earnings you make on your contributions may be subject to federal and state income taxes if you take a nonqualified distribution. Additionally, the early distribution penalty may apply to the earnings on any nonqualified distribution. For more details, see ***CUSTODIAL ACCOUNT AGREEMENT – Article IX -- 9.12 Withdrawals or Transfers*** and ***DISCLOSURE STATEMENT -- Income Tax Consequences of Establishing a Roth IRA***.

General Investment Option Risks

Each Investment Option has its own investment strategy, risks and performance characteristics. In choosing the appropriate Investment Option(s) for your CalSavers Account, you should consider your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and other factors you determine to be important.

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.

The Target Indices of Certain Underlying Funds May Change

Certain Underlying Funds may invest to match or track the components of a market index. Such Underlying Funds 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.

No Indemnification

The Program, the State, the Board and the Program Administrator will not indemnify any Account Owner against losses.

INVESTMENT CHOICES

Overview

CalSavers offers a range of Investment Options in an effort to meet the risk tolerance and investment objectives of most investors. You may choose one or any combination of the following four types of investment strategies:

- **Money Market Fund** – an Investment Option with the investment objective of maximizing current income, to the extent consistent with the preservation of capital and liquidity, by investing in an Underlying Fund that invests in U.S. dollar-denominated money market securities.
- **Target Retirement Funds** – Investment Options that correspond with the year closest to when you will be 65 or plan to retire. Each Target Retirement Fund has a specific "target date" (e.g., 2035, 2045, 2055) and invests in an Underlying Fund that is comprised of a mix of stock and bond funds. The Investment Options seek to provide for retirement outcomes based on quantitatively measured risk. The Investment Options will be broadly diversified across global asset allocations becoming more conservative over time as an investor nears target retirement age.

- **Core Bond Fund** – an Investment Option with the investment objective of tracking as closely as possible, before fees and expenses, the total return of an index composed of the total U.S. investment grade bond market.
- **Global Equity Fund** – an Investment Option that seeks to provide investment results that, before fees and expenses, correspond generally to the total return performance of a broad-based index of domestic and foreign equity markets over the long term.
- **Sustainable Balanced Fund** – an Investment Option that seeks to generate capital appreciation by investing in the equity securities of global companies that demonstrate sustainable business practices and issuers of U.S. investment grade fixed income securities that satisfy certain environmental, social and governance (ESG) criteria.

Each Investment Option invests your contributions in a single Underlying Fund, except for the CalSavers Global Equity Fund which invests in two Underlying Funds. You are purchasing Units of the Investment Option, not shares of the Underlying Fund. Below is a chart of all the Investment Options and the corresponding Underlying Funds.

Investment Option	Underlying Fund (Ticker)
CalSavers Money Market Fund	State Street Institutional U.S. Government Money Market Fund (GVMXX)
CalSavers Target Retirement Fund	State Street Target Retirement Fund (SSFOX)
CalSavers Target Retirement Fund 2015	State Street Target Retirement Fund 2015 (SSBHX)
CalSavers Target Retirement Fund 2020	State Street Target Retirement Fund 2020 (SSBOX)
CalSavers Target Retirement Fund 2025	State Street Target Retirement Fund 2025 (SSBSX)
CalSavers Target Retirement Fund 2030	State Street Target Retirement Fund 2030 (SSBYX)
CalSavers Target Retirement Fund 2035	State Street Target Retirement Fund 2035 (SSCKX)
CalSavers Target Retirement Fund 2040	State Street Target Retirement Fund 2040 (SSCQX)
CalSavers Target Retirement Fund 2045	State Street Target Retirement Fund 2045 (SSDEX)
CalSavers Target Retirement Fund 2050	State Street Target Retirement Fund 2050 (SSDLX)
CalSavers Target Retirement Fund 2055	State Street Target Retirement Fund 2055 (SSDQX)
CalSavers Target Retirement Fund 2060	State Street Target Retirement Fund 2060 (SSDYX)
CalSavers Target Retirement Fund 2065	State Street Target Retirement Fund 2060 (SSDYX)*
CalSavers Core Bond Fund	State Street Aggregate Bond Index Fund (SSFEX)
CalSavers Global Equity Fund	State Street Global Equity ex-US Index Fund (SSGLX) and State Street Equity 500 Index Fund (SSSYX)
CalSavers Sustainable Balanced Fund (Environmental, Social, Governance)	BNY Mellon Sustainable Balanced Fund (DRAKX)

* The CalSavers Target Retirement Fund 2065 invests in the State Street Target Retirement Fund 2060 which has a target retirement date of 2060.

DESCRIPTIONS OF INVESTMENT OPTIONS AND UNDERLYING FUNDS

The following descriptions highlight the investment objective, strategy, and principal risks of each Investment Option and Underlying Fund. For Investment Options that invest 100% in a single Underlying Fund, the description of the Underlying Fund serves as the description for the Investment Option. The description of an Underlying Fund references only the principal risks of that particular Underlying Fund; 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 Disclosure Booklet. Explanations of the risks can be found in ***Investment Risk Factor Glossary***. The information below is qualified in all instances by reference to each Underlying Fund's prospectus and statement of additional information. You may wish to speak to an investment advisor to understand the specific risks associated with each Underlying Fund.

Requesting Additional Information About the Underlying Funds. Additional information about the investment strategies and risks of each Underlying Fund is available in its current prospectus and statement of additional information. You can request a copy of the current prospectus, the statement of additional information, or the most recent semiannual or annual report by contacting the applicable Underlying Fund as follows:

Underlying Fund (Ticker)	Website	Phone
State Street Institutional U.S. Government Money Market Fund (GVMXX);	www.ssga.com/cash	(877) 521-4083
State Street Target Retirement Funds (SSDYX, SSDYX, SSDQX, SSDLX, SSDEX, SSCQX, SSCKX, SSBYX, SSBSX, SSBOX, SSBHX, SSFOX); State Street Aggregate Bond Index Fund (SSFEX); State Street Equity 500 Index Fund (SSSYX); State Street Global Equity ex-US Index Fund (SSGLX)	www.ssgafunds.com	(800) 997-7327
BNY Mellon Sustainable Balanced Fund (DRAKX)	www.bnymellonim.com/us	(800) 373-9387

State Street Institutional U.S. Government Money Market Fund (GVMXX)

Investment Objective. The investment objective of State Street Institutional U.S. Government Money Market 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").

Investment Strategies. The State Street Institutional U.S. Government Money Market Fund (the "Money Market 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 Money Market 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 Money Market 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. the investment adviser to the Money Market Fund, conducts its own credit analyses of potential investments and portfolio holdings, and relies substantially on a dedicated short-term credit research team. The Money Market 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 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 Money Market 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, which are not backed by the full faith and credit of the United States; and
- Repurchase agreements with respect to U.S. government securities.

Principal Risks. You could lose money by investing in the Underlying Fund. **An investment in the Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** Because the share price of the Money Market Fund may fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. An investment in the Money Market Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the FDIC or any other government agency.

Neither SSGA Funds Management, Inc., nor its affiliates (including State Street Corporation) (collectively, the "State Street Entities") have a legal obligation to provide financial support to the Money Market Fund, and you should not expect that the sponsor will provide financial support to the Money Fund at any time. Additionally, the State Street Entities do not guarantee the value of your investment at $1.00 per share or any other target share price. Investors should have no expectation of capital support to the Money Market Fund from the State Street Entities.

In addition, the Money Market Fund is subject to the following risks: **Counterparty Risk, Debt Securities Risk, Income 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. Government Securities Risk and Variable and Floating Rate Securities Risk. These risks are discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

State Street Target Retirement Fund (SSFOX)

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

Principal Investment Strategies. SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), manages the Target Retirement Fund using a proprietary asset allocation strategy. The Target Retirement Fund is a "fund of funds" that invests in a combination of mutual funds and ETFs sponsored by the Adviser or its affiliates (the "State Street Global Advisors Funds"). The State Street Global Advisors 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 State Street Global Advisors Funds may invest in obligations of domestic U.S. issuers, non-U.S. issuers, or both.

The Target Retirement Fund's assets are allocated among the State Street Global Advisors 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 Target Retirement Fund is intended for use as part of an overall investment strategy by an investor who is already in retirement.

The State Street Global Advisors Funds employ a wide array of investment styles. For example, the State Street Global Advisors 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 State Street Global Advisors 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 a State Street Global Advisors Fund for hedging or risk management purposes, as a substitute for direct investment, or otherwise to seek to enhance the Target Retirement Fund's total return.

Principal Risks: You could lose money by investing in the Target Retirement Fund. **An investment in the Target Retirement Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** The Target Retirement Fund may not achieve its investment objective. General risks associated with the Target Retirement Fund's investment policies and investment strategies are listed below and discussed under ***Investment Risk Factor Glossary***. An investment in the Target Retirement Fund is not guaranteed, and you may experience losses, including losses near, at, or after the target date. There is no guarantee that the Target Retirement Fund will provide adequate portfolio growth or income at and through your retirement. The Target Retirement Fund is not intended to be a complete investment program, but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisers as to the role of the Target Retirement Fund in their overall investment programs.

Except as otherwise stated, references in this section to "the Fund" or "a Fund" may relate to the Target Retirement Fund, one or more State Street Global Advisors Funds, or both. The risks described below may arise out of the Target Retirement Fund's direct investments or the Target Retirement Fund's investments in one or more of the State Street Global Advisors Funds. All or a portion of the State Street Global Advisors Funds are managed pursuant to an index-based investment strategy, while the Target Retirement Fund is managed pursuant to an active investment strategy. You will find additional information about each State Street Global Advisors Fund's risks in its applicable prospectus and SAI.

In addition, the Target Retirement Fund and State Street Global Advisors Funds may be subject to the following 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- 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 discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

State Street Target Retirement Funds 2015 to 2060 (SSDYX, SSDYX, SSDQX, SSDLX, SSDEX, SSCQX, SSCKX, SSBYX, SSBSX, SSBOX, SSBHX)

Investment Objective. The investment objective of each State Street Target Retirement Fund (each a "Target Date Retirement Fund", and collectively the "Target Date Retirement Funds") is to seek capital growth and income over the long term.

Principal Investment Strategies. SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), the investment adviser to each Target Date Retirement Fund, manages each Target Date Retirement Fund using a proprietary asset allocation strategy. Each Target Date Retirement Fund is a "fund of funds" that invests in a combination of mutual funds and ETFs sponsored by the Adviser or its affiliates (the "State Street Global Advisors Funds"). The State Street Global Advisors 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 State Street Global Advisors Funds may invest in obligations of domestic U.S. issuers, non-U.S. issuers, or both.

Each Target Date Retirement Fund is intended for investors expecting to retire around the year indicated in the name of the applicable Target Date Retirement Fund and likely to stop making new investments in that Target Date Retirement Fund at that time. Each Target Date Retirement Fund is designed for an investor who plans to withdraw the value of the investor's account gradually following that date. The Adviser seeks to optimize the Target Date Retirement Fund's "glide path" for the wealth accumulation, wealth preservation, and income generation phases of retirement planning and includes adjustments in the critical years immediately preceding and following the retirement date. For example, a Target Date Retirement 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. As the target date for a Target Date Retirement Fund approaches, the Adviser will adjust the asset allocation and risk profile of the applicable Target Date Retirement Fund – its glide path – to what is generally seen to be a more conservative approach to reduce (but not to eliminate) risk by increasing the allocation to asset classes that have historically been subject to lower levels of volatility. A fund intended for investors who have already achieved retirement age would typically invest a greater portion of its assets in bonds and cash items, with a relatively smaller allocation to equity securities.

The State Street Global Advisors Funds employ a wide array of investment styles. For example, the State Street Global Advisors 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 State Street Global Advisors 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 a State Street Global Advisors Fund for hedging or risk management purposes, as a substitute for direct investment, or otherwise to seek to enhance the State Street Global Advisors Fund's total return.

Principal Risks: You could lose money by investing in a Target Date Retirement Fund. **An investment in a Target Date Retirement Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** A Target Date Retirement Fund may not achieve its investment objective. General risks associated with a Target Date Retirement Fund's investment policies and investment strategies are listed below and discussed under ***Investment Risk Factor Glossary***. An investment in a Target Date Retirement Fund is not guaranteed, and you may experience losses, including losses near, at, or after the target date. There is no guarantee that the Target Date Retirement Fund will provide adequate portfolio growth or income at and through your retirement. The Target Date Retirement Funds are not intended to be a complete investment program, but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisers as to the role of the Target Date Retirement Funds in their overall investment programs.

Except as otherwise stated, references in this section to "the Fund" or "a Fund" may relate to a Target Date Retirement Fund, one or more State Street Global Advisors Funds, or both. The risks described below may arise out of a Target Date Retirement Fund's direct investments or the Target Date Retirement Fund's investments in one or more of the State Street Global Advisors Funds. All or a portion of the State Street Global Advisors Funds are managed pursuant to an index-based investment strategy, while the Target Date Retirement Funds are managed pursuant to an active investment strategy. You will find additional information about each State Street Global Advisors Fund's risks in its applicable prospectus and SAI.

In addition, each of the Target Date Retirement Funds and State Street Global Advisors Funds may be subject to the following 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 discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

State Street Aggregate Bond Index Fund (SSFEX)

Investment Objective. The State Street Aggregate Bond Index Fund (the "Aggregate Bond 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 Aggregate Bond Fund is an "index" fund that seeks to track, before fees and expenses, the total return performance of the Bloomberg Barclays 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 Aggregate Bond 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 Aggregate Bond Fund employs a sampling strategy, which means that the Aggregate Bond Fund will not typically purchase all of the securities represented in the Index. Instead, the Aggregate Bond 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 Aggregated Bond 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 Aggregate Bond 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.

Principal Risks. You could lose money by investing in the Aggregate Bond Fund. **An investment in the Aggregate Bond Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** The Aggregate Bond Fund may not achieve its investment objective. General risks associated with the Aggregate Bond Fund's investment policies and investment strategies are listed below and discussed under ***Investment Risk Factor Glossary***. The Aggregate Bond Fund is not intended to be a complete investment program, but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisers as to the role of the Fund in their overall investment programs.

In addition, the Aggregate Bond Fund is subject to the following risks: **Counterparty Risk, Debt Securities Risk, Derivatives 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 and When-Issued, TBA and Delayed Delivery Securities Risk.** These risks are discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

State Street Global Equity ex-US Index Fund (SSGLX)

Investment Objective. The State Street Global Equity ex-U.S. Index Fund (the "Global Equity ex-U.S. Fund") seeks to provide investment results that, before fees and expenses, correspond generally to the total return performance of a broad-based index of world (ex-U.S.) equity markets over the long term.

Principal Investment Strategies. The Global Equity ex-U.S. Fund is an "index" fund that seeks to track, before fees and expenses, the total return performance of the MSCI ACWI ex USA Index (the "MSCI ACWI ex USA Index" or sometimes referred to in context as the "Index") over the long term. As an "index" fund, the Global Equity ex-U.S. 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 Global Equity ex-U.S. Fund employs a sampling strategy, which means that the Global Equity ex-U.S. Fund is not required to purchase all of the securities represented in the Index. Instead, the Global Equity ex-U.S. Fund may purchase a subset of the 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. The Advisor generally expects the Global Equity ex-U.S. 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.

Principal Risks: You could lose money by investing in the Global Equity ex-U.S. Fund. **An investment in the Global Equity ex-U.S. Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** The Global Equity ex-U.S. Fund may not achieve its investment objective. General risks associated with the Global Equity ex-U.S. Fund's and the Portfolio's investment policies and investment strategies are listed below and discussed under ***Investment Risk Factor Glossary*** are discussed below. The Global Equity ex-U.S. Fund is not intended to be a complete investment program, but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisers as to the role of the Global Equity ex-U.S. Fund in their overall investment programs.

In addition, the Global Equity ex-U.S. Fund is subject to the following risks: **Counterparty Risk, Currency Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Investing Risk, Financial Sector Risk, Geographic Focus Risk, Indexing Strategy/Index Tracking Risk, Large-Capitalization Securities Risk, Large Shareholder Risk, Liquidity Risk, Market Risk, Master/Feeder Structure Risk, Non-US Securities Risk, Risk of Investment in Other Pools, Special Risk Considerations of Investing in China, Small-, Mid- and Micro-Capitalization Securities Risk, Unconstrained Sector Risk, Valuation Risk.** These risks are discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

State Street Equity 500 Index Fund (SSSYX)

Investment Objective. The investment objective of the State Street Equity 500 Index Fund (the "Equity 500 Fund") is to replicate as closely as possible, before expenses, the performance of the Standard & Poor's 500 Index (the "S&P 500" or the "Index").

Principal Investment Strategies. The Equity 500 fund uses a passive management strategy designed to track the performance of the S&P 500. The index is a well-known stock market index that includes common stocks of 500 companies from a number of sectors and that measure the performance of the large-cap sector of the U.S. equities market. A significant portion of the Index is comprised of companies in the industrials, information technology and finance sectors, although this may change from time to time.

The Equity 500 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. Instead, the Equity 500 Fund, using an "index-based" or "indexing" investment approach, seeks to provide investment results that, before expenses, correspond generally to the total return of the S&P 500.

Principal Risks. You could lose money by investing in the Equity 500 Fund. **An investment in the Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.** The Equity 500 Fund may not achieve its investment objective. General risks associated with the Fund's investment policies and investment strategies are listed below and discussed under ***Investment Risk Factor Glossary***. The Equity 500 Fund is not intended to be a complete investment program, but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisers as to the role of the Fund in their overall investment programs.

In addition, the Equity 500 Fund is subject to the following risks: **Counterparty Risk, Derivatives Risk, Equity Investing Risk, Indexing Strategy/Index Tracking Risk, Large-Capitalization Securities Risk, Large Shareholder Risk, Liquidity Risk, Market Risk, Master/Feeder Structure Risk, Risk of Investment in Other Pools, Technology Sector Risk, Unconstrained Sector Risk.** These risks are discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

CalSavers Global Equity Fund

Investment Objective. The CalSavers Global Equity Fund seeks to provide investment results that, before fees and expenses, correspond generally to the total return performance of a broad-based index of domestic and foreign equity markets over the long term.

Principal Investment Strategies. This Investment Option seeks to achieve its investment objective by investing substantially all of its investable assets in two SSGA FM-advised stock equity index funds:

- State Street Equity 500 Index Fund (SSSYX)
- State Street Global Equity ex-U.S. Index Fund (SSGLX)

This Investment Option 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. Instead, the allocations to the two State Street Global Advisors stock index funds are adjusted by CalSavers on a monthly basis to align with the exposures to U.S. equity securities and Non-U.S. equity securities within the MSCI All Country World Index universe. Please refer to the descriptions of the State Street Equity 500 Index Fund (SSSYX) and State Street Global Equity ex-U.S. Index Fund (SSGLX) in this Program Disclosure Booklet for additional information on the objectives, principal investment strategies and risks of these two Underlying Funds.

Principal Risks. In addition, the Underlying Fund is subject to the following risks: **Counterparty Risk, Currency Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Investing Risk, Financial Sector Risk, Geographic Focus Risk, Indexing Strategy/Index Tracking Risk, Large-Capitalization Securities Risk, Large Shareholder Risk, Liquidity Risk, Market Risk, Master/Feeder Structure Risk, Non-US Securities Risk, Risk of Investment in Other Pools, Special Risk Considerations of Investing in China, Small-, Mid- and Micro-Capitalization Securities Risk, Technology Sector Risk, Unconstrained Sector Risk, Valuation Risk.** These risks are discussed under ***Investment Risk Factor Glossary – SSGA FM Risk Factors.***

BNY Mellon Sustainable Balanced Fund (DRAKX)

Investment Objective. The investment objective of the BNY Mellon Sustainable Balanced Fund (the “Fund”) is to seek long-term capital appreciation.

Principal Investment Strategies. To pursue its goal, the Fund uses a global multi-asset strategy that focuses on long-term capital appreciation. The Fund normally invests at least 80% of its net assets, plus any borrowings for investment purposes, in the equity securities of issuers that demonstrate attractive investment attributes and sustainable business practices and have no material unresolvable environmental, social and governance (ESG) issues and in debt securities included in the Bloomberg Barclays MSCI U.S. Aggregate ESG-Weighted Select Sector Neutral Index. The Fund’s investments are allocated among equity and equity-related securities and debt and debt-related securities. Under normal market conditions, generally 60% of the Fund’s net assets will be allocated to equity and equity-related investments and 40% of the Fund’s net assets will be allocated to debt and debt-related securities.

The Fund’s assets allocated to equity and equity-related investments are actively-managed by the Fund’s sub-adviser, Newton Investment Management (North America) Limited (Newton), an affiliate of BNY Mellon Investment Adviser, Inc. (the Fund’s investment adviser). Newton invests its allocated portion of the Fund’s assets in companies it considers to be engaged in “sustainable business practices.” These are companies whose business practices are, in Newton’s view, sustainable in an economic sense (i.e., the company’s strategy, operations and finances are stable and durable) and that take appropriate measures to manage any material consequences or impact of their policies and operations in relation to ESG matters (e.g., the company’s environmental footprint, labor standards, board structure, etc.). Newton also may invest in companies where it believes it can promote sustainable business practices through ongoing company engagement and active proxy voting, such as by encouraging the company’s management to improve the company’s environmental footprint or voting the shares it holds of a company to improve the company’s governance structure. This portion of the Fund’s allocated assets is invested principally in common stocks and may be invested in the stocks of companies with any market capitalization. Newton allocates this portion of the Fund’s assets among various regions and countries, including the United States. This portion of the Fund’s portfolio ordinarily is globally diversified, taking into consideration the MSCI All Country World Index (NDR) geographical composition, and, although at times it may, the Fund normally does not invest a substantial portion of its assets allocated to Newton in a single country, other than the United States. Typically, no more than 20% of the Fund’s assets allocated to Newton will be invested in the securities of issuers whose primary listing is in emerging market countries; however, Newton may invest up to 50% of the Fund’s assets allocated to it in such issuers. To protect the Fund against potential depreciation of such foreign currencies versus the U.S. dollar, the Fund may engage in currency hedging (primarily using foreign currency forward contracts).

In addition to investing in companies that Newton believes are “sustainable” after applying the fundamental analysis and ESG quality review rating, Newton may invest in companies where it believes it can promote sustainable business practices through ongoing company engagement and active proxy voting consistent with Newton’s investment and engagement priorities. Newton monitors in its allocated portion of the Fund’s portfolio for emerging ESG controversies and issues and periodically reviews each company’s ESG quality rating. This integrated investment process is intended to ensure that ESG issues are taken into account and that the Fund invests in companies with attractive fundamental investment attributes that adopt, or are making progress towards, sustainable business practices. Newton will not invest the Fund’s assets in companies that Newton deems to have material ESG issues (which could involve a company’s environmental footprint, labor standards or board structure) that Newton believes are unresolvable (i.e., that cannot be corrected through ongoing company engagement and active proxy voting).

The Fund's assets allocated to debt and debt-related investments are managed by the Fund's sub-adviser, Mellon Investments Corporation (Mellon), an affiliate of BNY Mellon Investment Adviser, Inc. (the Fund's investment adviser), using an indexed approach. For the portion of the Fund's assets allocated to debt and debt-related investments, Mellon seeks to track the investment results, before fees and expenses, of the Bloomberg Barclays MSCI U.S. Aggregate ESG-Weighted Select Sector Neutral Index. The index is composed of U.S. investment grade fixed-income securities that satisfy certain ESG criteria, including U.S. government securities, debt securities issued by U.S. corporations, residential and commercial mortgage-backed securities, asset-backed securities and U.S. dollar-denominated debt securities issued by non-U.S. governments and corporations that are publicly offered for sale in the United States. Mellon selects investments for its allocated portion of the Fund's assets by a "sampling" process, which is a statistical process used to select debt securities so that this portion of the Fund's assets has investment characteristics that closely approximate those of the index. In addition, the effective average duration of this portion of the Fund's portfolio is expected to closely match that of the index, which as of February 28, 2019, was 5.80 years. Duration is an indication of an investment's "interest rate risk," or how sensitive a bond or the Fund's portfolio may be to changes in interest rates.

Principal Risks. An investment in the Fund is not a bank deposit. It is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is not a complete investment program. The Fund's share price fluctuates, sometimes dramatically, which means you could lose money.

In addition, the Fund is subject to the following risks: **Management Risk, Investment Approach Risk, Issuer Risk, Correlation Risk, Liquidity Risk, Risks of Stock Investing, Foreign Investment Risk, Emerging Market Risk, Foreign Currency Risk, European Issuer Risk, Fixed-Income Market Risk, Interest Rate Risk, Credit Risk, Government Securities Risk, Mortgage-Related Securities Risk, Asset-Backed Securities Risk, Indexing Strategy Risk, and Environmental, Social and Governance (ESG) Risk.** These risks are discussed under ***Investment Risk Factor Glossary – BNYM Investment Adviser Risk Factors.***

INVESTMENT RISK FACTOR GLOSSARY

The information provided in this section summarizes the principal risks of the Underlying Funds described above under ***Descriptions of Investment Options and Underlying Funds***. The current prospectus and statement of additional information for each Underlying Fund contains information not summarized here and identifies additional principal risks to which the respective Underlying Fund may be subject. The principal risks as listed below are grouped together by Investment Manager.

SSGA FM Risk Factors

Asset Allocation Risk. A Target Date Retirement Fund's investment performance may depend upon the successful allocation by SSGA Funds Management, Inc. of the Fund's assets among asset classes, geographical regions, industry sectors, and specific issuers and investments. There is no guarantee that the Adviser's allocation techniques and decisions will produce the desired results.

Below Investment-Grade Securities Risk. Lower-quality debt securities ("high yield" or "junk" bonds) are considered predominantly speculative, and can involve a substantially greater risk of default and of insolvency or bankruptcy of the issuer than higher quality debt securities. They can be illiquid, and their values can have significant volatility and may decline significantly over short periods of time. Lower-quality debt securities tend to be more sensitive to adverse news about the issuer, or the market or economy in general.

Commodities Risk. Commodity prices can have significant volatility, and exposure to commodities can cause the net asset value of a fund shares to decline or fluctuate in a rapid and unpredictable manner. A liquid secondary market may not exist for certain commodity investments, which may make it difficult for the Fund to sell them at a desirable price or at the price at which it is carrying them.

Counterparty Risk. A State Street Global Advisors Fund will be subject to credit risk with respect to the counterparties with which the Fund enters into derivatives contracts, repurchase agreements, reverse repurchase agreements, and other transactions. If a counterparty fails to meet its contractual obligations, the Fund may be unable to terminate or realize any gain on the investment or transaction, or to recover collateral posted to the counterparty, resulting in a loss to the Fund.

If the Fund holds collateral posted by its counterparty, it may be delayed or prevented from realizing on the collateral in the event of a bankruptcy or insolvency proceeding relating to the counterparty.

Currency Risk. The value of a State Street Global Advisors Fund's assets may be affected favorably or unfavorably by currency exchange rates, currency exchange control regulations, and delays, restrictions or prohibitions on the repatriation of foreign currencies. Foreign currency exchange rates may have significant volatility, and changes in the values of foreign currencies against the U.S. dollar may result in substantial declines in the values of the Fund's assets denominated in foreign currencies.

Debt Securities Risk. The values of debt securities may increase or decrease as a result of the following: market fluctuations, increases in interest rates, actual or perceived inability or unwillingness of issuers, guarantors or liquidity providers to make scheduled principal or interest payments or illiquidity in debt securities markets; the risk of low rates of return due to reinvestment of securities during periods of falling interest rates or repayment by issuers with higher coupon or interest rates; and/or the risk of low income due to falling interest rates. To the extent that interest rates rise, certain underlying obligations may be paid off substantially slower than originally anticipated and the value of those securities may fall sharply. The U.S. has experienced historically low interest rate levels. However, economic recovery and the tapering of the Federal Reserve Board's quantitative easing program increase the likelihood that interest rates will continue rise in the future. A rising interest rate environment may cause the value of a State Street Global Advisors Fund's fixed income securities to decrease, an adverse impact on the liquidity of the Fund's fixed income securities, and increased volatility of the fixed income markets. If the principal on a debt obligation is prepaid before expected, the prepayments of principal may have to be reinvested in obligations paying interest at lower rates. During periods of falling interest rates, the income received by the Fund may decline. Changes in interest rates will likely have a greater effect on the values of debt securities of longer durations. Returns on investments in debt securities could trail the returns on other investment options, including investments in equity securities.

Depositary Receipts Risk. Investments in depositary receipts may be less liquid and more volatile than the underlying securities in their primary trading market. If a depositary receipt is denominated in a different currency than its underlying securities, a State Street Global Advisors Fund will be subject to the currency risk of both the investment in the depositary receipt and the underlying security. Holders of depositary receipts may have limited or no rights to take action with respect to the underlying securities or to compel the issuer of the receipts to take action. The prices of depositary receipts may differ from the prices of securities upon which they are based. To the extent the Fund invests in depositary receipts based on securities included in the Index, such differences in prices may increase index tracking risk.

Derivatives Risk. Derivative transactions can create investment leverage and may have significant volatility. It is possible that a derivative transaction will result in a much greater loss than the principal amount invested, and the State Street Global Advisors Fund may not be able to close out a derivative transaction at a favorable time or price. The counterparty to a derivatives contract may be unable or unwilling to make timely settlement payments, return the Fund's margin, or otherwise honor its obligations. A derivatives transaction may not behave in the manner anticipated by the Adviser or may not have the effect on the Fund anticipated by the Adviser.

Emerging Markets Risk. Risks of investing in emerging markets include, among others, greater political and economic instability, greater volatility in currency exchange rates, less developed securities markets, possible trade barriers, currency transfer restrictions, a more limited number of potential buyers and issuers, an emerging market country's dependence on revenue from particular commodities or international aid, less governmental supervision and regulation, unavailability of currency hedging techniques, differences in auditing and financial reporting standards, and less developed legal systems. There is also the potential for unfavorable action such as expropriation, nationalization, embargo, and acts of war. The securities of emerging market companies may trade less frequently and in smaller volumes than more widely held securities. Market disruptions or substantial market corrections may limit very significantly the liquidity of securities of certain companies in a particular country or geographic region, or of all companies in the country or region. A State Street Global Advisors Fund may be unable to liquidate its positions in such securities at any time, or at a favorable price, in order to meet the Fund's obligations. These risks are generally greater for investments in frontier market countries, which typically have smaller economies or less developed capital markets than traditional emerging market countries.

Equity Investing Risk. The market prices of equity securities owned by a State Street Global Advisors Fund may go up or down, sometimes rapidly or unpredictably. The value of a security may decline for a number of reasons that may directly relate to the issuer and also may decline due to general industry or market conditions that are not specifically related to a particular company. In addition, equity markets tend to move in cycles, which may cause stock prices to fall over short or extended periods of time.

Financial Institutions Risk. Changes in the creditworthiness of financial institutions (such as banks and broker-dealers) may adversely affect the values of instruments of issuers in financial industries. Adverse developments in banking and other financial industries may cause a State Street Global Advisors Fund to underperform relative to other funds that invest more broadly across different industries or have a smaller exposure to financial institutions. Changes in governmental regulation and oversight of financial institutions may have an adverse effect on the financial condition of a financial institution.

Financial Sector Risk. Financial services companies are subject to extensive governmental regulation which may limit both the amounts and types of loans and other financial commitments they can make, the interest rates and fees they can charge, the scope of their activities, the prices they can charge and the amount of capital they must maintain. Profitability is largely dependent on the availability and cost of capital funds and can fluctuate significantly when interest rates change or due to increased competition. In addition, deterioration of the credit markets generally may cause an adverse impact in a broad range of markets, including U.S. and international credit and interbank money markets generally, thereby affecting a wide range of financial institutions and markets. Certain events in the financial sector may cause an unusually high degree of volatility in the financial markets, both domestic and foreign, and cause certain financial services companies to incur large losses. Securities of financial services companies may experience a dramatic decline in valuewhen such companies experience substantial declines in the valuations of their assets, take action to raise capital (such as the issuance of debt or equity securities), or cease operations. Credit losses resulting from financial difficulties of borrowers and financial losses associated with investment activities can negatively impact the sector. Insurance companies may be subject to severe price competition. Adverse economic, business or political developments could adversely affect financial institutions engaged in mortgage finance or other lending or investing activities directly or indirectly connected to the value of real estate.

Geographic Focus Risk. The performance of a State Street Global Advisors Fund that is less diversified across countries or geographic regions will be closely tied to market, currency, economic, political, environmental, or regulatory conditions and developments in the countries or regions in which the fund invests, and may be more volatile than the performance of a more geographically-diversified fund.

Income Risk. A State Street Global Advisors Fund’s income may decline due to falling interest rates or other factors. Issuers of securities held by the Fund may call or redeem the securities during periods of falling interest rates, and the Fund would likely be required to reinvest in securities paying lower interest rates. If an obligation held by the Fund is prepaid, the Fund may have to reinvest the prepayment in other obligations paying income at lower rates.

Indexing Strategy/Index Tracking Risk. The Fund is managed with an indexing investment strategy, attempting to track the performance of an unmanaged index of securities, regardless of the current or projected performance of the Index or of the actual securities comprising the Index. This differs from an actively-managed fund, which typically seeks to outperform a benchmark index. As a result, the Fund’s performance may be less favorable than that of a portfolio managed using an active investment strategy. The structure and composition of the Index will affect the performance, volatility, and risk of the Index and, consequently, the performance, volatility, and risk of the Fund. While the Adviser seeks to track the performance of the Index (i.e., achieve a high degree of correlation with the Index), the Fund’s return may not match the return of the Index. The Fund incurs a number of operating expenses not applicable to the Index, and incurs costs in buying and selling securities. In addition, the Fund may not be fully invested at times, generally as a result of cash flows into or out of the Fund or reserves of cash held by the Fund to meet redemptions. The Adviser may attempt to replicate the Index return by investing in fewer than all of the securities in the Index, or in some securities not included in the Index, potentially increasing the risk of divergence between the Fund’s return and that of the Index.

Inflation Risk. Inflation risk is the risk that the value of assets or income from investments will be less in the future as inflation decreases the value of money. As inflation increases, the values of a State Street Global Advisors Fund’s assets can decline.

Inflation-Indexed Securities Risk. The principal amount of an inflation-indexed security typically increases with inflation and decreases with deflation, as measured by a specified index. It is possible that, in a period of declining inflation rates, the Fund could receive at maturity less than the initial principal amount of an inflation-indexed security. Changes in the values of inflation-indexed securities may be difficult to predict, and it is possible that an investment in such securities will have an effect different from that anticipated by the Adviser.

IPO Risk. A State Street Global Advisors Fund may at times have the opportunity to invest in securities offered in initial public offerings (“IPOs”). IPOs involve companies that have no public operating history and therefore entail more risk than established public companies. The prices of securities offered in IPOs can have significant volatility and the Fund may lose money on an investment in such securities. IPO investments in which other clients of the Adviser invest may not be made available to the Fund.

Large-Capitalization Securities Risk. Returns on investments in securities of large companies could trail the returns on investments in securities of smaller and mid-sized companies. Larger companies may be unable to respond as quickly a smaller and mid-sized companies to competitive challenges or to changes in business, product, financial, or other market conditions.

Larger companies may not be able to maintain growth at the high rates that may be achieved by well-managed smaller and mid-sized companies.

Large Shareholder Risk. To the extent a large proportion of the shares of a State Street Global Advisors Fund are held by a small number of shareholders (or a single shareholder), including funds or accounts over which the Adviser has investment discretion, the Fund is subject to the risk that these shareholders will purchase or redeem Fund Shares in large amounts rapidly or unexpectedly, including as a result of an asset allocation decision made by the Adviser. These transactions could adversely affect the ability of the Fund to conduct its investment program.

Liquidity Risk. Lack of a ready market or restrictions on resale may limit the ability of a State Street Global Advisors Fund to sell a security at an advantageous time or price or at all. Illiquid securities may trade at a discount from comparable, more liquid investments and may be subject to wide fluctuations in market value. Illiquidity of the Fund's holdings may limit the ability of the Fund to obtain cash to meet redemptions on a timely basis. In addition, the Fund, due to limitations on investments in any illiquid securities and/or the difficulty in purchasing and selling such investments, may be unable to achieve its desired level of exposure to a certain market or sector.

Longevity Risk. This is the risk that you will outlive your retirement assets.

Low Short-Term Interest Rates. In recent periods, short-term interest rates are at historically low levels, however, the U.S. Federal Reserve has recently began to raise rates. In a lower short-term interest rate environment, is possible that a State Street Global Advisors Fund will generate an insufficient amount of income to pay its expenses, and that it will not be able to pay a daily dividend and may have a negative yield (i.e., it may lose money on an operating basis). It is possible that the Fund will maintain a substantial portion of its assets in cash, on which it would earn little, if any, income.

Management Risk. Certain State Street Global Advisors Funds are actively managed. The Adviser's judgments about the attractiveness, relative value, or potential appreciation of a particular sector, security, commodity or investment strategy may prove to be incorrect, and may cause the Fund to incur losses. There can be no assurance that the Adviser's investment techniques and decisions will produce the desired results.

Market Risk. A State Street Global Advisors Fund's investments are subject to changes in general economic conditions, and general market fluctuations and the risks inherent in investment in securities markets. Investment markets can be volatile and prices of investments can change substantially due to various factors including, but not limited to, economic growth or recession, changes in interest rates, changes in the actual or perceived creditworthiness of issuers, and general market liquidity. The Fund is subject to the risk that geopolitical events will disrupt securities markets and adversely affect global economies and markets.

Master/Feeder Structure Risk. Certain State Street Global Advisors Funds pursue their objective by investing substantially all of its assets in another pooled investment vehicle (a "master fund"). The ability of the Fund to meet its investment objective is directly related to the ability of the master fund to meet its investment objective. The Adviser serves as investment adviser to the master fund, leading to potential conflicts of interest. The Fund will bear its pro rata portion of the expenses incurred by the master fund. Substantial redemptions by other investors in a master fund may affect the master fund's investment program adversely and limit the ability of the master fund to achieve its objective.

Modeling Risk. For certain State Street Global Advisors Funds, Adviser uses quantitative models in an effort to enhance returns and manage risk. Any imperfections, errors or limitations in these models could limit any benefit to the Fund from the use of the models, or could result in incorrect outputs or in investment outcomes different from or opposite to those expected or desired by the Adviser. There can be no assurance that the models will behave as expected in all market conditions. In addition, computer programming used to create quantitative models, or the data on which such models operate, might contain one or more errors.

Money Market Risk. An investment in a money market fund is not a deposit of any bank and is not insured or guaranteed by the FDIC or any other government agency. Although a money market fund generally seeks to preserve the value of its shares at $1.00 per share, there can be no assurance that it will do so, and it is possible to lose money by investing in a money market fund. A major or unexpected increase in interest rates or a decline in the credit quality of an issuer or entity providing credit support, an inactive trading market for money market instruments, or adverse market, economic, industry, political, regulatory, geopolitical, and other conditions could cause a money market fund's share price to fall below $1.00.

Mortgage-Related and Other Asset-Backed Securities Risk. Investments in mortgage-related and other asset-backed securities are subject to the risk of significant credit downgrades, illiquidity, and defaults to a greater extent than many other types of fixed-income investments. During periods of falling interest rates, mortgage- and asset-backed securities may be called or prepaid, which may result in a State Street Global Advisors Fund having to reinvest proceeds in other investments at a lower interest rate. During periods of rising interest rates, the average life of mortgage- and asset-backed securities may extend, which may lock in a below-market interest rate, increase the security's duration and interest rate sensitivity, and reduce the value of the security. Enforcing rights against the underlying assets or collateral may be difficult, and the underlying assets or collateral may be insufficient if the issuer defaults.

Non-U.S. Securities Risk. Non-U.S. securities (including depositary receipts) are subject to political, regulatory, and economic risks not present in domestic investments. There may be less information publicly available about a non-U.S. entity than about a U.S. entity, and many non-U.S. entities are not subject to accounting, auditing, legal and financial report standards comparable to those in the United States. Further, such entities and/or their securities may be subject to risks associated with currency controls; expropriation; changes in tax policy; greater market volatility; differing securities market structures; higher transaction costs; and various administrative difficulties, such as delays in clearing and settling portfolio transactions or in receiving payment of dividends. Securities traded on foreign markets may be less liquid (harder to sell) than securities traded domestically. Foreign governments may impose restrictions on the repatriation of capital to the U.S. In addition, to the extent that a State Street Global Advisors Fund buys securities denominated in a foreign currency, there are special risks such as changes in currency exchange rates and the risk that a foreign government could regulate foreign exchange transactions. In addition, to the extent investments are made in a limited number of countries, events in those countries will have a more significant impact on the Fund. Investments in depositary receipts may be less liquid and more volatile than the underlying shares in their primary trading market.

Rapid Changes in Interest Rates Risk. Rapid changes in interest rates may cause significant requests to redeem fund shares, and possibly cause a State Street Global Advisors Fund to sell portfolio securities at a loss to satisfy those requests.

Real Estate Sector Risk. An investment in a real property company may be subject to risks similar to those associated with direct ownership of real estate, including, by way of example, the possibility of declines in the value of real estate, losses from casualty or condemnation, and changes in local and general economic conditions, supply and demand, interest rates, environmental liability, zoning laws, regulatory limitations on rents, property taxes, and operating expenses. Some real property companies have limited diversification because they invest in a limited number of properties, a narrow geographic area, or a single type of property.

REIT Risk. Real Estate Investment Trusts ("REITs") are subject to the risks associated with investing in the securities of real property companies. In particular, REITs may be affected by changes in the values of the underlying properties that they own or operate. Further, REITs are dependent upon specialized management skills, and their investments may be concentrated in relatively few properties, or in a small geographic area or a single property type. REITs are also subject to heavy cash flow dependency and, as a result, are particularly reliant on the proper functioning of capital markets. A variety of economic and other factors may adversely affect a lessee's ability to meet its obligations to a REIT. In the event of a default by a lessee, the REIT may experience delays in enforcing its rights as a lessor and may incur substantial costs associated in protecting its investments. In addition, a REIT could fail to qualify for favorable regulatory treatment.

Repurchase Agreement Risk. Repurchase agreements may be viewed as loans made by a State Street Global Advisors Fund which are collateralized by the securities subject to repurchase. If a Fund's counterparty should default on its obligations and that Fund is delayed or prevented from recovering the collateral, or if the value of the collateral is insufficient, that Fund may realize a loss.

Restricted Securities Risk. Certain State Street Global Advisors Funds may hold securities that have not been registered for sale to the public under the U.S. federal securities laws. There can be no assurance that a trading market will exist at any time for any particular restricted security. Limitations on the resale of these securities may have an adverse effect on their marketability, and may prevent the Fund from disposing of them promptly at reasonable prices. Such State Street Global Advisors Fund may have to bear the expense of registering the securities for resale and the risk of substantial delays in effecting the registration. Also, restricted securities may be difficult to value because market quotations may not be readily available, and the securities may have significant volatility.

Risk of Investment in Other Pools. When a State Street Global Advisors Fund invests in another pooled investment vehicle, it is exposed to the risk that the other pool will not perform as expected and is exposed indirectly to all of the risks applicable to an investment in such other pool. The investment policies of the other pool may not be the same as those of the applicable Fund; as a result, an investment in the other pool may be subject to additional or different risks than those to which that Fund is typically subject. A Fund bears its proportionate share of the fees and expenses of any pool in which it invests. The Adviser or an affiliate may serve as investment adviser to a pool in which a Fund may invest, leading to potential conflicts of interest. It is possible that other clients of the Adviser or its affiliates will purchase or sell interests in a pool sponsored or managed by the Adviser or its affiliates at prices and at times more favorable than those at which such Fund does so.

Small-, Mid-, and Micro-Capitalization Securities Risk. The securities of small-, mid- and micro-capitalization companies may be more volatile and may involve more risk than the securities of larger companies. These companies may have limited product lines, markets or financial resources, may lack the competitive strength of larger companies, and may depend on a few key employees. In addition, these companies may have been recently organized and may have little or no track record of success. The securities of smaller companies may trade less frequently and in smaller volumes than more widely held securities. Some securities of smaller issuers may be illiquid or may be restricted as to resale, and their values may have significant volatility. The Fund may be unable to liquidate its positions in such securities at any time, or at a favorable price, in order to meet the Fund's obligations. Returns on investments in securities of small-, mid- and micro-capitalization companies could trail the returns on investments in securities of larger companies.

Significant Exposure to U.S. Government Agencies or Instrumentalities Risk. To the extent the Fund focuses its investments in securities issued or guaranteed by U.S. government agencies or instrumentalities, any market movements, regulatory changes or changes in political or economic conditions that affect the U.S. government agencies or instrumentalities in which the Fund invests may have a significant impact on the Fund's performance. Events that would adversely affect the market prices of securities issued or guaranteed by one government agency or instrumentality may adversely affect the market price of securities issued or guaranteed by other government agencies or instrumentalities.

Special Risk Considerations of Investing in China. Investing in securities of Chinese issuers, including by investing in A Shares, involves certain risks and considerations not typically associated with investing in securities of U.S. issuers, including, among others, more frequent trading suspensions and government interventions (including by nationalization of assets), currency exchange rate fluctuations or blockages, limits on the use of brokers and on foreign ownership, different financial reporting standards, higher dependence on exports and international trade, potential for increased trade tariffs, embargoes and other trade limitations, and custody risks associated with programs used to access Chinese securities. Significant portions of the Chinese securities markets may become rapidly illiquid, as Chinese issuers have the ability to suspend the trading of their equity securities, and have shown a willingness to exercise that option in response to market volatility and other events.

Stable Share Price Risk. If the market value of one or more of the Fund's investments changes substantially, the Fund may not be able to maintain a stable share price of $1.00. This risk typically is higher during periods of rapidly changing interest rates or when issuer credit quality generally is falling, and is made worse when the Fund experiences significant redemption requests.

Target Date Assumptions Risk. This is the risk that assumptions and forecasts used by the Adviser in developing a Target Date Fund's asset allocation glide path are not in line with actual future investment returns and participant savings activities, which could result in losses near, at, or after the target date year or could result in a Target Date Fund not providing adequate income at and through retirement.

Technology Sector Risk. Market or economic factors impacting technology companies and companies that rely heavily on technological advances could have a major effect on the value of a State Street Global Advisors Fund's investments. The value of stocks of technology companies and companies that rely heavily on technology is particularly vulnerable to rapid changes in technology product cycles, rapid product obsolescence, government regulation and competition, both domestically and internationally, including competition from foreign competitors with lower production costs. Stocks of technology companies and companies that rely heavily on technology, especially those of smaller, less-seasoned companies, tend to be more volatile than the overall market. Technology companies are heavily dependent on patent and intellectual property rights, the loss or impairment of which may adversely affect profitability. Additionally, companies in the technology sector may face dramatic and often unpredictable changes in growth rates and competition for the services of qualified personnel.

Unconstrained Sector Risk. A State Street Global Advisors Fund may invest a substantial portion of its assets within one or more economic sectors or industries, which may change from time to time. Greater investment focus on one or more sectors or industries increases the potential for volatility and the risk that events negatively affecting such sectors or industries could reduce returns, potentially causing the value of the Fund to decrease, perhaps significantly.

U.S. Government Securities Risk. Certain U.S. government securities are supported by the full faith and credit of the United States; others are supported by the right of the issuer to borrow from the U.S. Treasury; others are supported by the discretionary authority of the U.S. government to purchase the agency's obligations; and still others are supported only by the credit of the issuing agency, instrumentality, or enterprise. Although U.S. government-sponsored enterprises such as the Federal Home Loan Mortgage Corporation (Freddie Mac) and the Federal National Mortgage Association (Fannie Mae) may be chartered or sponsored by Congress, they are not funded by Congressional appropriations, and their securities are not issued by the U.S. Treasury, are not supported by the full faith and credit of the U.S. government, and involve increased credit risks.

U.S. Treasury Obligations Risk. U.S. Treasury obligations may differ from other fixed income securities in their interest rates, maturities, times of issuance and other characteristics. Similar to other issuers, changes to the financial condition or credit rating of the U.S. government may cause the value of U.S. Treasury obligations to decline.

Valuation Risk. Some portfolio holdings, potentially a large portion of a State Street Global Advisors Fund's investment portfolio, may be valued on the basis of factors other than market quotations. This may occur more often in times of market turmoil or reduced liquidity. There are multiple methods that can be used to value a portfolio holding when market quotations are not readily available. The value established for any portfolio holding at a point in time might differ from what would be produced using a different methodology or if it had been priced using market quotations. Portfolio holdings that are valued using techniques other than market quotations, including "fair valued" securities, may be subject to greater fluctuation in their valuations from one day to the next than if market quotations were used. In addition, there is no assurance that the Fund could sell or close out a portfolio position for the value established for it at any time, and it is possible that the Fund would incur a loss because a portfolio position is sold or closed out at a discount to the valuation established by the Fund at that time. Investors who purchase or redeem fund shares on days when a Fund is holding fair-valued investments may receive fewer or more shares or lower or higher redemption proceeds than they would have received if the Fund had not fair-valued the holding(s) or had used a different valuation methodology.

Variable and Floating Rate Securities Risk. During periods of increasing interest rates, changes in the coupon rates of variable or floating rate securities may lag behind the changes in market rates or may have limits on the maximum increases in coupon rates. Alternatively, during periods of declining interest rates, the coupon rates on such securities will typically readjust downward resulting in a lower yield. In addition, investment in derivative variable rate securities, such as inverse floaters, whose rates vary inversely with market rates of interest, or range floaters or capped floaters, whose rates are subject to periodic or lifetime caps, or in securities that pay a rate of interest determined by applying a multiple to the variable rate involves special risks as compared to investment in a fixed-rate security and may involve leverage.

When-Issued, TBA and Delayed Delivery Securities Risk. Certain State Street Global Advisors Funds may purchase securities on a when-issued, to-be-announced ("TBA") or delayed delivery basis and may purchase securities on a forward commitment basis. The purchase price of the securities is typically fixed at the time of the commitment, but delivery and payment can take place a month or more after the date of the commitment. At the time of delivery of the securities, the value may be more or less than the purchase or sale price.

Purchase of securities on a when-issued, TBA, delayed delivery, or forward commitment basis may give rise to investment leverage, and may result in increased volatility of the Fund's net asset value.

Default by, or bankruptcy of, a counterparty to a when-issued, TBA or delayed delivery transaction would expose a Fund to possible losses because of an adverse market action, expenses or delays in connection with the purchase or sale of the pools specified in such transaction.

Zero-Coupon Bond Risk. Zero-coupon bonds usually trade at a deep discount from their face or par values and are subject to greater market value fluctuations from changing interest rates than debt obligations of comparable maturities that make current distributions of interest.

BNYM Investment Adviser Risk Factors

Asset-Backed Securities Risk. Asset-backed securities are complex derivative instruments, subject to credit, prepayment and extension risk, and may be more volatile, less liquid and more difficult to price accurately than more traditional debt securities. General downturns in the economy could cause the value of asset-backed securities to fall. In addition, asset-backed securities present certain risks that are not presented by mortgage-backed securities. Primarily, these securities may provide the Fund with a less effective security interest in the related collateral than do mortgage-backed securities.

Correlation Risk. Although the prices of equity securities and fixed-income securities often rise and fall at different times so that a fall in the price of one may be offset by a rise in the price of the other, in down markets the prices of these securities can also fall in tandem.

Credit Risk. Failure of an issuer of a security to make timely interest or principal payments when due, or a decline or perception of a decline in the credit quality of the security, can cause the security's price to fall. The lower a security's credit rating, the greater the chance that the issuer of the security will default or fail to meet its payment obligations.

Emerging Market Risk. The securities of issuers located or doing substantial business in emerging market countries tend to be more volatile and less liquid than the securities of issuers located in countries with more mature economies. Emerging markets generally have less diverse and less mature economic structures and less stable political systems than those of developed countries. Investments in these countries may be subject to political, economic, legal, market and currency risks. The risks may include less protection of property rights and uncertain political and economic policies, the imposition of capital controls and/or foreign investment limitations by a country, nationalization of businesses and the imposition of sanctions by other countries, such as the United States.

Environmental, Social and Governance (ESG) Risk. Managers may take into consideration factors beyond traditional financial information to select securities, which could result in relative investment performance deviating from other strategies or broad market benchmarks, depending on whether such sectors or investments are in or out of favor in the market. Further, ESG strategies may rely on certain values based criteria to eliminate exposures found in similar strategies or broad market benchmarks, which could also result in relative investment performance deviating.

European Issuer Risk. Decreasing imports or exports, changes in governmental or European Union (EU) regulations on trade, changes in the exchange rate of the euro, the default or threat of default by an EU member country on its sovereign debt, and/or an economic recession in an EU member country may have a significant adverse effect on the securities of EU issuers. The European financial markets have recently experienced volatility and adversity due to concerns about economic downturns, or rising government debt levels, in several European countries. These events have adversely affected the exchange rate of the euro and may continue to significantly affect every country in Europe. The risk of investing in Europe may be heightened due to the referendum in which the United Kingdom voted to withdraw from membership in the EU.

Fixed-Income Market Risk. The market value of a fixed-income security may decline due to general market conditions that are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. The fixed-income securities market can be susceptible to increases in volatility and decreases in liquidity. Liquidity can decline unpredictably in response to overall economic conditions or credit tightening. Increases in volatility and decreases in liquidity may be caused by a rise in interest rates (or the expectation of a rise in interest rates). An unexpected increase in Fund redemption requests, including requests from shareholders who may own a significant percentage of the Fund's shares, which may be triggered by market turmoil or an increase in interest rates, could cause the Fund to sell its holdings at a loss or at undesirable prices and adversely affect the Fund's share price and increase the Fund's liquidity risk, Fund expenses and/or taxable distributions.

Foreign Currency Risk. Investments in foreign currencies are subject to the risk that those currencies will decline in value relative to the U.S. dollar or, in the case of hedged positions, that the U.S. dollar will decline relative to the currency being hedged. Foreign currencies, particularly the currencies of emerging market countries, are also subject to risks caused by inflation, interest rates, budget deficits and low savings rates, political factors and government intervention and controls.

Foreign Investment Risk. To the extent the Fund invests in foreign securities, the Fund's performance will be influenced by political, social and economic factors affecting investments in foreign issuers. Special risks associated with investments in foreign issuers include exposure to currency fluctuations, less liquidity, less developed or less efficient trading markets, lack of comprehensive company information, political and economic instability and differing auditing and legal standards. Investments denominated in foreign currencies are subject to the risk that such currencies will decline in value relative to the U.S. dollar and affect the value of these investments held by the Fund.

Government Securities Risk. Not all obligations of the U.S. government, its agencies and instrumentalities are backed by the full faith and credit of the U.S. Treasury. Some obligations are backed only by the credit of the issuing agency or instrumentality, and in some cases there may be some risk of default by the issuer. Any guarantee by the U.S. government or its agencies or instrumentalities of a security held by the Fund does not apply to the market value of such security or to shares of the Fund itself. A security backed by the U.S. Treasury or the full faith and credit of the United States is guaranteed only as to the timely payment of interest and principal when held to maturity.

Indexing Strategy Risk. Mellon uses an indexed approach to manage the Fund's assets allocated to debt and debt-related investments. For this portion of the Fund's assets, the Fund's sub-adviser does not attempt to manage market volatility, use defensive strategies or reduce the effects of any long-term periods of poor index performance.

Interest Rate Risk. Prices of bonds and other fixed rate fixed-income securities tend to move inversely with changes in interest rates. Typically, a rise in rates will adversely affect fixed-income securities and, accordingly, will cause the value of the Fund's investments in these securities to decline. During periods of very low interest rates, which occur from time to time due to market forces or actions of governments and/or their central banks, including the Board of Governors of the Federal Reserve System in the U.S., the Fund may be subject to a greater risk of principal decline from rising interest rates. When interest rates fall, the Fund's investments in new securities may be at lower yields and may reduce the Fund's income. The magnitude of these fluctuations in the market price of fixed-income securities is generally greater for securities with longer effective maturities and durations because such instruments do not mature, reset interest rates or become callable for longer periods of time.

Investment Approach Risk. The Fund's investment approach may cause it to perform differently than mutual funds that invest in equity and debt securities, but that do not integrate consideration of ESG issues when selecting investments.

Issuer Risk. A security's market value may decline for a number of reasons which directly relate to the issuer, or to factors that affect the issuer's industry.

Liquidity Risk. When there is little or no active trading market for specific types of securities, it can become more difficult to sell the securities in a timely manner at or near their perceived value. In such a market, the value of such securities and the Fund's share price may fall dramatically. Investments that are illiquid or that trade in lower volumes may be more difficult to value. Investments in foreign securities, particularly those of issuers located in emerging markets, tend to have greater exposure to liquidity risk than domestic securities.

Management Risk. The investment process used by the Fund's portfolio managers could fail to achieve the Fund's investment goal and cause your Fund investment to lose value.

Mortgage-Related Securities Risk. Mortgage-related securities are complex derivative instruments, subject to credit, prepayment and extension risk, and may be more volatile, less liquid and more difficult to price accurately than more traditional debt securities. The Fund is subject to the credit risk associated with these securities, including the market's perception of the creditworthiness of the issuing federal agency, as well as the credit quality of the underlying assets. Although certain mortgage-related securities are guaranteed as to the timely payment of interest and principal by a third party (such as a U.S. government agency or instrumentality with respect to government-related mortgage-backed securities) the market prices for such securities are not guaranteed and will fluctuate. Declining interest rates may result in the prepayment of higher yielding underlying mortgages and the reinvestment of proceeds at lower interest rates can reduce the Fund's potential price gain in response to falling interest rates, reduce the Fund's yield and/or cause the Fund's share price to fall (prepayment risk). Rising interest rates may result in a drop in prepayments of the underlying mortgages, which would increase the Fund's sensitivity to rising interest rates and its potential for price declines (extension risk).

Risks of Stock Investing. Stocks generally fluctuate more in value than bonds and may decline significantly over short time periods. There is the chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising prices and falling prices. The market value of a stock may decline due to general market conditions or because of factors that affect the particular company or the company's industry.

ADDITIONAL INVESTMENT INFORMATION

How Your Units Are Valued. You are purchasing Units of the Investment Option, which are Trust interests. You are not purchasing shares of the Underlying Fund. The Trust is the purchaser of the Underlying Funds in each Investment Option. The Unit Value of each Investment Option is normally calculated as of the Close of Business each Business Day. The Unit Value of each Investment Option will differ from the Underlying Fund's daily NAV 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. If securities held by an Underlying Fund in your Investment Option are traded in other markets on days when the NYSE is closed, that Investment Option's value may fluctuate on days when you do not have access to it to purchase or redeem Units. If events that are expected to materially affect the value of securities traded in other markets occur between the close of those markets and the Close of Business on the NYSE, those securities may be valued at their fair value by the applicable Investment Manager.

Treatment of Dividends and Capital Gains. Some Underlying Funds may distribute dividends and capital gains. Any dividends and capital gains will be reinvested into the Investment Options containing the Underlying Funds and will be reflected as increases or decreases in the Investment Option's Unit Value.

Differences Between Performance of the Investment Options and Underlying Funds. The performance of the Investment Options will differ from the performance of the Underlying Funds. For more details, see ***Investment Performance*** below.

INVESTMENT PERFORMANCE

The performance of the Investment Options will differ from the performance of the Underlying Funds 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 its Underlying Fund because of the Program fees that are charged to the Investment Option. However, your investment in the Investment Options through your CalSavers 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 Fund 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 or exceed the returns of the Underlying Fund to which the assets are allocated. Investment Option performance information represents past performance, which is not a guarantee of future results. Investment returns and principal value will fluctuate—your CalSavers 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 other charges that may be associated with an investment in the Program. See ***Fees and Expenses.*** For price and performance information, go to **saver.calsavers.com** or call **855.650.6918.**

AVERAGE ANNUAL TOTAL RETURNS (as of March 31, 2019)					
Investment Option	**1 Year**	**3 Year**	**5 Year**	**Since**	**Inception**
CalSavers Money Market Fund	-	-	-	0.30%	1/2/2019
CalSavers Target Retirement Fund	-	-	-	6.20%	1/2/2019
CalSavers Target Retirement Fund 2015	-	-	-	6.60%	1/2/2019
CalSavers Target Retirement Fund 2020	-	-	-	8.10%	1/2/2019
CalSavers Target Retirement Fund 2025	-	-	-	9.30%	1/2/2019
CalSavers Target Retirement Fund 2030	-	-	-	10.00%	1/2/2019
CalSavers Target Retirement Fund 2035	-	-	-	10.60%	1/2/2019
CalSavers Target Retirement Fund 2040	-	-	-	11.20%	1/2/2019
CalSavers Target Retirement Fund 2045	-	-	-	11.70%	1/2/2019
CalSavers Target Retirement Fund 2050	-	-	-	11.80%	1/2/2019
CalSavers Target Retirement Fund 2055	-	-	-	11.80%	1/2/2019
CalSavers Target Retirement Fund 2060	-	-	-	11.80%	1/2/2019
CalSavers Target Retirement Fund 2065	-	-	-	11.80%	1/2/2019
CalSavers Core Bond Fund	-	-	-	2.60%	1/2/2019
CalSavers Global Equity Fund	-	-	-	13.60%	1/2/2019
CalSavers Sustainable Balanced Fund (Environmental, Social, Governance)	-	-	-	0.00%	7/1/2019

PROGRAM GOVERNANCE

Board

The Board is responsible for the design, implementation and administration of the Program.

Program Administrator

The Program Administrator provides recordkeeping and administrative services. The Program Administrator and its affiliates are responsible for day-to-day Program operations, such as establishing CalSavers Accounts, processing contributions and the Account Owner's instructions as directed, and issuing CalSavers Account statements. The Program Administrator and its affiliate also fulfill IRS reporting requirements.

IRA Custodian

The IRA Custodian provides a cashiering function and other responsibilities under Section 408(a) and other applicable provisions of the Code.

Municipal Securities Custodian

The Bank of New York Mellon is the Program's custodian of the municipal securities (i.e., the Units). As the municipal securities custodian, the Bank of New York Mellon is responsible for maintaining the assets that are contributed to each Investment Option.

Investment Manager

The Investment Options are composed of allocations to mutual funds managed by SSGA FM and BNYM Investment Adviser.

GENERAL INFORMATION

Changes to Your CalSavers Account

The Program, Board, the State and the Program Administrator are not responsible for the accuracy of the documentation you submit to us to make changes to your CalSavers Account, whether submitted online or in paper form. Unless you are notified otherwise, notices, changes, Investment Options selections, and other elections relating to your CalSavers Account will take effect or be entered into the payroll system within a reasonable period of time after the Program Administrator or your employer has received the appropriate documentation in good order, but no later than (i) 30 days from the Program Administrator's receipt of your notice of change or (ii) the length of time prescribed under the Program Rules.

Changes to this Program Disclosure Booklet

The information in this Program Disclosure Booklet is believed to be accurate as of the cover date and is subject to change without notice. No one is authorized to provide information that is different from the information in the most current form of this Program Disclosure Booklet and any subsequent amendments or notices. The Board may amend this Program Disclosure Booklet from time to time to comply with changes in the law or regulations or if the Board determines that it is in the Program's best interest to do so. However, we will not retroactively modify existing terms and conditions applicable to a CalSavers Account in a manner adverse to you, except to the extent necessary to assure compliance with applicable state and federal laws or regulations, or to preserve the favorable tax treatment for you, the Board, or the Program. You should retain this Program Disclosure Booklet for your records. If material modifications are made to the Program, a revised Program Disclosure Booklet, amendment or notice will be sent to your address of record or you will be notified by email if you receive documents electronically. In these cases, the new amendment/notice and/or Program Disclosure Booklet will supersede all prior versions. Please note that the Program Administrator will periodically match and update the addresses of record against a change of address database maintained by the U.S. Postal Service to reduce the possibility that items sent First Class Mail, such as CalSavers Account statements, will be undeliverable.

Documents in Good Order

To process any transaction in the Program, all necessary documents must be in good order, which means executed when required and properly, fully, and accurately completed.

Independent Registered Public Accounting Firm

The Board has engaged an independent public accounting firm to audit the financial statements for the Program. Program audits will be posted on www.treasurer.ca.gov/scib/index.asp when available.

PRIVACY POLICY

***Please read this notice carefully.* It gives you important information about how the Program handles nonpublic personal information it may receive about you in connection with the Program.**

Information the Program Collects

Nonpublic personal information about you (which may include your Social Security number or taxpayer identification number) may be obtained in any of the following ways:

- you or your employer provide it on the secure portion of the Program's website;
- you or your employer provide it to another state agency that provides it to the Program; or
- you provide it to complete your requested transactions.

How Your Information Is Used

The Program does not disclose your nonpublic personal information to anyone for marketing purposes. The Program discloses your nonpublic personal information only to those service providers who need the information to respond to your inquiries and/or to service and maintain your CalSavers Account. In addition, the Program or its service providers may be required to disclose your nonpublic or other personal information to government agencies and other regulatory bodies (for example, for tax reporting purposes or to report suspicious transactions) in accordance with applicable law.

The service providers who receive your personal information may use it to:

- process your Program transactions;
- provide you with Program materials; and
- mail you account statements and confirmations.

These service providers provide services at the Program's direction and include fulfillment companies, printing and mailing facilities.

- These service providers are required to keep your personal information confidential and to use it only for providing contractually required services to the Program.

The Program may disclose anonymized data in accordance with applicable California law and procedures reasonably designed to exclude information identifiable to an individual employee or employer.

Security of Your Information

The Program protects the personal information you provide against unauthorized access, disclosure, alteration, destruction, loss or misuse. Your personal information is protected by physical, electronic and procedural safeguards in accordance with federal and state standards. These safeguards include appropriate procedures for access and use of electronic data, provisions for the secure transmission of sensitive personal information on the Program's website, and telephone system authentication procedures.

Changes to this Privacy Policy

The Program will periodically review this Privacy Policy and its related practices and procedures. You will be notified of any material amendments to this Privacy Policy.

Notice About Online Privacy

This section of the notice gives you additional information about the way in which personal information that is obtained online is handled.

Online Account Set Up, Account Information Access and Online Transactions

When you visit the Program's website, you can go to pages that are open to the general public or log on to protected pages to set up your CalSavers Account, access information about your CalSavers Account or conduct certain transactions related to your CalSavers Account. Once you have set up a CalSavers Account, access to the secure pages of the Program's website is permitted only after you have created a user ID and password by supplying your Social Security number or taxpayer identification number and account number. The user ID and password must be supplied each time you want to access your CalSavers Account information online. This information serves to verify your identity.

When you enter personal data into the Program's website (including your Social Security number or taxpayer identification number and your password) to set up or access your CalSavers Account information online, you will log into secure pages where Secure Sockets Layer (SSL) protocol is used to protect information.

To use this section of the Program's website, you need a browser that supports encryption and dynamic web page construction.

If you provide personal information to effect transactions on the Program's website, a record of the transactions that you have performed while on the site is retained by the Program.

PROGRAM CONTACT INFORMATION

Phone:
855.650.6918
Monday through Friday, 8:00 a.m. to 8:00 p.m. Pacific Standard Time

Online:
saver.calsavers.com

Email:
clientservices@calsavers.com

Regular Mail:
CalSavers Retirement Savings Program
PO Box 55759
Boston, MA 02205-5759

Overnight Delivery:
CalSavers Retirement Savings Program
95 Wells Avenue, Suite 155
Newton, MA 02459

The Program is overseen by the California Secure Choice Retirement Savings Investment Board. Ascensus College Savings Recordkeeping Services, LLC (ACRS) is the Program Administrator. ACRS and its affiliates are responsible for day-to-day program operations. Account Owners saving through the Program beneficially own and have control over their Roth IRAs, as provided in the Act, Program Rules and Program Documents.

The Program offers Investment Options selected by the Board. For more information on the Investment Options go to saver.calsavers.com. Units in the Investment Options are interests in municipal securities and the value of Units will vary with market conditions. Investments in CalSavers are not guaranteed or insured by the Board, the State, the FDIC or any other organization. You could lose money (including your contributions) or not make any money by investing in CalSavers.

The Program is a completely voluntary retirement program. Saving through a Roth IRA will not be appropriate for all individuals. Employer facilitation of the Program should not be considered an endorsement or recommendation by your employer of the Program, Roth IRAs, or the Investment Options. Roth IRAs are not exclusive to the Program and can be obtained outside of the Program and contributed to outside of payroll deduction. You should consult your legal, tax, or financial advisor if you have questions.

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-RA under section 408A of the Internal Revenue Code. FORM (Rev. April 2017)

The depositor named on the application is establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account the sum indicated on the application.

The depositor and the custodian make the following agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

9.01 **Definitions –** In this part of this agreement (Article IX), the words "you" and "your" mean the depositor. The words "we," "us," and "our" mean the custodian. The word "Program" means the state-sponsored IRA program under which your IRA was established. "State Administrator" means the state instrumentality responsible for developing and implementing the Program pursuant to the Program rules, "Program Disclosure Booklet" means the document that contains the Program rules, investment information, and any applicable fees. The word "Code" means the Internal Revenue Code, and "Regulations" means the U.S. Treasury Regulations.

9.02 **Notices and Change of Address –** Any required notice regarding this Roth IRA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

9.03 **Representations and Responsibilities –** You represent and warrant to us that any information you have given or will give us with respect to this agreement is complete and accurate. You agree to notify us promptly of any material changes to the information provided. Further, you agree that any directions you give us or action you take will be proper under this agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings, or this agreement.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in-fact, executor, administrator, financial advisor), but we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent.

You are expected to regularly and promptly review all documents, statements, transaction confirmations, or any email or paper correspondence regarding your Roth IRA. Contact us immediately if you believe someone has obtained unauthorized access to your Roth IRA or if you believe there is a discrepancy between a transaction you requested and your transaction confirmation.

If you receive a confirmation that you believe contains an error or does not accurately reflect your authorized instructions—e.g., the investment direction does not reflect the appropriate investment or the withdrawal amount is inaccurate—you must promptly notify us of the error. If you do not notify us within 10 business days of delivery of the confirmation at issue, you will be considered to have approved the information in the confirmation and to have released us, our affiliates, and the State Administrator from all responsibility for matters covered by the confirmation. Moreover, any liability due to an error for which we are responsible shall be limited to an amount equal to gains due to market movement that would have resulted from the transaction during the 10-day time period in which you should have acted.

By performing services under this agreement we are acting as your agent. You acknowledge and agree that nothing in this agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the Regulations promulgated thereunder with respect to Roth IRAs. You understand and agree that this Roth IRA, and the Program associated with it, are not subject to the laws and requirements under the Employee Retirement Income Security Act (ERISA). You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney's fees arising from or in connection with this agreement.

Limitation on Damages. You agree that our entire liability and your exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any services rendered pursuant to this agreement or otherwise furnished by us to you shall be limited to the total fees paid by you to us, and in no event whatsoever shall we be liable for any indirect, consequential, special, punitive or incidental damages.

Time to Bring Legal Action; Two-Year Limitations Period. An action for breach of this agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.

Class Action Waiver. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator will have no authority to arbitrate a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this Agreement's class/collective action waiver. Further, unless you and the Custodian agree otherwise, the arbitrator will have no authority to consolidate your claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

Arbitration. Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this Agreement or its termination, including the determination of the scope or applicability of this Agreement to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of our principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with Individual Retirement Accounts and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors and senior management.

To the extent written instructions, notices, or other communications are required under this agreement, we may accept or provide such information in any other form permitted by the Code or applicable Regulations including, but not limited to, electronic communication.

9.04 **Obligations to Safeguard Your Account –** To safeguard your Roth IRA, it is important that you keep your account information confidential, including your user name and password. We have implemented reasonable processes, procedures and internal controls to confirm that transaction requests are genuine, but these measures do not guarantee that fraudulent or unauthorized instructions received by us will be detected. Neither we nor any of our affiliates will be responsible for losses resulting from fraudulent or unauthorized instructions received by us, provided we reasonably believed the instructions were genuine.

9.05 **Disclosure of Account Information –** We or our affiliates may use agents and/or subcontractors to assist in administering your Roth IRA. We may release nonpublic personal information regarding your Roth IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

9.06 **Service Fees –** We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your Roth IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your Roth IRA at our discretion. We reserve the right to change or charge other fees as set forth in the Program Disclosure Booklet as amended from time to time. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Roth IRA.

9.07 **Investment of Amounts in the Roth IRA –** You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; the Program Disclosure Booklet; and this agreement. After your death, your beneficiaries will have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 9.03 of this article). We will have no discretion to direct any investment in your Roth IRA. We assume no responsibility for rendering investment advice with respect to your Roth IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your Roth IRA. You will select the investment for your Roth IRA assets from those investments that are offered under the Program. If you do not select investments you will be defaulted into the default investment selected under the Program.

In the event an allowable investment under the Program closes, or the allowable investments under the Program are modified, you will have 30 days to reallocate your investments to other available investments under the Program. In the absence of investment reallocation instructions from you, the balance in the closed or modified investments will be mapped over to new investment options with reasonably similar risk and return characteristics, selected by the State Administrator.

In the event the Program closes and your selected investments are no longer available, you will have 30 days to reallocate your investments to other investments offered by us. In the absence of investment reallocation instructions from you, the balance in your investments will be mapped over to new investment options with reasonably similar risk and return characteristics, selected by the State Administrator.

9.08 **Beneficiaries –** If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate. We may require additional information or court approved documents in order to process the death claim. All death claims will be processed within a reasonable time from receiving all applicable paperwork in good order.

You may designate one or more persons or entities as beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your Roth IRA. If you do not designate a beneficiary (or if all of your primary and contingent beneficiaries predecease you), your spouse will be the beneficiary. If no spouse exists, your estate will be the beneficiary.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are granted under the Code or applicable Regulations.

We may allow, if permitted by state law, an original Roth IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited Roth IRA at the time of your death) to name successor beneficiaries for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original Roth IRA beneficiary's lifetime. Each beneficiary designation form that the original Roth IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original Roth IRA beneficiary to revoke a successor beneficiary designation. If the original Roth IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original Roth IRA beneficiary.

9.09 **Termination of Agreement, Resignation, or Removal of Custodian –** Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another financial organization. If you do not complete a transfer of your Roth IRA within 30 days from the date we send the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA trustee or custodian that we choose in our sole discretion, or we may pay your Roth IRA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following:

- any fees, expenses, or taxes chargeable against your Roth IRA; and
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA.

If we are a nonbank custodian required to comply with Regulations section 1.408-2(e) and we fail to do so or we are not keeping the records, making the returns, or sending the statements as are required by forms or Regulations, the IRS may require us to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.10 **Successor Custodian –** If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your Roth IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as a Roth IRA trustee or custodian.

9.11 **Amendments –** We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

9.12 **Withdrawals or Transfers –** A request for withdrawal or transfer must be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

You are not required to take a distribution from your Roth IRA at age 70½. At your death, however, your beneficiaries must begin taking distributions in accordance with Article V and section 9.08 of this article. We will make no distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

9.13 **Transfers or Rollovers From Other Plans –** We can receive amounts transferred to this Roth IRA from the trustee or custodian of another Roth IRA as permitted by the Code. In addition, we can accept rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or rollover.

9.14 **Liquidation of Assets –** We have the right to liquidate assets in your Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.

9.15 **Restrictions on the Fund –** Neither you nor any beneficiary may sell, transfer, or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this agreement.

The assets in your Roth IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

9.16 **What Law Applies –** This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the law of our domicile will govern.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

9.17 **Contributions Under the Program –** Roth IRA contributions under the Program will be reported as contributions for the year containing the pay date in which they were deducted.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

PURPOSE OF FORM

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

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

DEFINITIONS

Custodian – The custodian must be a bank or savings and loan association, as defined in 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.

SPECIFIC INSTRUCTIONS

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

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

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

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR ROTH IRA

You have the right to revoke your Roth IRA within seven days of the receipt of the disclosure statement. If revoked, you are entitled to a full return of the contribution you made to your Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation by mailing or delivering a written notice to the custodian at the address listed on the application, or by contacting us at the number listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your Roth IRA, please call the custodian at the telephone number listed on the application.

REQUIREMENTS OF A ROTH IRA

A. **Cash Contributions –** Your contribution must be in cash, unless it is a rollover or conversion contribution.

B. **Maximum Contribution –** The total amount you may contribute to a Roth IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or $5,500 (for 2018) or $6,000 (for 2019), with possible cost-of-living adjustments each year thereafter. If you also maintain a Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code Sections (IRC Secs.) 408(a) or 408(b)), the maximum contribution to your Roth IRAs is reduced by any contributions you make to your Traditional IRAs. Your total annual contribution to all Roth IRAs and Traditional IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.

   Your Roth IRA contribution is further limited if your modified adjusted gross income (MAGI) equals or exceeds $189,000 (for 2018) or $193,000 (for 2019) if you are a married individual filing a joint income tax return, or equals or exceeds $120,000 (for 2018) or $122,000 (for 2019) if you are a single individual. Married individuals filing a joint income tax return with MAGI equaling or exceeding $199,000 (for 2018) or $203,000 (for 2019) may not fund a Roth IRA. Single individuals with MAGI equaling or exceeding $135,000 (for 2018) or $137,000 (for 2019) may not fund a Roth IRA. Married individuals filing a separate income tax return with MAGI equaling or exceeding $10,000 may not fund a Roth IRA. The MAGI limits described above are subject to cost-of-living increases for tax years beginning after 2019.

   If you are married filing a joint income tax return and your MAGI is between the applicable MAGI phase-out range for the year, your maximum Roth IRA contribution is determined as follows. (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 with MAGI of $198,000, your maximum Roth IRA contribution for 2019 is $3,000 ([$203,000 minus $198,000] divided by $10,000 and multiplied by $6,000).

   If you are single and your MAGI is between the applicable MAGI phase-out for the year, your maximum Roth IRA contribution is determined as follows. (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 with MAGI of $125,000, your maximum Roth IRA contribution for 2019 is $4,800 ([$137,000 minus $125,000] divided by $15,000 and multiplied by $6,000).

C. **Contribution Eligibility –** You are eligible to make a regular contribution to your Roth IRA, regardless of your age, if you have compensation and your MAGI is below the maximum threshold. Your Roth IRA contribution is not limited by your participation in an employer-sponsored retirement plan, other than a Traditional IRA.

D. **Catch-Up Contributions –** If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA. The maximum additional contribution is $1,000 per year.

E. **Nonforfeitability –** Your interest in your Roth IRA is nonforfeitable.

F. **Eligible Custodians –** The custodian of your Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

G. **Commingling Assets –** The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.

H. **Life Insurance –** No portion of your Roth IRA may be invested in life insurance contracts.

I. **Collectibles –** You may not invest the assets of your Roth IRA in collectibles (within the meaning of IRC Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Roth IRA investments.

J. **Beneficiary Payouts –** Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death. The entire amount remaining in your account will, at the election of your designated beneficiaries, either

   1. be distributed by December 31 of the year containing the fifth anniversary of your death, or
   2. be distributed over the remaining life expectancy of your designated beneficiaries.

   If your spouse is your sole designated beneficiary, he or she must elect either option (1) or (2) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (1) or (2) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (2). In the case of distributions under option (2), distributions must commence by December 31 of the year following the year of your death. Generally, if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated beneficiary of your entire Roth IRA will be deemed to elect to treat your Roth IRA as his or her own by either (1) making contributions to your Roth IRA or (2) failing to timely remove a required minimum distribution from your Roth IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your Roth IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

If your beneficiary fails to remove a required minimum distribution after your death, an additional penalty tax of 50 percent is imposed on the amount of the required minimum distribution that should have been taken but was not. Your beneficiary must file IRS Form 5329 along with his or her income tax return to report and remit any additional taxes to the IRS.

INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

A. **Contributions Not Deducted –** No deduction is allowed for Roth IRA contributions, including transfers, rollovers, and conversion contributions.

B. **Contribution Deadline –** The deadline for making a Roth IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar-year taxpayer and you make your Roth IRA contribution on or before your tax filing deadline, your contribution is considered to have been made for the previous tax year if you designate it as such.

   If you are a member of the Armed Forces serving in a combat zone, hazardous duty area, or contingency operation, you may have an extended contribution deadline of 180 days after the last day served in the area. In addition, your contribution deadline for a particular tax year is also extended by the number of days that remained to file that year's tax return as of the date you entered the combat zone. This additional extension to make your Roth IRA contribution cannot exceed the number of days between January 1 and your tax filing deadline, not including extensions.

C. **Tax Credit for Contributions –** You may be eligible to receive a tax credit for your Roth IRA contributions. This credit may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are

   - age 18 or older as of the close of the taxable year,
   - not a dependent of another taxpayer, and
   - not a full-time student.

   The credit is based upon your income (see chart below), and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed $2,000.

2018 Adjusted Gross Income*			**Applicable Percentage**
Joint Return	**Head of a Household**	**All Other Cases**	
$1–38,000	$1–28,500	$1–19,000	50
$38,001–41,000	$28,501–30,750	$19,001–20,500	20
$41,001–63,000	$30,751–47,250	$20,501–31,500	10
Over $63,000	Over $47,250	Over $31,500	0

2019 Adjusted Gross Income*			**Applicable Percentage**
Joint Return	**Head of a Household**	**All Other Cases**	
$1–38,500	$1–28,875	$1–19,250	50
$38,501–41,500	$28,876–31,125	$19,251–20,750	20
$41,501–64,000	$31,126–48,000	$20,751–32,000	10
Over $64,000	Over $48,000	Over $32,000	0

*Adjusted gross income (AGI) includes foreign earned income and income from Guam, America Samoa, North Mariana Islands, and Puerto Rico. AGI limits are subject to cost-of-living adjustments each year.

D. **Excess Contributions –** An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute. If the excess is not corrected timely, an additional penalty tax of six percent will be imposed upon the excess amount. The procedure for correcting an excess is determined by the timeliness of the correction as identified below.

   1. **Removal Before Your Tax Filing Deadline.** An excess contribution may be corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contribution was made. An excess withdrawn under this method is not taxable to you, but you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made. The six percent excess contribution penalty tax will be avoided.
   2. **Removal After Your Tax Filing Deadline.** If you are correcting an excess contribution after your tax filing deadline, including extensions, remove only the amount of the excess contribution. The six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the Roth IRA. An excess withdrawal under this method is not taxable to you.
   3. **Carry Forward to a Subsequent Year.** If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. To do so, you under-contribute for that tax year and carry the excess contribution amount forward to that year on your tax return. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

   You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

E. **Tax-Deferred Earnings –** The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.

F. **Taxation of Distributions –** The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.

1. **Qualified Distributions.** Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution that is made after the expiration of the five-year period beginning January 1 of the first year for which you made a contribution to any Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:

   - attainment of age 59½
   - disability
   - first-time homebuyer purchase
   - death

   For example, if you made a contribution to your Roth IRA for 2007, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2012.

2. **Nonqualified Distributions.** If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty tax. However, when you take a distribution, the amounts you contributed annually to any Roth IRA and any military death gratuity or Servicemembers' Group Life Insurance (SGLI) payments that you rolled over to a Roth IRA, will be deemed to be removed first, followed by conversion and employer-sponsored retirement plan rollover contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions, rollovers of your military death gratuity or SGLI payments, and your conversions and employer-sponsored retirement plan rollovers.

G. **Income Tax Withholding –** Any nonqualified withdrawal of earnings from your Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your Roth IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

H. **Early Distribution Penalty Tax –** If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10 percent generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10 percent generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10 percent generally will not apply if one of the following exceptions apply. **1) Death.** After your death, payments made to your beneficiary are not subject to the 10 percent early distribution penalty tax. **2) Disability.** If you are disabled at the time of distribution, you are not subject to the additional 10 percent early distribution penalty tax. In order to be disabled, a physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration. **3) Substantially equal periodic payments.** You are not subject to the additional 10 percent 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. You must continue these payments for the longer of five years or until you reach age 59½. **4) Unreimbursed medical expenses.** If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income, you will not be subject to the 10 percent early distribution penalty tax. For further detailed information and effective dates you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* from the IRS. The medical expenses may be for you, your spouse, or any dependent listed on your tax return. **5) Health insurance premiums.** If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Roth IRA to pay for health insurance premiums without incurring the 10 percent early distribution penalty tax. **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, will not be subject to the 10 percent early distribution penalty tax. **7) First-time homebuyer.** You may take payments from your Roth IRA to use toward qualified acquisition costs of buying or building a principle 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. **8) IRS levy.** Payments from your Roth IRA made to the U.S. government in response to a federal tax levy are not subject to the 10 percent early distribution penalty tax. **9) Qualified reservist distributions.** If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Roth IRA during the active duty period are not subject to the 10 percent early distribution penalty tax.

   You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes or to claim a penalty tax exception.

I. **Required Minimum Distributions –** You are not required to take distributions from your Roth IRA at age 70½ (as required for Traditional and savings incentive match plan for employees of small employers (SIMPLE) IRAs). However, your beneficiaries generally are required to take distributions from your Roth IRA after your death. See the section titled *Beneficiary Payouts* in this disclosure statement regarding beneficiaries' required minimum distributions.

J. **Rollovers and Conversions –** Your Roth IRA may be rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions, provided that all of the applicable rollover or conversion rules are followed. Rollover is a term used to describe a movement of cash or other property to your Roth IRA from another Roth IRA, or from your employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan. Conversion is a term used to describe the movement of Traditional IRA or SIMPLE IRA assets to a Roth IRA. A conversion generally is a taxable event. The general rollover and conversion rules are summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

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

You are permitted to roll over only one distribution from an IRA (Traditional, Roth, or SIMPLE) in a 12-month period, regardless of the number of IRAs you own. A distribution may be rolled over to the same IRA or to another IRA that is eligible to receive the rollover. For more information on rollover limitations, you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* from the IRS or refer to the IRS website at www.irs.gov.

2. **Traditional IRA-to-Roth IRA Conversions.** If you convert to a Roth IRA, the amount of the conversion from your Traditional IRA to your Roth IRA will be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are age 70½ or older, you must remove your required minimum distribution before converting your Traditional IRA.
3. **SIMPLE IRA-to-Roth IRA Conversions.** You are eligible to convert all or any portion of your existing SIMPLE IRA into your Roth IRA, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. The amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes and is includible in your gross income. Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are age 70½ or older you must remove your required minimum distribution before converting your SIMPLE IRA.
4. **Rollovers of Roth Elective Deferrals.** Roth elective deferrals distributed from a 401(k) cash or deferred arrangement, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan, may be rolled into your Roth IRA.
5. **Employer-Sponsored Retirement Plan-to-Roth IRA Rollovers.** You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan to your Roth IRA. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan unless it is a required minimum distribution, hardship distribution, part of a certain series of substantially equal periodic payments, corrective distributions of excess contributions, excess deferrals, excess annual additions and any income allocable to the excess, deemed loan distribution, dividends on employer securities, or the cost of life insurance coverage. If you are a spouse, nonspouse, or qualified trust beneficiary who has inherited a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan, you may be eligible to directly roll over the assets to an inherited Roth IRA. The inherited Roth IRA is subject to the beneficiary distribution requirements.

   If you are conducting an indirect rollover, your eligible rollover distribution generally must be rolled over to your Roth IRA not later than 60 days after you receive the distribution. In the case of a plan loan offset due to plan termination or severance from employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs.

   Although the rollover amount generally is included in income, the 10 percent early distribution penalty tax will not apply to rollovers from eligible employer-sponsored retirement plans to a Roth IRA or inherited Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax.
6. **Beneficiary Rollovers From 401(k), 403(b), or 457(b) Eligible Governmental Plans Containing Roth Elective Deferrals.** If you are a spouse, nonspouse, or qualified trust beneficiary of a deceased 401(k), 403(b), or 457(b) eligible governmental deferred compensation plan participant who had made Roth elective deferrals to the plan, you may directly roll over the Roth elective deferrals and their earnings to an inherited Roth IRA. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements.
7. **Rollovers of Military Death Benefits.** If you receive or have received a military death gratuity or a payment from the SGLI program, you may be able to roll over the proceeds to your Roth IRA. The rollover contribution amount is limited to the sum of the death benefits or SGLI payment received, less any such amount that was rolled over to a Coverdell education savings account. Proceeds must be rolled over within one year of receipt of the gratuity or SGLI payment for deaths occurring on or after June 17, 2008. Any amount that is rolled over under this provision is considered nontaxable basis in your Roth IRA.
8. **Qualified HSA Funding Distribution.** If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free qualified HSA funding distribution from your Roth IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans.*
9. **Rollovers of Settlement Payments From Bankrupt Airlines.** If you are a qualified airline employee who has received a qualified airline settlement payment from a commercial airline carrier under the approval of an order of a federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007, you are allowed to roll over any portion of the proceeds into your Roth IRA within 180 days after receipt of such amount, or by a later date if extended by federal law. For further detailed information and effective dates you may obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs),* from the IRS or refer to the IRS website at www.irs.gov.
10. **Rollovers of Exxon Valdez Settlement Payments.** If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to $100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to a Traditional or Roth IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.

11. **Rollovers 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 tax return due date (not including extensions) for the year in which the money was returned.

12. **Written Election.** At the time you make a rollover or conversion to a Roth IRA, you must designate in writing to the custodian your election to treat that contribution as a rollover or conversion. Once made, the election is irrevocable.

K. **Transfer Due to Divorce –** If all or any part of your Roth IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's Roth IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another Roth IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Roth IRA to another.

L. **Recharacterizations –** If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. For tax years beginning before January 1, 2018, if you have converted from a Traditional IRA to a Roth IRA, or rolled over an eligible employer-sponsored retirement plan to a Roth IRA, you may recharacterize the conversion or rollover along with the net income attributable to a Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions) for the year for which the original contribution was made or conversion or rollover completed. However, effective for tax years beginning after December 31, 2017, you may not recharacterize a Roth IRA conversion or an employer-sponsored retirement plan rollover.

LIMITATIONS AND RESTRICTIONS

A. **Spousal Roth IRA –** If you are married and have compensation, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether or not 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 Roth IRA and your spouse's Roth IRA is the lesser of 100 percent of your combined eligible compensation or $11,000 (for 2018) or $12,000 (for 2019). 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 Roth IRA. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

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

B. **Gift Tax –** Transfers of your Roth IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.

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

D. **Prohibited Transactions –** If you or your beneficiary engage in a prohibited transaction with your Roth IRA, as described in IRC Sec. 4975, your Roth IRA will lose its tax-deferred or tax-exempt status, and you generally must include the value of the earnings in your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your Roth IRA. (1) Taking a loan from your Roth IRA (2) Buying property for personal use (present or future) with Roth IRA assets (3) Receiving certain bonuses or premiums because of your Roth IRA.

E. **Pledging –** If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in your gross income for that year.

OTHER

A. **IRS Plan Approval –** Articles I through VIII of the agreement used to establish this Roth IRA have been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **Additional Information –** For further information on Roth IRAs, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs),* or Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* by calling 800-TAX-FORM, or by visiting www.irs.gov on the Internet.

C. **Important Information About Procedures for Opening a New Account –** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open a Roth IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. **Qualified Reservist Distributions –** If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your Roth IRA or retirement plan, you may recontribute those amounts to a Roth IRA generally within a two-year period from your date of return.

E. **Qualified Charitable Distributions –** If you are age 70½ or older, you may take tax-free Roth IRA distributions of up to $100,000 per year and have these distributions paid directly to certain charitable organizations. Special tax rules may apply. For further detailed information and effective dates you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* from the IRS or refer to the IRS website at www.irs.gov.

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

FINANCIAL DISCLOSURE

The value of your IRA will be dependent solely upon the performance of any investment instrument used to fund your IRA. Therefore, no projection of the growth of your IRA can reasonably be shown or guaranteed.

Terms and conditions of the IRA that affect your investment are listed below.

INVESTMENT OPTIONS

Your IRA will be invested in products that we offer directly or those we offer through a relationship with a registered securities broker-dealer.

FEES

There are certain fees and charges connected with your IRA investments. To find out what fees may be charged, refer to the Program Disclosure Booklet.

We reserve the right to change any of the fees identified in the Program Disclosure Booklet after notice to you, as provided in your IRA agreement.

EARNINGS

The method for computing and allocating annual earnings (e.g., interest, dividends) on your IRA will differ based on the nature and issuer of the investments chosen. Refer to the investment prospectus or contract for the methods used for computing and allocating annual earnings.

