

CREDIT TERMS FOR QUEBEC RESIDENTS

INFORMATION BOX - CREDIT CARD APPLICATION FORM

(CONSUMER PROTECTION ACT, SECTION 119.1)

Credit Rate	18.90%
Grace Period	25 days
Other Charges	None

APPLICANT IDENTITY VERIFICATION Each and any applicant, applicant representative and guarantor must present an unexpired driver's license from their province or territory of residence or an official unexpired government photo identification to an authorized merchant representative. THE AUTHORIZED MERCHANT REPRESENTATIVE WILL VERIFY THE APPLICANT TO THE PHOTO, AND WILL CERTIFY THAT THE FULL EXACT PRINTED NAME, ADDRESS, AND EXPIRATION DATE ON THE IDENTIFICATION FORM CHECKED BELOW IS AN EXACT MATCH TO THE INFORMATION ON THIS APPLICATION.

All fields required unless otherwise noted. Usage: ☐ AG ☐ CE / non AG business purpose

SECTION 1: PRIMARY APPLICANT (If a partnership, a partnership agreement must be provided)

<input type="checkbox"/> Individual or Entity Type: <input type="checkbox"/> Corp <input type="checkbox"/> ULC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership/Trust <input type="checkbox"/> Municipality					
Identification: Expiration Date: <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____					
COMPLETE SUBSECTION A. OR B. BELOW (but not both).					
A. INDIVIDUAL APPLICANTS (sole proprietorships only)			B. NON-INDIVIDUAL APPLICANTS (including entities, partnerships and municipalities)		
Legal Name (as PRINTED on above identification):			Legal BUSINESS Name:		
SIN: <small>(optional to help obtain accurate information from credit bureaus)</small>	Date of Birth:	Primary Phone:	Business ID Number:	Province Formed:	Business Phone:
Residential Street Address:			Physical Street Address:		
City:	Province:	Postal Code:	City:	Province:	Postal Code:
Email (optional):	Year Business Est.:		Email (optional):	Year Business Est.:	
<u>Additional Information Required for Quebec Individual Applicants</u>			<u>Representative Information (individual signing on behalf of primary applicant)</u>		
Monthly Gross Income:	Monthly Housing Expenses:	Monthly Credit/Loan/Lease Payments:	Legal Name:	Date of Birth:	
Source of Income:			City:	Province:	Postal Code:
Employment Status:					
Occupation:			C. ALTERNATIVE BILLING ADDRESS (optional)		
Current Employer's Name (if applicable):			Street:		
Years with Current Employer (if applicable):			City:	Province:	Postal Code:

SECTION 2: ADDITIONAL APPLICANT (Must be an individual; required if a partnership is listed in 1B above, but optional for all others)

Identification: Expiration Date: <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____			
Legal Name (as PRINTED on above identification):	SIN (optional to help obtain accurate information from credit bureaus):	Date of Birth:	Primary Phone:
Residential Address:	City:	Province:	Postal Code:
Email (optional):	Year Business Est:		
<u>Additional Information Required for Quebec Individual Applicants</u>			
Monthly Gross Income:	Monthly Housing Expenses:	Monthly Credit/Loan/Lease Payments:	
Source of Income:	Employment Status:		
Occupation:	Current Employer's Name (if applicable):	Years with Current Employer (if applicable):	

SECTION 3: ADDITIONAL AUTHORIZED USERS (optional): Legal Name: _____ Legal Name: _____

SECTION 4: MONTHLY PAYMENT DUE DATE (optional - select one): ☐ 2nd of month ☐ 7th of month ☐ 12th of month ☐ 17th of month ☐ 22nd of month

SECTION 5: GUARANTOR (optional; may only be an individual)

Identification: Expiration Date: <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____			
Legal Name (as PRINTED on above identification):	SIN (optional to help verify identity and obtain accurate information from credit bureaus):	Date of Birth:	Primary Phone:
Residential Address:	City:	Province:	Postal Code:
Email (optional):	Year Business Est:		

The Primary Applicant and any Additional Applicant (individually, and collectively, "Applicant") hereby (1) requests that CNH Industrial Capital Canada Ltd. ("Creditor"), establish a Productivity Plus Account ("Account"); (2) acknowledges and agrees that they have received and reviewed copies of the Productivity Plus Account Agreement (the "Account Agreement"), and agree that if an Account is opened in response to this application, Applicant's signature (or that of Applicant's representative) on this application or any other document signed in connection with the Account Agreement will constitute Applicant's signature on, and Applicant's agreement to the terms of, the Account Agreement; (3) agrees that Creditor may communicate with the Applicant at the email address, phone number or other contact information provided above to offer and promote additional products and services from Creditor and its affiliates and subsidiaries that might benefit Applicant via direct mail, telemarketing, SMS/text messaging, billing inserts (to opt out of this use you can contact us at); and (4) certifies that all information provided in this application is true and correct. If an Account is opened in response to this application, Applicant agrees that **THE ACCOUNT SHALL BE USED ONLY FOR COMMERCIAL PURPOSES, AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR ANY OTHER PURPOSES** Any individual signing this application on behalf of a non-individual Applicant hereby certifies that they are authorized to sign on behalf of such Applicant.

Applicant and any guarantor must be a resident of Canada and, if a natural person, 18 or 19 years of age depending on the age of majority applicable to the province or territory in which the Applicant resides. Creditor may ask to see Applicant's and any guarantor's driver's license or other identifying documents; and obtain identification information about Applicant or anyone Applicant seeks to add to the Account if an Account is opened in response to this application. To receive an Account, Applicant must meet certain credit qualification criteria. If Applicant's application is approved, Applicant will be informed of their credit limit when the Account is opened. Applicant agrees that any facsimile and electronic copies of signatures on this application shall have the same effect as originals. Applicant hereby declares that they expressly requested and confirms the request that this application and all related documents be drawn up in the English language only. Le demandeur déclare, par les présentes, avoir expressément demandé et confirmé que la demande de crédit et que tous les documents y afférents soient rédigés uniquement en langue anglaise.

Applicant's electronic signature on any application submitted electronically (whether online, DocuSign or other method) will have the same effect as a physical signature.

Applicant expressly authorizes Creditor to obtain commercial or consumer credit reports from credit reporting agencies for the purposes of evaluating the Applicant's application for credit, managing and assessing risk (including fraud prevention), and verifying the Applicant's ongoing credit worthiness. Creditor also exchanges 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 on an optional basis, we will share it with credit reporting agencies to help identify and obtain accurate information about you. This authorization is effective as of the date of this application and, if credit is extended to the Applicant, will be effective until the end of the term of the Account Agreement. Creditor will provide the Applicant with the name and address of the credit reporting agency on request.

X			
Signature of Primary Applicant or Representative	Printed Name	Title (For Representatives Only)	Date
X			
Signature of Additional Applicant (if any)	Printed Name	Date	

Personal Guarantee

If an Account is opened in response to this application, then in consideration of Creditor financing purchases by Applicant, the undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all Applicant's obligations due under the Account Agreement, and further agrees, in the event of any default under the Account Agreement, to pay the total balance due on the Account upon demand, without requiring Creditor or any assignee to make demand and/or proceed first to enforce the Account Agreement against Applicant. The payment obligations of Guarantor are the direct, primary, continuing and absolute obligations of the Guarantor and Guarantor's heirs, successors and assigns and not merely a guaranty of collection, and such obligations shall not be released, discharged, limited or otherwise affected by, and Guarantor hereby waives, to the greatest extent permitted by law (1) notice of any modification or amendment of the Account Agreement, increases or decreases in the amount of the credit limit or purchases financed using the Account, (2) Applicant's non-performance or breach of the Account Agreement, and (3) any act or omission of any person or any other circumstances whatsoever which might constitute a legal or equitable discharge, limitation or reduction of Guarantor's obligations hereunder. The undersigned also waives any benefit of discussion or division. This personal guarantee shall remain in effect until the Account has been closed and all amounts due with respect thereto have been paid in full.

The Guarantor acknowledges and agrees that: they have received and reviewed a copy of the Account Agreement; and they will execute any additional documentation requested by Creditor in order to ensure the validity or enforceability of this guarantee. Guarantor hereby declares that they expressly requested and confirms the request that this application and all related documents be drawn up in the English language only. Le garant déclare, par les présentes, avoir expressément demandé et confirmé que la demande de crédit et tous les documents y afférents soient rédigés uniquement en langue anglaise. Guarantor agrees that any facsimile and electronic copies of signatures on this application shall have the same effect as originals.

Guarantor's electronic signature on any application submitted electronically (whether online, DocuSign or other method) will have the same effect as a physical signature.

Guarantor expressly authorizes Creditor to obtain commercial or consumer credit reports from credit reporting agencies for the purposes of evaluating the Applicant's application for credit, managing and assessing risk (including fraud prevention), and verifying the Guarantor's ongoing credit worthiness. Creditor also exchanges 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. This authorization is effective as of the date of this application and, if credit is extended to the Applicant, will be effective until the end of the term of the Account Agreement. Creditor will provide the Guarantor with the name and address of the credit reporting agency on request.

X			
Signature of Applicant	Printed Name	Title (not for Individual Applicant)	Date

Privacy Notice

Each Applicant and any Guarantor signing this application (each of the forgoing sometimes hereinafter referred to as "You") consents to Creditor collecting, using and disclosing information about you (your "Personal Information") in connection with this Application or on or through any other contract completed by you in conjunction with this application, as well as on 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 this application; (b) to provide or determine your eligibility for any services you request; (c) to verify your identity and credit-worthiness; (d) to service, and collect amounts owing on, the Account; (e) to meet legal, regulatory, audit, processing and security requirements; and (f) as permitted or required by law or as you otherwise consent.

Creditor may share Personal Information with its affiliates, subsidiaries, agents and third-party service providers to assist with the Purposes above. You consent to the disclosure of certain Personal Information, including Creditor's decision regarding this application, to Authorized Merchant and each Applicant and Guarantor signing this application. Creditor 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 the business of Creditor.

You understand that, to the extent provided by applicable law, individuals may (i) have the right to access Personal Information in Creditor's 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 Creditor and how to request the rectification of such information in either case, by contacting Creditor by mail sent to CNH Industrial Capital Canada Ltd. at P.O. Box 26023, Mississauga, ON L5L 5S0. The file containing Personal Information will be held at Creditor's offices and only Creditor's 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 Creditor outsources various services it provides in connection with its credit products to affiliates and other service providers outside of Canada. As such, your Personal Information may be transferred by Creditor or its 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 US 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.