ideal IDAHO COLLEGE SAVINGS PROGRAM

Thank you for choosing IDeal – Idaho College Savings Program as your partner for education savings. We are excited to announce effective on or about April 22, 2022, the following enhancements will be made to the plan:

1

## INTRODUCING NEW TARGET ENROLLMENT PORTFOLIOS

In an effort to continue providing best-in-class investment options to IDeal savers, the Target Enrollment Portfolios represent a simplified approach to investing. Because each family has a different education plan, savings objective, and time horizon, the Target Enrollment Portfolios allow families to select a portfolio based on when they plan to use their IDeal savings. For example, if you expect your Beneficiary to attend college beginning in the year 2026, you may consider the Target Enrollment 2026/2027 Portfolio. By allowing savers to choose their investments based on a target date rather than their beneficiary's age or a pre-determined risk tolerance, the Target Enrollment Portfolios also allow flexibility for students who wish to use their savings for K-12 education, graduate school, or an apprenticeship. You may select more than one Target Enrollment Portfolio within the same account for the same student. In addition to a more flexible and simple selection process, this option provides more frequent and gradual shifts from equities to bonds as the target enrollment date gets closer. More frequent rebalancing typically helps investors better align with their savings goals.

Full details of these new funds are available in the **Investment Options** section of the attached Program Description.

2

## REPLACING THE AGE-BASED PORTFOLIOS WITH THE NEW TARGET ENROLLMENT PORTFOLIOS

Participants who are currently investing in an Age-Based Portfolio will be automatically transitioned into the appropriate new Target Enrollment Portfolio based on the date of birth of their beneficiary. These exchanges will not be considered a taxable event and will not be counted towards the twice per year exchange limit.

**If you're in the Aggressive or Moderate Track:**

| Age | Conversion Date Age Range | Current Portfolio | New Portfolio |
|---|---|---|---|
| <1 | 9/1/2021 - 4/23/2022 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2040-2041 |
| 1-2 | 9/1/2019 - 8/31/2021 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2038-2039 |
| 3-4 | 9/1/2017 - 8/31/2019 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2036-2037 |
| 5-6 | 9/1/2015 - 8/31/2017 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2034-2035 |
| 7-8 | 9/1/2013 - 8/31/2015 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2032-2033 |
| 9-10 | 9/1/2011 - 8/31/2013 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2030-2031 |
| 11-12 | 9/1/2009- 8/31/2011 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2028-2029 |
| 13-14 | 9/1/2007 - 8/31/2009 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2026-2027 |
| 15-16 | 9/1/2005 - 8/31/2007 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2024-2025 |
| 17-18 | 9/1/2003 - 8/31/2005 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2022-2023 |
| 19-20 | 9/1/2001 - 8/31/2003 | Aggressive or Moderate Age-based Portfolio | Target Enrollment 2020-2021 |
| 21+ | 1/1/1900 - 8/31/2001 | Aggressive or Moderate Age-based Portfolio | Commencement Portfolio |

**If you're in the Conservative Track:**

| Age | Conversion Date Age Range | Current Portfolio | New Portfolio |
|---|---|---|---|
| <1 | 9/1/2021 - 4/23/2022 | Conservative Age-based Portfolio | Target Enrollment 2034-2035 |
| 1-2 | 9/1/2019 - 8/31/2021 | Conservative Age-based Portfolio | Target Enrollment 2032-2033 |
| 3-4 | 9/1/2017 - 8/31/2019 | Conservative Age-based Portfolio | Target Enrollment 2030-2031 |
| 5-6 | 9/1/2015 - 8/31/2017 | Conservative Age-based Portfolio | Target Enrollment 2028-2029 |
| 7-8 | 9/1/2013 - 8/31/2015 | Conservative Age-based Portfolio | Target Enrollment 2026-2027 |
| 9-10 | 9/1/2011 - 8/31/2013 | Conservative Age-based Portfolio | Target Enrollment 2024-2025 |
| 11-12 | 9/1/2009- 8/31/2011 | Conservative Age-based Portfolio | Target Enrollment 2022-2023 |
| 13-14 | 9/1/2007 - 8/31/2009 | Conservative Age-based Portfolio | Target Enrollment 2020-2021 |
| 15-16 | 9/1/2005 - 8/31/2007 | Conservative Age-based Portfolio | Commencement Portfolio |
| 17-18 | 9/1/2003 - 8/31/2005 | Conservative Age-based Portfolio | Commencement Portfolio |
| 19-20 | 9/1/2001 - 8/31/2003 | Conservative Age-based Portfolio | Commencement Portfolio |
| 21+ | 1/1/1900 - 8/31/2001 | Conservative Age-based Portfolio | Commencement Portfolio |

These mappings were designed with the goal of providing a mix of stocks, bonds, and short-term reserves that is similar to your current asset allocations. **As a result, your new Target Enrollment Portfolio may differ from your child's expected enrollment date.**

After the transition is completed, all Age-Based Portfolios will be closed. If you would prefer not to be invested in the Target Enrollment Date Investment Option, you may exchange your investments out of the existing Age-Based Portfolios to a fixed asset portfolio(s) of your choosing no later than April 22, 2022 at 2:00 p.m. MT, provided you have not already made two portfolio exchanges already in this calendar year. If you wish to make additional changes once this transition has occurred, you can log in to your account and request an exchange at any time, though it will count towards the twice per year exchange limit.

## REQUESTS & PROCESSING IMPACT

In order to facilitate the Target Enrollment Portfolios transition, Account Owners will not be able to access their account or initiate any transactions between 2:00 p.m. MT Thursday, April 21, 2022 and 6:00 a.m. MT on Monday, April 25, 2022. Payroll contributions that come in during this blackout period will also be held and processed with a trade date of Monday, April 25, 2022. Users of the READYSAVE™ 529 Mobile App will have read-only access to their account during this time.

As a reminder, on December 1, 2021, program management fees were reduced to .36%, a twenty-six percent reduction. We are excited to now bring these additional enhancements to the IDeal - Idaho College Savings Program to help make saving for all education levels more flexible. **There is no action required by you for these upcoming changes.** If you have further questions, email us at clientservice@idsaves.org or call us at 866.433.2533 Monday through Friday from 6 a.m. to 6 p.m. MT.

ideal
IDAHO COLLEGE
SAVINGS PROGRAM

Tony, Annette, Henry & Jack

# IDeal – Idaho College Savings Program Disclosure Statement

APRIL 2022

## IDEAL - IDAHO COLLEGE SAVINGS PROGRAM DISCLOSURE STATEMENT

This Disclosure Statement and Participation Agreement and any supplements hereto distributed from time to time contain information you should know before participating in the Plan, including information about fees, expenses, and risks. Please read them carefully before you invest and keep them for future reference. This Disclosure Statement has been identified by the Plan as the "Offering Material" as defined in the College Savings Plans Network Disclosure Principles, as may be amended from time to time, and is intended to provide substantive disclosure of the terms and conditions of an investment in the Plan.

The Plan, the Board and the State of Idaho do not guarantee any rate of return or any interest rate on any contribution or asset invested in IDeal. Except to the extent of FDIC insurance available for the Savings Portfolio, your Account is not insured or guaranteed by the Plan, the Board, the State of Idaho, the FDIC or any third party. Your Account may lose value.

If you are not an Idaho taxpayer, consider before investing whether your or the Beneficiary's home state offers a 529 Plan that provides its taxpayers with favorable state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that may only be available through investment in the home state's 529 Plan. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in IDeal. Therefore, please consult your financial, tax, or other advisor to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances. You also may wish to contact your home state's 529 Plan(s), or any other 529 Plan, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision.

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# Plan Highlights

This section highlights certain key features of IDeal. Please read the complete Disclosure Statement before you invest. Please see **Key Terms** starting on page 10 for the definition of key terms used in the Plan Highlights and throughout the Disclosure Statement.

## Summary

| FEATURE | DESCRIPTION | EXPLANATION/REASON |
|---|---|---|
| Plan | IDeal — Idaho College Savings Program | IDeal is a qualified tuition program sponsored by the State of Idaho, designed to help you save for college in a tax-advantaged way. IDeal is established by the Enabling Legislation and operated in accordance with Section 529. It offers valuable advantages including tax-deferred growth, generous contribution opportunities, attractive Investment Options, and professional investment management. |
| Eligibility | All U.S. residents; certain other entities | IDeal is open to all Account Owners and Beneficiaries who are U.S. citizens or resident aliens, with a Social Security number or taxpayer identification number. An Account Owner must be at least 18 years of age and have a U.S. permanent street address that is not a P.O. box. The Beneficiary may be any age, from newborn to adult. There are no restrictions on state of residence or income. Certain other entities, including trusts and custodial accounts and state or local government or tax-exempt organizations described in section 501(c)(3) of the Code, with a valid taxpayer identification number, may participate in the Plan.<br>See **Part I. How to Enroll — Open an Account**, page 16 |
| Fees & Expenses | Total Annual Asset-Based Plan Fee:<br>0.36% for all Portfolios, except for the Savings Portfolio which is 0.34%<br>Annual Account Fee:<br>$20 (waived if the Account Owner or Beneficiary is an Idaho Resident) | The Total Annual Asset-Based Plan Fee (which includes the cost of investing in the Funds) and the Annual Account Fee, if applicable, are the only Plan fees for investing in IDeal. There are also service-based fees for certain types of transactions. The fees and expenses are described in detail in this Disclosure Statement.<br>See **Part III. Fees and Expenses**, page 30 |
| Contributions | Minimum Contribution Amount:<br>$25 ($15 for payroll direct deposit) | The minimum contribution to an Account is $25, unless you contribute through payroll direct deposit. The minimum contribution through payroll direct deposit is $15.<br>You can make contributions by the following methods: (i) check; (ii) recurring contribution (minimum of $25 per month or $75 per quarter); (iii) payroll direct deposit; (iv) EFT; (v) Ugift®; (vi) rolling over assets from another 529 Plan; (vii) moving assets from an UGMA/UTMA account, Coverdell ESA, or Upromise Service account (viii) redeeming U.S. Savings Bonds; and (ix) recontributing a refund from an Eligible Educational Institution. Your initial account opening contribution cannot be made through Ugift® or from a Upromise Service account.<br>See **Part I. How to Enroll — Contribute to an Account**, page 17 |
| Maximum Account Balance | $500,000 | Contributions into an Account cannot exceed the Maximum Account Balance established by the Board. The Board expects to evaluate the Maximum Account Balance annually, but reserves the right to make adjustments more or less frequently.<br>See **Part V. Contributions — Maximum Account Balance**, page 39 |

| FEATURE | DESCRIPTION | EXPLANATION/REASON |
|---|---|---|
| Investment Options and Performance | Your money will be invested based on the Investment Option(s) that you choose | You may choose from the following types of Investment Options:<br>1. Twelve (12) Target Enrollment Portfolios;<br>2. Six (6) Fixed Asset Allocations Portfolios; and<br>3. A Savings Portfolio.<br>All of the Investment Options are managed by Vanguard, except for the Savings Portfolio, which is managed by Sallie Mae Bank. See **Part II. Plan Investment Options**, page 18<br>For performance information for the Portfolios, see **Part II. Plan Investment Options — Portfolio Performance**, page 28. Updated Portfolio information is available on the Plan's website at **www.idsaves.org**. Past Portfolio performance is not indicative of future Portfolio performance. |
| Tax Advantages | Federal/State Tax Deferrals | The earnings portion of Qualified Withdrawals are not subject to federal income tax if used to pay for Qualified Expenses. For K-12 education, funds can only be used for tuition expenses. For higher education, funds can be used for: (i) tuition, books, supplies, fees, and equipment required for enrollment or attendance at an Eligible Educational Institution; (ii) room and board at an Eligible Educational Institution (with limitations); (iii) expenses for the purchase of computer or peripheral equipment, computer software, or Internet access and related services, if such equipment, software, or services are to be used primarily by the Beneficiary during any of the years the Beneficiary is enrolled at an Eligible Educational Institution. Idaho taxpayers will not be subject to Idaho state income tax on earnings in an Account if withdrawals from an Account are used to pay Qualified Expenses.<br>Idaho taxpayers receive an annual income tax deduction of up to $6,000 per individual taxpayer ($12,000 married and filing jointly) from their Idaho adjusted gross income for contributions to IDeal.<br>The earnings portion of a Non-Qualified Withdrawal will be taxed to the recipient (and may be subject to the Federal Penalty Tax). Depending on the state where you live or pay state income tax, your earnings may or may not be subject to state income tax. For Idaho taxpayers, if you previously took a state tax deduction, the entire amount of the withdrawal must be added to your Idaho taxable income (to the extent not included in federal adjusted gross income) for the tax year in which you took the withdrawal.<br>See **Part VIII. Federal and State Tax Treatment**, page 46 |
| Gift and Generation-Skipping Transfer Tax (GST) Advantages | $80,000 (or $160,000 combined for spouses who gift split) | As of 2022, an individual can give in one year up to $80,000 (or $160,000 combined for spouses who gift split), prorated over five (5) years, to a Beneficiary without incurring federal gift tax or GST tax and without expending any portion of applicable transfer tax exemptions.<br>See **Part VIII. Federal and State Tax Treatment – Federal Gift and Estate Taxes**, page 47 |
| Estate Tax | Contributions are considered completed gifts for federal gift, GST, and estate tax purposes. | If an Account Owner dies, money in the Plan is not includable in the Account Owner's estate, with one exception, if the Account Owner elects, for excess contributions, to take the annual gift and/or GST tax exclusion over five (5) years, and dies before the five (5) year period elapses, then the contribution amounts allocable to the calendar years after the date of death are included in the Account Owner's estate for estate tax purposes.<br>See **Part VIII. Federal and State Tax Treatment – Federal Gift and Estate Taxes**, page 47 |
| Withdrawals | You may request a withdrawal online, by telephone or by mailing the appropriate form to the Plan. | You may request a withdrawal of all or part of the balance in your Account if the amount you request has been on deposit in your Account for eight (8) business days or longer.<br>See **Part VI. Withdrawals – General**, page 41 and **VI. Withdrawals – Procedures for Withdrawals**, page 41 |

| FEATURE | DESCRIPTION | EXPLANATION/REASON |
|---|---|---|
| Investment Exchanges | You may change Investment Options online, by telephone, or by mailing the appropriate form to the Plan; however, there are limitations on such transactions. | You may reallocate your Account assets among Investment Options up to two times per calendar year for the same Beneficiary and upon a change of the Beneficiary. You may invest future contributions in a different Investment Option(s) at any time.<br>See **Part VII. Maintaining Your Account – Changing Investment Options for Current Balances and Future Contributions**, page 45 |
| Risk Factors of the Plan | An investment in the Portfolios is subject to market risk and volatility, including loss of principal. | An investment in the Portfolios is subject to risks including: (i) the risk of losing money over short or even long periods; (ii) the investment risks of the Portfolios which include, without limitation, market risk, interest rate risk, foreign investment risk, credit risk, and geographical concentration risk; (iii) the risk of changes to the Plan, including changes in fees; (iv) the risk of federal or state tax law changes; and (v) the risk that contributions to the Plan may adversely affect the eligibility of the Beneficiary or the Account Owner for financial aid or other benefits.<br>See **Part II. Plan Investment Options – Risk Factor Glossary** and **Part IV. Risks of Investing in the Plan**, pages 27 and 33, respectively |
| Contact Information | You may contact an IDeal client service representative at **1-866-433-2533** to ask questions, set up or change Account features, arrange transactions, and request forms. You may also access your Account online at **www.idsaves.org**. | **Phone:**<br>1-866-433-2533<br>(6:00 a.m. – 6:00 p.m. Mountain time, Mon.-Fri.)<br>**Online:**<br>www.idsaves.org<br>**Regular Mail:**<br>IDeal – Idaho College Savings Program<br>P.O. Box 219944<br>Kansas City, MO 64121<br>**Overnight Delivery:**<br>IDeal – Idaho College Savings Program<br>920 Main Street, Suite 900<br>Kansas City, MO 64105 |

# How To Use This Disclosure Statement

This Disclosure Statement describes IDeal and includes information on the following:

- the governance and administration of the Plan (See **Part IX. Legal and Administrative Information About the Plan**, page 49);
- the fees for an investment in the Plan and the expenses that you may be charged by the Plan (See **Part III. Fees and Expenses**, page 30);
- the processes for enrollment in the Plan, contributions to an Account, withdrawals from an Account and Account maintenance (See **Part I. How to Enroll**, page 16, **Part V. Contributions**, page 36 and **Part VI. Withdrawals**, page 41);
- the tax implications related to the Plan (See **Part VIII. Federal and State Tax Treatment**, page 46);
- the investments offered by the Plan (See **Part II. Plan Investment Options**, page 18);
- the investment performance of the Portfolios (See **Part II. Plan Investment Options – Portfolio Performance**, page 28);
- the risks of investing in the Plan, the Portfolios and the Funds (See **Part II. Plan Investment Options – Risk Factor Glossary**, page 27 and **Part IV. Risks of Investing in the Plan**, page 33); and
- the limitations or penalties imposed by the Plan upon transfers between Investment Options, transfers to other 529 Plans or Non-Qualified Withdrawals generally (See **Part VIII. Federal and State Tax Treatment**, page 46)

You should review all the information in this Disclosure Statement to determine if an investment in IDeal is the right choice for you and your Beneficiary. The **Frequently Asked Questions** starting on page 13 are a good starting point to familiarize yourself with IDeal. The **Table of Contents**, starting on page 3, and the **Index**, starting on page 60, can help guide you through this Disclosure Statement for specific topics. The **Summary of Plan Rules** on page 59 serves as a quick reference guide for various Plan rules. Capitalized terms are defined in the **Key Terms** section beginning on page 10.

If you are unable to locate an answer to your questions, you can visit our website at **www.idsaves.org** or call us at **1-866-433-2533**.

# Key Terms

**529 Plan or Qualified Tuition Program —** A qualified tuition program established under and operated in accordance with Section 529 of the Code.

**Account —** An account in IDeal established by an Account Owner for a Beneficiary.

**Ascensus —** Ascensus Broker Dealer Services, LLC, the Program Manager.

**ABLE Plan —** A qualified ABLE program as defined in Section 529A of the Code.

**Account Owner or you —** An individual or legally recognized entity such as a corporation (for-profit or nonprofit), government entity, partnership, association, trust, foundation, guardianship, or estate who signs an Enrollment Form establishing an Account. In certain cases, the Account Owner and Beneficiary may be the same person.

**Age of Termination —** The age at which a custodianship on an UGMA/UTMA account terminates under the UGMA/UTMA laws for a state.

**Annual Account Fee —** A maintenance fee charged annually to an Account. This fee is waived if an Account Owner or Beneficiary is an Idaho Resident.

**Apprenticeship Program Expenses —** Fees, books, supplies, and equipment required for the participation of a Beneficiary in an apprenticeship program registered and certified with the Secretary of Labor under section 1 of the National Apprenticeship Act (29 U.S.C. 50).

**Board —** The State College Savings Program Board, the administrator of IDeal and Trustee of the Trust.

**Beneficiary or Student —** The individual designated by an Account Owner, or as otherwise provided in writing to IDeal, to receive the benefit of an Account.

**Code —** Internal Revenue Code of 1986, as amended. There are references to various Sections of the Code throughout this Disclosure Statement, including Section 529 as it currently exists and as it may subsequently be amended, and regulations adopted under it.

**Coverdell ESA —** Coverdell Education Savings Account.

**Custodian —** The individual who opens an Account on behalf of a minor Beneficiary with assets from an UGMA/UTMA account. Generally, the Custodian will be required to perform all duties of the Account Owner with regard to the Account until the Account Owner attains the Age of Termination, is otherwise emancipated, or the Custodian is released or replaced by a valid court order. The Custodian of an Account funded from an UGMA/UTMA account may not change the Account Owner or Beneficiary.

**Disabled or Disability —** Condition of a Beneficiary who is unable to do any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. See IRS Publication 970 for further details.

**Disclosure Statement —** This "IDeal – Idaho College Savings Program Disclosure Statement" document and any applicable supplement hereto, each as amended and supplemented from time to time.

**Education Credits —** American Opportunity and Lifetime Learning Tax Credits under Section 25A of the Code.

**Education Loan Repayments —** Principal or interest on any qualified education loan (as defined in section 221(d) of the Code) of the Beneficiary or a sibling of the Beneficiary, up to a lifetime limit of $10,000 per individual. Note, if you make an education loan repayment from your Account, Section 221(e)(1) of the Code provides that you may not also take a federal income tax deduction for any interest included in that education loan repayment.

**EFT or Electronic Funds Transfer —** A service through which an Account Owner authorizes IDeal to transfer money from a bank or other financial institution to an Account in IDeal.

**Eligible Educational Institution —** Eligible Educational Institutions include accredited postsecondary educational institutions in the United States or abroad offering credit toward an associate's degree, a bachelor's degree, a graduate-level or professional degree, or another recognized postsecondary credential, and certain postsecondary vocational and proprietary institutions. To be an Eligible Educational Institution for purposes of Section 529, an institution must be eligible to participate in U.S. Department of Education student financial aid programs.

**Enabling Legislation —** The law that established the Idaho College Savings Program and its Board. (Idaho Code Title 33, Chapter 54).

**Enrollment Form —** The "IDeal Enrollment Form" that is to be completed and submitted to the Program Manager by an Account Owner to open an Account. By completing and submitting an Enrollment Form, the Participant agrees to be bound by the terms and conditions of the Participation Agreement.

**Fees —** The Annual Account Fee, Total Annual Asset-Based Plan Fee, and any other fees, costs, expenses, and charges associated with IDeal.

**FDIC —** Federal Deposit Insurance Corporation.

**Federal Penalty Tax —** A federal surtax on the earnings portion of a Non-Qualified Withdrawal equal to 10% as required by the Code.

**Fixed Asset Allocation Portfolio —** An individual Portfolio in which the asset allocation of the Funds within such Portfolio is fixed over time and does not change.

**Force Majeure —** Circumstances beyond the reasonable control of the Plan Officials, including but not limited to regulatory or legislative changes, worldwide political uncertainties, and general economic conditions (such as Inflation and unemployment rates), acts of God, acts of civil or military authority, acts of government, accidents, environmental disasters, natural disasters or events, fires, floods, earthquakes, hurricanes, explosions, lightning, suspensions of trading,

epidemics, pandemics, public health crises, quarantines, wars, acts of war (whether war is declared or not), terrorism, threats of terrorism, insurrections, embargoes, cyber attacks, riots, strikes, lockouts or other labor disturbances, disruptions of supply chains, civil unrest, revolutions, power or other mechanical failures, loss or malfunction of utilities or communications services, delays or stoppage of postal or courier services, delays in or stoppages of transportation, and any other events or circumstances beyond our reasonable control whether similar or dissimilar to any of the foregoing.

**Funds —** The underlying investments that comprise the Portfolios.

**GST —** Generation skipping transfer.

**HYSA —** Sallie Mae Bank's High-Yield Savings Account.

**Idaho Resident —** An Account Owner or Beneficiary who has registered an Idaho address with the Plan.

**IDeal or the Plan —** The Idaho College Savings Program.

**Index Fund —** A type of mutual fund with a portfolio constructed to match or track the components of a market index.

**Investment Option —** One of nineteen (19) investment approaches offered in IDeal – twelve (12) Target Enrollment Portfolios, six (6) Fixed Asset Allocation Portfolios and the Savings Portfolio.

**Investment Managers —** The Vanguard Group, Inc. manages the assets held in the Target Enrollment Portfolios and the Fixed Asset Allocation Portfolios. Sallie Mae Bank manages the assets in the Savings Portfolio.

**IRS —** Internal Revenue Service.

**K-12 Tuition Expenses —** Expenses for tuition in connection with the Beneficiary's enrollment or attendance at an elementary or secondary public, private, or religious school, not to exceed $10,000 in distributions per tax year per Beneficiary in the aggregate across all 529 Plans making distributions for that same Beneficiary in such year.

**Management Agreement —** An agreement between the Board and Ascensus, as the Program Manager, to provide IDeal with administrative, account servicing, marketing and promotion, and investment management services. The agreement between the Board and the Program Manager will terminate on December 11, 2022, or earlier as provided in the Management Agreement.

**Maximum Account Balance —** The maximum aggregate balance across Accounts for the same Beneficiary within the Plan, which limits the amount of contributions that may be made to Accounts for any one Beneficiary, as required by Section 529 of the Code. The Maximum Account Balance is established by the Board from time to time. The Maximum Account Balance is $500,000.

**Member of the Family —** An individual as defined in Section 529(e)(2) of the Code. Generally, this definition includes a Beneficiary's immediate family members. A Member of the Family means an individual who is related to the Beneficiary as follows:

- a child or stepchild;
- a sibling, stepsibling, or half sibling;
- a parent, or stepparent;
- a grandparent;
- a grandchild;
- a niece or nephew;
- an aunt or uncle;
- a first cousin;
- a mother- or father-in-law, son- or daughter-in-law, brother- or sister-in-law; or
- a spouse of any individual listed (except first cousin).

For purposes of determining who is a Member of the Family, a legally adopted child or a foster child of an individual is treated as the child of that individual by blood. The terms "brother" and "sister" include half brothers and half sisters.

**Non-Qualified Withdrawal —** A withdrawal from an Account that is not used to pay for Qualified Expenses. Non-Qualified Withdrawals will be treated as income to the recipient and taxed at the recipient's tax rate. In addition, the Federal Penalty Tax may apply to the earnings portion of Non-Qualified Withdrawals unless an exception applies under the Code (see **Other Withdrawals** starting on page 41).

**NYSE —** The New York Stock Exchange.

**Participation Agreement —** The written agreement between an Account Owner and the Board, substantially in the form approved by the Board. An Account Owner agrees to the terms and conditions of the Participation Agreement by completing and submitting an Enrollment Form.

**Plan Officials —** The State, the Idaho College Savings Program, the Board, the Trustee, the Trust, any other agency of the State, the Program Manager, Vanguard, Sallie Mae Bank, and their respective affiliates, officials, officers, directors, employees and representatives.

**Portfolio —** A grouping of Funds constructed in accordance with a specific risk tolerance and investment objective. The Portfolios of each of the Target Enrollment Portfolios, the Fixed Asset Allocation Portfolios, and the Savings Portfolio are the available Portfolios in IDeal.

**Program Management Services —** The Program Manager and its affiliates, Ascensus College Savings Recordkeeping Services, LLC and Ascensus Investment Advisors, LLC, provide investment, recordkeeping, and other administrative services to the Accounts, the Trust, IDeal, and the Trustee pursuant to the terms of the Services Agreement.

**Program Manager —** Ascensus Broker Dealer Services, LLC, has been engaged by the Board to provide the Program Management Services, as an independent contractor, on behalf of IDeal, the Trust and the Board, as the Trustee.

**Qualified Withdrawal —** A withdrawal from an Account that is used to pay for Qualified Expenses of the Beneficiary.

**Qualified Expenses —** As defined in Section 529, Qualified Higher Education Expenses, K-12 Tuition Expenses, Apprenticeship Program Expenses, and Education Loan Repayments collectively.

**Qualified Higher Education Expenses —** Qualified higher education expenses as defined in the Code and as may be further limited by IDeal. Generally, these include the following:

- tuition, fees and the costs of textbooks, supplies, and equipment required for the enrollment or attendance of a student at an Eligible Educational Institution;
- certain costs of room and board of a student for any academic period during which the student is enrolled at least half-time at an Eligible Educational Institution;
- expenses for "special needs" students that are necessary in connection with their enrollment or attendance at an Eligible Educational Institution; and
- expenses for the purchase of computer or peripheral equipment (as defined in section 168(i)(2)(B) of the Code), computer software (as defined in section 197(e)(3)(B) of the Code), or Internet access and related services, if such equipment, software, or services are to be used primarily by the Beneficiary during any of the years the Beneficiary is enrolled at an Eligible Educational Institution.

**Rollover —** A transfer of assets between 529 Plans, or between Accounts in the Plan, or from a 529 Plan account to an ABLE Plan account, for the benefit of the same Beneficiary or a Member of the Family. Rollovers can be an incoming contribution to, or an outgoing withdrawal from, a 529 Plan. Rollovers must be reinvested into another 529 Plan or an ABLE Plan within sixty (60) days of the withdrawal date. A Rollover for the same Beneficiary is restricted to once per 12-month period. Rollovers into ABLE Plan accounts are subject to the annual contribution limits for ABLE Plan accounts.

**Savings Portfolio —** A Portfolio that invests in an FDIC-insured omnibus savings account held in trust by the Board at Sallie Mae.

**Sallie Mae Bank —** A state-chartered Utah industrial bank.

**SEC —** U.S. Securities and Exchange Commission.

**Section 529 —** Section 529 of the Code.

**Standing Allocations —** The standing instructions from the Account Owner regarding the allocation of future contributions to an Account.

**State —** The State of Idaho.

**Successor Account Owner —** The person named in the Enrollment Form or otherwise in writing to IDeal by the Account Owner, who may exercise the rights of the Account Owner under the Plan if the Account Owner dies.

**Target Enrollment Portfolios —** An investment approach in which the asset allocation of the money invested in a Target Enrollment Portfolio is automatically adjusted quarterly over time to become more conservative as the Beneficiary's year of enrollment in school draws nearer.

**Total Annual Asset-Based Plan Fee —** Administrative and investment management costs and the annual fees and expenses associated with the Funds in which each Portfolio held by your Account invests.

**Trade Date —** The date on which your purchase, redemption, or exchange transaction will be executed. Your transaction will be executed at the closing price of the Units of the applicable Portfolio on the Trade Date.

**Trust —** The Idaho College Savings Trust created by the Trust Declaration.

**Trust Declaration —** The declaration of trust establishing the Trust, dated effective August 6, 2007, and as may be amended from time to time by the Board.

**Tuition Assistance —** A benefit earned by certain individuals employed by Eligible Educational Institutions whereby family members who attend these Eligible Educational Institutions may receive partial or full waivers for payment of Qualified Higher Education Expenses.

**UGMA/UTMA —** Uniform Gifts to Minors Act/Uniform Transfers to Minors Act.

**Unit —** The measurement of your interest in a Portfolio. Units are Trust interests.

**Unit Value —** The value per Unit in a Portfolio.

**Upromise Member —** Means a person or entity that has enrolled in the Upromise Service and has established a Upromise account in accordance with the terms and conditions of the Upromise Service.

**Upromise Service —** Means an Internet-based college savings network developed and administered by Upromise, Inc., through which, among other things, Upromise Members can receive a percentage of their qualified online shopping, dining out at eligible participating restaurants and other cash awards for purchasing the various products and services of the companies that participate in the network.

**U.S. Military Academy —** United States Military Academy, the United States Naval Academy, the United States Air Force Academy, the United States Coast Guard Academy, and the United States Merchant Marine Academy.

**Vanguard —** The Vanguard Group, Inc.

**We or Our —** The Idaho College Savings Program, the Board, as Trustee, Ascensus, Vanguard and Sallie Mae Bank, as applicable.

# Frequently Asked Questions

This Disclosure Statement contains important information you should review before opening an Account, including information about the benefits and risks of investing. Please read it carefully and save it for future reference.

## What is IDeal?

Section 529 permits states and state agencies to create, sponsor and administer 529 Plans. 529 Plans are tax-advantaged programs intended to help individuals and families pay the costs of education. IDeal is a Section 529 Plan established and sponsored by the state of Idaho and administered by the Board. Ascensus serves as the Program Manager. IDeal is designed to help individuals and families save for education in a tax-advantaged way and offers valuable benefits, including tax-deferred growth, generous contribution limits, attractive investment options, and professional investment management.

## How does IDeal work?

When you enroll in IDeal, you choose to invest in one or more Investment Options that include twelve (12) Target Enrollment Portfolios, six (6) Fixed Asset Allocation Portfolios, and a Savings Portfolio based upon your investing preferences and risk tolerance. Each Portfolio invests in either: (i) mutual funds and a separate account offered or managed by Vanguard; or (ii) an FDIC-insured omnibus account held in trust by the Board at Sallie Mae Bank. All of the contributions made to your Account grow tax-deferred and your withdrawals are federal and Idaho state tax-free if used for Qualified Expenses.

## What are some examples of Qualified Expenses?

Examples of Qualified Expenses include: (i) K-12 tuition expenses in connection with enrollment or attendance at an elementary or secondary public, private, or religious school - tuition only, up to $10,000 per student, per year; (ii) Education Loan Repayments up to a lifetime limit of $10,000 per individual; (iii) Apprenticeship Program Expenses; and (iv) higher education expenses such as tuition, books, supplies, fees, and equipment required for enrollment or attendance at an Eligible Educational Institution; room and board at an Eligible Educational Institution (with limitations); and expenses for the purchase of computer or peripheral equipment, computer software, or Internet access and related services, if such equipment, software, or services are to be used primarily by the Beneficiary during any of the years the Beneficiary is enrolled at an Eligible Educational Institution.

## Is my IDeal Account guaranteed?

Generally, the savings in your IDeal Account are not insured or guaranteed. The Savings Portfolio, however, offers FDIC insurance on a pass-through basis to Account Owners. Investment returns will vary depending upon the performance of the Investment Options you choose. Except to the extent of FDIC insurance available for the Savings Portfolio (subject to the limits described in the section entitled "FDIC Insurance" on page 24), you could lose all or a portion of your investment, depending upon market conditions.

## How do I open an Account?

To open an Account, we must receive a completed Enrollment Form, which you may submit either online or by mail. The Enrollment Form is considered a contract between the Account Owner and the Board establishing the obligations of each.

It is necessary to have all information provided in the Enrollment Form to successfully open your IDeal Account. Without all required information and supporting documentation, as applicable, we may not be able to accept and complete your enrollment. We have the sole discretion to determine whether an Enrollment Form is complete and accepted and whether to open an Account. See **Part I. How to Enroll** on page 16.

## How many Accounts can I open?

You can open Accounts for as many Beneficiaries (the person(s) you are saving for) as you wish. Please keep in mind that each Account may have only one Account Owner (you) and one Beneficiary and you must complete a separate Enrollment Form for each different Beneficiary.

## What are the fees associated with IDeal?

IDeal has no commissions, loads or sales charges. The Total Annual Asset-Based Plan Fee for all Portfolios is 0.36%, except for the Savings Portfolio, which has a Total Annual Asset-Based Plan Fee of 0.34%. We assess an Annual Account Fee of $20 to each Account if neither the Account Owner nor the Beneficiary is an Idaho Resident. A detailed description of Fees associated with IDeal can be found in **Part III. Fees and Expenses** starting on page 30.

## Does IDeal offer any tax benefits?

Yes. IDeal offers both Idaho state and federal tax benefits, starting with tax-deferred savings and an Idaho state income tax deduction for Idaho taxpayers. Any earnings on your investment are Idaho state and federal tax-free when used towards Qualified Expenses. However, any statements in this document concerning U.S. and state tax issues are not offered as individual tax advice to any person and are provided as general information. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.

## How does the State income tax deduction work for IDeal?

Anyone can contribute to an Account and Idaho taxpayers may take a tax deduction. Idaho taxpayers receive an annual income tax deduction up to $6,000 per individual taxpayer ($12,000 married and filing jointly) from their State adjusted gross income for contributions to IDeal. To take advantage of this income tax deduction for a particular year, your contributions must be made by year-end. For year-end contribution deadlines, see **Part VIII. Federal and State Tax Treatment — State Tax Treatment — Idaho Tax Deduction Contribution Deadlines** on page 48.

If you no longer pay Idaho state income tax, you will no longer be eligible to receive the Idaho state income tax deduction for subsequent contributions to your Account. If you roll assets from your Account into a 529 Plan offered by another state or an ABLE Plan, Idaho's tax code requires the recapture of any amounts contributed to the Plan and taken as a state tax deduction in the year of the Rollover and the prior taxable year. If you move out of Idaho, you should check with your new state of residence regarding the state tax benefits that may be available in that state for your 529 Plan investment. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances. For additional information, please see **Part VIII. Federal and State Tax Treatment — State Tax Treatment — Rollovers Out of Plan** on page 47.

## Can I change my Investment Options?

You may change the Investment Options you have selected in your Account to other Investment Options up to two times per calendar year per Beneficiary. However, for future contributions, you may change your Investment Options at any time. For more information on making changes to your Account, see **Part VII. Maintaining Your Account** starting on page 44.

## When can I enroll a newborn?

A newborn may be enrolled at any time. Keep in mind that you are required to submit the Beneficiary's (the newborn in this instance) Social Security number on the Enrollment Form. You may also open an Account naming yourself as the Beneficiary in anticipation of the birth or adoption of a child and add the child as the Beneficiary after the birth or adoption at a later time.

## Does my child have to attend college in Idaho?

No. You can use the assets in your Account towards the costs of nearly any public or private, 2-year or 4-year college nationwide, as long as the student is enrolled in a U.S.-accredited college, university or technical school that is eligible to participate in U.S. Department of Education student financial aid programs. In fact, many U.S. colleges and universities now have campuses or locations outside of the country, where money from your IDeal Account can be used. Your Account can also be used for nearly any graduate school, medical school, or law school, among others, nationwide. Go to www.fafsa.ed.gov to see if your school qualifies.

## If I enroll in IDeal, can I still apply for financial aid?

Yes. Participation in IDeal does not limit a student's receipt of merit-based financial aid, including academic or athletic scholarships. Like most investments, however, it may affect your ability to receive needs–based financial aid. For federal financial aid purposes, Account assets will be considered (i) assets of a student's parent, if the student is a dependent student and the owner of the Account is the parent or the student, or (ii) assets of the student, if the student is the owner of the Account and not a dependent student. For more details, see **Part IV. Risks of Investing in the Plan — Eligibility for Financial Aid** on page 34.

## What effect does an Account have on eligibility for Medicaid or other state and federal benefits?

The effect of an Account on eligibility for Medicaid or other state and federal benefits is uncertain. It is possible that an Account in the Plan may be counted in determining an individual's financial eligibility for Medicaid or other state and federal benefits. For more details, see **Part IV. Risks of Investing in the Plan — Medicaid and Other Federal and State Benefits** on page 35.

## What happens if my child receives a scholarship or grant?

There are several options you can choose from:

- use assets in your Account to pay any tuition and required fees not covered by the scholarship or grant;
- apply assets in your Account towards other Qualified Higher Education Expenses such as certain room and board expenses, books and computer equipment;
- change the Beneficiary on your Account to a qualifying Member of the Family of your child;
- keep any unused funds in your Account to pay for future Qualified Expenses, including graduate school; or
- withdraw any unused funds up to the amount of the scholarship or grant without being subject to the Federal Penalty Tax (federal and state income taxes and state penalties on earnings, however, may apply).

## Can I change the Beneficiary of my Account?

Yes. You can transfer your Account to a Member of the Family of the Beneficiary without incurring taxes or penalties. The definition of Member of the Family includes: a child or stepchild, sibling, step-sibling or half-sibling, parent or step-parent, grandparent, grandchild, niece or nephew, aunt or uncle, first cousin, mother-or father-in-law, son- or daughter-in-law, brother or sister-in-law, spouse of any individual listed (except first cousin).

## What if my child does not go to college immediately after high school?

IDeal does not require the child to attend college immediately after graduating high school. There are no restrictions on when you can use your Account to pay for college expenses.

## What if the beneficiary or I move out of Idaho after I open an Account?

You can continue to contribute to your Account and your Beneficiary can still use the Account to attend any Eligible Educational Institution. However, if you move out of state and no longer pay Idaho state income tax, you will no longer be eligible to receive the Idaho state income tax deduction. Additionally, the Account will be subject to the $20 Annual Account Fee, unless your Beneficiary is an Idaho Resident. For more information, see the **Frequently Asked Question** entitled "How does the State income tax deduction work for IDeal?" on page 14.

## What if I experience a financial hardship and need to withdraw the funds for a purpose other than college expenses?

You may withdraw funds from your Account at any time. If the funds are not used for Qualified Expenses, federal income taxes, the Federal Penalty Tax, and state income taxes and penalties may apply to any earnings portion of your withdrawal. In addition, if you previously took a state tax deduction, the entire amount of the withdrawal must be added to your Idaho taxable income (to the extent not included in federal adjusted gross income). For details about tax and other penalties, please read **Part VIII. Federal and State Tax Treatment** starting on page 46.

## What if I already have a 529 Plan account? Can I transfer my account to IDeal?

Yes. We will accept a Rollover of your account from another 529 Plan into IDeal. There may be many benefits to moving your account into the Plan. Foremost among these could be the impact on your Idaho state taxes. If you are an Idaho taxpayer and have an account in another 529 Plan, you are not eligible to take the Idaho state income tax deduction for contributions to that other 529 Plan account. All 529 Plans offer the same federal tax benefits, but only IDeal allows for the Idaho state tax deduction. Please contact the Plan for details on how to roll over an existing account with another plan. You should contact the sponsor of your current 529 Plan for additional details on rolling over your account.

Please note: funds rolled into IDeal from another 529 Plan will not be able to be taken as a tax deduction.

## Do my contributions to IDeal qualify as a gift under federal law?

Yes. The Internal Revenue Code provides that payments to an Account are completed gifts for federal gift tax purposes and are eligible for the applicable annual exclusion from gift and generation skipping transfer taxes (as of 2022, $16,000 for single individual or $32,000 for married couple). Under certain conditions, you can contribute up to $80,000 immediately ($160,000 for married couples) and average the total out over five years to remain within the $16,000 ($32,000 for married couples) annual gift-tax exclusion. Please consult your tax advisor for more information.

## What are the risks involved?

As with any investment, there are risks involved in investing in IDeal. To learn about the risks, please read and carefully consider the **Risks of Investing in the Plan** starting on page 33 and the **Risk Factor Glossary** starting on page 27.

## What is the Upromise Service?

The Upromise Service is a loyalty program offered by Upromise, Inc., which enables Account Owners in the Upromise Service to earn rewards from participating merchants. These cash rewards can be used to make contributions to an Account in the Plan.
The Upromise Service is a separate service from the Plan. It is not affiliated with the State of Idaho, the Board, or the Trust. Separate terms and conditions apply. Upromise, Inc. is not an affiliate of the Program Manager. For more information, visit **www.upromise.com**.

## Where can I find forms and the current Disclosure Statement?

To obtain forms relating to IDeal or the most up to date Disclosure Statement, visit the IDeal website at **www.idsaves.org** or call **1-866-433-2533**.

## How do I contact the Plan?

**Phone:**
1-866-433-2533
Monday through Friday, 6:00 a.m. to 6:00 p.m. Mountain time

**Online**:
www.idsaves.org

**Regular Mail:**
IDeal – Idaho College Savings Program
P.O. Box 219944
Kansas City, MO 64121

**Overnight Delivery:**
IDeal – Idaho College Savings Program
920 Main Street, Suite 900
Kansas City, MO 64105

# Part I. How To Enroll

This section offers a brief overview of the process needed to: (1) open an Account, (2) choose a Beneficiary, (3) designate a Successor Account Owner, (4) choose your investment options, and (5) contribute money to an Account.

## Open an Account

### Who Can Open an Account?

To be an Account Owner, you must be a U.S. citizen or resident alien, be at least 18 years of age, and must have a Social Security number or taxpayer identification number. You must provide the Plan with a U.S. permanent street address that is not a post office box.

Certain entities may also be Account Owners, including, trusts, partnerships, corporations, associations, and estates. All entities must submit documentation to IDeal to verify the existence of the entity and identify the individuals who are eligible to act on the entity's behalf. Examples of appropriate documentation include a trust agreement, partnership agreement, corporate resolution, articles of incorporation, bylaws, or letters appointing an executor or personal representative. Documentation must be submitted when an Account is established. We will not be able to open your Account until we receive all of the information required on the Enrollment Form, including the documentation that verifies the existence of the Account Owner. If the individuals who are authorized to act on behalf of the entity have changed since the Account was established, then additional documentation must be submitted with any withdrawal or other transaction request.

If the Account Owner is an agency or instrumentality of a state or local government, or tax-exempt organization as defined in the Code, has established the Account as a general scholarship fund, the organization must provide verification of its exempt status that is acceptable to the Plan when the Account is established. Please note that Accounts established as a general scholarship fund are not required to name a Beneficiary, are not subject to the Maximum Account Balance, and may be subject to separate terms and conditions separate from the Plan.

### How Do You Open an Account?

- **Online:** Complete the Enrollment Form online at **www.idsaves.org**.
- **By mail:** Complete, sign, and mail an Enrollment Form to:
  IDeal – Idaho College Savings Program
  P.O. Box 219944
  Kansas City, MO 64121

## Choose a Beneficiary

- Identify a Beneficiary for the Account on your Enrollment Form. A Beneficiary must be a U.S. citizen or resident alien, and have a Social Security number or individual taxpayer identification number. A Beneficiary may be of any age and must be an individual and not an entity.
- You may designate only one Beneficiary per Account, but different Account Owners may establish different Accounts for the same Beneficiary. If a Beneficiary has multiple Accounts, contributions to an Account will be limited if the total assets held in all Accounts for that Beneficiary exceed the Maximum Account Balance.
- You do not have to be related to the Beneficiary.
- You may designate yourself as the Beneficiary.

## Designate a Successor Account Owner

You may designate a Successor Account Owner (to the extent permissible under applicable law) to succeed to all of your rights, title, and interest in your Account upon your death. You can make this designation on the Enrollment Form, online, over the phone, or in writing. You can also change your Successor Account Owner by submitting the appropriate form. We must receive and process your request before the Successor Account Owner designation can be effective. You may revoke the designation of a Successor Account Owner at any time online, over the phone, or by submitting the appropriate form. Forms may be obtained from our website at **www.idsaves.org** or by calling us at **1-866-433-2533**. Idaho is a community property state. Please consult your legal or tax advisor regarding your Account designation and changing the Successor Account Owner.

## Choose an Investment Option

You may select from a number of Investment Options which fall into the following three categories:

- **Fixed Asset Allocation Portfolios:** The asset allocation of money invested in any of the Fixed Asset Allocation Portfolios is static, meaning it does not change over time. There are six (6) types of Fixed Asset Allocation Portfolios to choose from—Aggressive Growth Portfolio, Growth Portfolio, Moderate Growth Portfolio, Conservative Growth Portfolio, Income Portfolio, Interest Accumulation Portfolio.
- **Savings Portfolio:** Assets are invested in an FDIC-insured omnibus account held in trust by the Board at Sallie Mae Bank.

- **Target Enrollment Portfolios:** The asset allocation of the money invested in a Target Enrollment Portfolio is automatically adjusted quarterly over time to become more conservative as the Beneficiary's year of enrollment in school draws nearer. There are twelve (12) types of Target Enrollment Portfolios to choose from.

See **Part II. Plan Investment Options** starting on page 18 for details about the Plan's investment options, including investment objectives, strategies, risks, and fees.

## Contribute to an Account

The Plan requires minimum contributions of $25 to an Account, unless you contribute through payroll direct deposit. The minimum requirement for contributions through payroll direct deposit is $15 per pay period.

You can make contributions by the following methods: (i) check; (ii) recurring contribution (minimum of $25 per month or $75 per quarter); (iii) payroll direct deposit; (iv) EFT; (v) Ugift®; (vi) rolling over assets from another 529 Plan; (vii) moving assets from an UGMA/UTMA account, Coverdell ESA, or Upromise Service account; (viii) redeeming U.S. Savings Bonds; and (ix) recontributing a refund from an Eligible Educational Institution. Your initial account opening contribution cannot be made through Ugift® or from a Upromise Service account.

See **Part V. Contributions** starting on page 36 for additional details on contributing to your Account.

# Part II. Plan Investment Options

## Overview

IDeal offers many different Investment Options for your contributions. You can choose from three (3) types of Investment Options (Target Enrollment Portfolios, Fixed Asset Allocation Portfolios and a Savings Portfolio) at the time your Account is established and each time you contribute. Account owners should periodically assess, and if appropriate, adjust their Investment Options with their time horizon, risk tolerance, and investment objectives in mind.

Each time you contribute, you may select up to five (5) Investment Options. The minimum allocation per Investment Option is 5% of the contribution amount.

## Target Enrollment Portfolios

The Target Enrollment Portfolios are a simplified approach to college investing. We have designed these investment options to allow you to select a Portfolio based upon your risk tolerance and your Beneficiary's anticipated year of enrollment in school or an eligible program. For example, if you expect your Beneficiary to attend college beginning in the year 2026, you may consider the Target Enrollment 2026/2027 Portfolio. If you expect your Beneficiary to attend college beginning in the year 2030, you may consider a Target Enrollment Portfolio with an earlier target enrollment date if you are a more conservative investor, or a Target Enrollment Portfolio with a later target enrollment date if you are a more aggressive investor.

The asset allocation of the money invested in these Investment Options is automatically adjusted quarterly over time to become more conservative as the Beneficiary's year of enrollment in school draws nearer. The Commencement Portfolio is designed for investors who are withdrawing for qualified education expenses. This Portfolio's allocation to stocks and bonds is the allocation that all Target Enrollment Portfolios are expected to assume within 4 years after their designated enrollment year. As such, this Portfolio seeks to minimize risk. The Commencement Portfolio will remain at a static asset allocation for the duration because it's already at its most conservative phase when the Beneficiary begins attending the school. Portfolios are rebalanced on a quarterly basis to ensure that they are allocated as close to the target allocations as possible. About every 2 years, a new Target Enrollment Portfolio is created and assets of the oldest Target Enrollment Portfolio are transferred into the Commencement Portfolio.

Portfolios with higher allocations to fixed income and money market securities tend to be less volatile than those with higher stock allocations. Less-volatile Portfolios generally will not decline as far when stock markets go down, but they also generally will not appreciate in value as much when stock markets go up. There is no assurance that any Portfolio will reach its goal.

## Fixed Asset Allocation Portfolios

Unlike the Target Enrollment Portfolios, the Fixed Asset Allocation Portfolios do not change asset allocations as the Beneficiary ages. Instead, the asset allocation of each Portfolio remains fixed over time.

## Savings Portfolio

Similar to the Fixed Asset Allocation Portfolios, the types and composition of investments held by the Savings Portfolio remains fixed over time. The Savings Portfolio invests 100% of its assets in an omnibus savings account insured by the FDIC (up to certain limits) and held in trust by the Board at Sallie Mae Bank. See **Portfolio Profiles — Savings Portfolio** beginning on page 24.

## Asset Allocation Table

The chart on page 19 describes the composition of the Portfolios within each of the Target Enrollment Portfolios, the Fixed Asset Allocation Portfolios and the Savings Portfolio. For details on the investment objectives, strategies and risks of each of the Portfolios and the Funds, refer to **Part II. Plan Investment Options — Portfolio Profiles** starting on page 20 and **Part II. Plan Investment Options — Fund Profiles** starting on page 25, respectively.

## Asset Allocation Table

| Target Enrollment Portfolios | | Vanguard Total Stock Market Index Fund (Equity) | Vanguard Total International Stock Index Fund (Equity) | Vanguard Total Bond Market II Index Fund (Bonds) | Vanguard Total International Bond Index Fund (Bonds) | Vanguard Short-Term Inflation-Protected Securities Index Fund (Bonds) | Vanguard Short-Term Reserves Account (Cash Equivalent) | Sallie Mae FDIC-Insured High-Yield Savings Account (Cash Equivalent) |
|---|---|---|---|---|---|---|---|---|
| <1 | Target Enrollment 2040/2041 Portfolio | 57.00% | 38.00% | 3.50% | 1.50% | | | |
| 1-2 | Target Enrollment 2038/2039 Portfolio | 57.00% | 38.00% | 3.50% | 1.50% | | | |
| 3-4 | Target Enrollment 2036/2037 Portfolio | 52.20% | 34.80% | 9.10% | 3.90% | | | |
| 5-6 | Target Enrollment 2034/2035 Portfolio | 46.20% | 30.80% | 16.10% | 6.90% | | | |
| 7-8 | Target Enrollment 2032/2033 Portfolio | 39.00% | 26.00% | 24.50% | 10.50% | | | |
| 9-10 | Target Enrollment 2030/2031 Portfolio | 33.00% | 22.00% | 31.50% | 13.50% | | | |
| 11-12 | Target Enrollment 2028/2029 Portfolio | 28.20% | 18.80% | 37.10% | 15.90% | | | |
| 13-14 | Target Enrollment 2026/2027 Portfolio | 18.20% | 12.13% | 39.41% | 16.89% | | 13.37% | |
| 15-16 | Target Enrollment 2024/2025 Portfolio | 12.76% | 8.51% | 36.40% | 15.60% | | 26.73% | |
| 17-18 | Target Enrollment 2022/2023 Portfolio | 10.44% | 6.96% | 29.82% | 12.78% | | 40.00% | |
| 19-20 | Target Enrollment 2020/2021 Portfolio | 8.12% | 5.41% | 23.17% | 9.93% | | 53.37% | |
| 21+ | Commencement Portfolio | 6.96% | 4.64% | 19.88% | 8.52% | | 60.00% | |
| **Fixed Asset Allocation Portfolios** | | | | | | | | |
| Aggressive Growth Portfolio | | 60.00% | 40.00% | | | | | |
| Growth Portfolio | | 45.00% | 30.00% | 17.50% | 7.50% | | | |
| Moderate Growth Portfolio | | 30.00% | 20.00% | 35.00% | 15.00% | | | |
| Conservative Growth Portfolio | | 15.00% | 10.00% | 52.50% | 22.50% | | | |
| Income Portfolio | | | | 34.50% | 22.50% | 18.00% | 25.00% | |
| Interest Accumulation Portfolio | | | | | | | 100.00% | |
| **Savings Portfolio** | | | | | | | | |
| Savings Portfolio | | | | | | | | 100% |

# Portfolio Profiles

The following discussion highlights key aspects of each of the Portfolios in IDeal. Each Portfolio profile references investment risks that apply to the Portfolio's underlying investments. For a discussion of those risks, see **Risk Factor Glossary** beginning on page 27.

## Target Enrollment Portfolios

### Investment Objective

The Target Enrollment Portfolios seek to provide capital appreciation and current income consistent with their current asset allocation (see chart on page 19 for individual Portfolio allocations). The objective of these options becomes more focused on capital preservation and income as they approach their target date. The Target Enrollment Portfolios in IDeal are more likely to meet their goals if each Fund in which each Portfolio invests achieves its stated investment objectives.

### Investment Strategy

The Target Enrollment Portfolios allocate their assets to Funds. These options seek to provide a diversified allocation to broad asset classes, including domestic and international stocks and bonds. The allocations to the asset classes and the Funds are expected to change, reducing exposure to stocks and increasing exposure to fixed income and cash equivalents, becoming more conservative until the Beneficiaries' expected enrollment year. The Funds in this option will rebalance on a quarterly basis until reaching the Commencement Portfolio, and then will retain a static allocation in that Commencement Portfolio.

Through investments in **Vanguard Total Stock Market Index Fund**, the Portfolios indirectly invest in primarily large-capitalization U.S. stocks and, to a lesser extent, mid-,small-, and micro-capitalization U.S. stocks. The Fund holds a broadly diversified collection of securities that, in the aggregate, approximates the total market capitalization of all the U.S. common stocks regularly traded on the New York Stock Exchange and Nasdaq.

Through investments in **Vanguard Total International Stock Index Fund**, the Portfolios indirectly invest in international stocks. The Fund employs an indexing investment approach designed to track the performance of the FTSE Global All Cap ex US Index, a float-adjusted market-capitalization-weighted index designed to measure equity market performance of companies located in developed and emerging markets, excluding the United States.

Through investments in **Vanguard Total Bond Market II Index Fund**, the Portfolios indirectly invest in a broadly diversified collection of securities that, in the aggregate, approximates the Bloomberg U.S. Aggregate Float Adjusted Index in terms of key risk factors and other characteristics. The Index measures a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and 3 asset-backed securities—all with maturities of more than 1 year. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

Through investments in **Vanguard Total International Bond Index Fund**, the Portfolios indirectly invest in government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than 1 year. The Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged), which provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. To minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar, the Fund will attempt to hedge its foreign currency exposure in order to correlate to the returns of the Index, which is U.S. dollar hedged. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

Through investments in **Vanguard Short-Term Reserves Account**, the Portfolios indirectly invest in funding agreements issued by one or more insurance companies, synthetic investment contracts (SICs), and shares of Vanguard Federal Money Market Fund. Funding agreements and SICs are interest-bearing contracts that are structured to preserve principal and accumulate interest earnings over the life of the investment. Funding agreements generally pay interest at a fixed interest rate and have fixed maturity dates that normally range from 2 to 5 years. SICs pay a variable interest rate and have an average duration range between 2 and 5 years. The Federal Money Market Fund invests primarily in high-quality, short-term money market instruments issued by the U.S. government and its agencies and instrumentalities.

*Note: Vanguard Short-Term Reserves Account's investments in Vanguard Federal Money Market Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Federal Money Market Fund seeks to preserve the value of the investment at $1 per share, it cannot guarantee that it will do so. It is possible that Vanguard Short-Term Reserves Account may lose money by investing in the Fund. The Vanguard Group, Inc., has no legal obligation to provide financial support to the Fund, and there should be no expectation that the sponsor will provide financial support to the Fund at any time.*

### Investment Risks

The Portfolios are subject to the risks of the underlying stock funds, which include **stock market risk, country/regional risk, currency risk**, and **emerging markets risk**, and the risks of the underlying bond funds, which include **interest rate risk, income risk, prepayment risk, extension risk, call risk, credit risk, country/regional risk, liquidity risk, currency and currency hedging risk**, and **derivatives risk**. The Portfolio is also subject to **investment style risk, index sampling risk, and nondiversification risk**. For a description of these risks, see Risk Factor Glossary starting on page 27.

## Aggressive Growth Portfolio

### Investment Objective

The Portfolio seeks to provide capital appreciation.

### Investment Strategy

The Portfolio invests in two Vanguard stock index funds according to a formula that results in an allocation of 100% of its assets in stocks. The percentages of the Portfolio's assets allocated to each Fund are:

| | |
|---|---|
| Vanguard Total Stock Market Index Fund | 60% |
| Vanguard Total International Stock Index Fund | 40% |

Through its ownership of the two stock funds, the Portfolio indirectly owns primarily large-capitalization and, to a lesser extent, mid-, small-, and micro-capitalization U.S. stocks, and international stocks.

### Investment Risks

The Portfolio is subject to **stock market risk, country/regional risk, currency risk, emerging markets risk, index sampling risk,** and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Conservative Growth Portfolio

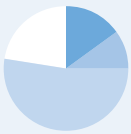
### Investment Objective

The Portfolio seeks to provide current income and low to moderate capital appreciation.

### Investment Strategy

The Portfolio invests in two Vanguard stock index funds and two Vanguard bond index funds, resulting in an allocation of 25% of its assets to stocks and 75% of its assets to investment-grade bonds. The percentages of the Portfolio's assets allocated to each Fund are:

| | |
|---|---|
| Vanguard Total Stock Market Index Fund | 15% |
| Vanguard Total International Stock Index Fund | 10% |
| Vanguard Total Bond Market II Index Fund | 52.5% |
| Vanguard Total International Bond Index Fund | 22.5% |



Through its ownership of the two stock funds, the Portfolio indirectly owns primarily large-capitalization and, to a lesser extent, mid-, small-, and micro-capitalization U.S. stocks, and international stocks. Through its ownership of Vanguard Total Bond Market II Index Fund, the Portfolio indirectly holds a mix of bonds—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities— that represent a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States, all with maturities of more than 1 year. The Fund maintains a dollar-weighted average consistent with that of the Bloomberg U.S. Aggregate Float Adjusted Index, which generally ranges between 5 and 10 years.

Through its ownership of Vanguard Total International Bond Index Fund, the Portfolio also indirectly owns government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than 1 year. The Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged), which provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. To minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar, the Fund will attempt to hedge its foreign currency exposure in order to correlate to the returns of the Index, which is U.S. dollar hedged. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

### Investment Risks

The Portfolio is subject to **interest rate risk, credit risk, income risk, call risk, prepayment risk**, **extension risk, stock market risk, country/regional risk, currency hedging risk, nondiversification risk, currency risk, emerging markets risk, index sampling risk**, and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Growth Portfolio

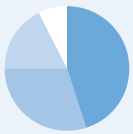
### Investment Objective

The Portfolio seeks to provide capital appreciation and low to moderate current income.

### Investment Strategy

The Portfolio invests in two Vanguard stock index funds and two Vanguard bond index funds, resulting in an allocation of 75% of its assets to stocks and 25% of its assets to investment-grade bonds. The percentages of the Portfolio's assets allocated to each Fund are:

| | |
|---|---|
| Vanguard Total Stock Market Index Fund | 45% |
| Vanguard Total International Stock Index Fund | 30% |
| Vanguard Total Bond Market II Index Fund | 17.5% |
| Vanguard Total International Bond Index Fund | 7.5% |



Through its ownership of the two stock funds, the Portfolio indirectly owns primarily large-capitalization and, to a lesser extent, mid-, small-, and micro-capitalization U.S. stocks, and international stocks. Through its ownership of Vanguard Total Bond Market II Index Fund, the Portfolio indirectly holds a mix of bonds—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities— that represent a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States, all with maturities of more than 1 year. The Fund maintains a dollar-weighted average consistent with that of the Bloomberg U.S. Aggregate Float Adjusted Index, which generally ranges between 5 and 10 years.

Through its ownership of Vanguard Total International Bond Index Fund, the Portfolio also indirectly owns government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than 1 year. The Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged), which provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. To minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar, the Fund will attempt to hedge its foreign currency exposure in order to correlate to the returns of the Index, which is U.S. dollar hedged. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

### Investment Risks

The Portfolio is subject to **stock market risk, interest rate risk, credit risk, income risk, call risk, prepayment risk, extension risk, country/regional risk, currency risk, emerging markets risk, currency and currency hedging risk, nondiversification risk, index sampling risk**, and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Income Portfolio

### Investment Objective

The Portfolio seeks to provide current income.

### Investment Strategy

The Portfolio invests in three Vanguard bond funds and one Vanguard short-term reserves account, resulting in an allocation of 75% of assets to investment-grade bonds and 25% of assets to short-term investments. The percentages of the Portfolio's assets allocated to each Fund are:

| | |
|---|---|
| Vanguard Total Bond Market II Index Fund | 34.5% |
| Vanguard Total International Bond Index Fund | 22.5% |
| Vanguard Short-Term Inflation-Protected Securities Fund | 18% |
| Vanguard Short-Term Reserves Account | 25% |

Through its ownership of Vanguard Total Bond Market II Index Fund, the Portfolio indirectly holds a broadly diversified collection of securities that, in the aggregate, approximates the Bloomberg U.S. Aggregate Float Adjusted Index in terms of key risk factors and other characteristics. The Index measures a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States—including government, corporate, and international dollar-denominated bonds, as well as mortgage backed securities and asset-backed securities—all with maturities of more than 1 year. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

Through its ownership of Vanguard Total International Bond Index Fund, the Portfolio indirectly holds government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than 1 year. To minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar, the fund attempts to hedge its currency exposures.

Through its ownership of Vanguard Short-Term Inflation-Protected Securities Index Fund, the Portfolio indirectly holds inflation protected public obligations issued by the U.S. Treasury with remaining maturities of less than 5 years. The Fund employs an indexing investment approach designed to track the performance of the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index. The Fund maintains a dollar-weighted average maturity consistent with that of its target index, which generally does not exceed 3 years.

Through its ownership of Vanguard Short-Term Reserves Account, the Portfolio indirectly invests in traditional and separate account funding agreements issued by one or more insurance companies, synthetic investment contracts ("SICs"), and shares of Vanguard Federal Money Market Fund. Funding agreements are interest-bearing contracts that are structured to preserve principal and accumulate interest earnings over the life of the investment. Traditional funding agreements may pay interest at a fixed minimum rate and have fixed maturity dates that normally range from 2 to 5 years. The likelihood of timely payment of principal and interest under a traditional funding agreement is a direct reflection of the claims-paying ability of the issuing insurer. Under separate account funding agreements, the insurer holds a portfolio of fixed income securities for the benefit of the funding agreements backed by the separate account and returns will vary based on the performance of the assets in the separate account. SICs are arrangements in which the Trust Fund, not the insurer, owns a fixed-income security or portfolio of securities and an insurance company or other financial institution provides a benefit-responsive guarantee.

Vanguard Federal Money Market Fund invests in high-quality securities issued by the U.S. government and its agencies and instrumentalities. For more information about Vanguard Short-Term Reserves Account, please see the Vanguard Interest Accumulation Portfolio profile.

### Investment Risks

The Portfolio is subject to **interest rate risk, credit risk, income risk, call risk, prepayment risk, income fluctuation risk, currency and currency hedging risk, country/regional risk, nondiversification risk, manager risk, index sampling risk**, and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Interest Accumulation Portfolio

### Investment Objective

The Portfolio seeks income consistent with the preservation of principal.

### Investment Strategy

The Portfolio directs all of its assets into Vanguard Short-Term Reserves Account, through which the Portfolio owns funding agreements (traditional and separate account), synthetic investment contracts (SICs), and shares of Vanguard Federal Money Market Fund. Funding agreements and synthetic investment contracts are interest-bearing contracts that are structured to preserve principal and accumulate interest earnings over the life of the investment. Traditional funding agreements generally pay interest at a fixed interest rate and have fixed maturity dates that normally range from 2 to 5 years. Separate account funding agreements and synthetic investment contracts pay a variable interest rate and have an average duration range between 2 and 5 years. Investments in either new funding agreements or synthetic investment contracts are based upon available liquidity in the Portfolio, and the competitiveness of offered yields, based on market conditions and trends. The Short-Term Reserves Account also purchases shares of the Federal Money Market Fund to meet normal liquidity needs.

The total amount invested in the Federal Money Market Fund is expected to range between 0% and 25%. The Federal Money Market Fund invests in high-quality, short-term money market instruments issued by the U.S. government and its agencies and instrumentalities. To be considered high-quality, a security generally must be rated in one of the two highest credit-quality categories for short-term securities by at least two nationally recognized rating services (or by one, if only one rating service has rated the security). The Federal Money Market Fund maintains a dollar-weighted average maturity of 60 days or less and a dollar-weighted average life of 120 days or less.

The performance of the Interest Accumulation Portfolio will reflect the blended earnings of the funding agreements, synthetic investment contracts, and Federal Money Market Fund shares held by the Portfolio (minus the Portfolio's expenses).

The Portfolio has a longer average maturity than money market funds, which should result in higher yields when interest rates are stable or declining. However, because only a portion of the Portfolio's investment matures each year, its yield will change more slowly than that of a money market fund. As a result, when interest rates are rising, the Portfolio's yield may fall below money market funds' yields for an extended time period. The Portfolio may, from time to time, invest all or a significant portion of its assets in the Federal Money Market Fund.

Note: Vanguard Income Portfolio and Vanguard Interest Accumulation Portfolio both invest in Vanguard Short-Term Reserves Account, which, in turn, invests in Vanguard Federal Money Market Fund. Vanguard Short-Term Reserves Account's investment in Vanguard Federal Money Market Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of the investment at $1 per share, it is possible that Vanguard Short-Term Reserves Account may lose money by investing in the Fund.

### Investment Risks

The Portfolio is subject to **inflation risk, income risk, manager risk, credit risk**, and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27. Traditional funding agreements are backed by the financial strength of the insurance companies that issue the contracts. Every effort is made to select high-quality insurance companies. However, the Portfolio may lose value if an insurance company is unable to make interest or principal payments when due.

Separate account funding agreements and synthetic investment contracts (SICs) are issued by banks, insurance companies, and other issuers, and are designed to provide a stable asset value. However, unlike traditional funding agreements, they are supported by a diversified portfolio of high-quality fixed income assets and mutual funds as well as the financial strength of the issuing institution. Returns earned vary with the performance of the underlying fixed income assets or mutual funds. Synthetic investment contracts are also called alternative investment contracts or wrapped bond contracts.

## Moderate Growth Portfolio

### Investment Objective

The Portfolio seeks to provide capital appreciation and current income.

### Investment Strategy

The Portfolio invests in two Vanguard stock index funds and two Vanguard bond index funds, resulting in an allocation of 50% of its assets to stocks and 50% of its assets to investment-grade bonds. The percentages of the Portfolio's assets allocated to each Fund are:

| | |
|---|---|
| Vanguard Total Stock Market Index Fund | 30% |
| Vanguard Total International Stock Index Fund | 20% |
| Vanguard Total Bond Market II Index Fund | 35% |
| Vanguard Total International Bond Index Fund | 15% |

Through its ownership of the two stock funds, the Portfolio indirectly owns primarily large-capitalization and, to a lesser extent, mid-, small-, and micro-capitalization U.S. stocks, and international stocks. Through its ownership of Vanguard Total Bond Market II Index Fund, the Portfolio indirectly holds a mix of bonds—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities—that represent a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States, all with maturities of more than 1 year. The Fund maintains a dollar-weighted average consistent with that of the Bloomberg U.S. Aggregate Float Adjusted Index, which generally ranges between 5 and 10 years.

Through its ownership of Vanguard Total International Bond Index Fund, the Portfolio also indirectly owns government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than 1 year. The Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged), which provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. To minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar, the Fund will attempt to hedge its foreign currency exposure in order to correlate to the returns of the Index, which is U.S. dollar hedged. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

### Investment Risks

The Portfolio is subject to **stock market risk, interest rate risk, credit risk, income risk, call risk, prepayment risk, extension risk, country/regional risk, currency risk, emerging markets risk, currency and currency hedging risk, nondiversification risk, index sampling risk**, and **derivatives risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Savings Portfolio

### Investment Objective

The Portfolio seeks income consistent with the preservation of principal.

### Investment Strategy

The Portfolio invests 100% of its assets in the HYSA. The HYSA is held in an omnibus savings account insured by the FDIC, which is held in trust by the Board at Sallie Mae Bank.

Investments in the Savings Portfolio earn a varying rate of interest. Interest on the HYSA will be compounded daily, based on the actual number of days in a year (typically, 365/365 and 366/366 in leap years) and will be credited to the HYSA on a monthly basis. The interest rate is expressed as an Annual Percentage Yield ("APY").
The HYSA APY will be reviewed by Sallie Mae Bank on a periodic basis and may be recalculated as needed at any time. To see the current Savings Portfolio APY, please visit **www.idsaves.org** or call **1-866-433-2533**.

Investments in the Savings Portfolio are pooled into the FDIC-insured omnibus savings account held in trust by the Board at Sallie Mae Bank. Subject to the application of Sallie Mae Bank and FDIC rules and regulations to each Account Owner, funds in the Savings Portfolio will retain their value as described below under FDIC Insurance.

### FDIC Insurance

Except for the Savings Portfolio, investments in IDeal are not insured by the FDIC. FDIC insurance is provided for the Savings Portfolio only, which invests in an FDIC-insured omnibus savings account held in trust by the Board at Sallie Mae Bank. Contributions to and earnings on the investments in the Savings Portfolio are insured by the FDIC on a pass-through basis to each Account Owner up to $250,000, the maximum amount set by federal law. The amount of FDIC insurance provided to an Account Owner is based on the total of: (a) the value of an Account Owner's investment in the Savings Portfolio, and (b) the value of all other accounts held by the Account Owner at Sallie Mae Bank, as determined by Sallie Mae Bank and FDIC regulations. Plan Officials are not responsible for determining how an Account Owner's investment in the Savings Portfolio will be aggregated with other accounts held by the Account Owner at Sallie Mae Bank for purposes of the FDIC insurance.

### No Other Guarantees

There is no other insurance and there are no other guarantees for the Savings Portfolio. Therefore, like all of the Portfolios, neither your contributions into the Savings Portfolio nor any investment return earned on your contributions are guaranteed by Plan Officials. In addition, the Savings Portfolio does not provide a guarantee of any level of performance or return.

### Investment Risks

To the extent that FDIC insurance applies, the Portfolio is primarily subject to **income risk**. For a description of this risk, see **Risk Factor Glossary** starting on page 27.

# Fund Profiles

Below are the investment profiles for each of the Funds, except for the Vanguard Short-Term Reserves Account which is described above in the Interest Accumulation Portfolio. Each Fund has a different level of risk. For a discussion of those risks, see **Risk Factor Glossary**. Each Fund's current prospectus and statement of additional information contains information not summarized here and identifies additional risks that are not discussed below. You can request a copy of the current prospectus, the statement of additional information, or the most recent semiannual or annual report of any Fund by visiting Vanguard's website at **www.vanguard.com** or by calling **1-866-734-4524**.

## Vanguard Total Stock Market Index Fund

### Investment Objective

The Fund seeks to track the performance of a benchmark index that measures the investment return of the overall stock market.

### Investment Strategy

The Fund employs an indexing investment approach designed to track the performance of the Center for Research in Security Prices (CRSP®) US Total Market Index. The Index represents approximately 100% of the investable U.S. stock market and includes large-, mid-, small-, and micro-capitalization stocks regularly traded on the NYSE and Nasdaq. The Fund invests by sampling the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full index in terms of key characteristics. These key characteristics include industry weightings and market capitalization, as well as certain financial measures, such as price/earnings ratio and dividend yield.

### Investment Risks

The Fund is subject to **stock market risk** and **index sampling risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Vanguard Short-Term Inflation-Protected Securities Index Fund

### Investment Objective

The Fund seeks to track the performance of a benchmark index that measures the investment return of inflation-protected public obligations of the U.S. Treasury with remaining maturities of less than five years.

### Investment Strategy

The Fund employs an indexing investment approach designed to track the performance of the Bloomberg U.S. Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index. The Index is a market-capitalization-weighted index that includes all inflation-protected public obligations issued by the U.S. Treasury with remaining maturities of less than five years. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the securities that make up the Index, holding each security in approximately the same proportion as its weighting in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the target index, which generally does not exceed three years.

Vanguard Short-Term Inflation-Protected Securities Index Fund seeks to provide protection from inflation as measured by the Consumer Price Index. It is possible that the costs of higher education may increase at a rate that exceeds the rate of increase of the Consumer Price Index. There is no guarantee that the Fund will protect investors from the rising costs of higher education.

### Investment Risks

The Fund is subject to **income fluctuation risk** and **interest rate risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Vanguard Total International Stock Index Fund

### Investment Objective

The Fund seeks to track the performance of a benchmark index that measures the investment return of stocks issued by companies located in developed and emerging markets, excluding the United States.

### Investment Strategy

The Fund employs an indexing investment approach designed to track the performance of the FTSE Global All Cap ex US Index, a float-adjusted, market-capitalization-weighted index designed to measure equity market performance of companies located in developed and emerging markets, excluding the United States. As of October 31, 2017, the Index includes approximately 5,900 stocks of companies located in 46 countries. The Fund invests all, or substantially all, of its assets in the common stocks included in its target index.

### Investment Risks

The Fund is subject to **stock market risk, investment style risk, country/regional risk, currency risk** and **emerging markets risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Vanguard Total Bond Market II Index Fund

### Investment Objective

The Fund seeks to track the performance of a broad, market-weighted bond index.

### Investment Strategy

The Fund employs an indexing investment approach designed to track the performance of the Bloomberg U.S. Aggregate Float Adjusted Index. This Index represents a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities—all with maturities of more than 1 year. The Fund invests by sampling the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Fund's investments will be selected through the sampling process, and at least 80% of the Fund's assets will be invested in bonds held in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

### Investment Risks

The Fund is subject to **interest rate risk, income risk, call risk, prepayment risk, credit risk, extension risk, liquidity risk** and **index sampling risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Vanguard Total International Bond Index Fund

### Investment Objective

Vanguard Total International Bond Index Fund seeks to track the performance of a benchmark index that measures the investment return of non-U.S. dollar-denominated investment-grade bonds.

### Investment Strategy

The Fund employs an indexing investment approach designed to track the performance of the Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged). This Index provides a broad-based measure of the global, investment-grade, fixed-rate debt markets. The Index includes government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than one year. The Index is capped to comply with investment company diversification standards of the Internal Revenue Code, which state that, at the close of each fiscal quarter, a fund's (1) exposure to any particular bond issuer may not exceed 25% of the fund's assets, and (2) aggregate exposure to issuers that individually constitute 5% or more of the fund may not exceed 50% of the fund's assets. To help enforce these limits, if the Index, on the last business day of any month, were to have greater than 20% exposure to any particular bond issuer, or greater than 48% aggregate exposure to issuers that individually constitute 5% or more of the Index, then the excess would be reallocated to bonds of other issuers represented in the Index. The Index methodology is not designed to satisfy the diversification requirements of the Investment Company Act of 1940. The Fund will attempt to hedge its foreign currency exposure, primarily through the use of foreign currency exchange forward contracts, in order to correlate to the returns of the Index, which is U.S. dollar hedged. Such hedging is intended to minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Fund's investments will be selected through the sampling process, and, under normal circumstances, at least 80% of the Fund's assets will be invested in bonds included in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

### Investment Risks

The Fund is subject to **interest rate risk, income risk, credit risk, call risk, country/regional risk, currency and currency hedging risk, nondiversification risk, derivatives risk**, and **index sampling risk**. For a description of these risks, see **Risk Factor Glossary** starting on page 27.

## Risk Factor Glossary

**Call Risk.** This is the risk that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupons or interest rates before their maturity dates. The Fund would then lose any potential price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the Fund's income. Such redemptions and subsequent reinvestments would also increase the Fund's portfolio turnover rate.

**Country/Regional Risk.** This is the risk that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value (and/or liquidity) of securities issued by companies in foreign countries or regions (or foreign governments or government agencies). Because a Fund may invest a large portion of its assets in securities of companies (or bonds of issuers) located in a particular country or region, the Fund's performance may be hurt disproportionately by the poor performance of its investments in that area.

**Credit Risk.** This is the risk that a bond issuer will fail to pay principal or interest in a timely manner, or that negative perceptions of the issuer's ability to make such payments will cause the price of that security to decline.

**Currency Risk.** This is the risk that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates.

**Currency and Currency Hedging Risk.** This is the risk that the currency hedging transactions entered into by the Vanguard Total International Bond Index Fund may not perfectly offset its foreign currency exposure. Vanguard Total International Bond Index Fund seeks to mimic the performance of foreign bonds without regard to currency exchange rate fluctuations. To accomplish this goal, the Vanguard Total International Bond Index Fund attempts to offset, or hedge, its foreign currency exposure by entering into currency hedging transactions, primarily through the use of foreign currency exchange forward contracts. However, it generally is not possible to perfectly hedge the Fund's foreign currency exposure. The Fund will decline in value if it underhedges a currency that has weakened or if it overhedges a currency that has strengthened relative to the U.S. dollar. In addition, the Fund will incur expenses to hedge its foreign currency exposure. By entering into currency hedging transactions, the Fund may eliminate any chance to benefit from favorable fluctuations in relevant currency exchange rates.

**Derivatives Risk.** The Fund may invest in derivatives, which may involve risks different from, and possibly greater than, those of investments directly in the underlying securities or assets.

**Emerging Markets Risk.** This is the risk that the stocks of companies located in emerging markets will be substantially more volatile, and substantially less liquid, than the stocks of companies located in more developed foreign markets because, among other factors, emerging markets can have greater custodial and operational risks; less developed legal, tax, regulatory, and accounting systems; and greater political, social, and economic instability than developed markets.

**Extension Risk.** This is the risk that during periods of rising interest rates, certain debt obligations will be paid off substantially more slowly than originally anticipated, and the value of the those securities may fall. This will lengthen the duration or average life of those securities and delay a Fund's ability to reinvest proceeds at higher interest rates, making a fund more sensitive to changes in interest rates. For Funds that invest in mortgage-backed securities, extension risk is the risk that during periods of rising interest rates, homeowners will prepay their mortgages at slower rates.

**Income Fluctuation Risk.** This is the risk that a Fund's quarterly income distributions are likely to fluctuate considerably more than the income distributions of a typical bond fund. For Vanguard Short-Term Inflation-Protected Securities Index Fund, income fluctuations associated with changes in interest rates are expected to be low; however, income fluctuations associated with changes in inflation rates are expected to be high.

**Income Risk.** This is the risk that the Fund's income will decline because of falling interest rates. Income risk is generally high for short-term bond funds, moderate for intermediate-term bond funds, and low for long-term bond funds.

**Index Sampling Risk.** This is the risk that the securities selected for a Fund using the sampling method of indexing will not, in the aggregate, provide investment performance matching that of the Fund's target index.

**Interest Rate Risk.** This is the risk that bond prices overall will decline because of rising interest rates. Interest rate risk is generally high for long-term bond funds, moderate for intermediate-term bond funds, and low for short-term bond funds.

**Investment Style Risk.** This is the risk that returns from the types of stocks in which a Fund invests will trail returns from the overall stock market. Specific types of stocks (for instance, small-, mid-, or large-capitalization stocks) tend to go through cycles of doing better—or worse—than the stock market in general. These periods have, in the past, lasted for as long as several years.

**Liquidity Risk.** This is the chance that a Fund may not be able to sell a security in a timely manner at a desired price.

**Nondiversification Risk.** This is the risk that Vanguard Total International Bond Index Fund's performance may be hurt disproportionately by the poor performance of bonds issued by just a few or even a single issuer. The Vanguard Total International Bond Index Fund is considered nondiversified, which means that it may invest a significant percentage of its assets in bonds issued by a small number of issuers.

**Prepayment Risk.** This is the risk that during periods of falling interest rates, homeowners will refinance their mortgages before their maturity dates, resulting in prepayment of mortgage-backed securities held by a Fund. The Fund would then lose any price appreciation above the mortgage's principal and would be forced to reinvest the unanticipated proceeds and lower interest rates, resulting in a decline in the Fund's income. Such prepayments and subsequent reinvestments would also increase the Fund's portfolio turnover rate.

**Stock Market Risk.** This is the risk that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. A Fund's target index may, at times, become focused in stocks of a particular sector, category, or group of companies.

## Portfolio Performance

The following table shows how the performance of the Portfolios has varied over the periods indicated. The performance data includes each Portfolio's asset-based fee but does not include other charges associated with an investment in the Plan. See **Part III. Fees and Expenses** on page 30. Please note that your personal performance may be different than the performance for a Portfolio as shown below. For instance, your personal performance may be different due to Account fees or Portfolio changes during the indicated periods.

The performance of the Portfolios will differ from the performance of the Funds. Because the Portfolios have higher expense ratios than the Funds, over comparable periods of time, all other things being equal, a Portfolio would have lower performance than its comparable Fund. (However, the Funds do not offer the same tax advantages as the Portfolios.) Performance differences also are caused by differences in the Trade Dates of Portfolio purchases. When you invest money in a Portfolio, you will receive Portfolio Units as of the Trade Date noted in **Part V. Contributions — Pricing of Portfolio Units** on page 40. The Portfolio will use your money to purchase shares of a Fund. However, the Trade Date for the Portfolio's purchase of Fund shares typically will be one (1) business day after the Trade Date for your purchase of Portfolio Units. Depending on the amount of cash flow into or out of the Portfolio and whether the Fund is going up or down in value, this timing difference may cause the Portfolio's performance either to trail or exceed the Fund's performance.

**The performance data shown below represents past performance, which is not a guarantee of future results. Investment returns and principal value will fluctuate, so Account Owners' Portfolio Units, when sold, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data cited. For performance data current to the most recent month-end, visit www.idsaves.org.**

AVERAGE ANNUAL TOTAL RETURNS AS OF DECEMBER 31, 2021[1]

| Investment Options | 1 Year | 3 Year | 5 Year | 10 Year | Since Inception | Inception Date |
|---|---|---|---|---|---|---|
| Aggressive Growth Portfolio | 18.18% | 20.36% | 14.27% | 12.63% | 7.60% | 12/7/2007 |
| Moderately Aggressive Growth Portfolio[2] | 15.57% | 18.34% | 12.91% | -- | 12.91% | 5/13/2016 |
| Growth Portfolio | 12.80% | 16.27% | 11.54% | 10.14% | 6.82% | 12/7/2007 |
| Blended Growth Portfolioo[2] | 10.20% | 14.17% | 10.10% | -- | 9.96% | 5/13/2016 |
| Moderate Growth Portfolio | 7.63% | 12.23% | 8.76% | 7.60% | 5.86% | 12/7/2007 |
| Moderately Conservative Growth Portfolio[2] | 5.10% | 10.07% | 7.29% | -- | 6.99% | 5/13/2016 |
| Conservative Growth Portfolio | 2.59% | 7.99% | 5.84% | 4.95% | 4.67% | 12/7/2007 |
| Blended Income Portfolio[2] | 0.16% | 5.98% | 4.44% | -- | 3.97% | 5/13/2016 |
| Income Portfolio | -0.14% | 3.35% | 2.51% | 1.65% | 2.49% | 12/7/2007 |
| Interest Accumulation Portfolio | 1.13% | 1.63% | 1.42% | -- | 1.28% | 5/13/2016 |
| Savings Portfolio | 0.09% | 0.88% | 0.99% | 0.77% | 0.78% | 11/30/2011 |

1 The Target Enrollment Portfolios are added as Investment Options on or about April 22, 2022. Performance is not yet available as of the date of this Disclosure Statement.

2 This Portfolio is no longer available on or about April 22, 2022.

## Additional Investment Information

**Assets Held in Trust.** Your Account assets are held in the Trust. Your Account is held for your exclusive benefit and may not be transferred or used by the Plan Officials for any purpose other than those of the Trust. Please keep in mind that you will not own shares of the Funds. You are purchasing Units in the Portfolios, which are in the Trust, and your contributions are invested in one or more of the Funds. For more information on the Trust Declaration see **Part IX. Legal and Administrative Information about the Plan — Plan Governance** on page 49.

**Investment Guidelines.** The Board has established investment guidelines, including the number of Investment Options and the general character and composition of each Investment Option and Portfolio. Based on these guidelines, the Board, with the assistance of Ascensus, Vanguard and Sallie Mae Bank, has developed detailed asset allocations and selected the Funds for each Portfolio. The investment guidelines may change from time to time without notice.

**Treatment of Dividends and Capital Gains.** The Funds distribute dividends and capital gains because they are required to do so under the current provisions of the Code in order to maintain their tax status as regulated investment companies. Any reinvested dividends and capital gains from the Funds will become assets of the Portfolios. Although the Funds may distribute dividends and/or capital gains, rather than distribute earnings, the Portfolios reflect changes in value from income and gains and losses on the sale of the Funds solely by increasing or decreasing their Unit Value.

**Portfolio Rebalancing.** Portfolios are rebalanced on an as needed basis to ensure that they are allocated as close to the target allocations as possible.

# Part III. Fees and Expenses

The Board establishes Fees and other payments relating to IDeal, which may change from time to time. Any changes to the Fees will be included in any subsequent Disclosure Statements or supplements. The Fees are described below.

## Total Annual Asset-Based Plan Fee

Each Portfolio has a Total Annual Asset-Based Plan Fee of 0.36%, except for the Savings Portfolio, which has a total Annual Asset-Based Plan Fee of 0.34%. The Total Annual Asset-Based Plan Fee is a fixed rate that consists of a "Manager Fee", "State Fee" and "Estimated Fund Expenses", which are deducted from the assets in each Portfolio. Each asset-based fee accrues daily and is factored into the Portfolio's Unit Value. The asset-based fees include both administrative and investment management costs and the annual fees and expenses associated with the Funds held by each Portfolio. As an Account Owner, you indirectly bear a pro-rata share of the Total Annual Asset-Based Plan Fee of the Portfolios that you invest in. This ultimately reduces the return you will receive from an investment in the Plan.

The Board, Program Manager and Investment Manager have agreed to a specific formula for the allocation among the parties of the total Annual Asset-Based Plan Fee. See the **Fee Structure Table** for more details.

## Manager Fee

The Program Manager receives the Manager Fee for administration and management of IDeal. The Program Manager pays the Investment Manager a portion of the Manager Fee for its services to the Portfolios. It is intended that the Manager Fee will provide all income to the Program Manager and the Investment Manager necessary to cover the expenses of administering and managing IDeal.

## State Fee

Each Portfolio is subject to a State Fee payable to the Board to offset expenses related to oversight and administration of the Plan.

## Estimated Fund Expenses

Each Portfolio indirectly bears a pro-rata share of the fees and expenses of the Funds in which it invests. The following table shows the estimated Fund expenses for each Portfolio. A Fund's expense ratio represents the total annual operating expenses ("Underlying Fund Expenses") of the Fund expressed as a percentage of its average daily net assets. Expenses for multiple-fund Portfolios are based on a weighted average of each Fund's annualized expense ratio, in accordance with the Portfolios actual asset allocations among the applicable Funds. The estimated Fund expenses are subject to fluctuation based on changes in the Underlying Fund Expenses. Fluctuation in the Fund expenses impacts the Manager Fee, but does not impact the overall Total Annual Asset-Based Plan Fee because IDeal offers a fixed rate for all Portfolios, except for the Savings Portfolio which has a fixed rate of 0.34%.

## Annual Account Fee

An Annual Account Fee of $20 is charged if neither the Account Owner nor your Beneficiary is an Idaho Resident. The Program Manager receives this Fee, which is generally charged during the month of the first anniversary in which the Account has been opened and annually thereafter. A prorated $5 per quarter Fee may be charged at the time of a full withdrawal of funds from the Account prior to the Account anniversary month.

## Fee Structure Table

The following table describes the total fees charged to each Portfolio in IDeal. The annualized Manager Fee, State Fee and Estimated Fund Expenses added together equal the Total Annual Asset-Based Plan Fee. The Total Annual Asset-Based Plan Fee and the Annual Account Fee, if applicable, are the only Plan fees for investing in IDeal. The Plan also charges service-based fees for certain types of transactions described in **Service-Based and Other Fees**, on page 32. The Board may change the fees at any time without notice. If the fees are changed, this Disclosure Statement will be amended to reflect the change.

## FEE STRUCTURE TABLE
## (as of February 1, 2022)

| | | Annual Asset-based Fee[1] | | | | Additional Expenses |
|---|---|---|---|---|---|---|
| | Portfolios | Estimated Fund Expenses[2] | Manager Fee[3] | State Fee[4] | Total Annual Asset-Based Plan Fee[5] | Annual Account Fee[6] |
| Target Enrollment Portfolios | Target Enrollment 2040/2041 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2038/2039 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2036/2037 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2034/2035 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2032/2033 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2030/2031 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2028/2029 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2026/2027 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2024/2025 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2022/2023 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Target Enrollment 2020/2021 Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| | Commencement Portfolio | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| Fixed Asset Allocation Portfolios | Aggressive Growth Portfolio | 0.04% | 0.27% | 0.05% | **0.36%** | $20 |
| | Growth Portfolio | 0.04% | 0.27% | 0.05% | **0.36%** | $20 |
| | Moderate Growth Portfolio | 0.04% | 0.27% | 0.05% | **0.36%** | $20 |
| | Conservative Growth Portfolio | 0.04% | 0.27% | 0.05% | **0.36%** | $20 |
| | Income Portfolio* | 0.04% | 0.27% | 0.05% | **0.36%** | $20 |
| | Interest Accumulation Portfolio* | 0.03% | 0.28% | 0.05% | **0.36%** | $20 |
| Savings Portfolio | Savings Portfolio | 0.00% | 0.29% | 0.05% | **0.34%** | $20 |

* The Vanguard Short-Term Reserves Account is the Fund underlying the Interest Accumulation Portfolio and a portion of the Income Portfolio. The Vanguard Short-Term Reserves Account provides additional protection (e.g., synthetic wrap contracts, separate account expenses, etc.) on a portion of its assets in exchange for an additional fee. The additional fee on that portion of assets ranges from 0.15% to 0.20%. For more information on the Vanguard Short-Term Reserves Account, see the Interest Accumulation Portfolio description on page 23 of the Disclosure Statement.

1 Expressed as an annual percentage of the average daily net assets of each Portfolio.

2 Derived from each Fund's most recent prospectus as of the date of the Fee Structure Table above. The Estimated Underlying Fund Expenses include investment advisory fees, administrative, and other expenses. Expenses for multiple-fund Portfolios represent a weighted average of the expenses of the Portfolio's underlying Funds.

3 Ascensus and Vanguard have agreed to a specific formula for the allocation of the Manager Fee. The total amount of the Manager Fee and Estimated Fund Expenses for all Portfolios (except for the Savings Portfolio) is equal to 0.31%. The Manager Fee is subject to fluctuate up and down based on any changes to the Estimated Fund Expenses so that the total amount of the Manager Fee and Fund Expenses remains equal 0.31%.

4 The State Fee is used to offset expenses associated with administering IDeal.

5 This total is assessed against assets over the course of the year and includes the annualized Manager Fee and the annualized State Fee but does not include the Annual Account Fee. Please refer to the "Approximate Cost For a $10,000 Investment" tables on page 32 that show the total assumed investment cost over 1-, 3-, 5-, and 10-year periods.

6 The Annual Account Fee is charged to each Account if neither the Account Owner nor the Beneficiary is an Idaho Resident.

## Service-Based and Other Fees

We reserve the right to charge the following service-based and other fees:

| Transaction | Fee Amount* |
|---|---|
| Returned Check | $30 |
| Rejected Recurring Contribution | $30 |
| Rejected EFT | $30 |
| Priority Delivery** | $15 weekday<br>$25 Saturday |
| Electronic Payment to Schools (where available)** | $10 |
| Outgoing Wires** | $5 |
| Reissue of Disbursement Checks | $15 |
| Request for Historical Statement | $10 per yearly statement<br>$30 maximum per household |
| Rollover from the Plan | $20 |

* Subject to change without prior notice. All fees listed may be considered Non-Qualified Distributions. You should consult your tax advisor regarding calculating and reporting any tax liability as applicable.

**The Plan will report the fees (and other optional convenience fees as applicable) as distributions on Form 1099-Q.

We reserve the right to not reimburse fees charged by financial institutions for contributions made either via recurring contribution or EFT that are cancelled due to insufficient funds in the bank account from which the money is withdrawn.

## Float Income

The Program Manager may receive indirect compensation for the custodial services that it provides to your Account. This compensation, known as "float" income, is paid by the financial organization at which the Program Manager maintains "clearing accounts" or by the investments in which the Program Manager invests in such clearing accounts. Float income may arise from interest that is earned on account contributions or withdrawals during the time that these assets are held by the Program Manager in clearing accounts but are not invested in a Portfolio. For example, if you request a withdrawal and receive the withdrawal 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 Program Manager. By maintaining an Account, you acknowledge that float income may be retained by the Program Manager.

## Approximate Cost for a $10,000 Investment

The following tables compare the approximate cost of investing in the Plan over different periods of time. Your actual cost may be higher or lower. The table is based on the following assumptions:

- A $10,000 contribution is invested for the time periods shown.
- A 5% annually compounded rate of return on the amount invested throughout the period.
- The Account is redeemed at the end of the period shown to pay for Qualified Expenses.
- The table does not consider the impact of any potential state or federal taxes on contributions or withdrawals and does not consider any potential tax deduction that is offered.
- The Total Annual Asset-Based Plan Fee remains the same as that shown in the Fee Structure Table above. The actual Total Annual Asset-Based Plan Fee may be higher or lower.

| Approximate Cost For a $10,000 Investment INCLUDING the $20 Annual Account Fee | | | | |
|---|---|---|---|---|
| | **1 Year** | **3 Years** | **5 Years** | **10 Years** |
| Target Enrollment Portfolios | $57 | $175 | $301 | $652 |
| Fixed Asset Allocation Portfolios | $57 | $175 | $301 | $652 |
| Savings Portfolio | $55 | $169 | $290 | $627 |

| Approximate Cost For a $10,000 Investment EXCLUDING the $20 Annual Account Fee | | | | |
|---|---|---|---|---|
| | **1 Year** | **3 Years** | **5 Years** | **10 Years** |
| Target Enrollment Portfolios | $37 | $116 | $202 | $456 |
| Fixed Asset Allocation Portfolios | $37 | $116 | $202 | $456 |
| Savings Portfolio | $35 | $109 | $191 | $431 |

# Part IV. Risks of Investing In The Plan

You should carefully consider the information in this section, as well as the other information in the Disclosure Statement before making any decisions about opening an Account or making any contributions. The contents of the Disclosure Statement should not be construed as legal, financial, or tax advice. You should consult an attorney or a qualified financial or tax advisor with any legal, business, or tax questions you may have.

The Plan is an investment vehicle. Accounts in the Plan are subject to certain risks. In addition, certain Portfolios carry more and/or different risks than others. You should weigh such risks with the understanding that these risks could arise at any time during the life of your Account.

## Principal and Returns Not Guaranteed

Neither your contributions to an Account nor any investment return earned on your contributions are guaranteed by the Plan Officials. Except to the extent of FDIC insurance available on the Savings Portfolio, you could lose money (including your contributions) or not make any money by investing in IDeal.

An investment in IDeal is not a bank deposit. Generally, investments in IDeal are not insured or guaranteed by the FDIC or any other government agency or by Plan Officials. As described in this document, FDIC insurance is provided on a pass-through basis for the Savings Portfolio. Relative to investing for retirement, the holding period for college investors is very short (i.e. 5-20 years versus 30-60 years). Also, the need for liquidity during the withdrawal phase (to pay for Qualified Higher Education Expenses) generally is very important. You should strongly consider the level of risk you wish to assume and your investment time horizon prior to selecting an Investment Option.

## Market Uncertainties

Due to market uncertainties, the overall market value of your Account may exhibit volatility and could be subject to wide fluctuations in the event of Force Majeure. Additionally, a Force Majeure event may cause the value of your Account to decrease (realized or unrealized losses) regardless of our performance or any systematic investing on your part.

## Limited Investment Direction; Liquidity

Investments in a Qualified Tuition Program are considered less liquid than other types of investments (e.g., investments in mutual fund shares) because the circumstances in which you may withdraw money from a Qualified Tuition Program account without a penalty or adverse tax consequences are significantly more limited. Once your Investment Option is selected for a particular contribution, Section 529 of the Code provides that you can move money or transfer from one Investment Option to another only up to two times per calendar year for the same Beneficiary. Any additional transfers within that calendar year will be treated as Non-Qualified Withdrawals and they will be subject to federal and any applicable state income taxes and the Federal Penalty Tax.

## Equity Wash Rule

An Account Owner cannot transfer an Account, or any portion of an Account, directly from the Interest Accumulation Portfolio to an Investment Option that is considered a competing Investment Option. Competing Investment Options include money market funds or other investments that invest primarily or exclusively in money market instruments or certain fixed income investments. The competing Investment Option is the Savings Portfolio.

Before an Account Owner may direct the transfer of an Account, or any portion of an Account, from the Interest Accumulation Portfolio to the Savings Portfolio, (or any other competing Investment option that may later be added to the Plan), the Account Owner must first direct the transfer to an Investment Option, other than a competing Investment Option, and wait at least 90 days. After 90 days, the Account Owner may then instruct the Program Manager to transfer the applicable amount to the Savings Portfolio or the competing Investment Option at the time.

Account Owners should note that moving allocations from the Interest Accumulation Portfolio to a noncompeting Investment Option for at least 90 days, and then to the desired competing Investment Option, will each count toward the limited number of times an Account Owner is permitted to direct changes in Investment Options for an Account within a calendar year.

## Discretion of the Board; Potential Changes to the Plan

The Board has the sole discretion to make changes to IDeal from time to time, with or without prior notice. For example, the Board may change the Plan's Fees and expenses; add, subtract, or merge Portfolios or Investment Options; close a Portfolio or Investment Option to new investors; or change the Program Manager, the Investment Manager, or the underlying investment(s) of a Portfolio. Depending on the nature of the change, you may be required to participate, or be prohibited from participating, in the change with respect to Accounts established before the change. A termination of the Plan may result in a Non-Qualified Withdrawal for which tax and penalties, including the Federal Penalty Tax, may be assessed.

If you established your Account prior to the time a change to the Plan is made available, you may be required to participate in such changes or may be prohibited (according to Section 529 regulations or other guidance issued by the IRS) from participating in the Plan changes, unless you open a new Account. In addition, the Board may terminate the Plan by giving written notice to you. If this happens, the funds in your Account will be distributed to you. Any amounts distributed are subject to any charges due; any charge, payment or penalty required by law to be withheld; and allowances for any terminating or winding up expenses.

During the transition from one Fund to another Fund, a Portfolio may be temporarily uninvested and lack market exposure to an asset class. During

a transition period, a Portfolio may temporarily hold a basket of securities if the original Fund chooses to satisfy the Portfolio's redemption on an in-kind basis. In this case, the Program Manager will seek to liquidate the securities received from the Fund as soon as practicable so that the proceeds can be invested in the replacement Fund. The transaction costs associated with any liquidation, as well as any market impact on the value of the securities being liquidated, will be borne by the Portfolio and Accounts invested in that Portfolio. The original Fund may also impose redemption fees. In this event, the Portfolio and Accounts invested in that Portfolio will bear those redemption fees.

## Suitability

The Plan Officials make no representation regarding the suitability or appropriateness of the Investment Options as an investment. There is no assurance that any Investment Option will be able to achieve its goals. Other types of investments may be more appropriate depending upon your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and investment time horizons of you or the Beneficiary. You should consult a tax or investment advisor to seek advice concerning the appropriateness of this investment. There are programs and investment options other than the Plan available as education investment alternatives. They may entail tax and other fee or expense consequences and features different from the Plan including, for example, different investments and different levels of account owner control. You may wish to consider these alternatives prior to opening an Account.

## Meeting College Expenses Not Guaranteed

Even if your Account(s) for a Beneficiary meet the maximum allowed under IDeal, there is no assurance that the money in your Account will be sufficient to cover all the education expenses your Beneficiary may incur, or that the rate of return on your investment will match or exceed the rate at which education expenses may rise each year. The rate of future inflation in Qualified Expenses is uncertain and could exceed the rate of investment return earned by any or all of the Plan's Investment Options over the corresponding periods.

## IRS Regulations Not Final

As of the date of this Disclosure Statement, the IRS has not issued final tax regulations regarding Qualified Tuition Programs. In addition, IDeal has not sought nor has it received a private letter ruling from the IRS regarding the status of IDeal under Section 529 of the Code. If the IRS begins issuing private letter rulings regarding Qualified Tuition Programs, the Board may, in its sole discretion, determine to seek such a ruling in the future.

## Cybersecurity Risk

The Plan is highly dependent upon the computer systems of its service providers and their subcontractors. This makes the Plan susceptible to operational and information security risks resulting from cyber threats and cyber-attacks which may adversely affect your Account and cause it to lose value. For instance, cyber threats and cyber-attacks may interfere with your ability to access your Account, make contributions or exchanges, request and receive distributions; they may also impact the ability to calculate net asset values and/or impede trading.

Cybersecurity risks include security or privacy incidents, such as human error, unauthorized release, theft, misuse, corruption, and destruction of Account data maintained online or digitally by the Plan. Cybersecurity risks also include denial of service, viruses, malware, hacking, bugs, security vulnerabilities in software, attacks on technology operations, and other disruptions that could impede the Plan's ability to maintain routine operations. Although the Plan and its service providers undertake efforts to protect its computer systems from cyber threats and cyber-attacks, including internal processes and technological defenses that are preventative in nature, and other controls designed to provide a multi-layered security posture, there are no guarantees that the Plan, Plan Officials, or your Account will avoid losses due to cyber-attacks or cyber threats.

## Effect of Future Law Changes

It is possible that future changes in federal or state laws or court or interpretive rulings could adversely affect the terms and conditions of IDeal or the value of your Account, or the availability of state tax deductions, even retroactively. Specifically, IDeal is subject to the provisions of and any changes to or revocation of the Enabling Legislation. In addition, it is the Board's intention to take advantage of Section 529 of the Code and therefore, IDeal is vulnerable to tax law changes or court or interpretive rulings that might alter the tax considerations described in **Part VIII. Federal and State Tax Treatment** beginning on page 46.

## Death of Account Owner

If a Successor Account Owner has not been named on an Account and the Account Owner dies, control and ownership of the Account will become subject to the estate laws of the state in which the Account Owner resided.

## Eligibility for Financial Aid

In making decisions about eligibility for financial aid programs offered by the U.S. government and the amount of such aid required, the U.S. Department of Education takes into consideration a variety of factors, including but not limited to, the assets owned by the student (i.e., the Beneficiary) and the assets owned by the student's parents. The U.S. Department of Education generally expects the student to spend a substantially larger portion of his or her own assets on educational expenses than the parents.

For federal financial aid purposes, Account assets will be considered (i) assets of a student's parent, if the student is a dependent student and the owner of the Account is the parent or the student, or (ii) assets of the student, if the student is the owner of the Account and not a dependent student.

For purposes of financial aid programs offered by states, educational institutions and non-federal sources, the treatment of Account assets may follow or differ from the treatment described above for federal financial aid purposes. Account Owners and Beneficiaries are advised to consult a financial aid professional and/or the state or educational institution offering a particular financial aid program, to determine how assets held in an Account may affect eligibility for financial aid.

The federal and non-federal financial aid program treatment of assets in a 529 Plan are subject to change at any time. You should therefore check and periodically monitor the applicable laws and other official guidance, as well as particular program and institutional rules and requirements to determine the impact of assets on your Account on eligibility under particular financial aid programs.

## No Indemnification

The Plan, Ascensus, Vanguard and Sallie Mae Bank will not indemnify or reimburse any Account Owner or Beneficiary against losses or other claims arising from the official or unofficial acts, negligent or otherwise, of the Board or State employees.

## Education Savings and Investment Alternatives

In addition to the Plan, there are other 529 Plans, including programs designed to provide prepaid tuition and certain other educational expenses, as well as other education savings and investment alternatives. These alternative programs may offer different investment vehicles, and may result in different tax and other consequences. They may have different eligibility requirements and other features, as well as fees and expenses that may be more or less than those charged by the Plan. You may want to consider all investment choices before establishing an Account.

## Medicaid and Other Federal and State Benefits

The effect of an Account on eligibility for Medicaid or other state and federal benefits is uncertain. It is possible that an Account in the Plan may be viewed as a "countable resource" in determining an individual's financial eligibility for Medicaid. Withdrawals from an Account during certain periods also may have the effect of delaying the disbursement of Medicaid payments. You should consult a qualified advisor to determine how a 529 Plan account may affect eligibility for Medicaid or other federal or state benefits.

## No Guarantee of Admittance

Participation in the Plan does not guarantee or otherwise provide a commitment that the Beneficiary will be admitted to, be allowed to continue to attend, or receive a degree from any educational institution. Participation in the Plan also does not guarantee that a Beneficiary will be treated as a resident of any state for tuition or any other purpose.

## Portfolio Investment Risk

Accounts are subject to a variety of investment risks that will vary depending upon the particular Portfolio and the Funds of that Portfolio. See **Part II. Plan Investment Options** on page 18 for a summary of the investment objective and principal risks of each Fund. Please remember that the information is only a summary of the main risks of each Fund; please consult each Fund's prospectus and statement of additional information for additional risks that apply to each Fund. You can request a copy of the current prospectus, statement of additional information, or the most recent semiannual or annual report of any Fund, by visiting Vanguard's website at **www.vanguard.com** or by calling **1-866-734-4524**. Vanguard has provided the Fund information in this Disclosure Statement.

## Securities Laws

The Plan is not a mutual fund. Although money contributed to the Plan will be invested in certain Portfolios that hold Vanguard® mutual funds, neither the Plan, nor any of the Portfolios are mutual funds. You will not own shares of the mutual funds; you will own Units of the Portfolios within the Plan.

Units held by the Accounts in IDeal may be considered municipal fund securities. The Units will not be registered as securities with the SEC or any state securities regulator. In addition, the Portfolios will not be registered as investment companies under the Investment Company Act of 1940. Neither the SEC nor any state securities commission has approved or disapproved the Units or passed upon the adequacy of this Disclosure Statement. Outside of Idaho, we will market IDeal only in those states in which we have received assurances from either the state or counsel that offers and sales would be legal without meeting further regulatory requirements. We may choose to reject applications from residents of certain other states.

## Investment Options Are Designed for Qualified Higher Education Expenses

The Investment Options were primarily designed for you to save for Qualified Higher Education Expenses although Qualified Expenses may include K-12 Tuition Expenses, Apprenticeship Program Expenses and Education Loan Repayments. Specifically, the Target Enrollment Portfolios are designed for Account Owners seeking to invest in a Portfolio that automatically adjusts over time to become more conservative as the Beneficiary's year of enrollment in school draws nearer. The Target Enrollment Portfolios' time horizon and withdrawal periods may not match those needed to meet your savings goals for other types of Qualified Expenses, which may be significantly shorter. In addition, if you are saving for other types of Qualified Expenses and wish to invest in the Fixed Asset Allocations Portfolios or the Savings Portfolio, please note that these Portfolios are comprised of fixed investments. This means that your assets will remain invested in that Portfolio until you direct us to move them to a different Portfolio. Please consult a qualified tax or investment advisor about your personal circumstances.

## Target Indexes of Certain Funds May Change

Many of the Funds are Index Funds. Each Index Fund reserves the right to substitute a different index for the index 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 each Fund's board of trustees. In any such instance, a substitute index would measure the same market segment as the current index.

## Investment Derivatives

Each Fund (except for Vanguard Total International Bond Index Fund, which is subject to Derivatives Risk as described under "**Risk Factor Glossary**") may invest, to a limited extent, in derivatives. Generally speaking, a derivative is a financial contract whose value is based on the value of a financial asset (such as a stock, bond, or currency), a physical asset (such as gold, oil, or wheat), or a market index (such as the S&P 500 Index). Investments in derivatives may subject a Fund to risks different from, and possibly greater than, those of the underlying securities, assets, or market indexes. Each Fund will not use derivatives for speculation or for the purpose of leveraging (magnifying) investment returns.

# Part V. Contributions

## General

Contributions to an Account must be at least $25, unless you contribute through payroll direct deposit. The minimum requirement for contributions through payroll direct deposit is $15 per pay period.

You can allocate each contribution up to a maximum of five (5) Investment Options; however, the minimum allocation per selected Investment Option is 5% of the contribution amount. Your subsequent contributions can be made to different Investment Options and Investment Option allocation(s) than the selection(s) on the Enrollment Form.

You can make contributions by the following methods: (i) check; (ii) recurring contribution (minimum of $25 per month or $75 per quarter); (iii) payroll direct deposit; (iv) EFT; (v) Ugift®; (vi) rolling over assets from another 529 Plan; (vii) moving assets from an UGMA/UTMA account, Coverdell ESA, or Upromise Service account; (viii) redeeming U.S. Savings Bonds; and (ix) recontributing a refund from an Eligible Educational Institution. Your initial Account opening contribution cannot be made through Ugift® or from a Upromise Service account.

IDeal will not accept contributions made by cash, money order, travelers checks, checks drawn on banks located outside the U.S., checks not in U.S. dollars, checks dated over 180 days, checks post-dated more than seven (7) days in advance, checks with unclear instructions, starter or counter checks, credit card or bank courtesy checks, third-party personal checks over $10,000, instant loan checks, or any other checks we deem unacceptable. No stocks, securities or other non-cash assets will be accepted as contributions.

## Contribution Date

We will credit any money contributed to your Account on the same business day if the contribution is received in good order and prior to the close of the NYSE, normally 2:00 p.m. Mountain Time. The contribution will be credited on the next succeeding trading day if it is received after the close of the NYSE.

We will generally treat contributions sent by U.S. mail as having been made in a given year if checks are postmarked on or before December 31 of the applicable year, provided the checks are subsequently paid. With respect to EFT contributions, for tax purposes we will generally treat contributions received by us in a given year as having been made in that year if you initiate them on or before December 31 of such year, provided the funds are subsequently withdrawn from your checking or savings account at another financial institution. Contributions made pursuant to a recurring contribution will generally be considered received by us in the year the recurring contribution has been deducted from your checking or savings account at another financial institution. Please note that recurring contributions with a debit date of January 1st, 2nd, 3rd or 4th will be credited in the same year as the debit date.

(See **Funding an Account — Recurring Contributions** on page 37).

Regardless of the calendar year for which a contribution is deductible, the Trade Date of the contribution (and thus the price of the Units purchased with the contribution) will be determined based on the day we receive the contribution, and with respect to recurring contributions and EFT contributions, on the business day before the bank debit occurs with the exception noted above for recurring contributions with a debit date of January 1st, 2nd, 3rd or 4th.

## Allocation of Future Contributions

At the time of enrollment, you must select how you want your contributions allocated, which will serve as the Standing Allocations on your Account. We will invest all subsequent contributions according to the Standing Allocations, unless you provide us with different instructions, and investments in different Investment Options are permissible. You may reallocate assets to different Investment Options up to two times per calendar year, and with a permissible change in the Beneficiary. You may view or change your Standing Allocations at any time by logging onto our website at **www.idsaves.org**, by submitting the appropriate form by mail, or by calling **1-866-433-2533**.

## Control Over the Account

Although any individual or entity may make contributions to your Account, you retain control of all contributions made as well as all earnings credited to your Account up to the date they are directed for withdrawal from the Account. A Beneficiary who is not the Account Owner has no control over any of the Account assets. Individuals or entities other than you that contribute funds to your Account will have no subsequent control over the contributions. You control all contributions made to your Account as well as all earnings credited to the Account. Except as required by law, only you may direct transfers, Rollovers, investment changes, withdrawals and changes in the Beneficiary. You may grant another person the ability to take certain actions with respect to your Account by completing the appropriate form(s).

## Funding an Account

There are a variety of ways to fund your Account:

### Contributions by Check

You may make your initial contribution by check in the minimum amount of $25. The check must accompany your Enrollment Form. Any subsequent contributions by check must be at least $25. Checks must be made payable to: IDeal — Idaho College Savings Program.

## Bank Account

You may contribute to your Account from a checking or savings account at your bank if your bank is a member of the Automated Clearing House (ACH), subject to certain processing restrictions. Contributions from your bank account may be made as recurring contributions or a one-time EFT. For details, see the **Recurring Contributions** and **EFT** sections below. You must provide certain information about your bank account in order to establish recurring contributions and EFT contributions. Contributions from a money market mutual fund or cash management account are not permitted. If a contribution fails to go through because the bank account on which it is drawn lacks sufficient funds or banking instructions are incorrect or incomplete, we reserve the right to suspend processing of future contributions by ACH.

**Recurring Contributions (also known as Automatic Investment Plan or AIP)** You may contribute to your Account through periodic automatic debits your bank account in an amount equal to at least $25 per month, or $75 per quarter. To establish a recurring contribution during enrollment, complete the appropriate section of the Enrollment Form. You may establish or make changes to a recurring contribution for an existing Account at any time either online at **www.idsaves.org** or by submitting the appropriate form.

Recurring contribution debits from your bank account will occur on the day you indicate, provided the day is a regular business day. If the day you indicate falls on a weekend or a holiday, the recurring contribution debit will occur on the next business day. You will receive a Trade Date of one (1) business day prior to the day the bank debit occurs. If you indicate a debit date that is within the first four (4) days of the month, there is a chance that your investment will be credited on the last business day of the previous month. Quarterly recurring contribution investments will be made on the day indicated every three (3) months, not on a calendar quarter basis. If no date is designated, your bank account will be debited on the 20th of the month. (If the 20th is not a business day, the debit will be made on the next business day). Please note that recurring contributions with a debit date of January 1st, 2nd, 3rd, or 4th will be credited in the same year as the debit date.

Your recurring contribution authorization will remain in effect until we have received notification of its termination from you and we have had a reasonable amount of time to act on it. To be effective, a change to, or termination of, a recurring contribution must be received by us at least five (5) business days before the next recurring contribution debit is scheduled to be deducted from your bank account.

**Electronic Funds Transfer ("EFT")** You may contribute to your Account through EFT as one-time debits from your bank account. You may make an EFT contribution online at **www.idsaves.org** or by calling **1-866-433-2533**. The Plan may place a limit on the total dollar amount per day you may contribute to an Account by EFT. Contributions in excess of such a limit will not be processed. If you plan to contribute a large dollar amount to your Account by EFT, you may want to contact the Plan to inquire about the current limit prior to making your contribution.

EFT purchase requests that are received in good order by the Plan before 8:00 p.m., Mountain Time, will be given a Trade Date of the next business day after the date of receipt and will receive that day's closing price for Units of the applicable Portfolio. In such cases, the EFT debit from your bank account will occur on the second business day after the request is received. EFT purchase requests that are received in good order by the Plan after 8:00 p.m., Mountain Time, will be given a Trade Date of the second business day after the date the request is received, and will be effected at that day's closing price for Units of the applicable Portfolio. In such cases, the EFT debit will occur on the third business day after the request is received.

## Direct Deposits from Payroll

You may be eligible to make automatic, periodic contributions to your Account by payroll direct deposit (if your employer offers such a service). The minimum payroll direct deposit contribution is $15 per paycheck. Contributions by payroll will only be permitted from employers able to meet our operational and administrative requirements. You may sign up for payroll direct deposit by providing your payroll direct deposit instructions to the Plan either online by logging into your Account at **www.idsaves.org** or by completing the appropriate form and mailing it to the Plan. After you submit your payroll direct deposit instructions to the Plan, you will receive a Payroll Deduction Confirmation Form, which you must sign and submit to your employer's payroll department.

## Rollover Contributions

You can make your initial investment by rolling over assets from another 529 Plan to IDeal for the benefit of the same Beneficiary. You can also Rollover assets from your Account or another 529 Plan to a Beneficiary who is a Member of the Family of your current Beneficiary. (See **Options for Unused Contributions; Changing a Beneficiary; Transferring Assets to Another of Your Accounts** on page "Options for Unused Contributions; Changing a Beneficiary; Transferring Assets to Another of Your Accounts" on page 44). A Rollover for the same Beneficiary is restricted to once per 12-month period.

Incoming Rollovers can be direct or indirect. A direct Rollover is the transfer of money from one 529 Plan directly to another. An indirect Rollover is the transfer to you of money from an account in another state's 529 Plan and you then contribute the money to your Account. To avoid federal income tax consequences and the Federal Penalty Tax, you must contribute an indirect Rollover to your IDeal Account within 60 days of the withdrawal. You should be aware that not all states permit direct Rollovers from 529 Plans.

In addition, there may be state income tax consequences (and in some cases state-imposed penalties) resulting from a Rollover out of a state's 529 Plan.

## Moving Assets from an UGMA/UTMA Account

If you are the Custodian of an UGMA/UTMA account, you may be able to open an Account in your custodial capacity, depending on the laws of the state where you opened the UGMA/UTMA account. These types of accounts involve additional restrictions that do not apply to regular Section 529 accounts. The Plan Officials are not liable for any consequences related to your improper use, transfer, or characterization of custodial funds.

In general, your UGMA/UTMA custodial account is subject to the following additional requirements and restrictions:

- you must indicate that the Account is an UGMA/UTMA Account by checking the appropriate box on the Enrollment Form and indicate the state in which the UGMA/UTMA Account was established;
- you must establish an Account in your custodial capacity separate from any Accounts you may hold in your individual capacity;
- you will be permitted to make withdrawals only in accordance with the rules applicable to withdrawals under applicable UGMA/UTMA law;
- you will not be able to change the Beneficiary of the Account (directly or by means of a Rollover), except as may be permitted by applicable UGMA/UTMA law;
- you will not be permitted to change the Account Owner to anyone other than a successor Custodian during the term of the custodial account under applicable UGMA/UTMA law;
- you must notify us when the custodianship terminates and your Beneficiary is legally entitled to take control of the Account. At that time, the Beneficiary will become the Account Owner and will become subject to the provisions of the Plan applicable to non-UGMA/UTMA Account Owners. If you fail to direct the Plan to transfer ownership of the UGMA/UTMA custodian Account when the Beneficiary is legally entitled to take control of the Account assets, the Plan may freeze the Account and/or refuse to allow you to transact on the Account. Some UGMA/UTMA laws allow for more than one Age of Termination. The Plan may freeze the Account based on the youngest allowable Age of Termination of the custodianship according to the UGMA/UTMA laws where the custodianship account was established, based on the Plan's records. You may be required to provide documentation to the Plan if the Age of Termination of the custodianship account is other than the youngest allowable age under the applicable UMGA/UTMA law or if the applicable UGMA/UTMA law differs from Plan records;
- any tax consequences of a withdrawal from an Account will be imposed on the Beneficiary and not on the Custodian; and
- we may require you to provide documentation evidencing compliance with the applicable UGMA/UTMA law.

In addition, certain tax consequences described under **Part VIII. Federal and State Tax Treatment** starting on page 46 may not be applicable in the case of Accounts opened by a Custodian under UGMA/UTMA. Moreover, because only contributions made in "cash form" may be used to open an Account in IDeal, the liquidation of non-cash assets held by an UGMA/UTMA account would be required and would generally be a taxable event. Please contact a tax advisor to determine how to transfer assets held in an existing UGMA/UTMA account and what the implications of such a transfer may be for your specific situation.

## Moving Assets from a Coverdell ESA

You may fund your Account by moving assets from a Coverdell ESA. Please indicate on the Enrollment Form or with any additional investments that the assets were liquidated from a Coverdell ESA. Unlike UGMA/UTMA accounts, the Beneficiary may be changed to a Member of the Family of the beneficiary of a Coverdell ESA. Making withdrawals from a Coverdell ESA to fund an Account for the same Beneficiary is not a taxable transaction. Consult your tax advisor for more information.

## Redeeming U.S. Savings Bonds

You may fund your Account with proceeds from the redemption of certain U.S. Savings Bonds. In certain cases, you may redeem U.S. Savings Bonds under the education tax exclusion. Please visit www.savingsbonds.gov to determine if you are eligible for this exclusion.

## Additional Form Requirements for Rollovers, Coverdell ESAs, and Series EE or Series I Bonds

To roll over assets from another 529 Plan into an IDeal Account for the same Beneficiary, you must complete an Incoming Rollover Form and an Enrollment Form for your Beneficiary, either by paper or online. However, if you have an existing Account in IDeal for the same Beneficiary and you wish to roll over your assets from another 529 Plan, you may complete the process online by logging into your account, or you can complete and mail the Incoming Rollover Form. In the case of a Rollover, either you or the previous 529 Plan must provide us with a statement issued by the distributing program that shows the earnings portion of the withdrawal otherwise all of your new contribution may be counted as earnings.

For other transfers to your Account such as contributions from a Coverdell ESA or the redemption of Series EE or Series I U.S. Savings Bonds, you must complete an Incoming Rollover Form and provide us with any other information we may require, including the information specified below:

- In the case of a contribution from a Coverdell ESA, an account statement issued by the financial institution that acted as custodian of the account that shows basis and earnings.
- In the case of a contribution from the redemption of Series EE or Series I U.S. Savings Bonds, an account statement or Form 1099-INT issued by the financial institution that redeemed the bond showing interest from the redemption of the bond. Please note: Series EE U.S. Savings Bonds must be issued after 1989; the owner of the Bond must be at least 24 years of age before the Bond's issue date, and also meet certain income restrictions. Please consult your tax professional for more information.

Please visit the IDeal website at **www.idsaves.org** or contact a customer service representative at **1-866-433-2533** for any of the forms you may need. Until we receive the documentation described above, as applicable, we will treat the entire amount of the contribution as earnings in the Account receiving the transfer.

## Ugift®

You may invite family and friends to contribute to your Account through Ugift to provide a gift to the Beneficiary. You provide a unique contribution code to selected family and friends and gift givers can either contribute online through an EFT or by mailing in a gift contribution coupon with a check made payable to Ugift: Idaho College Savings. The minimum Ugift contribution is $25.

Gift contributions received in good order will be held for approximately five (5) business days before being transferred into your Account. Gift contributions through Ugift are subject to the Maximum Account Balance. Gift contributions will be invested according to the Standing Allocations on file for the Account at the time the gift contribution is transferred. There may be potential tax consequences of gift

contributions invested in your Account. You and the gift giver should consult a tax advisor for more information. Ugift is an optional service, is separate from IDeal, and is not affiliated with the State, the Board, the Trust, or the Program Manager. For more information about Ugift, visit **www.idsaves.org** or call the Plan at **1-866-433-2533**.

### Upromise Service

The Upromise Service is an Internet-based college savings network offered and administered by Upromise, Inc. If you are enrolled in the Upromise Service, you can link your Upromise Service account so that savings are automatically transferred to your IDeal Account on a periodic basis. Transfers from a Upromise account may be subject to a minimum amount. You cannot use the transfer of funds from a Upromise Service account as the initial funding source for your Account. This Disclosure Statement is not intended to provide detailed information concerning the Upromise Service. The Upromise Service is administered in accordance with the terms and procedures set forth in the Upromise Member Agreement (as amended from time to time), which is available on the Upromise website at upromise.com. The Upromise Service is an optional program, is separate from IDeal and is not affiliated with the State, the Board, the Trust or the Program Manager.

### Recontribution of Refunds from Eligible Educational Institutions

In the event the Beneficiary receives from an Eligible Educational Institution a refund of funds originally withdrawn from an Account to pay for Qualified Higher Education Expenses, such funds may be recontributed to an account in a Qualified Tuition Program for the same Beneficiary up to the amount of the refund provided that the recontribution is made within 60 days of the date of the refund. Such funds also will not be subject to federal income tax or the Federal Penalty Tax. For tax purposes, please maintain proper documentation evidencing the refund from the Eligible Educational Institution.

Per a notice issued in 2018, the U.S. Treasury Department and the IRS intend to issue proposed regulations providing that recontributed amounts, as described above, will be treated as principal and will not count towards the Maximum Account Balance. The notice states that until the proposed regulations are issued, taxpayers and 529 Plans may rely on the rules as described in the notice. However, there is no assurance that the proposed regulations will become the final regulations or that the U.S. Treasury Department or IRS will not issue other guidance interpreting Section 529. No guidance has been issued on the treatment of refunds of funds originally withdrawn from a 529 Plan to pay for K-12 Tuition Expenses.

## Maximum Account Balance

Section 529 requires that investments in the Plan be limited to a Maximum Account Balance, which is an amount that can reasonably be expected to be used to meet Qualified Higher Education Expenses for an individual. The Maximum Account Balance for IDeal is $500,000. You may contribute to an Account for a Beneficiary provided the aggregate balance of all Accounts for the same Beneficiary does not exceed the Maximum Account Balance. Accounts that have reached the Maximum Account Balance (either alone or combined with other Accounts) may continue to accrue earnings, although future contributions may not be made to such accounts. If, however, the market value of such Account falls below the Maximum Account Balance due to market fluctuations and not as a result of Qualified Withdrawals from such Account(s), additional contributions will be accepted.

The determination of whether the Maximum Account Balance has been reached is based on the aggregate market value of the Account(s) for a Beneficiary plus Qualified Withdrawals, and not solely on the aggregate contributions made to the Account(s).

The Program Manager may, in its discretion, refuse to accept a proposed contribution, upon determination that acceptance of such proposed contribution would not comply with federal or Idaho state requirements. None of the Plan Officials will be responsible for any loss, damage, or expense incurred in connection with a rejected or returned contribution. The Maximum Account Balance does not apply to Accounts maintained for a scholarship program by a state or local government (or agency or instrumentality) or organization described in Section 501(c)(3) of the Code. The Board expects to evaluate the Maximum Account Balance annually, but reserves the right to make adjustments more or less frequently.

## Excess Contributions

The excess portion of any contributions received that would cause the Account balance to exceed the Maximum Account Balance (as determined by the close of business on the day prior to our receipt of your contribution) will be returned to you, without adjustment for gains or losses. If a contribution is applied to an Account and we later determine the contribution to have caused the aggregate market value of the Account(s) for a Beneficiary to exceed the Maximum Account Balance, we will refund the excess contributions and any earnings thereon to the contributor. Any refund of an excess contribution may be treated as a Non-Qualified Withdrawal by the IRS.

## Temporary Withdrawal Restriction

If you make a contribution by check, EFT, or recurring contribution assuming all are in good order), we will defer the approval of a withdrawal of that contribution from your Account for eight (8) business days or longer after deposit. For assistance, please contact a customer service representative at **1-866-433-2533**.

## Nonpayment

If you pay with a check or EFT that does not clear, or if your payment is not received in a timely manner, your purchase may be canceled. You will be responsible for any losses or expenses incurred by the Portfolios or IDeal due to your nonpayment. However, your obligation to cover the loss may be waived in the discretion of the Plan if you make payment in good order within 10 days. The Plan has the right to reject or cancel any purchase due to nonpayment.

## Pricing of Portfolio Units

When you contribute to the Plan, your money will be invested in Units of the Plan's Portfolios. The Unit Value of each Portfolio is calculated each business day after the close of trading on the NYSE. The Unit Value is determined by dividing the dollar value of the Portfolio's net assets (i.e., total Portfolio assets minus total Portfolio liabilities) by the number of Portfolio Units outstanding. On holidays or other days when the NYSE is closed, the Portfolio's Unit Value is not calculated, and the Plan does not transact purchase, exchange, transfer, or redemption requests.

When you purchase, redeem, or exchange Units of a Portfolio, you will do so at the Unit Value of the Portfolio's Units on the Trade Date. Your Trade Date will be determined as follows:

- If the Plan receives your transaction request (whether to contribute money, withdraw money, or exchange money between Investment Options) in good order on a business day prior to the close of trading on the NYSE, your transaction will receive that day's Trade Date.
- If the Plan receives your transaction request in good order on a business day after the close of trading on the NYSE or at any time on a non-business day, your transaction will receive the next business day's Trade Date.

Notwithstanding the preceding two bullet points, the Trade Date for contributions made by EFT and recurring contributions are determined differently. See **Recurring Contributions (also known as an Automatic Investment Plan or AIP)** and **Electronic Funds Transfer ("EFT")** above in this section for more information.

In the event of Force Majeure, the Plan may experience processing delays, which may affect your Trade Date. In those instances, your actual Trade Date may be after the Trade Date you would have received had there not been a processing delay. If this occurs, the value of your Account may be negatively impacted.

# Part VI. Withdrawals

## General

You can take a withdrawal from your Account at any time by notifying us. You may request a withdrawal of all or part of the balance in your Account if the amount you request has been on deposit in your Account for eight (8) business days or longer. Withdrawals from your Account are either qualified or non-qualified as determined by the IRS. As the Account Owner, you are responsible for satisfying the IRS requirements for proof of Qualified Withdrawals, which includes retaining any paperwork and receipts necessary to verify the type of withdrawal you received. We will not provide information to the IRS regarding the type of withdrawal you receive.

For purposes of determining whether a withdrawal is taxable or subject to the Federal Penalty Tax, you must determine whether the withdrawal is made in connection with the payment of Qualified Expenses, as defined under the Code and discussed under **Qualified Withdrawals** below, or fits within one of the exceptions to treatment as a Non-Qualified Withdrawal as discussed under **Other Withdrawals**.

## Procedures for Withdrawals

You may request a withdrawal online at **www.idsaves.org**, by calling customer service at **1-866-433-2533** or by mailing the appropriate form to the Plan. If the distribution request is in good order, the Plan typically will process the distribution and initiate payment of a distribution within three (3) business days after the Trade Date. During periods of market volatility and at year-end, withdrawal requests may take up to five (5) business days to process. Please allow ten (10) business days for the proceeds to reach you. We may also establish a minimum withdrawal amount and/or charge a fee for withdrawals made by federal wire. Please note that there will be a hold on withdrawal requests for nine (9) business days when there is a change to the Account Owner's address. There will also be a hold on withdrawal requests for fifteen (15) calendar days, if bank information has been added or edited.

## Qualified Withdrawals

Withdrawals for Qualified Expenses are exempt from federal and Idaho state income taxes and the Federal Penalty Tax. If you are not an Idaho taxpayer, you should consult a tax advisor regarding state income tax treatment of a withdrawal from an IDeal Account in the state or states in which you pay taxes. Rollovers may be subject to certain state taxes and penalties, but are generally exempt from federal income taxes and the Federal Penalty Tax.

### K-12 Tuition Expenses

K-12 Tuition Expenses are not subject to federal income tax. As such, earnings on withdrawals from 529 Plan accounts used for K-12 Tuition Expenses will be free of federal income tax and Idaho state income tax. It is the Account Owner's responsibility to ensure that withdrawals for K-12 Tuition Expenses do not exceed the aggregate annual limit for a Beneficiary. Per a notice issued in 2018, the Treasury Department and the IRS intend to issue proposed regulations defining the term "elementary or secondary" to mean kindergarten through grade 12 as determined under state law, consistent with the definition applicable for Coverdell ESAs in Section 530(b)(3)(B) of the Code. The notice states that until the proposed regulations are issued, taxpayers and 529 Plans may rely on the rules as described in the notice. However, there is no assurance that the proposed regulations will become the final regulations or that the Treasury Department or IRS will not issue other guidance interpreting Section 529.

### Apprenticeship Program Expenses

Withdrawals used for Apprenticeship Program Expenses are not subject to federal income tax per Section 529. As such, earnings on distributions from 529 Plan accounts used for Apprenticeship Program Expenses will be free of federal income tax and Idaho state income tax.

### Education Loan Repayments

Withdrawals used for Education Loan Repayments are not subject to federal income tax per Section 529. As such, earnings on distributions from 529 Plan accounts used for Apprenticeship Program Expenses will be free of federal income tax and Idaho state income tax. Note, if you make a withdrawal from your Account for an Education Loan Repayment, Section 221(e)(1) of the Code provides that you may not also take a federal income tax deduction for any interest included in that withdrawal.

## Non-Qualified Withdrawals

A withdrawal that does not meet the requirements for a Qualified Withdrawal will be considered a Non-Qualified Withdrawal by the IRS. The earnings portion of a Non-Qualified Withdrawal will be subject to federal income taxes (and may be subject to other taxes) and will be taxable to the person receiving the withdrawal. In addition, Non-Qualified Withdrawals are subject to the Federal Penalty Tax (unless an exception applies under the Code) and state taxes. See **Other Withdrawals** starting on page 42 and **State Tax Treatment** starting on page 47. The person receiving the withdrawal would need to comply with IRS requirements, including filing applicable forms with the IRS. Although we will report the earnings portion of all withdrawals, it is your final responsibility to calculate and report any tax liability and to substantiate any exemption from tax and/or penalty.

## Other Withdrawals

The withdrawals discussed below are Non-Qualified Withdrawals that qualify for an exception to the Federal Penalty Tax. Except for a Rollover and a refund from an Eligible Institution that is recontributed to a 529 Plan within 60 days of the date of the refund, the earnings portion of each withdrawal discussed will be subject to federal taxes. Each withdrawal will also be subject to any applicable state taxes. See **State Tax Treatment – Rollovers Out of Plan** on page 47. You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these withdrawals:

### Death of Beneficiary

In the event of the death of the Beneficiary, you may change the Beneficiary of your Account, authorize a payment to a beneficiary of the Beneficiary, or the estate of the Beneficiary, or request the return of all or a portion of your Account balance. A withdrawal due to the death of the Beneficiary if paid to a beneficiary of the Beneficiary or the estate of the Beneficiary will not be subject to the Federal Penalty Tax, but earnings will be subject to federal and any applicable state income tax. A withdrawal of amounts in the Account, if not paid to a beneficiary of the Beneficiary or the Beneficiary's estate, may constitute a Non-Qualified Withdrawal, subject to federal and applicable state income taxes at the recipient's tax rate and the Federal Penalty Tax. If you select a new Beneficiary who is a Member of the Family of the former Beneficiary, you will not owe federal income tax or a penalty. Special rules apply to UGMA/UTMA custodial accounts.

### Disability of Beneficiary

If your Beneficiary becomes Disabled, you may change the Beneficiary of your Account or request the return of all or a portion of your Account balance. A withdrawal due to the Disability of the Beneficiary will not be subject to the Federal Penalty Tax, but earnings will be subject to federal and any applicable state income tax at your tax rate. If you select a new Beneficiary who is a Member of the Family, you will not owe federal income tax or a penalty. Special rules apply to UGMA/UTMA custodial accounts.

### Receipt of Scholarship

If your Beneficiary receives a qualified scholarship, Account assets up to the amount of the scholarship may be returned to you without imposition of the Federal Penalty Tax. A qualified scholarship includes certain educational assistance allowances under federal law as well as certain payments for educational expenses (or attributable to attendance at certain Eligible Educational Institutions) that are exempt from federal income tax. The earnings portion of a withdrawal due to a qualified scholarship is subject to federal and any applicable state income tax at the recipient's tax rate.

### Tuition Assistance

If your Beneficiary receives Tuition Assistance, as described in the Code, a withdrawal is allowed up to the amount of the Tuition Assistance. Although a withdrawal due to receipt of Tuition Assistance will be exempt from a Federal Penalty Tax, the earnings portion will be subject to federal income taxes, and may be subject to other taxes.

### Attendance at Certain Specified U.S. Military Academies

If your Beneficiary attends the U.S. Military Academy, the United States Naval Academy, the United States Air Force Academy, the United States Coast Guard Academy, or the United States Merchant Marine Academy, you may withdraw an amount up to an amount equal to the costs of advanced education attributable to the Beneficiary's attendance at the institution without incurring the additional Federal Penalty Tax. The earnings portion of the withdrawal will be subject to federal and any applicable state income tax at the recipient's tax rate. In Idaho, the principal may also be taxed if a tax deduction was previously taken on the contribution.

### Use of Education Credits

If you pay Qualified Expenses from an Account, you will not be able to claim Education Credits for the same expenses. Furthermore, expenses used in determining the allowed Education Credits will reduce the amount of a Beneficiary's Qualified Expenses to be paid from your Account as a Qualified Withdrawal and may result in taxable withdrawals. Such withdrawals will not be subject to the Federal Penalty Tax.

### Rollover

To qualify as a Rollover, you must reinvest the amount distributed from your Account into another Qualified Tuition Plan or to a ABLE Plan account within sixty (60) days of the withdrawal date. Rollovers may be subject to certain state taxes and penalties, but are generally exempt from federal income taxes and the Federal Penalty Tax. For details on Idaho state tax treatment of Rollovers, see **Part VIII. Federal and State Tax Treatment — State Tax Treatment — Rollovers Out of Plan** starting on page 48.

### Refunds from Eligible Educational Institutions

In the event the Beneficiary receives from an Eligible Educational Institution a refund of funds originally withdrawn from an Account to pay for Qualified Higher Education Expenses, such funds up to the amount of the refund will not be subject to federal income tax or the Federal Penalty Tax; provided that the funds are recontributed to an account in a Qualified Tuition Program for the same Beneficiary, to the extent such recontribution is made not later than 60 days after the date of the refund and does not exceed the refund amount. No guidance has been issued on the treatment of refunds of funds originally withdrawn from a 529 Plan to pay for K-12 Tuition Expenses. Consult with your tax advisor if you receive a refund of funds originally withdrawn from a 529 Plan to pay for K-12 Tuition Expenses. For tax purposes, you must maintain proper documentation evidencing the refund from the Eligible Educational Institution.

## Record Retention

Under current federal tax law, you are responsible for obtaining and retaining records, invoices, or other documentation adequate to substantiate: (i) expenses which you claim are Qualified Expenses, (ii) the death or Disability of a Beneficiary, (iii) the receipt by a Beneficiary of a qualified scholarship, (iv) the attendance by a Beneficiary at certain specified military academies, (v) the use of Education Credits; (vi) a refund from an Eligible Institution that is recontributed to a 529 plan within 60 days of the date of the refund.

## Method of Payment; Timing of Withdrawal Request

IDeal will pay withdrawals to the following payees:

- Account Owner (by check or by ACH to an established bank account);
- Beneficiary (by check); or
- Eligible Educational Institution (by check or ACH, as available through an Eligible Educational Institution).

A distribution taken to pay K-12 Tuition Expenses will be made payable to the Account Owner only. Withdrawal requests received in good order before the close of the NYSE, generally 2:00 p.m. Mountain time, on any day the NYSE is open for business are processed that day based on the Unit Values of the Portfolios in the Account for that day. Requests received after the close of the NYSE are processed the next business day using the Unit Values on that day.

## Tax Treatment of Withdrawals

Please read **Part VIII. Federal and State Tax Treatment** starting on page 46.

# Part VII. Maintaining Your Account

## Documents in Good Order

To process any transaction in IDeal, all necessary documents must be in good order, which means executed when required and properly, fully, and accurately completed. The Plan Officials are not responsible for the accuracy of the documentation you submit to the Plan to make changes to your Account, whether submitted online or in paper form. If acceptable to the Board, notices, changes, options, and elections relating to your Account will take effect within a reasonable amount of time after we have received the appropriate documentation in good order, unless the Board agrees otherwise.

## Confirmations and Statements; Safeguarding Your Account

IDeal will send you quarterly statements to reflect financial transactions only if you have made financial transactions within the quarter. These transactions include: (1) contributions made to the Account; (2) withdrawals made from the Account; (3) contributions made by recurring contribution or payroll direct deposit; or (4) automatic transfers from a Upromise Service account to your Account. The total value of your Account at the end of the quarter will also be included in your quarterly statements. IDeal will send you an annual statement (i.e., fourth quarter statement) even if you have made no financial transactions within the year. In the event you close your account prior to the fourth quarter, your statement for that quarter will represent your final statement for the year.

IDeal will send you a confirmation for each contribution and transaction to your Account(s), except for recurring contributions, payroll direct deposit transactions, automatic transfers from a Upromise Service account to your Account, and maintenance fees, which will only be confirmed on a quarterly basis.

The Plan periodically matches and updates the addresses of record against a change-of-address database maintained by the U.S. Postal Service to reduce the possibility that items sent by first-class mail, such as Account statements, will be undeliverable.

You can securely access and manage your Account information—including quarterly statements, transaction confirmations, and tax forms—24 hours a day at **www.idsaves.org** once you have created an online username and password and selected a security image. If you open an Account online, the Plan requires you to select a username, password and security image right away. If you open an Account by submitting an Enrollment Form, you may establish a username and password at **www.idsaves.org**.

The Plan uses reasonable procedures to confirm that transaction requests are genuine. However, neither the Plan nor any of the Plan Officials will be responsible for losses resulting from fraudulent or unauthorized instructions received by the Plan, provided we reasonably believed the instructions were genuine. To safeguard your Account, please keep your information confidential.

***Contact the Plan immediately if you believe someone has obtained unauthorized access to your Account or if there is a discrepancy between a transaction you requested and your confirmation statement.***

You are expected to regularly and promptly review all transaction confirmations, Account statements, and any email or paper correspondence sent by the Plan. If you receive a confirmation that you believe does contain an error or not accurately reflect your authorized instructions—e.g., the amount invested differs from the amount contributed or the Contribution was not invested in the particular Investment Options you selected—you must promptly notify the Plan of the error. If you do not notify the Plan promptly, you will be considered to have approved the information in the confirmation and to have released the Plan and the Plan Officials from all responsibility for matters covered by the confirmation. You should regularly review your Account statements and transaction confirmations. Neither the Plan nor any of the Plan Officials will be responsible for losses resulting from an error if such error resulted from fraudulent or unauthorized instructions received by the Plan that we reasonably believed were genuine.

## Options for Unused Contributions; Changing a Beneficiary; Transferring Assets to Another of Your Accounts

Your Beneficiary may choose not to attend an Eligible Educational Institution or may not use all the money in your Account. In either case, you may name a new Beneficiary or take a withdrawal of your Account assets. The withdrawal, however, will be treated as a Non-Qualified Withdrawal, subject to applicable income taxes and the Federal Penalty Tax.

You can change your Beneficiary at any time. The new Beneficiary must be a Member of the Family of the original Beneficiary. Any change of the Beneficiary to a person who is not a Member of the Family of the current designated Beneficiary is treated as a Non-Qualified Withdrawal subject to applicable federal and state income taxes as well as the Federal Penalty Tax. An Account Owner who is an UGMA/UTMA Custodian will not be able to change the Beneficiary of the Account, except as may be permitted under the applicable UGMA/UTMA law. See **Funding An Account — Moving Assets From An UGMA/UTMA Account** starting on page 36. You may be subject to gift and estate taxes in connection with a change of the Beneficiary. For more details, see **Federal Gift and Estate Taxes** on page 47.

To initiate a change of Beneficiary, you must complete and submit the appropriate form. The change will be made upon our receipt and acceptance of the signed, properly completed form(s) in good order. You may also change your Beneficiary online at **www.idsaves.org** or by calling us at **1-866-433-2533** (provided we have an existing Account for your new Beneficiary). We reserve the right to suspend the processing of a Beneficiary transfer if we suspect that the transfer is intended to avoid the Plan's exchange and reallocation limits. Also,

a Beneficiary change or transfer of assets may be denied or limited if it causes one or more Accounts to exceed the maximum aggregate Account balance for a Beneficiary.

We will invest your assets in accordance with the Standing Allocations for the new Beneficiary's Account. If you are invested in a Target Enrollment Portfolio, the particular Portfolio in which the Account is invested may change if there is a change in the Beneficiary (i.e., in a different age bracket). This change will be made so that the Portfolio investment corresponds to the age of the new Beneficiary and may result in a loss in the value of the Account depending on market fluctuations during the time of the change. You can also transfer assets in the Account to a new Investment Option when you change the Beneficiary for the Account.

## Changing Investment Options for Current Balances and Future Contributions

You may move assets in your Account to different Investment Options (i.e., make exchanges or reallocate) up to two times per calendar year. If you reallocate your money between Accounts within the Plan for the same Beneficiary, this may count towards your twice per calendar year exchange limit. You may make investment exchanges any time you change the Beneficiary. However, the Plan reserves the right to suspend processing a Beneficiary transfer if it suspects it is being requested for reasons other than intended by the Plan.

You may change the allocation of future contributions at any time. Please note that a decision to change the allocation of future contributions will not affect the allocation of assets already in your Account, and vice versa. For example, assume that upon the opening of your Account, you elect to split your contributions 60% to Option A and 40% to Option B. Then, six months later you decide to reallocate the existing assets in your Account 50% to Option A, 25% to Option B and 25% to Option C and at the same time you decide to allocate 100% of future contributions to Option D. In this scenario, you may only make one additional reallocation of the existing assets in your Account for the remainder of that calendar year. However, you may continue to change the allocation of future contributions.

You may exchange existing assets (subject to the twice per calendar year exchange limit), or change the allocation of future contributions online, by calling **1-866-433-2533**, or by submitting the appropriate form from our website at **www.idsaves.org**.

## Changing or Removing a Custodian

For an Account funded with assets originally held in an UGMA/ UTMA account, the Custodian may be released or replaced upon written notice to the Plan. Please see **Funding An Account — Moving Assets From An UGMA/UTMA Account** starting on page 37.

## Change of Account Owner

Except as discussed below, you may transfer control of your Account assets to a new Account Owner. All transfers to a new Account Owner must be requested by submitting the Account Information Change Form and the new Account Owner must also submit the appropriate form.

However, your right of control may not be sold, transferred, used as collateral, or pledged or exchanged for money or anything of value. We may require affidavits or other evidence to establish that a transfer is non-financial in nature. Your right of control may also be transferred under an appropriate court order as part of divorce proceedings. If you transfer control of an Account to a new Account Owner, the new Account Owner must agree to be bound by the terms and conditions of the Participation Agreement. Transferring an Account to a new Account Owner may have significant tax consequences. Before doing so, you may want to check with your tax advisor regarding your particular situation.

## Designating a Successor Account Owner

As Account Owner, you may designate a Successor Account Owner to succeed to all of your rights, title, and interest in an Account (including the right to change the Beneficiary) upon your death to the extent permissible under applicable law. This designation can be made on the Enrollment Form when opening your Account. If you fail to designate a Successor Account Owner at the time of enrollment and subsequently decide to make a designation, or if you wish to revoke or change a designation, you may submit the information online, by calling, or by submitting the appropriate form. A Custodian will not be permitted to change the Account Owner to anyone other than a successor Custodian during the term of the custodial account under applicable UGMA/ UTMA law.

Upon the death of an Account Owner, the Successor Account Owner must notify the Plan and submit a completed Enrollment Form, a certified copy of the death certificate and such other information requested by the Plan. The Account will become effective for the Successor Account Owner once this paperwork has been received and processed.

Please note that a change in Account Owner may have tax consequences. Please consult your tax advisor.

## Simultaneous Death of Account Owner and Beneficiary

If you and your Beneficiary both die and there is no evidence to verify that one died before the other, the Successor Account Owner may become the Account Owner upon the Plan's receipt and acceptance of the appropriate documentation. For more details, see the above section **Designating a Successor Account Owner**. If no Successor Account Owner has been appointed, the fiduciary responsible for the disposition of the Beneficiary's estate shall designate the new Account Owner. If no executor or fiduciary has been appointed, one must be appointed by a valid court order for this purpose.

## Recovery of Incorrect Amounts

If an incorrect amount is paid to or on behalf of you or your Beneficiary, we may recover this amount from you or your Beneficiary, or any remaining balances may be adjusted to correct the error. The processing of adjustments resulting from clerical errors or other causes that are de minimis in amount may be waived at the discretion of the Board.

# Part VIII. Federal And State Tax Treatment

**This Disclosure Statement is not intended to constitute, nor does it constitute, legal or tax advice. This Disclosure Statement was developed to support the marketing of the Plan and cannot be relied upon for purposes of avoiding the payment of federal or state tax penalties. You should consult your legal or tax advisor about the impact of federal and state tax regulations on your individual situation.**

**This section summarizes certain key aspects of the federal and state tax treatment of contributions to, and withdrawals from, Accounts. The U.S. Treasury Department has issued proposed regulations under Section 529 and an advance notice of proposed rulemaking describing new proposed regulations to be issued under Section 529. The Plan is designed to comply with those proposed regulations (except to the extent that provisions in the proposed regulations have been superseded by legislative and/or administrative changes), as well as with certain other guidance issued by the IRS under Section 529. However, there is no assurance that the proposed regulations will become the final regulations or that the IRS will not issue other guidance interpreting Section 529. The information provided below is not exhaustive. It is based on the Plan's understanding of current law and regulatory interpretations relating to 529 Plans generally and is meant to provide Account Owners with general background information about the tax characteristics of these programs. Neither this Part VIII, nor any other information provided throughout this Disclosure Statement is intended to constitute, nor does it constitute, legal or tax advice.**

It is possible that Congress, the Treasury Department, the IRS, the Idaho legislature, or federal or state courts may take action that will affect the tax treatment of 529 Plan contributions, earnings, or distributions. Individual state legislation may also affect the state tax treatment of a 529 Plan for residents of that state.

If you are not an Idaho taxpayer, consider before investing whether your or the Beneficiary's home state offers a 529 Plan that provides its taxpayers with favorable state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that may only be available through investment in the home state's 529 Plan. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in IDeal. Therefore, please consult your financial, tax, or other advisor to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances. You also may wish to contact your home state's 529 Plan(s), or any other 529 Plan, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision.

## General 529 Plan Tax Treatment

529 Plans allow individuals, trusts, and certain corporate entities to provide for the education-related expenses of a Beneficiary in a tax-advantaged manner. To be eligible for these tax benefits, 529 Plan account assets must be used to pay the Qualified Expenses of the Beneficiary.

## 529 Plan Contributions and Withdrawals

Federal law does not allow a tax deduction for contributions to 529 Plans. However, the income earned on any such contributions may generally grow free of federal income tax until distributed. Qualified Withdrawals (i.e., withdrawals to pay for the Qualified Expenses of a Beneficiary), Rollovers, and refunds from Eligible Educational Institutions that are recontributed to a 529 Plan within 60 days of the date of the refund (up to the amount of the refund) are not subject to federal income taxation. The earnings portion of Non-Qualified Withdrawals, however, is subject to all applicable federal and state income taxes and, in most cases, to the Federal Penalty Tax.

The Federal Penalty Tax does not apply to certain withdrawals made because of (1) the death or disability of the Beneficiary, (2) a Rollover, as described below, (3) attendance at a U.S. Military Academy or receipt of a qualified scholarship, allowance, or similar payment made to the Beneficiary, but only to the extent of such qualified scholarship allowance, or payment or (4) a refund from an Eligible Institution that is recontributed to a 529 Plan within 60 days of the date of the refund (up to the amount of the refund). See **Part VI. Withdrawals — Other Withdrawals** starting on page 41.

For Idaho state tax treatment of contributions and withdrawals, see **Part VIII. Federal and State Tax Treatment — State Tax Treatment** starting on page 47.

The earnings portion of a withdrawal will generally be calculated on an Account-by-Account basis. An Account Owner may only open one Account in the Plan for the same Beneficiary. If you don't select a specific Investment Option(s) from which to take a withdrawal, the withdrawal will be taken proportionally from all the Portfolios in the Account. If you request that a withdrawal be taken from one or more specific Portfolio(s), the earnings, for tax reporting purposes, will be calculated based on the earnings of all the Investment Options in your Account.

## Rollovers

An Account Owner may transfer all or part of the funds in a 529 Plan account to an account in an ABLE Plan account or in another 529 Plan without adverse federal income tax consequences or penalties if, within sixty (60) days of the withdrawal from the distributing account, such funds are transferred to or deposited for the benefit of (1) an individual who is a Member of the Family of the former Beneficiary, or (2) the same Beneficiary, but in the case of another Section 529 account only if no previous such transfer has been made for the benefit of such individual within the preceding 12 months. See **Part VII. Maintaining Your Account — Changing Investment Options for Current Balances and Future Contributions** starting on page 45. For details on Idaho state tax treatment of Rollovers, see **Part VIII. Federal and State Tax Treatment — State Tax Treatment — Rollovers Out of Plan** starting on page 48.

## Other Contributions and Transfers

An individual may generally transfer into a 529 Plan account, without adverse federal income tax consequences, all or part of: (1) money held in an Account in the Plan for a Member of the Family of the Beneficiary, if the money is transferred within sixty (60) days of the withdrawal from the distributing Account, (2) money from a Coverdell ESA described in Section 530 of the Code, (3) the proceeds from the redemption of a qualified U.S. savings bond described in Section 135 of the Code, or (4) a refund from an Eligible Educational Institution that is recontributed to a Qualified Tuition Program to the extent such recontribution is made not later than 60 days after the date of the refund and does not exceed the refund amount. See **Part VI. Withdrawals — Other Withdrawals** starting on page 42.

## Coordination With Other Higher Education Expense Benefit Plans

The tax benefits afforded to 529 Plans must be coordinated with other programs designed to provide tax benefits for meeting higher education expenses in order to avoid the duplication of such benefits. The coordinated programs include Coverdell ESAs under Section 530 of the Code and Education Credits.

**Coverdell ESAs.** An individual may contribute money to, or withdraw money from, both a 529 Plan account and a Coverdell ESA in the same year. However, to the extent the total distributions from both accounts exceed the amount of the Qualified Expenses incurred, the recipient must allocate his or her Qualified Expenses between both such distributions in order to determine how much may be treated as tax-free under each program.

**Education Credits.** The use of Education Credits by a qualifying Account Owner and Beneficiary will not affect participation in or benefits from a 529 Plan account, so long as the 529 Plan assets are not used for the same expenses for which the Education Credit was claimed.

## Federal Gift and Estate Taxes

Contributions (including certain Rollover contributions) to a 529 Plan account generally are considered completed gifts to the Beneficiary and are eligible for the applicable annual exclusion from gift and GST taxes (as of 2022, $16,000 for a single individual or $32,000 for a married couple). Except in the situations described in the following paragraph, if the Account Owner were to die while assets remain in an Account, the value of the Account would not be included in the Account Owner's estate. In cases where contributions to an Account exceed the applicable annual exclusion amount for a single Beneficiary, the contributions may be subject to federal gift tax and possibly the GST tax in the year of contribution. However, in these cases, a contributor may elect to apply the contribution against the annual exclusion equally over a five (5) year period. This option is applicable only for contributions up to five (5) times the available annual exclusion amount in the year of the contribution. Once this election is made, if the contributor makes any additional gifts to the same Beneficiary in the same or the next four years, such gifts may be subject to gift or GST taxes in the calendar year of the gift. However, any excess gifts may be applied against the contributor's lifetime gift or GST tax exclusions.

If the Account Owner chooses to use the five (5) year forward election and dies before the end of the five (5) year period, the portion of the contribution allocable to the years remaining in the five (5) year period (beginning with the year after the Account Owner's death) would be included in the Account Owner's estate for federal estate or GST tax purposes.

If the Beneficiary of an Account is changed, or amounts in an Account are rolled over to a new Beneficiary of the same generation as the old Beneficiary (or an older generation), a gift or GST tax will not apply. If the new Beneficiary is of a younger generation than the former Beneficiary, there will be a taxable gift to the extent of the amount transferred. GST taxes may apply if the new Beneficiary is two or more generations below (younger than) the former beneficiary. Estate, gift, and GST tax issues arising in conjunction with 529 Plans can be quite complicated. You should consult your tax advisor if you have any questions about these issues.

## State Tax Treatment

**In General.** The tax benefits described in this Disclosure Statement generally relate to federal tax benefits. State tax treatment may differ based on the state or states in which you pay taxes. You should consult with your tax advisor about any state or local taxes, including income, gift, estate, and GST taxes.

**Income Tax Deduction for Idaho Taxpayers.** Idaho taxpayers may deduct up to $6,000 per year ($12,000 if married filing jointly) on their State tax return for contributions made to IDeal Accounts that year. Idaho taxable income is determined by applying certain addition and subtraction modifications to federal adjusted gross income. Thus, for purposes of calculating Idaho state income tax, an Account Owner or Beneficiary will not recognize income on earnings that are not distributed from the Plan. In addition, the earnings portion of a Qualified Withdrawal will not be subject to Idaho state income tax.

This deduction is one of the subtractions available on the State return. Any contributor to an Account who is an Idaho taxpayer may take advantage of Idaho income tax deduction for contributions that he or she has made. Contributions made in excess of $6,000 in a single year may not be carried forward and deducted from your federal adjusted gross income to determine your Idaho taxable income for subsequent years. If you move out of Idaho or no longer pay Idaho income tax, you will no longer be eligible to receive the Idaho state income deduction for subsequent contributions to your Account.

**Idaho Tax Deduction Contribution Deadline.** For a contribution to be deductible for a taxable year, it must be made by an Idaho taxpayer on or before the last day of that taxable year. Contributions sent by U.S. mail will be treated as having been made in a particular year if the envelope in which it is sent is postmarked on or before December 31 of that year.

Contributions done by EFT will be treated as having been made in a particular year if the EFT requested is submitted by 9:59 p.m., Mountain Time, on or before December 31 of that year, provided the funds are subsequently withdrawn from an Account Owner's checking or savings account at another financial institution. Contributions done by recurring contribution will be treated as having been made based on the designation date of that recurring contribution transaction, provided the funds are subsequently withdrawn from an Account Owner's checking or savings account at another financial institution. (If your recurring contribution designation date is January 1st, 2nd, 3rd, or 4th that recurring contribution will be treated as having been made in the new calendar year.) See **Part V. Contributions — Recurring Contributions** starting on page 37 for more detail on designation dates.

**Idaho Tax-Free Withdrawals for Qualified Expenses.** When money is withdrawn to pay for Qualified Expenses, the Account's investment gains are distributed free of Idaho state income taxes.

**Idaho Taxation of Non-Qualified Withdrawals.** When money is withdrawn from an Account and not used to pay for Qualified Expenses, any amounts withdrawn must be added to your Idaho taxable income (to the extent not included in federal adjusted gross income) for the tax year in which you took the withdrawal. This addition to your Idaho taxable income is limited to contributions previously taken as an Idaho state tax deduction and earnings generated from the Plan as long as the earnings are not already included in federal adjusted gross income.

**Rollovers Out of Plan.** Rollovers from an IDeal Account to another state's Qualified Tuition Program or to an ABLE Plan account require the recapture of any amounts contributed to the Plan previously and taken as a state tax deduction in the year of the Rollover and the prior taxable year.

## Tax Reports

The Plan will report distributions and other matters to the IRS, Idaho, Account Owners, and other persons, if any, to the extent required pursuant to federal, state, or local law, regulation, or ruling. Under federal law, a separate report will be filed by the Program Manager with the IRS reporting distributions from an Account to each recipient reflecting, among other information, the earnings portion withdrawn during the calendar year to which the report pertains.

# Part IX. Legal and Administrative Information about the Plan

## Plan Governance

**IDeal.** IDeal was established under the Enabling Legislation. Specifically, the Enabling Legislation requires the Board to adopt procedures that the Board considers necessary to carry out the provisions of the Enabling Legislation, including procedures relating to the enrollment process for participation in IDeal, early withdrawals and transfer of funds between IDeal and other Qualified Tuition Programs. In addition, the Board is provided discretion with regard to the formation of IDeal, including the assessment of enrollment and other Fees, creation of multiple Portfolios, receipt of contributions into Accounts, and retention of professional services necessary to assist in the administration of IDeal.

IDeal is administered by the Board, an independent State entity, whose funds are not considered monies of the State and may not be deposited into the general fund of the State. Funds remaining in IDeal at the end of any fiscal year remain in IDeal and do not revert to the State general fund.

**The Board.** As required by the Enabling Legislation, IDeal is directed and administered by the Board. The Board consists of six (6) members or their designees: the state treasurer who shall serve as chair, the governor, the state controller, the attorney general, the superintendent of public instruction, and the secretary of state. Board members receive no compensation for their services to IDeal; however, they are entitled to reimbursement for expenses incurred in the performance of their duties. The Board has general and fiduciary responsibility for IDeal as a whole. There may be vacancies on the Board from time to time.

**Trust Declaration.** The Trust has been established pursuant to the Trust Declaration, which provides that the Board is the sole Trustee of IDeal and that the Board may appoint its staff to act as the Trustee's designee with respect to the day-to-day operations of IDeal. The Trust Declaration provides that the assets of IDeal shall be used exclusively to make Qualified Withdrawals and Non-Qualified Withdrawals in accordance with the provisions of the Enabling Legislation and the Accounts and pay expenses of the Trust in the management, protection, investment, and reinvestment of Trust assets. The Trust Declaration also provides that the Board shall adopt investment policies and may change the policies from time to time as they deem in the best interest of Account Owners and Beneficiaries.

Under the Trust Declaration, the Board may:

- retain professional services, including accountants, auditors, consultants, and experts;
- seek rulings and other guidance from the U.S. Department of the Treasury, the IRS and the State tax commission;
- make changes to the Plan and the Trust required for the Account Owners in IDeal to obtain the federal income tax benefits or treatment provided by Section 529 of the Code;
- interpret, in rules, policies, guidelines and procedures, the provisions of the Enabling Legislation broadly in light of its purpose and objectives;
- charge, impose and collect administrative fees and service charges in connection with any agreement, contract or transaction relating to IDeal;
- select a financial institution or institutions to act as the depository and manager of the Plan in accordance with the Enabling Legislation and the Trust;
- contract with a financial institution or institutions to serve as program managers and depositories; and
- take any other action appropriate to implement and administer IDeal and the Trust.

To obtain a copy of the Trust Declaration, please call a customer service representative at **1-866-433-2533**.

**Program Manager to IDeal.** Ascensus is the Program Manager for IDeal. Ascensus, and its affiliates, have overall responsibility for the day-to-day operations, including investment advisory, recordkeeping and administrative services, and marketing.

The address for Ascensus Broker Dealer Services, LLC is 95 Wells Ave, Suite 160, Newton, MA 02459. All general Plan correspondence, however, should be addressed to IDeal – Idaho College Savings Program, P.O. Box 219944, Kansas City, MO 64121.

**Changes to State Statutes.** The Idaho Legislature may, from time to time, pass legislation, which may directly or indirectly affect the terms and conditions of IDeal, the Trust, the Disclosure Statement and the Participation Agreement.

**Guide to Interpretation.** The Plan is intended to qualify for the tax benefits of Section 529 of the Code. Notwithstanding anything in the Disclosure Statement and Participation Agreement to the contrary, the terms and conditions applicable to your Account will be interpreted and/or amended to comply with the requirements of that section and applicable regulations.

## Customer Identification Verification

The Program Manager acts in accordance with a customer identification program and obtains certain information from the Account Owner in order to verify the Account Owner's identity. If the Account Owner does not provide the following information as requested on the Enrollment Form — full name; date of birth (if applicable) of the Account Owner, any Successor Account Owner and the Beneficiary; taxpayer identification number of the Account Owner (for example, Social Security number or taxpayer identification number); and U.S. permanent street address (no P.O. box) — the Program Manager may refuse to open an Account. If reasonable efforts to verify this information are unsuccessful, the Program Manager may take certain actions regarding the Account without prior notice to the Account Owner, including among others, rejecting contribution and transfer requests, suspending Account services, or closing the Account. Units redeemed as a result of closing an Account will be valued at the net asset value next calculated after the Program Manager decides to close the Account, and the risk of market loss, tax implications, and any other expenses, as a result of the liquidation, will be solely the Account Owner's responsibility.

## Information in this Disclosure Statement

**Not an offer to sell.** This Disclosure Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of a security issued by the Plan by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation, or sale.

**Keep Legal Documents for Your Records.** You should retain the Disclosure Statement and Participation Agreement for your records. They contain important information about the Plan, including information about the investment risks associated with, and the terms under which you agree to participate in the Plan. We may make modifications to IDeal in the future. If so, an addendum to the Disclosure Statement and Participation Agreement may be sent to your address of record or notice sent to you by e-mail if you choose to receive documents electronically. If material modifications are made to IDeal, a revised Disclosure Statement and Participation Agreement or supplement will be sent to your address of record or notice sent to you by e-mail if you choose to receive documents electronically. In these cases, the new supplement and/or Disclosure Statement and Participation Agreement will supersede all prior versions. Please note that we 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 Account statements, will be undeliverable.

**Changes to the Disclosure Statement and Participation Agreement.** The Board may amend the terms of the Disclosure Statement and Participation Agreement from time to time to comply with changes in the law or regulations or if the Board determines it is in IDeal's or the Trust's best interest to do so. However, the Board will not retroactively modify existing terms and conditions applicable to an Account in a manner adverse to you or your Beneficiary except to the extent necessary to assure compliance with applicable state and federal laws or regulations or to preserve the favorable tax treatment to you, your Beneficiary, the Board, IDeal or the Trust.

**Accuracy of Information in Disclosure Statement.** The information in this Disclosure Statement is believed to be accurate as of the cover date, but is subject to change without prior notice. No one is authorized to provide information that is different from the information in the most current form of this Disclosure Statement.

**Precedence.** Except as otherwise expressly provided in the Trust Declaration, in the event of inconsistencies between this Disclosure Statement, the Management Agreement, Board policy, and the Code or Idaho statutes, the provisions of the Idaho statutes or the Code, as applicable, shall govern. To the extent permitted by Idaho law, the Code shall govern in the event of any inconsistencies between Idaho statutes and the Code.

**Representations.** Statements contained in this Disclosure Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

**Tax Considerations.** The federal and state tax consequences associated with participating in IDeal can be complex. Any statements in this Disclosure Statement concerning U.S. tax issues: (i) are not offered as individual tax advice to any person, (ii) are provided only as general information in connection with the marketing of IDeal, and (iii) are not provided or intended to be used, and cannot be used by any taxpayer for the purpose of avoiding U.S. and state tax penalties. You should consult a tax advisor regarding the application of tax laws to your particular circumstances. If you live outside Idaho, you may also want to compare any college savings program offered by your state with IDeal.

## Continuing Disclosure

To comply with Rule 15c2-12(b)(5) of the Securities Exchange Act of 1934 (the "Rule"), the Board or its designee, as appropriate, will make appropriate arrangements for the benefit of Account Owners to produce and disseminate certain financial information and operating data (the "Annual Information") relating to the Plan and notices of the occurrence of certain enumerated events as required by the Rule. They will make provision for the filing of the Annual Information with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA"). They will also make appropriate arrangements to file notices of certain enumerated events with EMMA.

## Disclosure Relating to Internet Access

You have the option to perform account-related transactions and activity electronically via the Internet. You can securely access and manage Account information — including quarterly statements, transaction confirmations, and tax forms — 24 hours a day at **www.idsaves.org** once you have created an online user name and password. If you choose to open an Account electronically or register for online access to an existing Account you can also choose to access documents relating to your Account via our website.

Please note that if you elect to receive documents electronically, the only way to get paper copies of these documents will be to print them from a computer. You should not elect to conduct transactions electronically if you do not have regular and continuous Internet access.

The Disclosure Statement, the Participation Agreement, information concerning the Investment Options and Portfolios, and all required reports for an Account are available on our website. We expect to post updated information concerning the Investment Options and Funds and a revised Disclosure Statement or supplement thereto at least annually. These materials and this information also may be supplemented throughout the year. Any supplements will also be available on our website. We may archive documents and cease providing them on the website when they become out of date. You should consider printing any information posted on our website before it is removed.

If you have elected electronic delivery, we may, from time to time, notify you by e-mail that documents, including Account statements and transaction confirmations, have been delivered. However, e-mail notification is not a substitute for regularly checking your Account at **www.idsaves.org**. We intend to archive the transaction history for Accounts for a rolling ninety (90) day period, and Account statements and transaction confirmations for a rolling eighteen (18) month period, after which they will not be available through our website. Accordingly, you should consider printing any Account information that you may wish to retain before it is removed. After these documents are archived, you will be able to obtain them by contacting customer service at **1-866-433-2533**.

You will be required to provide your user ID and password to access your Account information and perform transactions on our website. You should not share your password with anyone else. We will honor instructions from any person who provides correct identifying information, and we are not responsible for fraudulent transactions we believe to be genuine according to these procedures. Accordingly, you bear the risk of loss if unauthorized persons obtain your user ID and password and conduct any transaction on your Account. You can reduce this risk by checking your Account information regularly. You should avoid using passwords that can be guessed and should consider changing your password frequently. For security purposes, our customer service representatives will not ask you for your password. It is your responsibility to review your Account information and to notify us promptly of any unusual activity. You can withdraw your consent to receiving documents electronically at any time by contacting customer service at **1-866-433-2533** or making the change online.

We cannot guarantee the privacy or reliability of e-mail, so we will not honor requests for transfers or changes received by e-mail, nor will we send Account information through e-mail. All transfers or changes should be made through our secure website. Our website uses generally accepted and available encryption software and protocols, including Secure Socket Layer. This is to prevent unauthorized people from eavesdropping or intercepting information sent by or received from us. This may require that you use certain readily available versions of web browsers. As new security software or other technology becomes available, we may enhance our systems.

## Account Restrictions

In addition to rights expressly stated elsewhere in this Disclosure Statement, the Board and the Program Manager reserve the right to, or cause its agents to (i) freeze an Account and/or suspend Account services when the Plan has received reasonable notice of a dispute regarding the assets in an Account, including notice of a dispute in Account ownership or when the Plan reasonably believes a fraudulent transaction may occur or has occurred; (ii) freeze an Account and/or suspend Account services upon the notification to the Plan of the death of an Account Owner until the Plan receives required documentation in good order and reasonably believes that it is lawful to transfer Account ownership to the Successor Account Owner; (iii) redeem an Account, without the Account Owner's permission, in cases of threatening conduct or suspicious, fraudulent or illegal activity; and (iv) refuse to establish and Account, close an Account or reject a contribution for any reason, including if the Program Manager or the Board believe it is in the best interests of the Plan, an Investment Option, a Portfolio or the Account Owners or if is it required by law; (v) refuse, change, discontinue, or temporarily suspend Account services, including accepting contributions and processing withdrawal requests, for any reason; (vi) and close your Account, if we determine that you provided false or misleading information to the Plan or an Eligible Educational Institution in establishing or maintaining an Account, or that you are restricted by law from participating in the Plan. The risk of market loss, tax implications, penalties, and any other expenses, as a result of such an Account freeze or redemption will be solely the Account Owner's responsibility.

## Unclaimed Accounts

If there has been no activity in your Account for a period defined by law, usually five (5) years, and if we are unable to contact you, your account may be considered abandoned under the law of the state of your last known address. If your Account is considered abandoned, we will report your account to the state of your last known address. In some states, we are required by law to liquidate your account and transfer the funds to that state. If you do not claim your funds, the funds may escheat to the state as defined in the law of that state. If the state of your last known address is Idaho, as of July 1, 2016, your account will be reported to the Idaho Unclaimed Property Program but will not be liquidated. IDeal will retain the Account and manage the Account in the Investment Options you selected or in accordance with established procedures of the Board and in accordance with a written agreement between the Board and the Idaho Unclaimed Property Program.

## Creditor Protection Under U.S. Laws

Federal bankruptcy law excludes from property of the debtor's bankruptcy estate certain assets that have been contributed to a 529 Plan account. However, bankruptcy protection in this respect is limited and has certain conditions. For the 529 Plan account to be excluded from the debtor's estate, the account beneficiary must be a child, stepchild, grandchild, or step-grandchild (including a legally adopted child or a foster child) of the individual who files for bankruptcy protection. In addition, Contributions made to all 529 Plan accounts for the same beneficiary are protected from becoming property of the debtor's estate as follows:

- Contributions made to all 529 Plan accounts for the same Beneficiary more than seven-hundred twenty (720) days before a federal bankruptcy filing are completely protected;
- Contributions made to all 529 Plan accounts for the same Beneficiary more than three hundred and sixty-five (365) days but less than seven-hundred twenty (720) days before a federal bankruptcy filing are, as of April 1, 2019, protected up to six-thousand eight-hundred twenty-five dollars ($6,825), an amount currently revised every three years by the Judicial Conference of the United States; and
- Contributions made to all 529 Plan accounts for the same Beneficiary less than three hundred and sixty-five (365) days before a federal bankruptcy filing are not protected against creditor claims in federal bankruptcy proceedings.

Federal bankruptcy law permits a debtor to exempt certain specified assets from liability notwithstanding the assets being property of the debtor's estate. Under federal bankruptcy law, assets held in a 529 Plan account that are property of the debtor's estate are not exempt from debt for domestic support obligations.

This information is not meant to constitute individual tax or bankruptcy advice, and you should consult with your own advisors concerning your individual circumstances.

## Independent Registered Public Accounting Firm

The Program Manager has contracted with Landmark PLC, an independent public accounting firm, to audit the financial statements for the Plan in accordance with generally accepted auditing standards and practices.

## Custodial Arrangements

The Bank of New York Mellon ("BNY Mellon") is the Plan's custodian. As such, BNY Mellon holds in safekeeping, cash and shares of the Funds belonging to the Plan. Upon instruction, BNY Mellon receives and delivers cash and shares of the Funds in connection with Portfolio transactions and collects all income payable to and all distributions made with respect to the Plan's shares of the Funds.

## Special Considerations

**Additional Rights.** The Board reserves the right to:

- refuse, change, discontinue, or temporarily suspend account services, including accepting contributions and processing withdrawal requests, for any reason;
- delay sending out the proceeds of a withdrawal request for up to ten (10) calendar days (this generally applies only to very large withdrawal requests without advance notice or during unusual market conditions);
- delay sending out the proceeds of a withdrawal request for up to nine (9) business days when a mailing address has changed and if the proceeds are requested to be sent by check to either the Account Owner or a Beneficiary;
- following receipt of any contributions made by check, recurring contribution, or EFT, hold withdrawal requests for eight (8) business days or longer;
- delay sending out the proceeds of a withdrawal request for up to fifteen (15) calendar days if bank information has been added or edited; and
- suspend the processing of withdrawal requests or postpone sending out the proceeds of a withdrawal request when the NYSE is closed for any reason other than its usual weekend or holiday closings, when trading is restricted by the SEC, or under any emergency circumstances.

## Contacting IDeal

Phone: **1-866-433-2533**
(6:00 a.m. – 6:00 p.m. Mountain time, Mon.-Fri.)

Online: **www.idsaves.org**

Regular Mail:
**IDeal – Idaho College Savings Program**
**P.O. Box 219944**
**Kansas City, MO 64121**

Overnight Delivery:
**IDeal – Idaho College Savings Program**
**920 Main Street, Suite 900**
**Kansas City, MO 64105**

# Part X. Privacy Policies

## Confidential Information

Idaho law requires that personal information including the Social Security numbers, addresses and telephone numbers of an Account Owner or Beneficiary in IDeal be confidential. We recognize our obligation to keep information about you secure and confidential.

## Collecting and Using Information

Through your participation in IDeal, we collect various types of confidential information you provide in your Enrollment Form, such as your name and the name of your Beneficiary, Social Security numbers, addresses, and demographic information. We also collect confidential information relating to your transactions in the Plan, such as Account balances, contributions, withdrawals, and investments. We do not sell information about current or former Account Owners, Beneficiaries and/or Custodians to any third parties, and we do not disclose it to third parties unless necessary to process a transaction, service an Account, as otherwise permitted or required by law, or with your consent. We may, however, share that information with companies that perform administrative or marketing services for us or with a research firm we have hired. When we enter into such a relationship, our contracts restrict the companies' use of your confidential IDeal information, prohibiting them from sharing or using it for any purposes other than those for which they were hired.

## Protection of Information

IDeal maintains physical, electronic, and procedural safeguards to protect the information about you that IDeal collects or uses. These include restricting access to those individuals who have a need to know the information, such as to those who service your Account, resolve problems, or inform you of additional products or services as appropriate.

## Ascensus Privacy Statement

Ascensus is required to treat all Account Owner and Beneficiary information confidentially. Ascensus is prohibited from using or disclosing such information, except as may be necessary to perform its obligations under the terms of its contract with the Board, or if required by applicable law, by court order, or other order.

# Participation Agreement

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is entered into between the Account Owner ("you," "I," or the "Account Owner") whose name appears on the Enrollment Form and the State College Savings Program Board ("Board"), which serves as the administrator of the IDeal – Idaho College Savings Program (the "Plan") and the Trustee of the Trust, which holds the assets of the Plan. The Plan was established under Idaho Code Title 33, Chapter 54 (the "Enabling Legislation") and is designed to qualify for treatment as a qualified tuition program within the meaning of Section 529 of the Internal Revenue Code of 1986, as amended from time to time, and any regulations or other guidance issued thereunder (collectively, "Section 529"). Terms used in this Participation Agreement and not otherwise defined herein have the meanings defined in the Disclosure Statement, receipt of which is hereby acknowledged by the Account Owner. By signing the Enrollment Form you agree to be bound by the terms of this Participation Agreement, the Disclosure Statement, and the terms of the Enrollment Form and acknowledge and agree that the Account is subject to the Trust Declaration and applicable law and regulations, including without limitation, the U.S. Internal Revenue Code, as amended, and the Plan's terms and conditions contained within its Enabling Legislation.

1. **Establishment of Account.** This Participation Agreement and the complete Enrollment Form executed by the Account Owner with respect to an account (an "Account") shall constitute the entire agreement between the Board and the Account Owner with respect to the Account. You request that the Board establish an Account pursuant to the Enrollment Form for the benefit of the Beneficiary on the Enrollment Form (the "Beneficiary"). Your Account and this Participation Agreement are subject to the Enabling Legislation. Your Account assets will be held, subject to the Enabling Legislation and Section 529 and the Disclosure Statement, for the exclusive benefit of you and the Beneficiary.

2. **Plan Management.** The Board has retained Ascensus Broker Dealer Services, LLC ("Ascensus") as the Program Manager of the Plan. Ascensus and its affiliates have overall responsibility for the day-to-day operations of the Plan, including recordkeeping and marketing. ("Ascensus" is used to refer collectively or individually, as the case requires, to Ascensus Broker Dealer Services, LLC and its affiliates.) The Program Manager will establish an Account upon receipt of a duly completed Enrollment Form in good order and the minimum initial contribution required for an Account.

3. **Contributions to Accounts.** The Account is subject to certain terms and conditions, including minimum initial and subsequent contribution amounts, as described in the Disclosure Statement. If I am establishing ACH contributions through my bank account, I authorize Ascensus to initiate credit/debit entries (and to initiate, if necessary, debit/credit entries and adjustments for credit/debit entries made in error) to my bank account.

4. **Designation of Beneficiary; Change of Beneficiary.** The Account Owner will name a single Beneficiary for each Account on the Enrollment Form. Accounts opened by an agency or instrumentality of a state or local government, or tax-exempt organization as defined in the Code to fund scholarships may be established without naming a Beneficiary. The Account Owner may change the Beneficiary of an Account without adverse federal income tax consequences in accordance with the terms set forth in the Disclosure Statement. To change a Beneficiary, the Account Owner may go online, contact us by phone, or mail the appropriate form to the Plan. The change will be effective when the Program Manager has received and processed the appropriate form. A change of Beneficiary will result in the assignment of a new Account number.

5. **Investment Options.** The Plan has established several Investment Options for the investment of assets in the Account. Your Account will be established by the Program Manager so that contributions are automatically allocated to the Investment Option(s) selected on the Enrollment Form. Initial and subsequent contributions to your Account will be invested in accordance with the Investment Options(s) selected, and allocations chosen, by you, as described in the Disclosure Statement, and Units of the Portfolio(s) (or any successor Portfolio(s)) selected will be allocated to your Account. Each Portfolio will invest in mutual funds or other investment vehicles approved by the Board. Except for the Savings Portfolio which offers FDIC insurance on a pass-through basis, the Portfolios are not insured or guaranteed by the FDIC, the State of Idaho, the Board, the Trust, any other government agency, the Program Manager, its affiliates, or subcontractors, or any third party.

6. **Withdrawals from Accounts; Termination of Accounts.** You may direct withdrawals from your Account or terminate your Account at any time subject to the Plan's procedures (as described in the Disclosure Statement) and any fees, penalties, and additional tax that may be applicable as described below and in the Disclosure Statement or as required by the Enabling Legislation or Section 529.

   (a) **Withdrawals from Accounts.** You may direct withdrawals from your Account following the Program Manager's acceptance of your request (whether initiated online, by phone or by mailing the appropriate form) and any additional information or documentation required by the Plan.

   (b) **Tax on Non-Qualified Withdrawals.** Non-Qualified Withdrawals will be subject to all applicable federal and state taxes on earnings, including the Federal Penalty Tax as described in the Disclosure Statement.

**(c) Termination of Accounts.** The Board or the Account Owner may terminate an Account, and the Board may terminate the Plan, in accordance with the Enabling Legislation and Section 529, and/or any applicable rules at any time. If the Board or the Program Manager finds that the Account Owner or a Beneficiary has provided false or misleading information to the Board, the Program Manager, or a third party with respect to an Account, the Board may take such action permitted by the Enabling Legislation such as termination of the Account and withdrawal of the Account balance. Upon termination of your Account, the Account balance will be distributed to you and contributions and all earnings thereon will be subject to all applicable federal and state taxes or penalties on Non-Qualified Withdrawals.

***7.*** **Account Owner's Representations.** You represent and agree as follows:

(a) I have received the Disclosure Statement, the Participation Agreement, and any additional information provided to me by the Plan Officials with respect to the Trust or the Plan. I have carefully reviewed and understand the Disclosure Statement, including, without limitation, the discussion of risks in the Disclosure Statement under the heading "Risks of Investing in the Plan." I agree that the Disclosure Statement and my Enrollment Form are incorporated by reference herein. In making my decision to open an Account and enter into this Participation Agreement, I have not relied upon any representations or other information, whether written or oral, other than as set forth in the Disclosure Statement and this Participation Agreement.

(b) I UNDERSTAND THAT (i) THE VALUE OF AN ACCOUNT WILL INCREASE OR DECREASE BASED ON THE INVESTMENT PERFORMANCE OF THE PORTFOLIO(S) IN WHICH CONTRIBUTIONS TO THE ACCOUNT HAVE BEEN ALLOCATED AND THE FUNDS IN WHICH THEY INVEST OR SUCH OTHER FUNDS, SECURITIES, OR INVESTMENTS SELECTED BY THE BOARD; (ii) THE VALUE OF AN ACCOUNT MAY BE MORE OR LESS THAN THE AMOUNT CONTRIBUTED TO THE ACCOUNT; (iii) ALL CONTRIBUTIONS TO AN ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING THE RISK OF LOSS OF ALL OR PART OF THE CONTRIBUTIONS AND ANY RETURN OR INTEREST EARNED THEREON, EXCEPT FOR CONTRIBUTIONS TO THE SAVINGS PORTFOLIO TO THE EXTENT OF AVAILABLE FDIC INSURANCE; AND (iv) THE VALUE OF THE ACCOUNT MAY NOT BE ADEQUATE TO FUND ACTUAL HIGHER EDUCATION EXPENSES. I ACKNOWLEDGE THAT THERE IS NO GUARANTEE OF A RATE OF INTEREST OR RETURN ON ANY ACCOUNT. I UNDERSTAND THAT THE INTENDED TAX ADVANTAGES FOR THE ACCOUNT MAY BE NEGATIVELY AFFECTED BY FUTURE CHANGES IN TAX LAWS, REGULATIONS, OR RULES. NEITHER THE BOARD, THE STATE OF IDAHO, NOR THE PROGRAM MANAGER, ITS AFFILIATES, AND SUBCONTRACTORS INSURES ANY ACCOUNT OR GUARANTEES ANY RATE OF RETURN OR ANY INTEREST RATE ON ANY CONTRIBUTION, AND NONE OF THE AFOREMENTIONED SHALL BE LIABLE FOR ANY LOSS INCURRED BY ANY PERSON AS A RESULT OF PARTICIPATING IN THE PLAN.

(c) I understand that: (i) the state(s) in which I live or pay taxes may offer a Section 529 college savings plan; (ii) the Section 529 college savings plan(s) and those state(s) may offer me state income tax or other benefits not available through the Plan;(iii) there are other education savings and investment alternatives designed to provide prepaid tuition or educational expenses; and (iv) I may want to consult with a qualified tax advisor regarding the state tax consequences of investing in the Plan.

(d) I understand that once invested in a particular Investment Option, contributions and any earnings may only be transferred to another Investment Option up to two times per calendar year or upon a change of Beneficiary. Except as otherwise permitted under Section 529 or the Enabling Legislation, all investment decisions for the Investment Option(s) and assets in each Account once a particular Investment Option is selected will be made by the Plan. I understand that only the Board will have the authority to make decisions concerning the Funds and the selection of the Program Manager. I understand that any Portfolio or Investment Option may at any time be merged, terminated, reorganized, or cease accepting new contributions, and any such action affecting a Portfolio or Investment Option may result in contributions being reinvested in a Portfolio or Investment Option different from the Portfolio or Investment Option in which contributions were originally invested.

(e) With respect to each Investment Option except for the Savings Portfolio, I understand and acknowledge that neither my contributions nor investment returns so allocated to my Account are guaranteed or insured by any person or entity. I understand that there is no guarantee that the Plan's investment objectives will be achieved.

(f) I understand that although I own Units in a Portfolio, I do not have a direct beneficial interest in the mutual funds or other Funds approved by the Board from time to time, and, therefore, I do not have the rights of an owner or shareholder of such mutual funds or Funds. I further understand that I received no advice or investment recommendation from, or on behalf of, the State of Idaho, the Board, the Plan, or the Program Manager, its affiliates, or subcontractors.

(g) I agree that each contribution to the Account shall constitute my representation that each contribution (together with the current Account and all other Accounts of which I am aware that have been established under the Plan for the same Beneficiary) will not cause the aggregate balances in such Accounts to exceed the amount reasonably believed by me to be necessary to provide for the Beneficiary's future Qualified Higher Education Expenses, and in any event will not cause such aggregate balances to exceed the Maximum Account Balance then in effect. I understand that the Maximum Account Balance does not apply to Accounts maintained for a scholarship program by a state or local government (or agency or instrumentality) or tax-exempt organization as defined in the Code.

(h) I understand that I am solely responsible for determining which Section 529 qualified tuition program is best suited to my needs and objectives. I understand that each of the Investment Options within the Plan may not be suitable, and that the Plan may not be suitable, for all investors as a means of saving and

investing for higher education costs. I have determined that an investment in the Plan is a suitable investment for me as a means of saving for the Qualified Expenses of the Beneficiary of my Account.

(i) I certify that all of the information that I provided in the Enrollment Form and any other documentation subsequently furnished in connection with the opening or maintenance of, or any withdrawals from, the Account is and shall be accurate and complete, and I agree to notify the Board or the Program Manager promptly of any material changes in such information.

(j) I understand that participation in the Plan does not guarantee that any Beneficiary: (i) will be admitted as a student to any Eligible Educational Institution; (ii) if accepted, will be permitted to continue as a student; (iii) will graduate from any educational institution; (iv) will be treated as a state resident of any state for tuition purposes; or (v) will achieve any particular treatment under applicable federal or state financial aid programs. Further, I understand that participation in the Plan does not guarantee Idaho in-state tuition rates at Idaho state schools.

(k) I will not use an Account as collateral for any loan, and agree that any attempted use of an Account as collateral for a loan shall be void.

(l) I will not assign or transfer any interest in any Account except as permitted by Section 529 or the Enabling Legislation, any regulations issued thereunder, or the Board, and agree that any attempted assignment or transfer of such an interest shall be void. Notwithstanding the foregoing, I understand that I may designate a Successor Account Owner to whom the Account will
be assigned in the event of my death. Accounts registered as trust accounts may not designate a Successor Account Owner.

(m) I understand that the Plan will not lend money or other assets to any Account Owner or Beneficiary.

(n) I understand that the Plan is established and maintained pursuant to the Enabling Legislation and is intended to qualify for treatment as a qualified tuition program within the meaning of Section 529. The Enabling Legislation and Section 529 are subject to change and neither the Board nor the Program Manager makes any representations that either the Enabling Legislation or Section 529 regulations, rules, notices, or other guidance issued thereunder will not be changed or repealed, or that the terms and conditions of the Plan will remain as currently described in the Disclosure Statement and this Participation Agreement.

(o) If I am establishing an Account as an individual, I certify that I am a natural person at least 18 years of age and a citizen or a resident of the United States of America. I further certify that I have the requisite authority to enter into this Participation Agreement and to open an Account on behalf of the Beneficiary.

(p) I also certify that the person named Beneficiary of the Account is a citizen or a resident of the United States of America.

(q) I understand that any contributions credited to my Account will be deemed by the Board and the Program Manager to have been received from me and that any contributions by third parties may result in adverse tax
or other consequences to me or such third parties.

(r) I agree and acknowledge that included in the Fees and Expenses section of the Disclosure Statement include investment management fees and other expenses charged by each of the mutual funds or other Funds in which Portfolio assets are invested.

(s) I understand that I am opening this Account to provide funds for Qualified Expenses of the Beneficiary of the Account.

(t) I understand that the Board or the Program Manager may ask me to provide additional documentation that may be required by applicable law, or the Disclosure Statement, and I agree to promptly comply with any such requests for additional documents.

(u) I understand that purchases and sales of Units held in my Account may be confirmed to me on periodic Account statements in lieu of an immediate confirmation.

(v) I agree that I have been given an opportunity, within a reasonable time prior to my execution of the Enrollment Form, to ask questions of representatives of the Program Manager and to receive satisfactory answers concerning: (i) my participation in the Plan; (ii) the terms and conditions governing the Plan; (iii) the particular Investment Options that are available for the Beneficiary of the Account; (iv) the Disclosure Statement, the Participation Agreement, and the Trust Declaration; (v) the applicable fees and expenses charged in connection with the Plan; and (vi) my ability to obtain such additional information necessary to verify the accuracy of any information furnished.

(w) I understand that Plan assets may be allocated among equity funds, fixed income funds, cash management funds, and other investments.

(x) If I am establishing an Account as a Custodian for a minor under UGMA/UTMA, I understand and agree that I assume responsibility for any adverse consequences resulting from the establishment, maintenance, or termination of the Account.

(y) If I am establishing an Account on behalf of a government entity, corporation, association, partnership or other entity, I represent that I have the authority to enter into, and bind such entity to, this Participation Agreement and open an Account in the Plan for the benefit of the Beneficiary.

(z) If I am establishing an Account as a trustee for a trust, I represent that: (i) the trustee is the Account Owner; (ii) the individual executing this Participation Agreement is duly authorized to act as trustee for the trust; (iii) the Disclosure Statement may not discuss tax consequences and other aspects of the Plan of particular relevance to the trust and individuals having an interest therein; and (iv) the trustee, for the benefit of the trust, has consulted with and relied on a professional advisor, as deemed appropriate by the trustee, before becoming an Account Owner.

aa) I understand that tax laws are subject to change, and that any such change may have adverse tax and other consequences to me.

bb) I understand that no part of my participation in the Plan will be considered to be a provision of an investment advisory service by the Trust, the Board, the Program Manager, its affiliates, or subcontractors.

cc) I understand that Ascensus and Vanguard, to the extent permitted by applicable law, may direct mailings to me or my Beneficiary regarding products or services other than the Plan.

dd) I, indemnify and hold harmless the Plan Officials from and against any and all loss, damage, liability, penalty, tax, or expense, including costs of reasonable attorneys' fees, to which they incur by reason of, or in connection with, any misstatement or misrepresentation that is made by me or my Beneficiary, any breach by me of this Participation Agreement, the Trust Declaration, or the Disclosure Statement, or any failure by me to fulfill any covenants or agreements in the Trust Declaration or the Disclosure Statement, and this Participation Agreement.

ee) The Plan Officials, individually and collectively, are not liable for a failure of IDeal to qualify or to remain a Qualified Tuition Program under the Code including any subsequent loss of favorable tax treatment under state or federal law; any loss of funds contributed to my Account; or the denial to me of a perceived tax or other benefit under IDeal, the Trust Declaration, or the Enrollment Form.

ff) I understand that the Program Manager has the right to provide a financial professional identified by me to IDeal with access to financial and other information regarding my Account. I acknowledge the Program Manager may terminate my financial professional's authority to access my Account at IDeal's discretion.

8. **Fees and Expenses.** The Account is subject to the fees and expenses to pay for the costs of managing and administering the Plan as described in the Disclosure Statement.

9. **Necessity of Qualification.** The Plan intends to qualify for favorable federal tax treatment under Section 529. Because this qualification is vital to the Plan, the Board may modify the Plan or amend this Participation Agreement at any time if the Board decides that the change is needed to meet the requirements of Section 529 or the regulations administered by the IRS pursuant to Section 529 or Idaho law to ensure the proper administration of the Plan.

10. **Reports.** The Program Manager will send you periodic statements of your Account. The Program Manager will provide tax reporting as required by applicable law. If you do not promptly write to the Program Manager to object to a statement or report, you will be considered to have approved it and to have released the Board, the Trust, and the Program Manager from all responsibility for matters covered by the report. You agree to provide all information the Board or the Program Manager may need to comply with any legal reporting requirements. You will continue to be responsible for filing your federal tax return and any other reports required of you by law.

11. **Amendment and Termination.** The Board may from time to time amend the Plan, the Disclosure Statement, the Participation Agreement, and may suspend or terminate the Plan by giving you written notice (which amendment shall be effective upon the date specified in the notice), but the contributions you have made to the Plan may not thereby be diverted from the exclusive benefit of you and your Beneficiary. Nothing contained in the Disclosure Statement or this Participation Agreement, is an agreement or representation by the Board, the Trust, Program Manager, its affiliates or subcontractors, or any other person that it will continue to maintain the Plan indefinitely.

    A termination of the Plan or this Participation Agreement by the Board or the Trust may result in a Non-Qualified Withdrawal for which tax and penalties may be assessed. No provision of this Participation Agreement can be amended or waived except in writing signed by an authorized representative of the Board.

    My statements, representations, warranties, and covenants in this Participation Agreement will survive the termination of my Account.

12. **Effective Date; Incorporation of Application.** This Participation Agreement shall become effective between the Board and you upon the first deposit to your Account or the acceptance of your properly completed Enrollment Form by the Program Manager by and on behalf of the Board, whichever occurs first, subject to the Board's right to reject the Enrollment Form if, in processing the Enrollment Form, it is determined that the Enrollment Form has not been fully and properly completed.

13. **Applicable Law.** This Participation Agreement is governed by the laws of Idaho without regard to its conflicts of law principles.

14. **Extraordinary Events.** The Plan Officials shall not be liable for any loss, failure or delay in performance of each of their obligations related to your Account or any diminution in the value of your Account arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control in the event of Force Majeure.

15. **Severability.** In the event that any clause, provision, or portion of this Participation Agreement is found to be invalid, illegal, void, or unenforceable by reason of any law, rule, administrative order, or judicial decision of a court of competent jurisdiction, that clause or portion will be severed from this Participation Agreement and the remainder shall continue in full force and effect as if such clause or portion had never been included.

16. **Disputes.** All decisions and interpretations by the Board and the Program Manager in connection with the operation of the Plan shall be final and binding upon you, the Beneficiary, and any other person affected thereby. Any claim by you against the State of Idaho, the Board, the Trust, the Plan, or any of their respective affiliates or their officers, employees, or agents, pursuant to this Participation Agreement or the Plan shall be made solely against the assets of the Plan. If you have a substantial interest affected by a decision of the Board, you may appeal to the Board in writing in accordance with the Board's procedures. The Board shall review the documentation and other submissions and make a determination within sixty (60) days. The Board's appeal determination shall be in writing and returned to the appellant. All appeal decisions of the Board shall be final.

17. **Class Actions.**

    **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein to this Participation Agreement.**

18. **Lawsuits Involving Your Account.** You hereby submit (on behalf of yourself and your Beneficiary) to the exclusive jurisdiction of courts in Idaho for all legal proceedings arising out of or relating to this Participation Agreement. Any expense incurred by the Board or the Program Manager in any legal proceedings involving your Account, including attorney's fees and expenses, are chargeable to your Account and payable by you or your Beneficiary if not paid from your Account.

19. **Binding Nature.** This Participation Agreement shall be binding upon the parties and their respective heirs, successors, beneficiaries, and permitted assigns. You agree that all of your representations and obligations under this Participation Agreement shall inure to the benefit of the Board and the Program Manager, all of whom can rely upon and enforce your representations and obligations contained in this Participation Agreement.

# Summary of Plan Rules

| | |
|---|---|
| **Age Requirements** | |
| Account Owner | An Account Owner must be at least age 18 and have a valid Social Security number or taxpayer identification number. |
| Beneficiary | A Beneficiary may be of any age and must have a valid Social Security number or taxpayer identification number. |
| Successor Account Owner | A Successor Account Owner must be at least age 18 and have a valid Social Security number or taxpayer identification number. |
| **Dollar Amounts** | |
| Maximum Account Balance | IDeal will accept contributions until all Account balances for the same Beneficiary reach $500,000. |
| Minimum Contribution | Initial Contribution: $25 ($15 for payroll direct deposit); Subsequent Contribution: $25 ($15 for payroll direct deposit) |
| Idaho State Income Tax Deduction | Idaho taxpayers receive a maximum $6,000 income tax deduction per individual taxpayer ($12,000 married and filing jointly) from their State adjusted gross income annually for contributions to IDeal. |
| Maximum Gift Without Incurring Federal Gift Tax | A person can contribute $16,000 ($32,000 if filing jointly) each year for the benefit of one beneficiary without incurring gift tax liability, or up to $80,000 ($160,000 if filing jointly) in one year if a five-year election is made. |
| **Movement of Funds** | |
| Contributions | Anyone can contribute to an Account regardless of who owns the Account. However, only the Account Owner can control how money is invested and used. |
| Withdrawals | An Account Owner may request a withdrawal of funds from his or her Account anytime. Withdrawals may only be sent to the Account Owner, the Beneficiary, or an Eligible Educational Institution. |
| Rollovers | Assets in a 529 Plan account may be rolled over to another 529 Plan account once every 12 months for the same Beneficiary to avoid federal income tax consequences. A Rollover from a 529 Plan to another 529 Plan must be contributed within 60 days of the withdrawal to avoid federal tax consequences. For more details, see **Part VIII. Federal and State Tax Treatment – Rollovers,** on page 47.<br><br>Rollovers out of the Plan by Idaho taxpayers must be included in Idaho taxable income to the extent of contributions made during the 12 months prior to the rollover. For more details, see **Part VIII. Federal and State Tax Treatment – State Tax Treatment – Rollovers Out of Plan,** on page 48. |
| Investment Options Changes | The Investment Option on an existing Account may be changed up to two times per calendar year for each Beneficiary or anytime in connection with a change of the Beneficiary.<br><br>Additional restrictions apply to transfers out of the Interest Accumulation Portfolio, and such additional restrictions may operate to limit an Account Owner's ability to change Investment Options for the applicable Account within the same calendar year. See **Part IV. Risks of Investing in the Plan – Equity Wash Rule** on page 33. |
| Transfer to Another Beneficiary | Some or all of the funds in an Account may be transferred from one Beneficiary to another as long as the new Beneficiary is a "Member of the Family" of the previous Beneficiary. |
| Refunds | Refunds from Eligible Educational Institutions must be recontributed to a 529 Plan account for the same Beneficiary within 60 days of the date of the refund to avoid federal income tax and the Federal Penalty Tax. |
| **Deadlines** | |
| Idaho State Income Tax Deduction | Contributions generally need to be made by December 31 to receive the Idaho state income tax deduction for that calendar year. For details on how the Plan treats year-end contributions by U.S. mail and EFT, see **Part VIII. Federal and State Tax Treatment — State Tax Treatment — Idaho Tax Deduction Contribution Deadlines** on page 48. |

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Investment returns will vary depending upon the performance of the Portfolios you choose. Except to the extent of FDIC insurance available for the Savings Portfolio, you could lose all or a portion of your money by investing in IDeal, depending on market conditions. Account Owners assume all investment risks as well as responsibility for any federal and state tax consequences.

Upromise is an optional program offered by Upromise, Inc., is separate from IDeal, and is not affiliated with the State of Idaho. Terms and conditions apply to the Upromise Service. Participating companies, contribution levels, and terms and conditions are subject to change at any time without notice.

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**Not FDIC-Insured (except for the Savings Portfolio). No State or Federal Guarantee. May Lose Value.**

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