OLD NATIONAL BANCORP

EMPLOYEE STOCK OWNERSHIP AND SAVINGS PLAN

SUMMARY PLAN DESCRIPTION JANUARY 2022

010-9315-5230/5/AMERICAS

INTRODUCTION

To the Employees of Old National Bancorp and Affiliated Employers:

This booklet contains a summary of the Old National Bancorp Employee Stock Ownership and Savings Plan as amended and restated generally effective as of January 1, 2014 (the "Plan").

The Plan provides employees of Old National Bancorp (the "Company") and any related organizations who participate in the Plan an opportunity to share in the growth and prosperity of the Company, accumulate capital for their future economic security and acquire beneficial stock ownership interests in the Company. The Company and any related organizations that participate in the Plan are each referred to as an "Employer."

Key features of the Plan are:

- You can contribute part of your salary to the 401(k) portion of the Plan (the "401(k) Account") by making "401(k)" or "compensation deferral" contributions, on a pre-tax basis, thereby delaying federal and state income tax on those amounts, or on a post-tax basis (Roth or after-tax contributions).
- (b) The Employers may make contributions to the employee stock ownership portion of the Plan (the "ESOP Account"), either in the form of cash or in Company stock. If cash is contributed, it may be used to purchase Company stock directly from the Company or its shareholders, or to make payments on one or more ESOP loans used for that purpose.
- (c) The ESOP Account enables "participants" to acquire beneficial stock ownership interests in the Company without requiring any cash outlay or surrendering any rights.
- (d) Contributions (other than Roth and after-tax contributions) and earnings in the Plan are not subject to federal and state taxes until distributed.

Like most retirement plans, the Plan may seem to be somewhat complicated. However, through this summary, we have tried to explain the Plan as simply as possible. We urge all participants to carefully review this summary and to feel free to ask any questions about its content or to obtain additional information from the Company or the Pension and Profit Sharing Committee (the "Committee").

This summary is intended to describe the material provisions of the Plan. If there is a discrepancy between this summary and the Plan, the provision of the Plan will control.

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PLAN FACTS

| Company: | Old National Bancorp |
|--|---|
| Address: | P.O. Box 718 Evansville, Indiana 47705 |
| Plan Name: | Old National Bancorp Employee Stock Ownership and Savings Plan |
| Type of Plan: | Employee Stock Ownership Plan and 401(k) Profit Sharing Plan |
| Plan Year: | January 1 – December 31 |
| Employer Identification Number (EIN): | 35-1539838 |
| Plan Number: | 002 |
| Plan Administrator: | The Pension and Profit Sharing Committee c/o Old National Bancorp P.O. Box 718 Evansville, Indiana 47705 |
| Business Telephone: | (812) 468-7895 |
| Trustee: | Great-West Trust Company. LLC 8515 East Orchard Road Greenwood Village, CO 80111 |
| Business Telephone: | (877) 694-4015 |
| Agent for Service of Legal Process: | The Plan Administrator or Trustee |
| Human Resources Benefits Department | P.O. Box 718 Evansville, Indiana 47705 (812) 468-7895 |

PLAN ADMINISTRATION

The Company is responsible for the administration and management of the Plan. The Board of Directors has appointed the Pension and Profit Sharing Committee to act as its agent in performing these duties. The Committee is the "Plan Administrator" and "named fiduciary" of the Plan and manages the operation of the Plan, including giving directions concerning all payments from the Plan. The Company has also entered into a trust agreement with Great-West Trust Company (the "Trustee"). The Trustee will receive, invest and distribute the assets of the Plan as directed by the Company or the Committee. The Trustee also has responsibility for investing all assets held under the 401(k) Account at the direction of Plan participants.

ACCESSING YOUR ACCOUNT

If, at any time, you want to access your Account for inquiry or to make changes to options, you may go to <u>www.onbretirement.com</u> or call 1-844-465-4455-. You will need your social security number and a password for the website or a PIN (Personal Identification Number) for the voice response system to access your data. If you do not remember your password, click "Forgot your Password" on the website or talk to a counselor to reset your PIN.

AMOUNT OF BENEFIT

Your Plan benefit will be based on the balance accumulated in your ESOP and 401(k) Accounts during your years of employment with the Employers. Thus, the benefit you will receive will depend on the following factors:

- (a) The amount of your compensation deferral contributions, and catch-up contributions, if any;
- (b) The amount of Employer contributions made on your behalf during your employment with the Employers;
- (c) The value of Company stock contributed to the Plan or purchased with contributions;
- (d) Your annual compensation and years of service with the Employers;
- (e) The amount of any after-tax or Roth contributions;
- (f) Any rollover or direct transfer contributions that you make to the Plan; and
- (g) The investment gains and losses attributable to your ESOP and 401(k) Accounts.

PARTICIPATION

Eligibility Requirements

You will become a participant in the Plan on the first day of any month which coincides with or next follows the date you satisfy the following requirements:

- (a) You complete one month of service (measured from your first day of employment);
- (b) You are a covered employee only if you are classified by your Employer as an employee of the Employer (regardless of whether you are later determined to be a common-law employee of an Employer), <u>unless</u> you are employed in a unit of employees subject to a collective bargaining agreement under which retirement benefits were negotiated in good faith, a leased employee, an independent contractor, a temporary or a technical employee.

Your first day of employment is the first day on which you perform an hour of service for an Employer. An "hour of service" generally is:

- (a) Each hour you are paid or are entitled to be paid for work done for an Employer; and
- (b) Each hour for which you are entitled to payment, though you perform no work for any Employer. This includes vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or paid leave of absence, and maternity/paternity leave (but not more than 501 hours in any continuous period during which you do no work for the Employer).

Inactive Status

If you leave employment after you become a participant but do not receive a complete distribution of your Plan benefit or if you are no longer classified as a covered employee you will become an "inactive participant." You will also be considered an inactive participant if you are the beneficiary of a deceased participant. As an inactive participant, you will be treated as a participant for all purposes of the Plan except that:

- (a) You will not be permitted to make compensation deferral, catch-up or rollover contributions, nor will you share in any matching contributions, safe harbor matching contributions or profit sharing contributions, except as provided in the Plan; and
- (b) If you are the beneficiary of a deceased participant, you may not designate a beneficiary to receive your Plan benefit if you die before receiving all benefits due you. The benefit will be paid to your estate.

<u>Reemployment</u>

If you become an inactive participant, you will again become an active participant upon your return to status or rehire as a covered employee.

If you terminate employment before you become a participant and are later rehired, you will become a participant when you satisfy the eligibility requirements, as previously described in this section.

CONTRIBUTIONS AND ALLOCATIONS

Compensation Deferral Contributions

While you are a participant, you can make "compensation deferral contributions" to your 401(k) Account by making a compensation deferral election. You can defer not less than one percent or, effective January 1, 2021, more than 85 percent of your compensation. You can increase, reduce or discontinue your compensation deferral contributions at any time. The increase, reduction or discontinuance will be effective as soon as administratively feasible following the receipt of your new compensation deferral election.

Effective January 1, 2022, if you are a participant contributing less than 5% of your pay and do not make a new compensation deferral election by April 1 of each year or you become eligible to participate in the Plan and do not make a compensation deferral election, you will be treated as automatically electing to defer 5 percent of your compensation. Unless you subsequently make an affirmative deferral election, you will be treated the following year as having elected to defer 6 percent of your compensation. This annual 1 percent increase will continue each year until your deferral election is 10 percent or, if earlier, the date you make an affirmative deferral election. You may change or stop this automatic deferral election at any time by going to www.myonbretirement.com or by calling 1-844-465-4455.

Catch-Up Contributions

In the Plan Year in which you attain age 50 and in all later Plan Years, you can also make "catch-up contributions" to your 401(k) Account. You may only make catch-up contributions if you have elected to make compensation deferral contributions in an amount equal to the lesser of the Plan limitation described above (85 percent of your compensation) or the maximum dollar amount of compensation deferral contributions allowed for that calendar year (\$20,500 in 2022). The maximum catch-up contribution is \$6,500 for 2022. For future years, these dollar amounts will be indexed for cost-of-living in \$500 increments. You may, but you do not need to, make a separate election to make catch-up contributions.

The compensation you elect to defer on a pre-tax basis will not be included in your income reported to the federal government for income tax purposes. You will pay *employment* taxes on deferral contributions when your contributions are made and will pay *income* tax on your pre-tax deferral contributions when they are distributed to you.

Roth (Post-Tax) Compensation Deferral Contributions.

You will also be able to designate some or all of your compensation deferral and catch-up contributions as Roth (post-tax) contributions. Once you designate the contribution as a Roth contribution, you may not change that designation for amounts withheld before you change your election. You will pay employment and income taxes on the Roth compensation deferral contributions when your contributions are made. Generally, you will not pay tax on the Roth contributions when they are withdrawn from your Account. You will pay tax on the earnings on your Roth contributions when you withdraw your Roth 401(k) Contribution Account from the Plan unless the withdrawal is a "qualified distribution" or the distribution is rolled to a Roth account under another qualified plan or a Roth IRA. A qualified distribution is one that is both:

- (a) made after you have had a Roth 401(k) Contribution Account in the Plan for at least five calendar years or have directly rolled a Roth account from another qualified plan into this Plan and the account has been in effect for at least five calendar years; and
- (b) made on or after the date on which you attain age 59½, die or incur a total and permanent disability.

The Roth 401(k) Contribution Account will be a sub-account of the Compensation Deferral Contribution Account and will be distributable at the same time and in the same manner as your Compensation Deferral Contribution Account.

In-Plan Roth Rollovers

Beginning January 1, 2021, if you are eligible to receive a distribution from certain subaccounts of your 401(k) Account, you may be permitted to roll some or all of that amount back into the Plan to an In-Plan Roth Rollover Contribution Account. In addition, even if you are not yet eligible for a distribution, you can transfer amounts from one or more of these sub-accounts to your In-Plan Roth Transfer Account if you are fully vested in the amount you are transferring. Amounts transferred to your In-Plan Roth Transfer Account will be treated as taxable income to you at the time of the transfer, even though the amounts transferred remain in the Plan. You may not transfer amounts held in a Roth account to an In-Plan Roth Rollover Contribution Account or an In-Plan Roth Transfer Account.

In-Plan Roth Rollover Contribution Accounts and In-Plan Roth Transfer Accounts are subject to the same rules as Roth 401(k) Contribution Accounts. Please contact Empower at 844-465-4455 if you would like additional information about in-plan Roth rollovers or in-plan Roth transfers.

After-Tax Contributions

Beginning January 1, 2021, you may make after-tax contributions to your Account. These contributions will be held in a New After-Tax Account, a sub-account of your 401(k) Account. The amount you contribute will be treated as taxable income to you at the time of the contribution.

In contrast to Roth Contributions, earnings generated on After-Tax contributions are taxed as ordinary income at the time of distribution even if the distribution is a qualified distribution.

Safe Harbor Matching Contributions

Prior to April 1, 2010, each Plan Year the Employers contributed an amount designated as a safe harbor matching contribution to your Account. These contributions were suspended as of April 1, 2010. Effective as of January 1, 2022, the Employers will reinstate and begin making safe harbor matching contributions to your Account which will match 100 percent of your compensation deferral contributions not to exceed five percent of your total compensation.

Matching Contributions

Each Plan Year, your Employer may contribute to your Account an amount designated as a "matching contribution" that will match a portion of your compensation deferral contributions. Any matching contributions will be made to the 401(k) or ESOP Accounts (as determined by the Company) of participants who made compensation deferral contributions.

Profit Sharing Contributions

In addition to matching contributions, each Plan Year your Employer may contribute to the ESOP Account an amount designated as a "profit sharing contribution." The amount of any profit sharing contribution will be determined by your Employer in its sole discretion. Profit sharing contributions are made as of the last day of the Plan Year to the ESOP Accounts of participants who are employed on that day and who, during the course of the Plan Year, completed 1,000 hours of service, or retired, died or became disabled. These contributions will be allocated in the proportion your compensation bears to the total compensation of all participants eligible to share in the contribution.

Profit sharing contributions are normally invested primarily in Company stock; however, the Employers may also make cash contributions that will not immediately be invested in Company Stock. The ESOP may also use these contributions to make payments on an ESOP loan. Payments on an ESOP loan cause shares of Company stock to be released from the "ESOP loan suspense account" and allocated to your ESOP Account.

Compensation

In general, your "compensation" for purposes of the Plan is your basic compensation from your Employer, including regular pay, overtime, paid hours not worked, holiday pay, vacation pay, sick pay, jury duty pay, bereavement pay, short term disability, commissions, bonuses (other than holiday bonuses) and incentive pay and any amount that would have been included in your basic compensation except that you contributed it to this Plan, to a Code Section 125 plan ("cafeteria plan") or other qualified plan allowing the deferral of income.

Compensation does not include any amount paid to you when you are not participating in the Plan except certain payments of regular compensation made to you by the later of: (i) the end of the Plan Year in which you terminated employment; or (ii) $2\frac{1}{2}$ months after your termination

of employment, but only if the compensation would have otherwise been paid to you if you continued employment. In addition, your annual compensation taken into account for determining all benefits provided under the Plan for any Plan Year will not exceed \$305,000. (This amount is indexed periodically for cost of living increases).

Rollover Contributions

As a participant or covered employee you may at any time contribute to your 401(k) Account all or any part of a distribution that is eligible for tax-free rollover from a qualified plan or IRA (excluding after-tax contributions other than Roth contributions). However, any distribution that is not directly rolled over to the 401(k) Account in a "direct rollover" must be contributed within 60 days of receipt. Please contact the Committee for further details as this type of contribution is subject to rules and procedures established by the Committee. Rollover contributions will be accounted for separately and will be fully vested and nonforfeitable at all times. Rollover contributions will be paid in accordance with the Plan's distribution provisions (see the section of this summary entitled "Distribution of Benefits").

Annual Dollar Limit on Compensation Deferral Contributions

As noted above under "Compensation Deferral Contributions" and "Catch-Up Contributions," federal law limits your compensation deferral (and catch-up) contributions to your 401(k) Account (and to all 401(k) and similar plans in which you participate). For 2022, the limit on compensation deferral contributions is \$20,500; the limit on catch-up contributions is \$6,500. (These amounts are indexed periodically for cost of living increases.)

If your compensation deferral contributions reach the annual dollar limit during a calendar year, the Committee will take the following steps:

- (a) Your compensation deferral contributions will be stopped.
- (b) If your 401(k) Account contains any contributions in excess of the limit, the excess will be distributed to you no later than the April 15 following the end of the calendar year in which the excess arose. You must report this excess amount as part of your gross income on your IRS Form 1040 for the year in which the excess was contributed to the Plan.

The excess amount distributed to you will also include any earnings on the excess through the end of the calendar year of the excess. The earnings allocable to the excess amount are includible in your gross income for the year in which they are distributed to you.

(c) If you participate in more than one 401(k) or similar type of plan, the Committee may not be aware that your total contributions to all of the plans in which you participated have exceeded the annual limit. Therefore, you should keep track of your compensation deferral contributions to all plans to ensure that you do not exceed the limit. If your compensation deferral contributions to another plan, when added to your contributions to your 401(k) Account in this Plan, will exceed the annual dollar limit for any year, please contact the Committee.

If you participate in more than one 401(k) or similar type of plan during the year and your compensation deferral contributions do exceed the limit, you may request to withdraw all or part of the excess from this Plan. To do this, you must notify Empower at 1-844-465-4455 by March 1 of the year following the year in which the excess occurred and request that the excess be distributed to you by April 15. The notice must include:

- (a) The amount of the excess you wish to withdraw from this Plan (not to exceed the amount of compensation deferral contributions you actually made under the Plan during the year).
- (b) The names of the other 401(k) or similar plans to which you made compensation deferral contributions and the amount of your contributions to each plan.
- (c) A signed statement to the effect that if the amount requested is not distributed to you, then this amount, when added to all other compensation deferral contributions made on your behalf for the year, will exceed the annual limit.

If your request is late or does not contain all the required information, it cannot be honored by the Committee. If you do not withdraw the excess by the April 15 following the year in which the excess occurred, you will be taxed on this amount *twice*; once in the year in which the excess occurred and again when the excess is actually distributed to you from this Plan. Finally, the IRS requires that any matching contributions made on account of your excess contributions will be forfeited.

PARTICIPANTS' ACCOUNTS

The Committee will establish and maintain an Account in your name to reflect your benefits under the Plan. Your ESOP Account and 401(k) Account will be adjusted each day the U.S. securities markets are open. The adjustments will be made for the following events:

- (a) Payments from the Plan to you or your beneficiary.
- (b) Contributions to the Plan on your behalf, as previously described in this summary.
- (c) Investment gains (or losses) on your Account.
- (d) Any administrative fees charged against your Account (fees may be charged on an individual basis, such as for administration of qualified domestic relations orders, or as a percentage of Plan assets; contact Empower for more information).

The Committee may maintain any "sub-account" it deems necessary. The sub-accounts are discussed further below, but in general, the sub-accounts are as follows:

401(k) Account

- (a) Compensation Deferral Contribution Account
- (b) Matching Contribution Account
- (c) Safe Harbor Matching Contribution Account
- (d) ESOP Diversification Account
- (e) Rollover Contribution Account
- (f) Prior Plan Account (reflecting compensation deferral, matching and profit sharing contributions transferred to the Plan from any plan which was merged into the Plan prior to December 31, 1997 plus earnings on those contributions)
- (g) After-Tax Contribution Account (reflecting after-tax contributions transferred to the Plan from any plan which was merged into the Plan prior to December 31, 1997 plus earnings on those contributions)
- (h) In-Plan Roth Rollover Contribution Account
- (i) In-Plan Roth Transfer Account
- (j) New After-Tax Account (reflecting after-tax contributions to the Plan on or after January 1, 2021)

ESOP Account

- (a) Company Stock Account
- (b) Other Investments Account

401(k) Account

Your 401(k) Account will be credited with contributions made by you and on your behalf to the 401(k) Account and your share of the net income (or loss) attributable to those contributions. For example, your compensation deferral contributions will be credited to your Compensation Deferral Contribution Account and earnings (or losses) on compensation deferral contributions will be credited (or debited) to the Compensation Deferral Contribution Account. Your 401(k) Account will be debited for any payment to you or your beneficiary.

You are allowed to "diversify" a portion of your ESOP Account at any time by requesting a portion of the Company stock in your ESOP Account be liquidated and the cash proceeds transferred to your ESOP Diversification Account, which is a sub-account of your 401(k) Account.

ESOP Account

Within your ESOP Account, you will have a Company Stock Account and an Other Investments Account. Several factors may affect the value of your ESOP Account. However, because the principal asset in your Company Stock Account is Company stock, the value of that Account will reflect the value of the Company. Thus, the value of your Company Stock Account may fluctuate from year to year.

Company Stock Accounts

Your Company Stock Account consists of the following sub-accounts: (a) "profit sharing contribution-stock account," (b) "safe harbor matching contribution-stock account," (c) "matching contribution-stock account," and (d) "ESOP dividend-stock account."

Your profit sharing contribution-stock account is credited with your allocable share of Company stock attributable to profit sharing contributions.

Your safe harbor matching contribution-stock account is credited with your allocable share of Company stock attributable to safe harbor matching contributions made to the ESOP Account.

Your matching contribution-stock account is credited with your allocable share of Company stock attributable to matching contributions made to the ESOP Account.

Your ESOP dividend-stock account is credited with your allocable share of Company stock purchased with cash dividends paid on shares of Company stock in your ESOP Account, pursuant to your election as described in the "Dividend Reinvestment" section below.

Other Investments Accounts

The subaccounts under your Other Investment Account are credited with the Employer's cash contributions to the ESOP component of the Plan. Your Other Investments Account will consist of the following sub-accounts: (a) "profit sharing contribution-cash account," (b) "safe harbor matching contribution-cash account," (c) "matching contribution-cash account" and (d) "ESOP dividend-cash account."

Your profit sharing contribution-cash account is credited with your allocable share of (i) cash contributed to the ESOP Account by your Employer as a profit sharing contribution which is not invested in Company stock; and (ii) the net income (or loss) of the trust attributable to your profit sharing contribution-cash account.

Your safe harbor matching contribution-cash account is credited with your allocable share of (i) cash contributed to the ESOP Account by your Employer as a safe harbor matching contribution which is not invested in Company stock; and (ii) the net income (or loss) of the trust attributable to your safe harbor matching contribution-cash account.

Your matching contribution-cash account is credited with your allocable share of (i) cash contributed to the ESOP Account by your Employer as a matching contribution which is not

invested in Company stock; and (ii) the net income (or loss) of trust attributable to your matching contribution-cash account.

Your ESOP dividend-cash account is credited with your allocable share of cash dividends on Company stock in your ESOP Account that have not yet been reinvested in Company Stock, pursuant to your election as described in the "Dividend Reinvestment" section below.

Maximum Allocations

The maximum contributions and forfeitures which can be allocated to your Plan Account each Plan Year are limited by law to the <u>lesser</u> of 100 percent of your compensation or \$61,000 (\$67,500 if you are age 50 or older) for 2022 and thereafter as adjusted by the IRS to reflect changes in the law and increases in the cost of living. We do not expect that you will be affected by these limits; however, if this does happen, we will notify you.

CASH DIVIDENDS ON COMPANY STOCK

As determined by the Committee, cash dividends on Company stock held by your ESOP Account may be (i) distributed to you in cash at your election or (as discussed below under "Dividend Reinvestment"), paid to your ESOP Account and reinvested in Company stock; or (ii) allocated to your Other Investments Account.

DIVIDEND REINVESTMENT

You may elect that the cash dividends on Company stock held in your ESOP Account be paid to you instead of being paid to the ESOP Account and used by the Trustee to purchase additional shares of Company stock for your Account. Dividends paid to you will be taxable to you in the year paid. Your dividend reinvestment election will remain in effect for dividend record dates that occur after the election is made until you revoke it. You may change your election at any time; your change will be effective for any cash dividend with a record date that is after your change is made. If you do not timely submit an election at www.onbretirement.com, you will be deemed to have elected to have the dividends reinvested in Company stock.

To assist you in making your election, the Company will provide you with the same information it provides to its shareholders. This will include the Company's annual and quarterly reports and notices of shareholder meetings.

The shares of Company stock to be credited to your Company Stock Account will be either purchased by the Trustee on the open market or acquired from Company Stock Accounts of other participants that are scheduled to be liquidated for payment of cash distributions or for diversification. The per share price used to credit shares of Company stock to your Company Stock Account will be:

(a) If all shares are purchased by the Trustee on the open market, the weighted average purchase price of all shares purchased to satisfy the demand for additional shares caused by the elections for dividend reinvestment, plus applicable brokerage fees and commissions.

- (b) If all shares are acquired from Company Stock Accounts, the closing price of Company stock as reported on the New York Stock Exchange on the trading day before the shares are acquired.
- (c) If shares are purchased on the open market <u>and</u> acquired from Company Stock Accounts, the weighted average price of all shares acquired based on the prices in (a) and (b) above.

After the price of the shares has been determined, the number of shares of Company stock that will be added to your Company Stock Account will be the number of whole and fractional shares that represent 100 percent of the cash dividend that would have been distributed to you in cash if you had not elected dividend reinvestment.

INVESTMENT OF YOUR ACCOUNT

You may direct the investment of your 401(k) Account among any of the investment funds provided under the Plan. You may also transfer amounts from one investment fund to another. Your election to invest your 401(k) Account, to change the investment direction of future contributions or to transfer amounts from one investment fund to another must be made by going to <u>www.myonbretirement.com</u> or calling 1-844-465-4455-. The Committee has adopted rules and procedures for the investment of amounts for which no elections are received.

Your 401(k) Account is intended to satisfy Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Plan fiduciaries are therefore required to provide you with information which is adequate to enable you to make informed decisions with respect to investments. Plan fiduciaries are relieved from liability for investments that you make. For further information regarding a description of the investment funds available and the procedures for investing among them, go to <u>www.myonbretirement.com</u> or call 1-844-465-4455.

VESTING

The term "vested" defines that part of your Plan Account that cannot be forfeited even if you quit or are discharged. If you terminate employment on or after January 1, 2006, you will always be 100% vested in all of your Plan Accounts. If you terminated employment prior to January 1, 2006, your vested percentage is determined under the vesting schedule in place at your termination.

DISTRIBUTION OF BENEFITS

Eligibility for Distribution

You or your beneficiary (in the event of your death) may receive all of your vested Account balances on your termination of employment with all of the Employers for any reason.

Timing of Distributions

Payment will be made as soon as administratively feasible following the receipt of your application for benefits. If you submit an application, the law requires that payments begin no later than 60 days after the latest of (i) the end of the Plan Year in which you terminate employment; (ii) the end of the Plan Year in which you reach normal retirement age (age 65) or (iii) the date on which the amount of the payment can be determined by the Committee.

You have at least 30 days (but no more than 180 days) after you receive a benefit payment form and a special tax notice to make your application. You may waive the 30-day period so that your payment may be made or begin to be made as soon as administratively feasible following receipt of your completed application. If your vested Plan Account balance is \$5,000 or less, you must make an election within 30 days or your Account will be paid as described in the following section.

If you are reemployed by an Employer before your Account is paid, the payment will be deferred until you again terminate employment and are eligible to receive a distribution.

Accounts of \$5,000 or Less

If the vested balance of all of your Plan Accounts is \$1,000 or less on the date of distribution, your Account will be distributed as soon as practicable in a single sum payment. If you don't make a rollover election, the vested balance will be paid to you in cash. If your vested Account balance exceeds \$1,000 but does not exceed \$5,000, and you do not elect to have the distribution paid directly to an eligible retirement plan in a "direct rollover" or to receive the distribution directly, then the Committee will pay the distribution in a direct rollover to an individual retirement account. However, if the benefit is payable to your surviving spouse, beneficiary or alternate payee, the benefit will be paid in cash directly to such payee subject to the payee's rollover election.

Accounts of More than \$5,000

If the vested balance of all of your Plan Accounts is greater than \$5,000 on the date of distribution, you may choose to take a distribution in a single sum or defer payment of your benefits, but not beyond age $70\frac{1}{2}$ or, for Participants who turn $70\frac{1}{2}$ after December 31, 2019, beyond age 72.

Minimum Required Distributions

By law, your distribution must be made on or before April 1 of the calendar year that follows the calendar year in which you attain age $70\frac{1}{2}$ (or, if you turn $70\frac{1}{2}$ after December 31, 2019, the calendar year in which you attain age 72) or the calendar year in which you retire, whichever is later. If you are a five percent owner, your distribution must be made on or before April 1 of the calendar year that follows the calendar year in which you attain age $70\frac{1}{2}$ (or, if you turn $70\frac{1}{2}$ after December 31, 2019, the calendar year in which you attain age $70\frac{1}{2}$ (or, if you turn $70\frac{1}{2}$ after December 31, 2019, the calendar year in which you attain age 72), regardless of your employment status.

As a result of the CARES Act, enacted in response to the coronavirus, you are not required to receive a minimum required distribution in 2020 (or in 2021 for the 2020 calendar year) unless you elect to receive it. Required distributions resume for the 2021 calendar year.

Designation of Beneficiary

You have the right to designate, in writing, one or more beneficiaries to receive your Plan Account on your death. If you are married, your spouse will be your "beneficiary." If you wish to designate a beneficiary other than your spouse, you may do so. However, your spouse must consent to the alternate beneficiary designation in writing. Any spousal consent signature must be witnessed by a Committee member or a Notary Public.

If you do not designate a beneficiary, or if your designated beneficiary does not survive you, your Accounts will be paid to your estate. If your beneficiary survives you but dies before your Plan Accounts have been completely distributed, any remaining benefits will be paid to your beneficiary's estate.

Property Distributed

On termination of your employment, whether by reason of retirement, death or for other reasons, distribution of your vested Account balance under the ESOP Account may be made in whole shares of Company stock or in cash. At least 30 days before the date specified by the Committee for commencement of your distribution, you or your beneficiary will be notified by the Committee of the right to request that all of the distribution be made in whole shares of Company stock, except for cash in lieu of fractional shares. If you or your beneficiary exercise this right, the balance in your Other Investments Account, to the extent necessary to comply with the request, will be used to acquire whole shares of Company stock for distribution at the fair market value of the Company stock as of the most recent accounting date preceding the date of distribution, with the value of fractional shares distributed in cash. If you or your beneficiary do not exercise the right to receive your benefit in Company stock, distribution of your vested Account will be made in whole shares of Company stock or in cash, or partly in shares of Company stock and partly in cash, as determined by the Committee.

Hardship Withdrawals

You may withdraw the compensation deferral contributions and catch-up contributions (excluding earnings) you have made to the Plan in the event of a hardship if the withdrawal is made to meet an immediate and heavy financial need.

The following are the only financial needs considered immediate and heavy:

- (a) Medical expenses incurred or to be incurred by you, your spouse, or your dependents;
- (b) The purchase (excluding mortgage payments) of your principal residence;

- (c) The payment of tuition and related educational fees and room and board for the next 12 months of post-secondary education for you, your spouse, or your dependents;
- (d) The need to prevent your eviction from, or a foreclosure on the mortgage of, your principal residence;
- (e) Funeral and burial expenses for your spouse, your parent, your child, or your dependent; and
- (f) Expenses for the repair of damage to your principal residence.

The amount of the financial need may include any amount necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

In-Service Withdrawals

Prior to your termination of employment, you may withdraw part or all of the balance of your Account subject to the following:

- (a) You may withdraw 100% of your Account on or after age $59\frac{1}{2}$.
- (b) You may withdraw part or all of your After-Tax Contribution Account (which would hold balances that originated from a previous plan) and your New After-Tax Account at any time.
- (c) You may withdraw part or all of your Rollover Contribution Account at any time.

Coronavirus-related Distribution

If you meet the criteria related to coronavirus listed below, you may be able to receive a distribution of up to \$100,000 between March 27, 2020 and December 31, 2020. The 10% early distribution tax that normally applies to distributions taken before age $59\frac{1}{2}$ is waived for any coronavirus-related distribution. You qualify for a coronavirus-related distribution in the following circumstances:

- (a) You have received a diagnosis of COVID-19 by a test approved by the Centers for Disease Control (the "CDC");
- (b) A spouse or dependent has received a diagnosis of COVID-19 by a test approved by the CDC; or
- (c) You, your spouse or a dependent experience adverse financial consequences due to COVID-19 as a result of:
 - i. a reduction in pay (or self-employment income);

- ii. being quarantined;
- iii. being furloughed;
- iv. being laid off;
- v. having work hours reduced;
- vi. being unable to work due to the lack of childcare;
- vii. the closing or reduction in hours of a business that you, your spouse, or a dependent own or operate; or
- viii. having a job offer rescinded or start date for a job delayed due to COVID-19.

A coronavirus-related distribution may be included in income over a three-year period, starting with the year you receive your distribution. You also have the option to repay the distribution amount, in whole or in part, to your Account, another qualified plan or individual retirement account within three years after the date you receive your distribution so that you will not owe federal income tax on the distribution.

Participant Loans

Under certain circumstances, you can borrow money from the Plan. The Committee or its designee has the sole discretion to grant or deny requests for loans. Loans must usually be repaid within five years in substantially equal payments and must bear a reasonable rate of interest as established by the Committee (prime rate plus $1\frac{3}{4}\%$). The Committee may allow you to repay the loan over a period longer than five years, but no longer than ten years, if you are using the proceeds to purchase your primary residence. The maximum amount of any loan is the lesser of:

- (a) \$50,000, reduced by the excess (if any) of:
 - (i) Your highest outstanding loan balance during the one-year period ending on the day before the date the loan is made, over
 - (ii) The outstanding loan balance on the date the loan is made; or
- (b) 50 percent of your 401(k) Account (excluding the ESOP Diversification Accounts).

To receive a loan, you must make application in the manner required by the Committee. Only three applications may be filed in any 12-month period. Go to <u>www.myonbretirement.com</u> or call 1-844-465-4455 for more information on obtaining a loan from the Plan. There is a \$50 set-up fee for loans. If you meet the criteria for a coronavirus-related distribution described in the Coronavirusrelated Distribution section, you may elect to delay loan payments due between March 27, 2020 and December 31, 2020 for one year. In this situation, your subsequent repayment amounts will be adjusted to reflect the delay and any interest on the loan accrued during the delay.

<u>Direct Rollovers</u>

In general, distributions from the Plan are eligible for "direct rollover." Some distributions, such as minimum required distributions or hardship distributions, as described above, are not eligible. Before paying your Plan benefit, the Committee will provide you or your beneficiary with forms on which, in lieu of receiving payment directly, you or your beneficiary can elect to directly roll over an eligible distribution to a traditional IRA, a Roth IRA or to an eligible employer plan in which you or your spouse beneficiaries). Your payment cannot be rolled over to a Simple IRA or a Coverdell Education Savings Account (formerly known as an "educational IRA"). An "eligible employer plan" includes a plan qualified under Section 401(a) of the Internal Revenue, Code, including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, and money purchase plan; a Section 403(a) annuity plan; a Section 403(b) tax-sheltered annuity and an eligible Section 457(b) plan maintained by a governmental employer ("governmental 457 plan"). Beneficiaries other than spouses may only directly roll over to an inherited IRA.

If You Choose a Direct Rollover

- (a) Your payment will be made directly to an IRA or Roth IRA of your choice or to the eligible employer plan.
- (b) Unless you roll over to a Roth IRA, your payment will not be taxed and no income tax will be withheld. Instead, your payment will be taxed later, when you withdraw it from the traditional IRA or the qualified plan. If you rollover your payment to a Roth IRA, it will be taxed in the year rolled over, but no income tax will be withheld, nor will it be subject to the ten percent early withdrawal penalty.

For example, if your payment is \$10,000 and you choose a direct rollover of the entire amount, the Plan will pay the \$10,000 directly to the IRA or eligible employer plan. No taxes will be withheld and, unless you roll it over to a Roth IRA, you will not owe any income tax on the \$10,000 until you later take it out of the traditional IRA or eligible employer plan.

If You Choose to Have Your Benefit Paid to You

(a) You will only receive 80 percent of your benefit (unless the payment is in Company stock). This is because the Trustee is required to withhold 20 percent of the payment and send it to the IRS as income tax withholding. The amount withheld is credited against taxes owed when you file your annual tax return. The 20 percent withholding is not an additional tax.

- (b) For example, if your payment is \$10,000 and you choose to have it paid to you, \$8,000 will be paid because the Trustee must withhold \$2,000 as income tax. However, when you prepare your income tax return, you will report the full \$10,000 as a payment from the Plan to you. The \$2,000 will be reported as income tax withheld, and it will be credited against any income tax you owe for the year.
- (c) If you receive your payment before age 59¹/₂, you may also have to pay ten percent penalty tax unless you meet one of the exceptions provided under the law. This tax is not withheld at the time the payment is made, but instead must be added to your taxes when you file your annual tax return.
- (d) You may roll over all or a portion of any payment paid directly to you to an IRA or an eligible employer plan. However, the rollover must be made within 60 days of your receipt of the payment. You will not be taxed on the amount rolled over until you withdraw it from the IRA or the eligible employer plan unless the amount is rolled over to a Roth IRA. If you want to roll over 100 percent of the payment, you will have to supply additional money to replace the 20 percent that was withheld. If you only rollover the 80 percent you received, you will be taxed on the 20 percent that was withheld but was not rolled over.
- (e) For example, your payment is \$10,000 and you choose to have it paid to you. You will receive \$8,000; \$2,000 will be paid to the IRS as income tax withholding. Within 60 days of receiving the \$8,000, you may roll over the entire \$10,000 to an IRA or another eligible employer plan. To do this, you roll over the \$8,000 you received from the Plan, and you will have to find \$2,000 from other sources (your savings, a loan, etc.). In this case, the entire \$10,000 is not taxed (unless it is rolled over to a Roth IRA) until you take it out of the IRA or eligible employer plan. If you roll over the entire \$10,000, the \$2,000 withheld will be credited against any income tax you owe for the year.
- (f) On the other hand, if you roll over only \$8,000, the \$2,000 you did not roll over is taxed currently. When you file your income tax return, the \$2,000 withheld will be credited against any income tax you owe for the year.
- (g) You may have part of your payment paid to you and part paid directly to an IRA or Roth IRA or an eligible employer plan. However, the portion paid as a direct rollover must equal at least \$500; the portion paid to you will be subject to 20 percent withholding. In addition, if the taxable amount of your payment is \$500 or less, you may not divide the payment.

The Committee will provide you with general information on your payment options, tax consequences and direct rollover rights when you request a distribution. However, you should consult your tax and financial advisors regarding your personal circumstances prior to making a choice of the method of distribution.

VOTING COMPANY STOCK

You are entitled to direct the Trustee in confidence to vote the shares of Company stock allocated to your Company Stock Account with respect to all matters on which those shares are entitled to be voted. The Trustee will, as directed by the Committee, vote shares of Company stock for which no instructions have been received, shares with respect to which instructions were not received in a timely or proper manner and shares which have not been allocated to Company Stock Accounts. The Committee will instruct the Trustee to vote those shares in the same proportion as the shares are voted by participants who have properly instructed the Committee.

DIVERSIFICATION OF COMPANY STOCK ACCOUNT

You may diversify up to 100 percent of your ESOP Account. Upon making your election, the Company stock and other investments in your ESOP Account will be liquidated and transferred to your ESOP Diversification Accounts, where you may direct the investment of the transferred funds to any of the investment funds available under the 401(k) Account.

ADMINISTRATIVE POWERS RELATING TO PAYMENTS

If you (or your beneficiary) are under a legal disability, because of illness or mental or physical disability, and in the opinion of the Committee, are unable to properly attend to personal financial matters, the Committee may direct the Trustee to make the payment of your benefits to you or your beneficiary's legal representative or to a relative or friend or other person specified by the Committee. Any payment made under this provision of the Plan will be in complete discharge of the Company's obligations to you under the Plan.

QUALIFIED DOMESTIC RELATIONS ORDER

The Committee is required to pay your obligations under a court order relating to child support, alimony or marital property rights if it is a "qualified domestic relations order" ("QDRO"). A QDRO is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your Plan Accounts to your spouse, former spouse, child or other dependent. If such an order is received by the Committee, all or a portion of your benefits will be used to satisfy the obligation. You may obtain, without charge, the procedures governing qualified domestic relations orders from the Committee.

You will receive a written notice from the Committee if such an order is received. The Plan will pay benefits under a QDRO to the "alternate payee" named in the QDRO to the extent required by the order. The Plan permits a current distribution of the amount awarded pursuant to a QDRO.

PLAN AMENDMENT AND TERMINATION

The Company has the right to amend the Plan at any time. However, no amendment will decrease your vested Plan Accounts (determined as of the date of the amendment), cause discrimination in favor of highly compensated employees or authorize Plan assets to be used for any purpose other than for the exclusive benefit of participants and their beneficiaries.

While it is intended that the Plan will continue indefinitely, future conditions affecting the Company cannot be anticipated. The Company has the right to terminate the Plan or to permanently discontinue making contributions at any time. If this happens, all participants' Accounts would become fully vested and nonforfeitable. The value of the Accounts will be determined as of the effective date of the termination and paid as provided in the Plan at that time. Each participant's Account will be adjusted proportionately to reflect any charges or fees resulting from the termination of the Plan before Accounts are paid out.

NO GUARANTEE

Neither the Trustee, the Committee nor any Employer in any way guarantees the Plan from loss, nor do they guarantee the payment of any benefits which may become due to any person from the Plan funds. No provision of the Plan gives any participant, former participant or beneficiary an interest in any specific part of the Plan funds or any other interest except the right to receive benefits out of the Plan funds in accordance with the provisions of the Plan and the trust.

DUTY TO FURNISH INFORMATION AND DOCUMENTS

You and your beneficiary must furnish to the Committee and the Trustee such information as the Committee considers necessary to administer the Plan. All parties who claim any interest under the Plan must perform any and all acts and execute any and all documents and papers necessary for carrying out the Plan. Failure to do so may result in a loss of benefits or a delay in payment.

NO ENLARGEMENT OF EMPLOYMENT RIGHTS

Nothing contained in the Plan or this summary is to be construed as a contract of employment between an Employer and any person, nor can the Plan be deemed to give any person the right to be retained in the employ of an Employer, or limit the right of an Employer to employ or discharge or discipline any employee.

ACCOUNT STATEMENT

After the end of each calendar quarter and at any other time the Committee deems necessary, you will be provided with a statement or access to a statement reflecting the status of your Account as of that date.

PARTICIPANT FEES

The Plan may impose fees on your Account to defray the cost of administering the Plan. The Committee can provide you with more information on these fees.

CLAIMS AND REVIEW PROCEDURES

Although you do not need to file a formal claim to receive your benefit, you may submit a written claim to the Committee or seek a review of the determination by the Committee on your

Plan benefit. The Committee will provide you or your beneficiary a full and fair review of your request.

If a claim for benefits by you or your beneficiary is denied, either in whole or in part, the Committee will let the claimant know in writing within 90 days. If special circumstances require an extension of time for processing the claim, the Committee will let the claimant know of the extension, which cannot exceed 90 additional days for any benefit.

If the claimant does not hear anything from the Committee within 90 days, the claimant may treat the claim as if it had been denied. A notice of a denial of claim:

- (a) will refer to a specific reason or reasons for the denial of the claim;
- (b) will have specific references to the Plan provisions upon which the denial is based;
- (c) will describe any additional material or information necessary for the claimant to perfect the claim and explain why such material or information is necessary; and
- (d) will have an explanation of the Plan's review procedure.

The claimant will have 60 days after the date of the denial to ask for a review and a hearing by written request filed with the Committee. During this time, the claimant may review pertinent documents and may submit issues and comments in writing. The Committee will have another 60 days in which to consider the claimant's request for review. If special circumstances require an extension of time for processing, the Committee may have an additional 60 days to answer the claimant. The claimant will receive a written notice if the extra days are needed. The claimant may submit in writing any document, issues and comments he or she may wish. The decision of the Committee will tell the claimant the specific reasons for its actions, and refer the claimant to the specific Plan provisions upon which its decision is based.

TOP-HEAVY PROVISIONS

For any Plan Year in which the Plan is determined to be "top-heavy," you will receive a contribution which is at least equal to the minimum amount required by the Code. These top-heavy rules will apply to you only if you accrue at least one hour of service after the Plan becomes top-heavy. A "top-heavy plan" essentially is a plan where the Account balances of all "key employees" (as that term is defined in the Code) exceed 60 percent of the Account balances of all participants. We do not anticipate that the Plan will ever be top-heavy. However, if this occurs, you will be notified.

BENEFIT INSURANCE

This Plan is a "defined contribution plan"; as such, no coverage of Plan benefits is provided by the Pension Benefit Guaranty Corporation, a federal agency that insures certain types of benefits.

ELECTRONIC DELIVERY

This Summary Plan Description and other important Plan information may be delivered to you through electronic means. This Summary Plan Description contains important information concerning your rights and benefits of the Plan. If you receive this Summary Plan Description (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Committee. The electronic version of this document contains substantially the same style, format and content as the paper version.

PARTICIPANT RIGHTS

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that you (or your beneficiary) can:

- (a) Examine, without charge, at your Employer's office, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description by submitting a written request to the Committee. The Committee may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a vested right to your Plan benefits and, if so, what your vested benefits are now. If you do not have a vested right to benefits, the statement will tell you how many more years you must work to obtain a vested right. This statement must be requested in writing and is not required to be given more than once a year. The Committee must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your Plan benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to learn why this was done, to obtain copies of documents relating to the decision without charge, and to appeal that denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Committee and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee or the Company to provide the materials and pay you up to \$110 a day until you receive the materials, unless they were not sent because of reasons beyond the control of the Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Committee's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FMLA AND USERRA

The Plan is operated in compliance with the Family and Medical Leave Act of 1993 (FMLA) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Please contact the Committee if you have questions regarding these rules.

CAUTION

This summary contains a general description of the more important provisions of the Plan as in effect on January 1, 2022. The Plan document, as adopted by the Company, is the only legally governing instrument. This summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan. The summary explains some of the usual circumstances applicable to many Plan participants and employees, but does not cover unusual circumstances.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights you may have under the Plan are created solely by the written Plan document which the Company has adopted and which you may examine upon request. This Summary Plan Description is only a summary and any differences between this summary and the Plan document will be decided in favor of the Plan document.