1st NATIONAL BANK

Bank your best.™

New Account

APPLICATION

ACCOUNT INFORMATION

Account Number

Date

Existing Port #

Premier Advantage Promo ☐

Account Title

Account Type

Account Ownership

☐ **Trust - Separate Agreement:**

☐ **Revocable Trust** OR ☐ **Pay-On-Death**

Emergency Contact

Account Types

18 - Secure Checking	10 - IOLTA	6 - Ohio Homebuyer Plus
2 - Simple, Senior, Student	CD - Certificate of Deposit	
1 - 1st Checking	5 - Money Market	
16 - Simple Business	2S - Regular	
11 - Business Checking	M - Minor	
19 - HSA	4 - Christmas Club	
17 - Business Interest	9 - Business Savings	

Account Ownerships

I	- Individual	NFP	- Not for Profit
JWROS	- Joint with Survivorship (not as Tenants in Common)	PP	- Partnership
JNS	- Joint No Survivorship	LLC	- Limited Liability Company
PROP	- Sole Proprietorship		
C	- Corporation		

Name & Address of Beneficiaries

ACCOUNT OWNER INFORMATION

		Primary Account Owner	Joint Account	Joint Account
	Name			
	Tax ID #			
	Address			
	City			
	State			
	Zip Code			
	DOB			
	Email			
	Home #			
	Business #			
	Previous Bank			
Driver's License	License #	STATE / NUMBER	STATE / NUMBER	STATE / NUMBER
Driver's License	Issue Date			
Driver's License	Expire Date			
Employer Info	Name & Occupation			
Employer Info	Address			

PLEASE READ AND SIGN BELOW. We rely on every statement you have made in this document. You certify that all statements are correct and authorize us to check your credit record and statements made to us on this document. You agree that this document will remain our property and accept the terms of any agreement covering the accounts you open with us, including those set forth on page 2. YOU FURTHER CERTIFY UNDER PENALTY OF PURGERY THAT THE SOCIAL SECURITY NUMBERS/TAXPER IDENTIFICATION NUMBERS PROVIDED BY YOU TO USE ARE CORRECT AND THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING UNDER THE INTERNAL REVENUE CODE. You understand that any 24-Hour Banking Card issued to you by 1st National Bank and must be surrendered upon demand. You agree not to carry your secret code with your card and that it is your responsibility to maintain the confidentiality of your secret code to prevent unauthorized use. All correspondence and statements will be mailed to Primary Account owner's address. Anyone who signs this document or a signature regardless of any designation as to survivorship rights or the absence of such designation. The undersigned also acknowledge(s) receipt of these disclosures: Funds Availability, Electronic Funds Transfer, Truth-in-Savings and Privacy. One signature is required for withdrawal unless otherwise noted on this document. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHOLDING.

SIGNATURES			
Chexsystems			

BRANCH ______ OPENED BY ______ DATE ______

Member FDIC
EQUAL HOUSING LENDER

1st NATIONAL BANK
Bank your best.™

New Account
APPLICATION

ACCOUNT INFORMATION

Account Number

Date

Existing Port #

Premier Advantage Promo ☐

Account Title

Account Type

Account Ownership

☐ **Trust - Separate Agreement:**

☐ **Revocable Trust** OR ☐ **Pay-On-Death**

Emergency Contact

Account Types

18 - Secure Checking	10 - IOLTA	6 - Ohio Homebuyer Plus
2 - Simple, Senior, Student	CD - Certificate of Deposit	
1 - 1st Checking	5 - Money Market	
16 - Simple Business	2S - Regular	
11 - Business Checking	M - Minor	
19 - HSA	4 - Christmas Club	
17 - Business Interest	9 - Business Savings	

Account Ownerships

I - Individual	NFP - Not for Profit
JWROS - Joint with Survivorship (not as Tenants in Common)	PP - Partnership
JNS - Joint No Survivorship	LLC - Limited Liability Company
PROP - Sole Proprietorship	
C - Corporation	

Name & Address of Beneficiaries

ACCOUNT OWNER INFORMATION

		Primary Account Owner	Joint Account	Joint Account
	Name			
	Tax ID #			
	Address			
	City			
	State			
	Zip Code			
	DOB			
	Email			
	Home #			
	Business #			
	Previous Bank			
Driver's License	License #	STATE / NUMBER	STATE / NUMBER	STATE / NUMBER
Driver's License	Issue Date			
Driver's License	Expire Date			
Employer Info	Name & Occupation			
Employer Info	Address			

PLEASE READ AND SIGN BELOW. We rely on every statement you have made in this document. You certify that all statements are correct and authorize us to check your credit record and statements made to us on this document. You agree that this document will remain our property and accept the terms of any agreement covering the accounts you open with us, including those set forth on page 2. YOU FURTHER CERTIFY UNDER PENALTY OF PURGERY THAT THE SOCIAL SECURITY NUMBERS/TAXPER IDENTIFICATION NUMBERS PROVIDED BY YOU TO USE ARE CORRECT AND THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING UNDER THE INTERNAL REVENUE CODE. You understand that any 24-Hour Banking Card issued to you by 1st National Bank and must be surrendered upon demand. You agree not to carry your secret code with your card and that it is your responsibility to maintain the confidentiality of your secret code to prevent unauthorized use. All correspondence and statements will be mailed to Primary Account owner's address. Anyone who signs this document or a signature regardless of any designation as to survivorship rights or the absence of such designation. The undersigned also acknowledge(s) receipt of these disclosures: Funds Availability, Electronic Funds Transfer, Truth-in-Savings and Privacy. One signature is required for withdrawal unless otherwise noted on this document. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHOLDING.

SIGNATURES			
Chexsystems			

BRANCH ______ OPENED BY ______ DATE ______

Member FDIC

OHIO HOMEBUYER PLUS
A SAVINGS PLAN FOR OHIOANS

ACCOUNT APPLICATION

The Financial Institution Officer must complete the Ohio Homebuyer Plus savings account application with the help of the prospective account participant ("Applicant"). Once complete, the Financial Institution Officer will enter the application information into TOS Touchpoint portal. The Treasurer's office will notify the Financial Institution once the application is approved.

FINANCIAL INSTITUTION INFORMATION

FI NAME: 1st National Bank	FDIC **OR** NCUA CERTIFICATE NUMBER: 06646

APPLICANT INFORMATION

☐ NEW ACCOUNT (Applicant's first account)

☐ ACCOUNT-TO-ACCOUNT TRANSFER (Applicant is moving to a new Financial Institution)

NAME OF PRIOR FINANCIAL INSTITUTION:

APPLICANT

FIRST NAME:	MIDDLE NAME (Optional):	LAST NAME:

DATE OF BIRTH: (Must be 18 years old at the time of application) MONTH DAY YEAR

SOCIAL SECURITY NUMBER **OR** INDIVIDUAL TAX ID NUMBER: ☐ SSN ☐ ITIN

APPLICANT PRIMARY ADDRESS (CANNOT BE PO BOX AND MUST BE IN OHIO)

STREET ADDRESS LINE 1:

STREET ADDRESS LINE 2:

CITY:	STATE:	ZIP CODE:	COUNTY:

APPLICANT MAILING ADDRESS (IF DIFFERENT THAN PRIMARY ADDRESS)

STREET ADDRESS LINE 1:

STREET ADDRESS LINE 2:

CITY:	STATE:	ZIP CODE:

EXPECTED OPENING DEPOSIT

INITIAL DEPOSIT AMOUNT:

CERTFICATION STATEMENT

☑ The Applicant hereby certifies 1) they are over 18 years of age, 2) they are a resident of the State of Ohio, 3) the funds in their Ohio Homebuyer Plus account shall be used exclusively for eligible program home purchase costs, 4) they shall hold not more than one Ohio Homebuyer Plus account at any one time except as allowed in the Ohio Homebuyer Plus Participation Statement, 5) they have reviewed the Ohio Homebuyer Plus Participation Statement and will comply with all its provisions and requirements, and 6) they have not knowingly made any false statements or provided false information.

☑ The Applicant certifies they will notify the Financial Institution if they no longer meet these Certification Statements.

SIGNATURE OF APPLICANT:

X	DATE:

THE SEAL OF THE TREASURER OF THE STATE OF OHIO

YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in the document should be construed so that the singular includes the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent.
Page 1 will show whether this account is a consumer or business account. A consumer is a natural person who holds an account primarily for personal, family or household purposes.
LIABILITY - Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.
DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Unless otherwise disclosed, interest on non-consumer accounts will be paid only on collected funds, subject to minimum balance or other limitations, if any. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.
WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement. or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed buy us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.
ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.
OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Ownership -** For all personal deposit accounts including checking, savings and Certificates of Deposit, unless otherwise requested and indicated on the account opening form. Anyone who signs a signature card shall be deemed an owner or co-owner of the account. **Multiple Account Owners -** where one or more persons sign such account(s), the account shall be deemed a joint owner with rights of survivorship. **Individual Account -** is owned by one person. **Joint Account - No Survivorship (As Tenants In Common) -** is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account -** if two or more of you create such an account, you own the account jointly with survivorship. beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such as beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit any time. **Corporate, Partnership, Limited Liability Company and other Organizational Accounts -** We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organizations. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.
STOP-PAYMENTS - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balances personally or by mail. Notice from us to any one of you is notice to all of you.
STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged by the wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.
You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.
DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.
TEMPORARY ACCOUNT AGREEMENT - If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.
SET-OFF - You each agree that we may (without prior notice and when permitted by law) set off the funds in this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set-off.
FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.
AUTHORIZED SIGNER (Individual Accounts Only) - An authorized signer is someone you designate to conduct transactions on your behalf, but does not have any ownership or rights at death unless named as a Pay-On-Death or Revocable Trust beneficiary.
UNCLAIMED FUNDS - Any money or right to money you have in this account or matured time deposit will become unclaimed funds under Ohio Revised Code Chapter 169 if, according to our records, for five years you do not make a deposit or withdrawal, correspond with us regarding this account, transact business with us or otherwise indicate an interest or knowledge of the funds.
NIGHT DEPOSITORY AGREEMENT - By signing this signature card, you agree to allow 1st National Bank associates to process any and all deposits that are found in a 1st National Bank owned night depository. You also acknowledge that 1st National Bank employee's have no way to distinguish what account owners have placed in the night depository. Deposits made using night depositories will be processed the following business day and are subject to Regulation CC delayed availability. You assume full responsibility for any loss or damage to night depository deposits.
Savings Clause – If any provision of these terms and conditions or the application thereof shall, to any extent, be invalid or unenforceable, it shall have no effect on any of the other terms and conditions, which shall remain fully valid and enforceable.
JURY WAIVER – THE PARTIES WAIVE TRIAL BY JURY IN THE EVENT OF ANY ACTION, CLAIM, PROCEEDING, OR COUNTERCLAIM, WHETHER JUDICIAL, CIVIL, ADMINISTRATIVE, OR OTHERWISE, BROUGHT BY EITHER PARTY RELATED TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP.
CLASS ACTION WAIVER – YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.
Governing Law and Venue – This Agreement and the parties' and relationship shall be governed by and construed in accordance with the laws of the State of Ohio. The parties stipulate and agree that in any litigation arising out of the parties' contract or relationship, the exclusive venue and jurisdiction shall be with the Lebanon Municipal Court and the Warren County Common Pleas Court.

1st NATIONAL BANK
Bank your best.™

ADDITIONAL SERVICES
SIGN-UP

ACCOUNT HOLDER INFORMATION

	Primary Account Owner	Joint Account	Joint Account
Name			
DOB			

Street Address

City **State** **Zip**

Primary Account

Additional Accounts **Port**

Email Address **Phone**

ADDITIONAL SERVICES REQUESTED

☐ **eStatements** By checking the eStatement box and signing below, I am certifying that I have read, understood, and agree with the enclosed eStatement agreement.

- ☐ Please send to email address listed above
- ☐ Please send to the following alternate email address listed below.
- ☐ Password (Last 4 of you Social Security Number or EIN)

☐ **Debit Card**

- ☐ Include Business name on Card(s) ☐ Send to address listed above
- ☐ Please send to the following branch
- ☐ Owners/Signers to order cards for ☐ ☐ ☐

☐ **Checks** Business customers, please see www.deluxe.com to order your checks. **Names on Checks** ☐ ☐ ☐

- ☐ Senior Checks (50+)
- ☐ Check description
- ☐ Check starting #

SIGNATURES DATE

BY DATE

Member FDIC

1st NATIONAL BANK
Bank your best.™

eStatements

APPLICATION

Please complete the following application to receive your 1st National Bank statements, notices, and disclosures associated with your account electronically, instead of by U.S. Mail.

ACCOUNT HOLDER INFORMATION

Account Holder Name
(*Please Use Capital*)

Account Type
(*Choose all that apply*)

☐ **Checking Account**

Account Number : ____________________

☐ **Savings Account**

Account Number : ____________________

☐ **Certificate of Deposit (CD)**

Account Number : ____________________

☐ **Loan**

Loan Number : ____________________

Email Address : ____________________

Daytime Phone : ____________________

Last 4 of Social Security Number : ____________________

IMPORTANT INFORMATION (PLEASE READ)

Follow these steps to ensure delivery of your eStatement.

1. Your eStatement will come from the display name 1st National Bank
2. Add "***ImageOperator@bankwith1st.com***" to your email contacts to ensure your statement does not go to your Spam Inbox.
3. Check your inbox regularly for your first eStatement. You will receive your eStatement in 30 day cycles after.
4. If you believe you have not received your eStatement call ***(513) 932-3221*** or email ***customerservice@bankwith1st.com*** for assistance.

ACCESSING MY eStatement (PLEASE READ)

Checking Accounts

Your checking account password is the **last four digits of your Social Security Number or EIN.**

Savings Accounts, Certificates of Deposits (CD)s, and Loans

Your savings account, certificate of deposit (CD), and/or loan password is **the first five characters of your email address and the last four digits of your Social Security Number or EIN.**
EX: email address: johndoe@email.com SSN/EIN: 1234567890
Password johnd7890

By signing my name below, I agree with the listed terms of agreement on the next page of this document.

Customer Signature : ____________________ **Date** : ____________________

Please find the Terms of Agreement on the next page.

TERMS OF AGREEMENT

Upon receipt of your consent, in addition to any account disclosures, we will provide notification of statements to you on a monthly basis to a working email address that you have provided us. You will be required to use a password to view the electronic checking account statements. **Your checking account password is the last four digits of your Social Security Number or EIN. Your savings account, CD, and loan password is the first five characters of your email address and the last four digits of your Social Security Number or EIN of the primary account holder, and can also be found on your 1st Online account.** It is your sole responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You understand that you have no expectation of privacy if the statements are transmitted to an email address owned by your employer. You further agree to release 1st National Bank from any liability if the information is intercepted or viewed by unauthorized parties at your employer of other email address selected by you.

By accepting the terms of this agreement, you hereby authorize 1st National Bank to provide account disclosures and periodic account statements to you electronically either by email or on 1st Online. Your authorization means that we can provide you with these documents electronically to a working email address provided by you. You are responsible for notifying us of any email address changes. Notification of any email changes should be received ten (10) days before the end of your normal statement cycle. You may notify us by email at internetbanking@bankwith1st.com, or by calling (513) 932-3221 or (888) 932-3221. If your electronic mail is returned as undeliverable, an attempt will be made to contact you. If contact cannot be made, a paper copy of your disclosures or statement will be sent by U.S. mail and an “undeliverable eStatement” fee of $5.00 will appear on a subsequent statement.

You can request paper copies of electronic communications by contacting us at internetbanking@bankwith1st.com. In your request, please specify the Communication you would like to receive in paper form, and your current mailing address. A $5.00 fee will be charged for paper copies. You have the right to withdraw your consent to receive electronic disclosures and periodic statements at any time. To withdraw your consent, you must notify us via email at internetbanking@bankwith1st.com, or in writing to our Account Services Department, P.O. Box 119, Lebanon, OH 45036. The withdrawal of your consent should be received at least ten (10) days before the end of your normal statement cycle.

Your disclosures and statements will come to you in PDF format and can be saved on your PC. You must have Adobe reader software on your PC to open the file. If you do not have the software, you can download it free at www.adobe.com, and select “Get Adobe Reader.”

All electronic disclosures and statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) 1st National Bank’s Terms and Conditions for Depository Accounts and are subject to all provisions in the Terms and Conditions for Depository Accounts. Each 1st National Bank account that you designate to be included within the eStatement service and agreements, our Privacy Policy or other written disclosures.

1st NATIONAL BANK
Bank your best.™

OVERDRAFT

SIGN-UP

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below);

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

- If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if 1st National Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to $38.00 for Simple Checking and $36.00 for all other accounts each time we pay an overdraft.
- Also, if your account is overdrawn for 5 or more consecutive calendar days, we will charge an additional $10.00 per day.
- There is a limit of $190.00 for Simple Checking and $180.00 for all other accounts per day on the total fees we can charge you for overdrawing your account.

What if I want 1st National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions call (513) 932-3221, visit our website at www.bankwith1st.com or check the appropriate box and sign the bottom of the "Additional Services Sign-Up Sheet," and present it at a branch or mail it to: PO Box 119, Lebanon, OH 45036.

ODP: By checking the box to opt-in and signing below, I am certifying that I would like 1st National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions. I have read, understood, and agree to the enclosed overdraft protection terms and conditions. I understand that expressing my interest in this service does not mean that I qualify and that I will receive a separate written notice from 1st National Bank if I qualify for ODP.

If you wish to revoke your opt-in designation, or "Opt-Out" of your overdraft services, you can do so by contacting (513) 932-3221, visiting a banking center, or mailing a formal request to: PO Box 119, Lebanon, OH, 45036.

☐ **Opt-In**

☐ **Opt-Out**

SIGNATURE ____________________ DATE ____________

Member FDIC
EQUAL HOUSING LENDER

1st NATIONAL BANK
Bank your best.™

CUSTOMER SHEET

1ST NATIONAL BANK

ACCOUNT HOLDER INFORMATION

	Primary Account Owner	Joint Account	Joint Account
Name			
DOB			

Street Address

City **State** **Zip**

Primary Account

Additional Accounts **Port**

Email Address **Phone**

SERVICES CURRENTLY USED

- ☐ Checking
- ☐ Savings
- ☐ Online Banking
- ☐ Bill Pay
- ☐ Debit Card(s)
- ☐ ATM Cards(s)
- ☐ Virtual Wallet
- ☐ Mobile Banking
- ☐ Mortgage
- ☐ HELOC
- ☐ Checking Plus (DDL)
- ☐ Secured Credit Card
- ☐ Unsecured Credit Card
- ☐ Other

INVESTMENTS

Which of the following strategies do you use to invest in your future?

☐ CD(s) ☐ IRA(s) ☐ 401(k) ☐ Pension Plan ☐ Education Savings Plan (i.e. 529 Plans)

LENDING

Are you looking to:

- ☐ Buy a new home
- ☐ Buy a car
- ☐ Make home improvements
- ☐ Consolidate or eliminate debt
- ☐ Refinance
- ☐ Access your home's equity

FOR HOMEOWNERS

How much do you think your house is worth? **How much is your first mortgage?**

What is the current rate on your first mortgage?

Best time to contact you. ☐ Morning ☐ Afternoon ☐ Evening

Preferred method of contact. ☐ Phone ☐ Email ☐ Mail

Member FDIC
EQUAL HOUSING LENDER

1st NATIONAL BANK
Bank your best.™

ACH Specification

FORM

For direct deposits, automatic withdrawals, and other electronic transactions, provide the following information to the companies you authorize to electronically deposit to or withdraw from your account.

TRANSACTION INFORMATION

Name on Account

Routing Transit Number/ABA Number

Your Account Number

If you have questions, or require further information, please call (513) 932-3221.

1st National Bank routing number: 042208006

PARTICIPATION STATEMENT

OVERVIEW

The homeownership savings linked deposit program, operating under the name Ohio Homebuyer Plus, was created by Ohio House Bill 33 of the 135th General Assembly. Ohio Homebuyer Plus allows the Ohio Treasurer (Treasurer's office) to establish a savings linked deposit program for eligible Ohioans to make available premium savings accounts to accumulate the financial resources needed for the down payment and closing costs associated with the purchase of a Home. Ohio Homebuyer Plus provides above market interest rates on tax-advantaged special purpose individual savings accounts. An eligible saver (Saver) can save up to an account maximum of one hundred thousand dollars ($100,000) over a maximum period of five (5) consecutive years.

- **PARTICIPATION STATEMENT**

  This Ohio Homebuyer Plus Participation Statement (Participation Statement), as may be amended or supplemented from time to time, contains important information to be considered when deciding to participate in Ohio Homebuyer Plus. Before participating in Ohio Homebuyer Plus, you are advised to read and carefully consider the Participation Statement, including any amendments or supplements, in its entirety.

  Ohio Homebuyer Plus is offered to Ohio Residents; taxpayers may obtain certain State of Ohio tax benefits through Ohio Homebuyer Plus participation. If you are not an Ohio Resident or do not maintain a Primary Address in Ohio, you are not eligible to participate in Ohio Homebuyer Plus. Please consult a legal, financial, tax, or other advisor to learn more about state-based tax benefits, to consider your specific circumstances and home savings goals, and to understand and consider the terms of the Participation Statement.

- **USE OF SAVER INFORMATION**

  The Saver will apply to participate in Ohio Homebuyer Plus through the Financial Institution of their choice. The Financial Institution will provide some or all of the information the Saver provides on their application, including confidential personal information, to the Treasurer's office. The Treasurer's office will use this confidential personal information to assess Saver eligibility, as well as utilize the information to operate Ohio Homebuyer Plus. By participating in Ohio Homebuyer Plus, the Saver is acknowledging and consenting to this disclosure and use of personal information. Participation in Ohio Homebuyer Plus requires disclosure of confidential personal information. If the Saver does not consent to this use of the personal information, then the Saver's participation in Ohio Homebuyer Plus will be terminated.

- **SAVER ACCEPTANCE OF PARTICIPATION STATEMENT**

  The Saver, through the act of opening and maintaining an Ohio Homebuyer Plus account (Account), agrees they have received, reviewed, and will comply with all the provisions and requirements detailed in the Participation Statement. Failure of the Saver to adhere to the Participation Statement may result in action including, but not limited to, return of funds, and retrospective and prospective loss of Ohio Homebuyer Plus program and tax benefits.

OPENING AN ACCOUNT

- **WHO MAY OPEN AN ACCOUNT**
  Only one individual, the Saver, may open an Account for their own benefit. Two or more individuals may not jointly open an Account.

- **INDIVIDUAL AS ACCOUNT OWNER**
  An Ohio Resident with a Primary Address in Ohio and a valid Social Security Number or Individual Taxpayer Identification Number who has reached the age of 18 is eligible to establish an Account on their own behalf.

- **RESIDENCY REQUIREMENTS**
  The Saver must be a U.S. citizen or an individual residing in the U.S. with a valid Social Security Number or Individual Taxpayer Identification Number. The Saver must be an Ohio Resident with a qualifying Primary Address in Ohio and must continue to be an Ohio Resident with a qualifying Primary Address in Ohio to participate in Ohio Homebuyer Plus.

- **PRIMARY ADDRESS REQUIREMENTS**
  The Saver must have and maintain a Primary Address in Ohio to apply and continue to be eligible for an Account. If the Saver is an Ohio Resident but lives part of the year out of the state or country, they still must maintain a Primary Address in Ohio to retain eligibility. The Saver may not use a Post Office Box (P.O. Box) or military post office box, e.g., APO, FPO, etc., as their Primary Address in Ohio, but can for mailing address purposes. If the Saver moves out of Ohio or no longer meets Ohio Homebuyer Plus participation requirements, they are deemed no longer Ohio Homebuyer Plus eligible on a go forward basis.

- **HOW TO OPEN AN ACCOUNT**
  To open an Account, the Saver must select and engage with a participating Financial Institution to provide eligibility information and required Ohio Homebuyer Plus certifications to the Treasurer's office. The Saver does not apply to or work directly with the Treasurer's office to open an Account. The Financial Institution will submit the Saver's eligibility information to the Treasurer's office. The Treasurer's office will notify the Financial Institution of the Saver's eligibility approval or disapproval.

- **SAVER CERTIFICATIONS**
  The Saver is required to provide certifications to their Financial Institution when applying for an Account. In their certification, the Saver certifies that they are an eligible participant under Ohio Revised Code (ORC) section 135.70, their Account will be used exclusively for eligible expenses, and they will adhere to the Participation Statement. Please note, whoever knowingly makes a false statement concerning their application is guilty of the offense of falsification under ORC section 2921.13. The Saver certification is as follows, for reference and review.

  The Saver hereby certifies 1) they are over 18 years of age, 2) they are a resident of the State of Ohio, 3) the funds in their Ohio Homebuyer Plus Account shall be used exclusively for eligible program home purchase costs, 4) they shall hold not more than one Ohio Homebuyer Plus Account at any one time except as allowed in the Ohio Homebuyer Plus Participation Statement, 5) they have reviewed the Ohio Homebuyer Plus Participation Statement and will comply with all its provisions and requirements, and 6) they have not knowingly made any false statements or provided false information.

- **ON DEMAND SAVER RECERTIFICATIONS**

  The Treasurer's office or the Financial Institution, at their joint or individual discretion, may request a Saver to recertify their Ohio Homebuyer Plus eligibility and/or Participation Statement compliance at any time. The Saver shall promptly review and respond to the Ohio Homebuyer Plus recertification request, as failure to do so may result in Account termination, return of funds, and loss of program benefits.

- **ACCOUNT DURATION IS LIMITED TO 5 YEARS**

  The Saver can establish and maintain an Account for a period of up to five (5) consecutive calendar years from the date of their first Account opening date, meaning the date the Saver's Account was approved by the Treasurer's office. A Saver who has made an Account-to-Account Transfer to a successor Financial Institution is duration-limited to the date from which their earliest Account was opened, meaning the date the Saver's Account was approved by the Treasurer's office.

- **ACCOUNT BALANCE MAXIMUM DURATION**

  Savers who open an Account on or after April 1, 2025, and have reached the Account balance maximum must use their Account balance for the purchase of a Home within twelve (12) calendar months (Account Balance Maximum Duration). Savers who have reached the Account balance maximum and do not use their Account balance within twelve (12) calendar months may have their participation in the Program terminated at the sole discretion of the Treasurer's office. Savers who open an Account on or before March 31, 2025, are not subject to the Account Balance Maximum Duration and must use their Account balance within five (5) years from the time the Account is opened.

- **ACCOUNT BALANCES NOT USED WITHIN 5 YEARS OR BY THE ACCOUNT BALANCE MAXIMUM DURATION**

  If the Saver does not purchase a Home within the allowed five (5) year period or within the Account Balance Maximum Duration, if applicable, the Financial Institution will close the Account and either 1) return the funds to the Saver or 2) deposit the funds into a new non-Ohio Homebuyer Plus Account registered in the name of the Saver. The duration-limited Account closure may be reported to the Ohio Department of Taxation. Funds not used for Eligible Withdrawals may result in State of Ohio tax reporting requirements and possible tax liabilities.

ACCOUNT CHARACTERISTICS

- **INTEREST BEARING ACCOUNT**

  An Ohio Homebuyer Plus Account is an interest-bearing deposit or time and savings type account opened and maintained by the Financial Institution for the Saver. The Account is an obligation of the Financial Institution to the Saver. The Financial Institution provides an enhanced interest rate to the Saver's Account in association with the Treasurer's office depositing funds with the Financial Institution at a below market interest rate. The Treasurer's office does not have or maintain any ownership interest in the Saver's Account.

- **FDIC, NCUA, OR OTHER DEPOSIT INSURED**

  Money contributed to an Account, and Account balances, are considered an obligation of the Financial Institution and are to be deposit insured. The participating Financial Institution selected by the Saver for their Account determines the manner of insured protection provided. Bank deposits will be insured by the Federal Deposit Insurance Corporation, while credit union deposits will be insured either by the National Credit Union Association or private share insurance. Deposit insurance is generally limited to $250,000 for deposits held by a depositor in the same ownership right and capacity at the same Financial Institution. Please discuss deposit insurance coverage and limitations with the Financial Institution when applying for and opening the Account.

- **ACCOUNT MAINTENANCE FEES**

  There are no fees charged to open or maintain an Account.

- **TRANSACTION FEES**

  There may be fees associated with Account transactions, such as a fee for wiring funds to the title company for closing. Please verify transaction fees with the Financial Institution when applying for and opening the Account.

- **FINANCIAL INSTITUTION ACCOUNT STATEMENTS**

  The Financial Institution will provide periodic Account statements with balance and transaction details. Please ask the Financial Institution about the statement format and frequency.

- **ELECTRONIC FINANCIAL SERVICES**

  The Financial Institution may offer a variety of electronic financial services to assist in managing the Account. Electronic financial services are those services that allow access to an account using ATMs, computers, phones, and other devices to make deposits, transfers, or withdrawals. A Saver may use any electronic financial service if provided by their selected Financial Institution. A separate agreement may be required for certain electronic financial services, such as agreements for online and mobile services. Please inquire and discuss directly with the Financial Institution.

- **ERROR RESOLUTION**

  In case of errors or questions about the Account, the Saver should contact the Financial Institution as soon as possible to report, research, and resolve. The Treasurer's office is not directly involved with the Account or any Account transaction interactions between the Saver and the Financial Institution.

- **ACCOUNT REGISTRATION**

  Accounts with the Financial Institution are registered in the name of the Saver and will have an "Ohio Homebuyer Plus" designation included with the Account name. The Account must be individually owned by the Saver; joint account ownership is not allowed. Two individuals who are legally married are both eligible to open and fund individual Accounts. Account ownership by LLCs, LLPs, trusts, guardians, on behalf of, co-signers, etc. are not permitted.

ACCOUNT INTEREST RATES

- **OHIO HOMEBUYER PLUS INTEREST INFORMATION**

  The Financial Institution has the discretion to change the interest rate and annual percentage yield at any time. Interest begins to accrue no later than the business day the Financial Institution receives credit for the deposit of noncash items (for example, checks). If an Account is closed before monthly interest is credited, the residual interest ceases to accrue and will be paid out at the next scheduled payable date as provided by the Financial Institution. Please review the application of interest rates and interest payment frequency with the Financial Institution.

- **PREMIUM SAVINGS RATE OVERVIEW**

  In consideration of the Treasurer's office making deposits at a below market interest rate at the Financial Institution to offset balances in Ohio Homebuyer Plus Accounts, the Financial Institution enhances the interest rate applied to the Saver's Account. In effect, the Treasurer's office agrees to receive a lower than market interest rate on its deposits so that the Saver will get a higher than market interest rate on their deposits. The Treasurer's office has no ownership rights in the Saver's Account or the interest due the Saver's Account. The Saver has no ownership rights in the Treasurer's office deposit of funds or the interest due the Treasurer's office.

- **DETERMINATION OF PREMIUM SAVINGS RATE**

  The enhanced interest rate the Financial Institution applies to the Saver's Account is determined mathematically as follows:

  1) The difference between the Prevailing Interest Rate and the Discount Interest Rate applied to the Treasurer's office deposits. The difference between these two rates is called the Net Premium Rate.
  2) The Financial Institution follows their normal policy and timing to set the Current Savings Rate and this rate may change as frequently as every day.
  3) The Saver's Account receives the Premium Savings Rate, which is determined by adding together the Current Savings Rate and the Net Premium Rate.

  Please refer any questions on the determination of the Premium Savings Rate to the Financial Institution.

- **PUBLICATION OF PREMIUM SAVINGS RATE**

  The Treasurer's office determines the Prevailing Interest Rate, Discount Interest Rate, and the Net Premium Rate every quarter and publishes these rates on the Ohio Homebuyer Plus website tos.ohio.gov/homebuyerplus.

CONTRIBUTIONS

- **WHERE TO CONTRIBUTE**

  The Saver and any Third-Party Contributors contribute directly to the Saver's Account at the Financial Institution.

- **HOW TO CONTRIBUTE**

  Contributions to an Account at the Financial Institution can be made in several ways including, but not limited to:

  - Cash, check, or money order
  - Automatic recurring contributions
  - Wire transfer
  - One-time electronic transfer
  - Payroll direct deposit (if permitted by the relevant employer)
  - Account-to-Account Transfer

  Please inquire and discuss directly with the Financial Institution.

- **ACCOUNT MINIMUM BALANCE**

  For accounts opened on or before March 31, 2025:

  The Account balance minimum has been determined by the Treasurer's office to be one hundred dollars ($100). Account Contributors must initially fund the Saver's Account with, and Saver must maintain, at least one hundred dollars ($100) to retain an Account.

  For Accounts opened on or after April 1, 2025:

  The Account balance minimum has been determined by the Treasurer's office to be five hundred dollars ($500). Account Contributors must initially fund the Saver's Account with, and Saver must maintain, at least five hundred dollars ($500) to retain an Account.

- **ACCOUNT LIMIT FOR CONTRIBUTIONS**

  The Account balance maximum for contributions has been determined by the Treasurer's office to be one hundred thousand dollars ($100,000). Should the Account balance reach the maximum balance of one hundred thousand dollars ($100,000), the Saver and/or any Third-Party Contributor is not allowed to make additional contributions, but interest can and will continue to accrue in the Account.

- **MINIMUM CONTRIBUTION AMOUNT**

  There is not a minimum contribution amount the Saver or a Third-Party Contributor can make at any one time. There is no annual contribution requirement, however an inactive Account may result in termination of participation in the Ohio Homebuyer Plus program. Please see the section in this document titled TERMINATION RIGHT FOR INACTIVE ACCOUNTS.

- **MAXIMUM CONTRIBUTION AMOUNT**

  A Saver or Third-Party Contributor can contribute up to the Account balance maximum of one hundred thousand dollars ($100,000) at one time. There is no annual contribution limit as it pertains to contributing to an Account, provided the Account balance maximum of one hundred thousand dollars ($100,000) has not been reached. Please refer to the section in this document titled STATE OF OHIO TAX DEDUCTION FOR ACCOUNT CONTRIBUTIONS for information on tax deduction limitations.

- **TERMINATION RIGHT FOR INACTIVE ACCOUNTS**

  The Treasurer's office may terminate a Saver's participation in Ohio Homebuyer Plus if no contributions have been made to the Account within a three (3) year period and the value of the Account is less than five hundred dollars ($500). The Saver will be notified in the event the Treasurer's office determines a Saver's participation in Ohio Homebuyer Plus will be terminated. Such notice shall be provided in the form of a letter sent through a recognized mail service. To prevent termination, the saver must either contribute to their Account or contact the Financial Institution within ninety (90) days of the date of the letter and provide documentation satisfactory to the Treasurer's office that the Saver is 1) currently serving in the U.S. Military or 2) subject to other circumstance or condition the Treasurer's office deems sufficient to prevent termination.

- **THIRD-PARTY CONTRIBUTIONS**

  Contributions by Third-Party Contributors are allowable. An eligible contributor, including the Saver's parent, spouse, sibling, stepparent, or grandparent, contributing to an Account is eligible to take the State of Ohio income tax deduction. Third-Party Contributors will not receive a statement at the end of the year detailing their Account contributions. Such persons should instead maintain their own record of contributions made to an Account for State of Ohio tax deduction purposes. Please refer to the section in this document titled STATE OF OHIO TAX DEDUCTION FOR ACCOUNT CONTRIBUTIONS for more information.

Contributions to an Account by a Third-Party Contributor may be considered a completed gift from the Third-Party Contributor to the Saver and may be eligible for the annual gift tax exclusion. Contributions that qualify for the annual gift tax exclusion are generally also excludible for purposes of the federal generation-skipping transfer (GST) tax. Third-Party Contributors should consult a tax advisor regarding their personal circumstances.
Contributions to an Account by a Third-Party Contributor may be considered a completed gift from the Third-Party Contributor to the Saver and may be eligible for the annual gift tax exclusion. Contributions that qualify for the annual gift tax exclusion are generally also excludible for purposes of the federal generation-skipping transfer (GST) tax. Third-Party Contributors should consult a tax advisor regarding their personal circumstances.

- **CONTRIBUTIONS BY EMPLOYERS**

  Contributions by employers are allowable and may be considered a taxable fringe benefit unless specifically excluded by law. Taxable fringe benefits to the Saver, as an employee of the employer, are generally subject to employment taxes and reported on IRS Form W-2, Wage and Tax Statement. Employers contributing to a Saver's Account should consult a tax advisor regarding their circumstances.

- **STATE OF OHIO TAX DEDUCTION FOR ACCOUNT CONTRIBUTIONS**

  Certain Ohio income tax taxpayers may claim the tax deduction for contributions. Ohio taxpayers may deduct the amount of contributions to an Ohio Homebuyer Plus Account in computing their Ohio adjusted gross income. The deduction may be claimed by the Saver or a parent, spouse, sibling, stepparent, or grandparent of the Saver. Up to $5,000 of contributions per person can be deducted per Account (or $10,000 per married couple), per tax year, up to a lifetime maximum deduction per contributor of $25,000 per Account. The deduction does not have a carryforward for amounts contributed in excess of the $5,000 annual contribution limit. Funds not used for Eligible Withdrawals may result in State of Ohio tax reporting requirements and possible tax liabilities. Please consult a tax advisor regarding individual circumstances.

ACCOUNT-TO-ACCOUNT TRANSFERS FROM ANOTHER FINANCIAL INSTITUTION

- **ACCOUNT-TO-ACCOUNT TRANSFERS**

  Accounts may be transferred between participating Financial Institutions at the discretion of the Saver. Such transfer is an Account-to-Account Transfer. The Saver is required to close their Account at the prior Financial Institution and move the Account balance to the selected successor Financial Institution through reapplication and redeposit. While a Saver cannot have more than one active Account at any one time, there may be instances during an in-progress Account-to-Account Transfer in which a singular Saver has open and active Accounts with two Financial Institutions. The Saver is expected to have their prior Account balance, including trailing interest, transferred to the successor Financial Institution within ninety (90) days of the Account-to-Account Transfer initiation. A Saver may transfer Account balances between Financial Institutions via check, electronic funds transfer or other means.

- **ACCOUNT-TO-ACCOUNT TRANSFERS TAKING LONGER THAN 90 DAYS**
  Instances of Account-to-Account Transfers taking longer than ninety (90) days will be reviewed by the Treasurer's office, and any remedial action will be determined and communicated by the Treasurer's office to the impacted Financial Institution. The impacted Financial Institution will communicate directly with the Saver about any required remedial action determined by the Treasurer's office.

- **REQUIRED ACCOUNT-TO-ACCOUNT DOCUMENTATION**
  The Saver is required to maintain supporting documentation substantiating the transfer of their Account from one Financial Institution to another Financial Institution.

ACCOUNT CHANGES

- **CHANGE OF RESIDENCY OR PRIMARY ADDRESS**
  As soon as practical, the Saver shall notify their Financial Institution by phone, in writing, or by other means made available by the Financial Institution of any change in Ohio residency status or Primary Address.

- **PERSONAL INFORMATION CHANGES**
  The Saver shall notify their Financial Institution of any personal information changes as soon as practical. The Saver should notify the Financial Institution by phone, in writing or by other means made available by the Financial Institution.

- **DEATH OR INCOMPETENCY**
  The Saver's Account is held solely by the Saver. Any Saver may stop making contributions, close the Account, and withdraw all or a portion of the Account balance as allowed by Ohio Homebuyer Plus program guidelines. Funds not used for Eligible Withdrawals may result in State of Ohio reporting requirements and possible tax liabilities. In the event of the Saver's death or Incompetency, and upon submission of appropriate documentation of such death or Incompetency to the Financial Institution as determined by the Financial Institution, the Financial Institution shall transact business on the Account as directed by Saver's estate or guardian, which shall be a valid and complete discharge of Financial Institution from all liability to the Saver. Please consult a probate lawyer to determine the precise effect of such a designation.

- **AGENT AUTHORIZATION/LIMITED POWER OF ATTORNEY**
  The Saver may work with the Financial Institution to complete an Authorized Agent/Limited Power of Attorney Form to allow another individual specified access to their Account. This document gives the Authorized Agent the power to act for the Saver to the extent permitted by applicable law. For example, because Accounts can be owned by only one individual, the Saver may authorize the Saver's spouse to have access to the Account as an Authorized Agent.

- **HOW TO MAKE A WITHDRAWAL**
  Withdrawals from an Account can be made in several ways including, but not limited to:
  - Check or money order (if available)
  - Account transfer
  - Account-to-Account Transfer
  - Wire transfer
  - One-time electronic transfer

  Please inquire and discuss directly with the Financial Institution.

- **WITHDRAWAL TAX FORMS ARE NOT ISSUED**

  Neither the Treasurer's office nor the Financial Institution create or send any federal or state tax reporting, i.e., IRS Form-1099, for any withdrawal made from the Account. The Saver is obligated to retain withdrawal documentation and report ineligible withdrawal information on their Ohio income tax form. The Ohio Department of Taxation will receive Ohio Homebuyer Plus Saver and Account usage data. Withdrawals not determined to be Eligible Withdrawals may result in State of Ohio tax reporting requirements and possible tax obligations. Please consult a tax advisor regarding personal circumstances.

- **ELIGIBLE WITHDRAWALS**

  Eligible Withdrawals are those used for the down payment, eligible expenses, and closing costs associated with the purchase of a Home. Eligible Withdrawals are defined within ORC sections 135.70 and 5747.85 and are subject to change should those sections of the ORC be amended. A Saver may wish to consult a tax or financial advisor before determining an Account withdrawal as eligible. Neither the Treasurer's office nor the Financial Institution will provide advice or guidance as to if an Account withdrawal is eligible. The Saver is responsible for maintaining appropriate documentation substantiating their use of Account funds, such as Form HUD-1, as neither the Treasurer's office nor the Financial Institution will do so.

- **INELIGIBLE WITHDRAWALS**

  Any withdrawal not directly related to the purchase of an eligible Home may be considered an ineligible withdrawal (Ineligible Withdrawal) and may result in the discontinuation of the Saver's participation in Ohio Homebuyer Plus and any associated participation benefits. Accounts with suspected or confirmed Ineligible Withdrawals may be reported as such to the Ohio Department of Taxation. For illustrative purposes, examples of Ineligible Withdrawals include, but are not limited to, moving expenses, home improvements, purchase of a recreational vehicle or camper, living expenses, utility bills, purchase of household goods or appliances, contractor expenses, plumbers, electricians, painting, groceries, and use of the Account as collateral.

- **RECONTRIBUTIONS OF WITHDRAWALS**

  In the case of a Saver who initiated an Eligible Withdrawal and is unsuccessful with their Home purchase, the full amount of all Eligible Withdrawals may be re-contributed without jeopardizing continued Ohio Homebuyer Plus participation and benefit so long as such re-contribution is made not later than ninety (90) days after the first date of such Eligible Withdrawal. The Saver making the re-contribution is responsible for maintaining documentation that the contribution is a re-contribution of previously withdrawn funds, and the re-contributed amount is compliant with this section, and for maintaining all documentation linking the re-contribution of the Eligible Withdrawal. Documentation should include, but is not limited to, detail as to the Account from which the Eligible Withdrawal(s) was initiated, the date and amount of the Eligible Withdrawal(s), the purpose of the Eligible Withdrawal(s), and the reason for the re-contribution. If these steps are not followed, the Eligible Withdrawals and re-contribution may be determined an Ineligible Withdrawal. Ineligible Withdrawals can result in the forced closure of the Saver's Account and tax implications. Please consult a tax advisor regarding the tax implications of any withdrawals and/or re-contributions.

- **TIMING CONSIDERTIONS FOR ELIGIBLE WITHDRAWALS**

  Eligible Withdrawals may occur over a maximum period of ninety (90) calendar days.

ACCOUNT USAGE, CLOSURE, AND PROGRAM READMITTANCE

- **ACCOUNT USAGE**
  Allowable Account usage includes Eligible Withdrawals and Account-to-Account Transfers.

- **DOWN PAYMENTS**
  A down payment is a sum the Saver pays upfront when purchasing a Home. The down payment may include an appraisal gap.

- **CLOSING COSTS**
  Closing costs are disbursements listed on a closing disclosure for the purchase of a Home by the Saver. The closing disclosure is the statement of receipts and disbursements for the purchase of a Home, e.g., Form HUD-1.

- **EARNEST DEPOSIT**
  An earnest deposit is a deposit of money made by the Saver to the Home seller and represents the good faith deposit to make the purchase of a Home and is typically held in an escrow account until the purchase closing. An earnest deposit is considered an Eligible Withdrawal, provided the earnest deposit is for the purchase of an eligible Home and is detailed on the closing disclosure.

- **OTHER ELIGIBLE EXPENSES ASSOCIATED WITH HOME PURCHASE**
  Other expenses that are directly related to the purchase of an eligible Home are considered Eligible Withdrawals, even though not included on the closing disclosure. The Saver must be able to substantiate through documentation that Account withdrawals have been used for the purchase of an eligible Home.

- **RESIDUAL ACCOUNT BALANCE**
  The Saver is expected to use the entire Account balance for Eligible Withdrawals. Should a Saver's Account have a small outstanding balance, currently defined as an amount equal to or less than one hundred dollars ($100), remaining in their Account after the purchase of a Home, the Financial Institution will close the Account and either 1) return the funds to the Saver or 2) deposit the funds into a new non-Ohio Homebuyer Plus Account registered in the name of the Saver. Funds not used for Eligible Withdrawals may result in State of Ohio tax reporting requirements and possible tax liabilities.

- **NUMBER OF TIMES A SAVER MAY PARTICIPATE**
  There is no prohibition to Saver participation eligibility based on prior participation or current home ownership. Ohio Homebuyer Plus is not limited to first time home buyers.

- **SUBSEQUENT ACCOUNTS AFTER ELIGIBLE WITHDRAWAL CLOSURE**
  Once a Saver has completed a Home purchase, they are eligible to open a new Account for a subsequent Home purchase after one (1) year has elapsed from the date of their prior Account closure. There is no limit to the number of times the Saver can participate in Ohio Homebuyer Plus. A Saver is limited to a maximum lifetime Ohio income tax deduction of $25,000 of contributions per Account. The lifetime contribution limit for additional Accounts opened by the Saver is reduced by contributions previously made to another Account owned by the Saver.

- **SUBSEQUENT ACCOUNTS AFTER INELIGIBLE WITHDRAWAL CLOSURE**

  If a Saver's participation in the Ohio Homebuyer Plus program was terminated and the Account was closed due to an Ineligible Withdrawal, or the Saver's Account was not used for a Home purchase within the five (5) year limit or within the Account Balance Maximum Duration, the Saver may apply for Ohio Homebuyer Plus readmission one (1) year after their prior Account closure date. The Treasurer's office, at its sole discretion, may deny the Saver's eligibility for re-admittance into the Ohio Homebuyer Plus program.

ELIGIBLE HOMES

- **ELIGIBLE HOME**

  A Home includes a house, condo, unit in a multiple-unit dwelling, manufactured home or mobile home taxed as real property, or manufactured or mobile home subject to the manufactured home tax but taxed like real property. A Home must be the Saver's primary residence after the closing of the home purchase and be physically located in the State of Ohio. A Saver must qualify for and receive the owner-occupancy tax reduction for the Home by completing Form DTE 105C and filing it with the county auditor. To receive the owner-occupancy homestead tax reduction, the Saver must own and occupy their home as their principal place of residence (domicile) on January 1 of the year the Saver files for the reduction. A homeowner and spouse are entitled to this homestead tax reduction on only one home in Ohio, unless they can establish that they are domiciled separately. A person only has one principal place of residence. A person's principal place of residence determines, among other things, where the person is registered to vote and where the person declares residency for income tax purposes.

- ELIGIBLE MULTIFAMILY RENTAL HOME

  The Treasurer's office has determined a residential building means a two-family or three-family dwelling and is considered a Home for the purposes of Ohio Homebuyer Plus provided the Saver will maintain their Primary Address within the residential building.

- INELIGIBLE HOME

  An ineligible Home includes, but is not limited to, property types not expressly defined in the Participation Statement. Examples of ineligible Home types include, but are not limited to, recreational vehicles, house boats, campers, commercial real estate, and land without an existing residential building included.

STATE AND FEDERAL TAX INFORMATION

- **STATE TAX INFORMATION**

  A Saver can deduct interest earned and employer contributions to an Account in computing their Ohio adjusted gross income, to the extent the interest and contributions have not been otherwise deducted or excluded from the Saver's federal adjusted gross income. For more information on the deduction for Account contributions, please refer to the section in this document titled STATE OF OHIO TAX DEDUCTION FOR ACCOUNT CONTRIBUTIONS.

- **NOT DEDUCTIBLE FOR FEDERAL TAX PURPOSES**

  The tax deductions described in this document are only applicable to the Ohio individual income tax, and this document is not intended to provide any federal tax advice. Please contact the Internal Revenue Service or a tax advisor to discuss any questions or concerns regarding possible federal tax implications.

REPORTING AND OTHER MATTERS

- **SAVER PROGRAM ACCOUNT STATEMENTS AND REPORTS**
  Ohio Homebuyer Plus does not generate program statements, reports, tax forms, or other documentation on behalf of the Saver.

- **FINANCIAL INSTITUTION REPORTING TO TREASURER'S OFFICE**
  Periodically, Financial Institutions provide Saver Account data, including Social Security Numbers or Individual Taxpayer Identification Numbers, demographic, transaction, and balance information, to the Treasurer's office when deemed necessary by the Treasurer's office for the administration of Ohio Homebuyer Plus.

- **TREASURER'S OFFICE REPORTING TO OHIO DEPARTMENT OF TAXATION**
  Periodically, the Treasurer's office provides Saver Account data including Social Security Numbers or Individual Taxpayer Identification Numbers, demographic, transaction, and balance information to the Ohio Department of Taxation as needed by the Ohio Department of Taxation.

- **ABANDONED, DORMANT, OR UNCLAIMED ACCOUNTS**
  If the Financial Institution determines, through their normal internal deposit or time and savings account controls, an Account is abandoned, dormant, or unclaimed then the Financial Institution will follow their standard policy and practices to address such. Please ask the Financial Institution for their dormant, abandoned, or unclaimed account policies.

OTHER TERMS AND CONDITIONS

Subject to the right of the Treasurer's office and the Ohio General Assembly to revise or modify Ohio Homebuyer Plus and except to the extent that ORC sections 135.61 and 135.70 to 135.71, and/or Ohio Administrative Code Chapter 113, may be revised, amended, or rescinded, the Participation Statement may be amended or supplemented from time to time, represents the entire understanding of the Parties, and supersedes any prior verbal or written representations. Inaction by the Treasurer's office or failure by it to demand strict adherence thereunder shall not be deemed a waiver. Notwithstanding the foregoing, the Treasurer's office can change the terms of the Participation Statement if the Treasurer's office believes that a change is necessary to keep Ohio Homebuyer Plus in compliance with state law and preserve the favorable tax treatment of Accounts, or to the extent required for the proper administration of Ohio Homebuyer Plus in accordance with any applicable federal or state law. Disclosure of the Social Security Numbers or Individual Tax Identification Numbers requested from the Financial Institutions, on behalf of the Savers, is mandatory. Social Security Numbers or Individual Taxpayer Identification Numbers will be used for purposes of Ohio Homebuyer Plus administration and reporting to the Ohio Department of Taxation. Under Ohio law, all records indicating the identity of Savers are not subject to public disclosure. The Ohio Homebuyer Plus website, tos.ohio.gov/homebuyerplus, has additional items and conditions that apply to Internet security and privacy. The Participation Statement is to be interpreted under the laws of the State of Ohio and is subject to all applicable state and federal laws and federal law may, in some instances, preempt state law. If any portion of the Participation Statement is found to be invalid or unenforceable by any court, that portion shall be severed from the Participation Statement and the remainder of the Participation Statement shall remain in full force and effect.

- **OHIO HOMEBUYER PLUS TERMINATION**

  If it is determined for any reason that Ohio Homebuyer Plus, or any part of it, should be canceled, then the Treasurer's office may terminate the Participation Statement and Ohio Homebuyer Plus.

- **EFFECT OF CERTAIN LEGAL PROCESSES**

  Certain state or other applicable laws do not protect a Saver's right, if any, to an Account from certain legal processes. Please consult a legal advisor regarding the correct application of law to specific circumstances. The assets in an Account may be considered marital assets and thus may be subject to division between the marital parties in the event of a divorce or dissolution. Please consult a legal advisor to understand laws applicable to marital assets.

- **ACCOUNT ESTABLISHMENT**

  Upon successful receipt and qualification of the Saver's certification statements (either electronically or manually) provided to the Financial Institution during the Ohio Homebuyer Plus application, which incorporates and includes an acceptance of the terms and conditions of the Participation Statement and all required information, including, but not limited to, Social Security or Individual Taxpayer Identification Numbers, the Treasurer's office will approve and confirm to the Financial Institution the establishment of the Ohio Homebuyer Plus Account.

- **CONDITIONAL APPROVAL**

  The Saver may be approved as eligible by the Treasurer's office and an Account established if all eligibility conditions are met and all information has been provided in good order. If at any time the Treasurer's office determines, at its sole discretion, the Saver fails to meet the conditions for approval or continued participation, the Saver's participation in Ohio Homebuyer Plus may, at the Treasurer's office sole discretion, be terminated, causing the Financial Institution to close the Saver's Account and return all money to the Saver.

- **RESCISSION OF PARTICIPATION FOR FRAUD**

  The Treasurer's office may rescind the Saver's Ohio Homebuyer Plus eligibility approval and terminate the Saver's participation in Ohio Homebuyer Plus if any required information has been omitted or fraudulently stated.

- **LIMITATION OF LIABILITY**

  The State of Ohio and Financial Institutions shall not be responsible in any way for determining the appropriateness of contributions; the amount, character, timing, purpose, propriety of any distribution or withdrawal; or any other action or non-action taken at the Saver's request. The Saver agrees that the State of Ohio and Financial Institutions, and any representatives thereof, shall not be liable for any loss, damage, or expense, including attorney's fees, which may arise in connection with Ohio Homebuyer Plus, except liability arising from the negligence or willful misconduct of the State of Ohio or Financial Institutions, or any of their representatives.

PROGRAM ADMINSTRATION QUESTIONS

The statutes and rules pertaining to the Ohio Homebuyer Plus program are available upon request submitted to the Treasurer's office. All written inquiries or documentation requests about Ohio Homebuyer Plus administration should be sent to:

Ohio Treasurer
Attention: CD Programs
30 E. Broad Street, 9th Floor, Columbus, Ohio 43215

PROGRAM TAXATION QUESTIONS

The Ohio tax statutes and rules pertaining to the Ohio Homebuyer Plus program are available upon request submitted to the Ohio Department of Taxation. All written inquiries or documentation requests about Ohio Homebuyer Plus tax statutes and rules should be sent to:

Ohio Department of Taxation
Individual Income Tax Division
PO Box 182847, Columbus, OH 43218-2847

DEFINED TERMS

- **ACCOUNT CONTRIBUTORS** – means the Saver or any Third-Party Contributor.
- **ACCOUNT-TO-ACCOUNT TRANSFER** – means an Account transfer between participating Financial Institutions.
- **AUTHORIZED AGENT** – means an individual or other entity designated as a Saver's agent with limited authority to receive information regarding the Saver's Account.
- **CURRENT SAVINGS RATE** – means the present interest rate the Financial Institution pays on their interest-bearing deposit or time and savings accounts.
- **DISCOUNT INTEREST RATE** – means an interest rate below the Prevailing Interest Rate that the Treasurer's office sets as the interest rate Financial Institutions must pay to hold linked deposits.
- **ELIGIBLE WITHDRAWAL** – means the down payment and closing costs associated with the purchase of a Home.
- **FINANCIAL INSTITUTION** – means a financial institution that offers Accounts to Ohio Residents to save for the purpose of the Ohio Homebuyer Plus program and is eligible under ORC section 135.70.
- **HOME** – means a dwelling located in the State of Ohio that will be owned and occupied as a primary residence of the Saver.
- **INCOMPETENCY** – means the condition of a person, other than a minor, who is impaired by mental illness, mental deficiency, physical illness or disability, or alcohol or drug use to the extent that the person lacks sufficient understanding to make or communicate responsible decisions or to enter into contracts.
- **LIMITED POWER OF ATTORNEY** – means an individual or other entity designated as the Saver's agent with limited authority to act on the Saver's Account.
- **OHIO RESIDENT** – means an individual who is domiciled in this state, subject to ORC section 5747.24.
- **PARTIES** – means the Saver, Treasurer's office, and Financial Institution.
- **PREMIUM SAVINGS RATE** – means a rate that reflects the percentage rate increase above the Current Savings Rate applicable to the Saver.

- **PREVAILING INTEREST RATE** – means a current market interest rate selected by the Treasurer's office that Financial Institutions are willing to pay to hold deposits of the Treasurer's office.
- **PRIMARY ADDRESS** – means the place considered the residence of the Saver in which the Saver's habitation is fixed and to which, whenever the Saver is absent, the Saver has the intention of returning.
- **THIRD-PARTY CONTRIBUTOR** – a person other than the Saver who contributes to a Saver's Account.

Document Name	Ohio Homebuyer Plus Participation Statement
Document Author	Ohio Treasurer's Office
Document Version	Version 1.3
Date Released	03/25/2025
Version	**Date**
1.1	12/11/2023
1.2	05/07/2024
1.3	03/25/2025