

This Productivity Plus Account Agreement (this "Agreement") contains the terms and conditions which govern your Account (as defined below) in our Productivity Plus program; provided, however, that if you are a Quebec Accountholder (as defined below), the document titled "Open Credit Contract Information" (which includes the Information Box – Open Credit Contract for Using a Credit Card) provided to you with your welcome letter, together with this Productivity Plus Account Agreement, contain the terms and conditions which govern your Account in our Productivity Plus program and all Cards (as defined below) associated with your Account. If you are a Quebec Accountholder, all references to this "Agreement" or the "Open Credit Contract" means collectively the document titled "Open Credit Contract Information" provided to you and this Productivity Plus Account Agreement.

Please read this Agreement and keep it with your other important papers.

**Summary of Terms:**

Credit limit	Your credit limit will be disclosed on your account statement. Your initial credit limit will be disclosed on your welcome letter.
Minimum Payment	<p>Your minimum payment is the sum of:</p> <ul style="list-style-type: none"> <li>a) Any past due amounts; PLUS</li> <li>b) Any billed interest charges (which constitute credit charges in Quebec); PLUS</li> <li>c) Any other charges or fees assessed during the billing period; PLUS</li> <li>d) Any amounts due under the specific terms governing any balances subject to promotional terms; PLUS</li> <li>e) <b>1%</b> of the Adjusted Non-Promotional Balance unless you are a Quebec Accountholder. The Adjusted Non-Promotional Balance equals the new balance referenced on the account statement for the billing period less any fees or interest charges (in Quebec, credit charges) assessed during the billing period, and less any balances subject to promotional terms. If you are a Quebec Accountholder, the percentage of the Adjusted Non-Promotional Balance used in the minimum payment due calculation is equal to <b>5%</b> of the Adjusted Non-Promotional Balance unless your account was opened prior to August <b>1, 2019</b>, in which case it is equal to <b>3.5%</b> and will increase to <b>4.0%</b> on August <b>1, 2023</b>, <b>4.5%</b> on August <b>1, 2024</b> and <b>5.0%</b> on August <b>1, 2025</b>.</li> </ul> <p>EXCEPT: If the minimum payment due as</p>

	calculated above is less than <b>\$10</b> , but the Adjusted Non-Promotional Balance is more than <b>\$10</b> , then the minimum payment due will be <b>\$10</b> , and if the minimum payment due as calculated above is less than <b>\$10</b> , and the Adjusted Non-Promotional Balance is less than <b>\$10</b> , then the minimum payment due will be the Adjusted Non-Promotional Balance.
Minimum Payment frequency	monthly
Account Statement frequency	monthly
Annual interest rate (credit rate in Quebec)	<b>18.90%*</b> Interest is compounded monthly.
Grace period	At least <b>25</b> days.*
Fees and charges	<b>\$25</b> returned payment fee (not applicable in Quebec)

\*Standard terms. Purchases subject to qualifying promotions may have different terms.

**Definitions.** In this Agreement: "**Account**" means the account that we open and maintain for you for the purposes of this Agreement; "**Accountholder**" means each and any individual, corporation, company, partnership, sole proprietorship, association, governmental agency, or other entity or organization that applied for credit as an applicant or additional applicant with respect to your Account, and includes any successors; "**Account Statement**" means the monthly statement to be provided to you in accordance with the terms of this Agreement; "**Authorized User**" means any person you allow to use your Account or any person who has been issued a Card at your request; "**Card**" means any physical credit card issued by us to you or any Authorized User in the Province of Quebec and includes any renewal or replacement of such credit card and any access device, electronic or digital card and/or any other means by which we allow you to make purchases from participating authorized merchants using the credit available through your Account; "**Minimum Payment Due**" means the minimum payment due as indicated on your Account Statement; "**Payment Due Date**" means the date appearing on your Account Statement on which the Minimum Payment Due is due; "**Quebec Accountholder**" means any Quebec Consumer and any other Accountholder whose address for the purposes of the Account is the Province of Quebec; "**Quebec Consumer**" and the word "consumer" in the clauses required under the Consumer Protection Act (Quebec) means, for the purposes of this Agreement, any Accountholder who is an individual residing in the Province of Quebec. Except where otherwise noted, the words "**we**", "**us**" and "**our**" means CNH Industrial Capital Canada Ltd. and its successors, assigns and representatives. The words "**you**", "**your**", and "**yours**" means each and any Accountholder and its successors, permitted assigns and representatives.

**Account Use.** By using your Account and, if you are a Quebec Accountholder, your Card, you agree that this Agreement shall apply to all charge purchases made by you or any Authorized

User through your Account and you accept all the terms and conditions of this Agreement, as amended from time to time. You agree to use your Account and, if you are a Quebec Accountholder, your Card in accordance with this Agreement. You agree that your Account is a business account. You agree that each use of your Account is an extension of credit from us to you for commercial, business, agricultural, and governmental purposes. You agree that your Account may not be used for personal, family, household or any other purpose. You are responsible for any use of your Account by you or by an Authorized User, even if the use does not benefit you.

**Cards:** If you are a Quebec Accountholder and have been approved for credit, you will receive a Card in connection with your Account and you expressly request that each Card issued in connection with your Account bear the same number as each other Card issued in connection with your Account.

**Joint and Several Liability.** You must pay us for all amounts due on your Account. Each Accountholder is jointly and severally (or, in Quebec, solidarily) liable for all amounts owed on your Account, including all amounts charged by any Authorized Users. We may enforce any right or remedy we may have regarding any of your obligations under this Agreement without affecting our other rights or remedies. You waive (i) any right to require us to proceed against any other entity, individual, organization, or other person liable on your Account or pursue any other remedy in our power whatsoever; (ii) any defense because of any disability or other defense or cessation of liability on your Account by anyone else for any reason other than full payment; (iii) any defense or right against us arising out of the exercise of our rights under this Agreement to the extent that such exercise of rights results in the loss of any right of subrogation, reimbursement or other right you may have against anyone else liable on your Account; and (iv) all presentments, diligence, protests, demands and notices or protest, dishonor or nonperformance.

**Joint Notices and Instructions.** Each Accountholder, other than a Quebec Consumer, agrees that the delivery of notices or Account Statements to any one of them constitutes delivery to each of them, and each Accountholder, other than a Quebec Consumer, agrees that instructions from any one of them constitute instructions from each of them. When we rely on such instructions, we are not liable for doing so.

**Authorized Users.** You are responsible for controlling all Authorized Users. We are not responsible for controlling any of them. We may cancel an Authorized User's right to use your Account at any time. We may do this for any reason. We may do this without prior notice to you or the Authorized User. You also may cancel an Authorized User's right to use your Account at any time. To do this, you must notify us in writing or by telephone of the cancellation. After a cancellation, you must promptly retrieve any Cards given to an Authorized User. You must promptly destroy any and all Cards unless we tell you otherwise. You must do these things whether the cancellation was begun by us or you. When you begin the cancellation, you must also inform the Authorized User of the cancellation. You must tell the Authorized User to stop using your Account and any Cards immediately. If an Authorized User brings a claim of wrongful

cancellation against us because of a cancellation begun by you, the claim is your responsibility. You agree to indemnify and hold harmless us, our parent company, each of our subsidiaries and affiliates from any losses, damages or other liability arising from the claim.

**Purchases.** You may use your Account and, if you a Quebec Accountholder, your Card to make purchases from participating authorized merchants. You agree to pay us all amounts charged for purchases, plus interest charges and any other charges described in this Agreement. We are not the manufacturer or the provider of the equipment, services, and related products financed from time to time under this Agreement and we have not provided you with any representation, warranty or condition (whether oral or written, express, implied, statutory or otherwise) relating to such equipment, services and products. If you are not satisfied with any equipment, services or products, you must deal directly with the merchant at which the charge for the equipment, services or products was incurred. Any claims and disputes respecting any transaction must be settled between you and the merchant and, except if you are a Quebec Consumer, shall have no effect on your obligations to us, except as otherwise provided by applicable law.

**Balance Transfers.** In the event the current balance on an existing open Account you have with a participating authorized merchant is transferred to your Account established under this Agreement, the transferred balance shall, from the date of the transfer, be subject to the interest and other charges, payment terms, and other terms and conditions of this Agreement to the same extent as non-promotional purchases except where indicated otherwise.

**Credit Limit.** Your Account has a credit limit shown on your Account Statement. Your initial credit limit will be disclosed in your account welcome letter. We may, but are not required to, approve transactions that would result in your Account balance exceeding your credit limit. If you are a Quebec Consumer, we are required to send you a notice stating that you made a transaction resulting in the credit limit being exceeded. Subject to applicable law, we may reduce or, except if you are a Quebec Consumer, increase your credit limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice, subject to applicable law. You agree to keep your Account balance below your credit limit. If your Account balance goes over your credit limit, you still must pay us.

**Account Statements.** We will send you an Account Statement that shows your new balance at least monthly. Your new balance is the total amount you owe us on the statement closing date. To determine the new balance, we begin with your Account balance at the start of the billing period. We add any purchases. We subtract any credits or payments. We then add any interest, fees and other charges calculated in accordance with this Agreement. Your Account Statement also shows your transactions; the Minimum Payment Due and Payment Due Date; your credit limit; and your interest, fees and other charges; and, if you are a Quebec Consumer, your Account Statement also shows the other information required by the *Consumer Protection Act* (Quebec) to be included in a statement of Account related to an

open credit contract.

We may deliver an Account Statement to only one address. You must notify Customer Service of a change in address. You must pay at least your Minimum Payment Due even if you do not receive a statement for any reason, including any delivery delays beyond our control. We may not send you a statement if (a) there is no outstanding balance at the end of the period, or (b) you are in default, we have demanded payment of the outstanding balance, and we have given notice to you that you can no longer charge any amounts to your Account because of the default. Interest charges and fees continue to add up even if we stop sending statements because you are in default. This paragraph shall not apply if you are a Quebec Consumer.

If you are a Quebec Consumer, we will send you an Account Statement by mail at the mailing or billing address that you provided to us. You must notify Customer Service of a change in address. We are not required to send an Account Statement to a Quebec Consumer at the end of any billing period if there have been no charges or payments during the billing period and the outstanding balance at the end of the billing period is zero.

**Change of Information.** You will notify us in writing or by telephone immediately if you change your name, mailing address, e-mail address or telephone number. If we do not have a valid mailing address or e-mail address because you failed to notify us of a change in such information, then you are responsible for obtaining any Account materials we would normally have sent to your mailing address or e-mail address, as applicable.

**Minimum Payment Due.** You must pay at least the Minimum Payment Due by the Payment Due Date each billing period. We calculate the Minimum Payment Due as follows:

- Any past due amounts; PLUS
- Any billed interest charges (which constitute credit charges in Quebec); PLUS
- Any other charges or fees assessed during the billing period; PLUS
- Any amounts due under the specific terms governing any balances subject to promotional terms; PLUS
- **1%** of the Adjusted Non-Promotional Balance unless you are a Quebec Accountholder. The Adjusted Non-Promotional Balance equals the new balance referenced on the Account Statement for the billing period less any fees or interest charges (in Quebec, credit charges) assessed during the billing period, and less any balances subject to promotional terms. If you are a Quebec Accountholder, the percentage of the Adjusted Non-Promotional Balance used in the Minimum Payment Due calculation is equal to **5%** of the Adjusted Non-Promotional Balance unless your Account was opened prior to August 1, 2019, in which case it is equal to **3.5%** and will increase to **4.0%** on August 1, 2023, **4.5%** on August 1, 2024, and **5.0%** on August 1, 2025.

Notwithstanding the foregoing, if the Minimum Payment Due as calculated above is less than **\$10**, but the Adjusted Non-Promotional Balance is more than **\$10**, then the Minimum Payment Due will be **\$10**, and if the Minimum Payment Due as calculated above is less than **\$10**, and the Adjusted Non-

Promotional Balance is less than **\$10**, then the Minimum Payment Due will be the Adjusted Non-Promotional Balance. Regardless of the Minimum Payment Due, you may at any time pay any amount owing, including the total unpaid balance of your Account without any prepayment charge, penalty, or bonus.

**Application of Payments.** You authorize us to apply payments and credits in any way that we may choose in our sole discretion. This may include applying payments and credits to low interest rate balances first.

**Credit Balances.** If your Account has a credit balance, we may reduce the credit balance by any new charges on your Account. To the extent a credit balance may be attributable to credits to your Account received under the terms of a promotion, such credit balance may only be available to be applied toward new charges on your Account and may not be payable, refundable or otherwise available to you.

**Payment Instructions.** We credit your payments in accordance with our payment instructions on the Account Statement. You must pay us in Canadian dollars. To do so, you must use a cheque, similar instrument, or automatic debit that is drawn on and honoured by a bank in Canada. Do not send cash. We can accept late payments, partial payments, postdated payments (payments dated later than the day it was presented for payment) or payments that reflect "paid in full" or other restrictive endorsements without losing our rights. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. We are under no obligation to hold a post-dated cheque and we reserve the right to process every item presented as if dated the same date received by us or our cheque processor. You may not hold us liable for depositing any postdated cheque. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside Canada. If we do, we select the currency conversion rate. We will then credit your Account in Canadian dollars and, except if you are a Quebec Consumer, to the greatest extent not prohibited by law, may deduct any costs incurred in processing your payment. Except if you are a Quebec Consumer, we may instead bill you separately, to the greatest extent not prohibited by law, for these costs.

**Interest Charges (in Quebec, Credit Charges).** We impose interest charges (in Quebec, credit charges) when we apply the applicable interest rates (or in Quebec, the applicable credit rates) to your Account balances. We do this at the end of every billing period.

**Grace Period on Purchases.** You can avoid interest charges (in Quebec, credit charges) on purchases. This is called a grace period. The grace period is at least **25** days. Certain promotional offers may take away the grace period on purchases that are subject to the terms of the promotion.

**Calculation of Interest Charges (in Quebec, Credit Charges).** We calculate interest charges (in Quebec, credit charges) at the end of each billing period. To do this:

- We calculate the average daily balance for each of your different balances during the billing period that is not subject to a grace period. These different balances include, for example,

different promotional balances and any balance not paid in full by the Payment Due Date for the previous billing period (in which case the balance includes both the amount of the applicable purchase(s) and the amount of the interest charges (in Quebec, credit charges) accrued on such purchase(s) as of the first day of the current billing period). Purchases made under the same promotional terms, including interest rate (in Quebec, credit rate) and expiration date, may be part of the same promotional balance. To get an average daily balance for each different balance, we first determine the amount of the balance each day during the billing period by taking the beginning balance on such day, adding any new charges on that day, and subtracting any new credits or payments on that day. We then add the daily amounts together for such balance and divide the total by the number of days in the billing period, which gives us the average daily balance.

- We multiply the average daily balance for each of your different balances by the annual interest rate (in Quebec, the annual credit rate) that applies to it; then we multiply the result by a fraction the numerator of which is equal to the number of days in the billing period and the denominator of which is **365**. This gives us the interest charges (in Quebec, credit charges) for each of your different balances for the billing period.
- We then add up the interest charges (in Quebec, credit charges) for each of your different balances for the billing period, which gives us the total interest charges (in Quebec, credit charges) for the billing period. You authorize us to round the total interest charges (in Quebec, credit charges) for the billing period to the nearest cent.

When we calculate daily balances, we add a purchase as of the transaction date. We subtract a payment credit as of the day it is credited to your Account. We treat a credit balance as a balance of **\$0**.

**Purchase Interest Rate.** The annual interest rate (in Quebec, credit rate) applicable to regular purchases and all non-promotional balances is **18.90%**.

**Returned Payment Fee.** Subject to applicable law, and except for Accounts having one or more Quebec Accountholders, we may add a fee of up to **\$25** if a payment cheque or similar instrument is not honoured or if it is returned because it cannot be processed. We may also add this fee if an automatic debit is returned unpaid. We may assess this fee any time your check or payment is not honoured, even if it is honoured upon resubmission. We may add this fee to the regular purchase balance.

**Promotions.** We may offer you promotional terms for all or a part of any balances. Promotional terms may apply for a limited period. They will be governed by the terms of the applicable promotional offer and this Agreement. The terms of a promotional offer will be disclosed in writing at the time the promotional offer is made available to you by us or a participating authorized merchant and in your Account Statement. Additional information may, from time to time, be available online as may be described in your Account Statement. Each promotional purchase you make will be separately identified on your Account Statement. Promotional balances will become subject to the terms and conditions of regular purchases

upon the expiration of applicable promotional terms period. If you default under this Agreement, we may terminate the promotional terms, immediately and without any advance notice to you, except to the extent that special terms for default are established expressly as part of the promotional offer, in which case those special terms will apply. Promotions offered from time to time with respect to certain specific charged purchases may include the following:

- **No Interest and No Payment Promotions:** For a specified promotional period, no interest charges (in Quebec, credit charges) accrue, and no payments are due, with respect to qualifying purchase balances. After the promotional period, standard terms apply.
- **No Interest and Percentage Payment Promotions:** For a specified promotional period, no interest charges (in Quebec, credit charges) accrue with respect to qualifying purchase balances, with a specified percentage of such balances to be paid each billing period during the promotional period. After the promotional period, standard terms apply.
- **No Interest and Equal Payment Promotions:** No interest charges (in Quebec, credit charges) accrue with respect to qualifying purchase balances, with such balances to be paid in equal monthly installments over a specified promotional period sufficient to pay such balances in full over such period.
- **Special Interest Rate and Payment Promotions:** For a specified promotional period, interest charges (in Quebec, credit charges) accrue at a specified promotional rate with respect to qualifying purchase balances, with such balances to be paid in accordance with the requirements of the specific promotion. After the promotional period, standard terms apply. No grace period for interest charges (in Quebec, credit charges) applies with respect to such promotional balances.

**Rental Promotions.** From time to time, we may offer you the ability to charge to your Account certain rental fees and related rental costs (such as transportation and shipping fees, repair costs and incidentals like fuel) associated with the rental of equipment or other eligible items from participating merchants (all together a "rental transaction"). Rental transaction charges are not subject to interest charges (in Quebec, credit charges) during the applicable promotional period but are due in full on the Payment Due Date for the billing period in which the applicable promotional period expires. Refer to any rental agreement to determine the applicable monthly rental fee and the related rental costs, as well as for all other terms governing your rental transaction.

**Privacy Notice.** You consent to us collecting, using and disclosing information about you (your "Personal Information") in connection with this Agreement, including any information you provided with your application, as well as any credit reports obtained from credit reporting agencies or personal information agents for the following purposes (the "Purposes") and for as long as required to fulfill the Purposes: (a) to determine your financial situation and assess your ongoing credit-worthiness; (b) to provide or determine your eligibility for any services you request; (c) to service, and collect amounts owing on, your Account; (d) to meet legal, regulatory, audit, processing and security requirements; and (e) as permitted or required by law or as you otherwise consent.

We may share Personal Information with our affiliates, subsidiaries, agents and third-party service providers to assist with the Purposes above.

You consent to the disclosure of certain Personal Information to authorized merchants, any guarantor and if there is more than one of you, to each of you. We may also disclose Personal Information to any third parties in connection with the negotiation, assessment or completion of any sale, financing, factoring, hypothecation or other transaction involving all or any part of our business.

You understand that, to the extent provided by applicable law, individuals may (i) have the right to access Personal Information in our custody and control, including the reports obtained from credit reporting agencies and personal information agents, or (ii) obtain information on how to have access to the file held by the credit reporting agencies or personal information agents consulted by us and how to request the rectification of such information in either case, by contacting us by mail sent to CNH Industrial Capital Canada Ltd., P.O. Box 26023, Mississauga, ON L5L 5S0. The file containing Personal Information will be held at our offices and only our employees, mandataries, agents and service providers who require it for the purposes of their duties or obligations will have access to this file. You acknowledge that we outsource various services we provide in connection with our credit products to affiliates and other service providers outside of Canada. As such, your Personal Information may be transferred by us or our affiliates or subsidiaries to agents and service providers outside of Canada for the Purposes and your Personal Information may be processed outside of Canada and accordingly, will be subject to the laws of the foreign jurisdictions where those affiliates or service providers are located (which may include lawful access by U.S. or foreign courts, law enforcement or other government authorities). Please contact our Privacy Officer at the contact information above if you have any questions regarding our personal information practices (including our use of service providers outside of Canada). For more information, please see our Privacy Policy.

**Credit Reporting.** You authorize us to obtain commercial or consumer credit reports from credit reporting agencies for the Purposes. We exchange Personal Information with credit reporting agencies on an ongoing basis (including negative information such as late payments, missed payments or other defaults), and such information will remain in the files of the credit reporting agency. If you provide your SIN, we will share it with credit reporting agencies to help identify you and obtain accurate information about you. We may also obtain follow-up credit reports on you. If you think we reported incorrect information to a credit bureau, write to us at the Customer Service address on your Account Statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

**Changes to this Agreement.** Except if you are a Quebec Consumer, we may change the rates, fees, and terms of this Agreement at any time for any reason. Any changes we make

may add, replace, or remove provisions of this Agreement. They may also change your rights and obligations under this Agreement as well as ours. You will receive advance notice of the change. If you do not agree to the change, you can opt to close your Account by contacting us. You must do this within **25** days of the effective date of the change. If you opt to close your Account, you must pay all amounts owing on your Account. If you or someone you allow uses your Account after the effective date of a change, you will be deemed to have accepted the change. This applies even if the **25**-day opt-out period has not expired.

If you are a Quebec Consumer, we may amend this Agreement at any time to increase the credit rate (including any applicable interest rate), subject to sending you, at least **30** days prior to the date on which such amendment comes into force, a notice setting out exclusively the amended clauses, as they formerly read and as amended, and the date of coming into force of the increase. Any such increase will automatically come into effect on the date indicated in such notice.

In addition, if you are a Quebec Consumer, we may amend any other provision of this Agreement that applies to a Quebec Consumer, including, without limitation, the provisions of this Agreement dealing with: Definitions; Account Use; Authorized Users; Purchases; Balance Transfers; Credit Limit; Account Statements; Change of Information; Minimum Payment Due; Application of Payments; Grace Period on Purchases; Calculation of Interest Charges (in Quebec, Credit Charges); Privacy Notice. To do so, we will send you (if you are a Quebec Consumer), at least **30** days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment). If you are a Quebec Consumer, you may refuse the amendment and cancel this Agreement without cost, penalty or cancellation indemnity by providing us with a notice to that effect no later than **30** days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations.

**Default.** You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; pay by a cheque or similar instrument that is not honoured or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; fail to comply with the terms of this Agreement or any loan agreement, lease agreement or any other agreement evidencing obligations, liabilities or indebtedness to us, or you have made any false or misleading statements on the application for your Account. You also default under this Agreement if you cease ongoing business operations or you die (if you are an individual); become insolvent; suffer an attachment, seizure, execution, or levy against you or your property; make an assignment for the benefit of creditors; file a bankruptcy petition or have one filed against you; have a guardian, conservator, receiver, custodian or trustee appointed for you; are generally not paying your debts as they become due; or experience an adverse change in your financial standing. In addition, you default under this Agreement if you experience a material adverse change in your business; or you agree to or experience a change in the control or structure of your business or the sale or other transfer of all or substantially all of your assets. If you default, we may close your Account and demand immediate

payment of the total balance, subject to, in the case of a Quebec Consumer, the following mandatory clause.

**"Clause required under the Consumer Protection Act.**

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section **69** of the General Regulation, he must forward him a statement of account.

Within **30** days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104** to **110** of the Consumer Protection Act (chapter P-**40.1**) as well as to section **69** of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

**Security Interest and Collateral.** Unless you are a Quebec Accountholder, you grant us a purchase money security interest in all merchandise purchased using your Account, and its proceeds, including insurance proceeds. Unless you are a Quebec Accountholder, in the event you default, such collateral and all other current and after acquired collateral used to secure any of your other obligations, liabilities or indebtedness to us shall also secure the payment and performance of all of your obligations, liabilities and indebtedness to us under this Agreement.

**Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

**Refusal of Your Account.** We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

**Preauthorized Charges.** We may suspend any automatic or other preauthorized charges you arrange with a third party. We may do this if you default; if any Card is lost or stolen; or we change your Account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

**Lost or Stolen Cards; Unauthorized Use.** You must call us if any Card is lost or stolen. You must also call us if you think someone used or may use your Account without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from

those charges.

If you are a Quebec Consumer, your maximum liability for the unauthorized use of a Card is limited to **\$50**. You are not liable for debts resulting from the use of the Card by a third party after you notify us of the loss, theft or other unauthorized use of the Card. However, you may be held liable for the losses incurred by us if we prove that you committed a gross fault as regards the protection of any related personal identification number.

**Closing Your Account.** You may close your Account by notifying us in writing or over the phone. When you do, you must promptly retrieve and, unless we instruct you otherwise, destroy all Cards issued on your Account. We may also close your Account or suspend Account privileges at any time for any reason. We may do this without prior notice to you. If you or we close your Account, you must still repay the total balance in accordance with this Agreement.

**Certain rights and obligations under the Consumer Protection Act (Québec).** If you are a Quebec Consumer, the following mandatory clause applies to you:

**"Clause required under the Consumer Protection Act.**

(Open credit contract for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be

applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to **\$50**. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within **21** days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within **60** days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections **103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127** and **127.1** of the Consumer Protection Act (chapter P-**40.1**) and, if further information is necessary, to contact the Office de la protection du consommateur."

**Governing Law.** This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. However, if the Account includes an Accountholder who

is an individual, this Agreement, in respect of all Accountholders on the Account, will be governed by the laws of the Province or Territory where such individual resides and the laws of Canada that apply in that Province or Territory.

**Information Requests.** You will give us any information that we may lawfully request about use of your Account. This includes any use by you or an Authorized User. You will give us any documents that we may reasonably request about such use. You will give us reasonable help in any investigation about use of your Account. You will also give us reasonable cooperation in any prosecution or other litigation about such use.

**Collection Costs.** Except if you are a Quebec Consumer, to the greatest extent not prohibited by law, you agree to reimburse us or our assignee, if applicable, for expenses and costs incurred in collecting your Account, including, without limitation, collection agency fees, reasonable legal fees and court costs.

**Assignment.** You may not assign your rights or obligations under this Agreement. We may assign any or all of our rights and obligations under this Agreement to a third party.

**Notify Us in Case of Errors or Questions About Your Bill.** If you think your Account Statement is wrong, or if you need more information about a transaction on your Account Statement, contact us by mail at CNH Industrial Capital Canada Ltd., P.O. Box 26023, Mississauga, ON L5L 5S0, or by facsimile at 1-866-439-9549. We must hear from you in writing or by facsimile no later than **60** days after we send you the first statement on which the error or problem appears. In your correspondence, include the following information:

- Your name and Account number.
- The date and dollar amount of the suspected error.
- The transaction reference number from your statement.
- The date of the statement on which the error first appeared.

Describe the error and explain, if you can, why you believe there is an error. If the error involves an inaccurate or unrecognized transaction, include any steps you have taken to address the error with the merchant. If you need more information, describe the item you are unsure about.

**Contact With You.** You agree and expressly consent that we may contact you, the owners and employees of the Accountholder and each guarantor (if any) from time to time for any lawful reason, including, without limitation, with respect to this Agreement, the collection of amounts owed to us, and for offering products or services. For the purposes of this paragraph, "we," "us," and "our" means CNH Industrial Capital Canada Ltd., any authorized merchant, any agent, servicer, or debt collector that CNH Industrial Capital Canada Ltd. or any authorized merchant retain. You agree that we may contact you in any manner we choose unless the law says we cannot. For example, except as prohibited by applicable law, we may: (i) contact you using an automatic dialing and announcing device, prerecorded calls, SMS or text messaging; (ii) contact you at any telephone or mobile number you, your employees or agents or any guarantor have provided or will provide to us; (iii) contact you at any e-mail address you, your employees or agents, or any guarantor have provided or will provide to us; (iv) contact you at any time, including weekends and holidays, unless you have told

us that certain times or days of the week are inconvenient; or (v) attempt to reach you with any frequency. You agree that any contact by us to you is not unsolicited. You understand and agree that we may monitor or record any conversation or other communication with you. You agree that we may do these things whether we contact you or you contact us. If you ask us to discuss your Agreement with someone else, you must provide us with any documents that we ask for and are acceptable to us.

**Usury.** Both you and we intend to conform strictly to applicable usury laws as presently for as long as your Account is outstanding. Accordingly, both you and we agree that, notwithstanding anything to the contrary herein, the sum of all consideration that constitutes interest under applicable law which is contracted for, charged, or received under this Agreement will under no circumstance, exceed the maximum

lawful rate of interest permitted by applicable law. If at any time you are required or obligated to pay interest on your Account in excess of the maximum interest rate permitted under applicable law, your interest rate will be deemed to be immediately reduced to the maximum interest rate permitted under applicable law. Any excess interest shall be credited to you or, if your Account shall have been paid in full, refunded to you by us.

**Language.** You confirm that you have expressly requested that this Agreement and all related documents be drafted in English. *Vous confirmez avoir expressément demandé que la présente convention et tous les conventions et autres documents s'y rapportant soient rédigés en anglais.*

**Further Information.** Call our Customer Service Center toll-free for further information at 1-877-222-7217.