Productivity Plus | CNH Capital

OFFER SUMMARY - PRODUCTIVITY PLUS ACCOUNT

The calculations below are based on an initial draw of your full Approved Credit Limit of $10,000.00 and assume that you will choose to make minimum payments, that you miss no payments, and that you do not re-draw on this line. Actual costs may differ substantially.

Funding Provided	$10,000.00	This is the maximum amount of funding CNH Industrial Capital America LLC may provide. Due to deductions or payments to others, the total funds that will be provided to you directly if you request the maximum amount is $0.00. For more information on what amounts will be deducted, please review the attached document "Itemization of Amount Financed."
Annual Percentage Rate (APR)	14.80%	APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and other finance charges you pay and the payments you make. APR is not an interest rate. Your interest rate is 14.80%. Your APR may be higher than your interest rate because APR incorporates interest costs and other finance charges.
Estimated Finance Charge	$11,858.83	This is the dollar cost of your financing based upon the assumptions described at the top of this disclosure.
Estimated Total Payments	$21,858.83	This is the total dollar amount of payments you will make during the term of the contract based upon the assumptions described at the top of this disclosure.
Estimated Payment	Month 1: $100.00/month Month 2: $111.04/month Months 3-12: $200.88 - $219.95/month ($219.95 for Month 3 reducing to $200.88 by Month 12) Months 13-24: $178.06 - $198.87/month ($198.87 for Month 13 reducing to $178.06 by Month 24) Months 25-36: $157.83 - $176.28/month ($176.28 for Month 25 reducing to $157.83 by Month 36) Months 37-48: $139.90 - $156.25/month ($156.25 for Month 37 reducing to $139.90 by Month 48) Months 49-60: $124.00 - $138.50/month ($138.50 for Month 49 reducing to $124.00 by Month 60) Months 61-72: $109.91 - $122.76/month ($122.76 for Month 61 reducing to $109.91 by Month 72) Months 73-96: $86.36 - $108.82/month ($108.82 for Month 73 reducing to $86.36 by Month 96) Months 97-120: $67.85 - $85.49/month ($85.49 for Month 97 reducing to $67.85 by Month 120) Months 121-156: $47.25 - $67.17/month ($67.17 for Month 121 reducing to $47.25 by Month 156) Months 157-192: $32.91 - $46.78/month ($46.78 for Month 157 reducing to $32.91 by Month 192) Months 193-240: $20.31 - $32.58/month ($32.58 for Month 193 reducing to $20.31 by Month 240) Months 241-376: $2.75 - $20.11/month ($20.11 for Month 241 reducing to $2.75 by Month 376) Payment amounts will decrease each month after Month 3. The payment amounts and statement above are based upon the assumptions described at the top of this disclosure, that each month is comprised of 30.417 days, that the initial draw occurs on the 25th day of a month, and that the billing cycle ends on the 25th day of the month.	
Draw Period	No pre-determined draw period length	There is no pre-determined draw period length. Charging privileges commence at account opening but may be cancelled or suspended by CNH Industrial Capital America LLC at any time.
Term	31 years and 4 months	
Prepayment	If you pay off the financing early, you will not need to pay any portion of the finance charge other than unpaid interest accrued (if applicable). If you pay off the financing early you will not pay additional fees.	
Collateral Requirements	Purchase money security interest in all merchandise purchased using your account and any proceeds thereof, together with any other current and after-acquired collateral used to secure any of your other obligations, liabilities or indebtedness to CNH Industrial Capital America LLC.	
Avoidable Fees and Charges	Late fees, returned payment fees, finance charges assessed at a rate exceeding the Annual Percentage Rate described above after one or more defaults, and expenses and costs incurred in collecting your account, including, without limitation, collection agency fees, attorneys' fees and court costs.	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

X ______________________________ ______________________
Recipient Signature Date

X ______________________________ ______________________
Recipient Signature Date

Productivity Plus | CNH Capital

ITEMIZATION OF AMOUNT FINANCED		
1.	Amount Given Directly to You	$0.00
2.	Amount Paid to Merchants Authorized by You	$10,000.00
3.	Amount Provided to You or on Your Behalf (1+2)	$10,000.00
4.	Prepaid Finance Charges: None	$0.00
5.	Amount Financed (3 minus 4)	$10,000.00

The figures and calculations above assume you draw your full approved credit limit of $10,000.00 in one transaction and do not re-draw.

Productivity Plus Account Application

APPLICANT IDENTITY VERIFICATION Each and any applicant, applicant representative and guarantor must present an unexpired driver's license from their state of residence or an official unexpired government photo identification to an authorized dealer representative. THE AUTHORIZED DEALER 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. **CALIFORNIA RESIDENTS: BEFORE PROVIDING YOUR PERSONAL INFORMATION, YOU MAY REVIEW YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OF 2018 AT WWW.CNHCAPITAL.COM/EN_US/PAGES/CCPA.ASPX OR REQUEST A COPY FROM YOUR DEALER.**

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)

☐ Individual or Entity Type: ☐ Corp ☐ LLC ☐ LLP ☐ Partnership/Trust ☐ Municipality					
Identification: Expiration Date: ______ ☐ Driver's License ☐ Passport ☐ 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:		
SSN:	Date of Birth:	Primary Phone:	Tax ID:	State Formed:	Business Phone:
Residential Street Address:			Physical Street Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Email (required):		Year Business Est.:	Email (required):		Year Business Est.:
C. ALTERNATIVE BILLING ADDRESS (optional)			Representative Information (individual signing on behalf of primary applicant)		
Street:			Legal Name:		Date of Birth:
City:	State:	Zip Code:	City:	State:	Zip 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: ______ ☐ Driver's License ☐ Passport ☐ Other Government Issued ID (describe): ______			
Legal Name (as PRINTED on above identification):	SSN:	Date of Birth:	Primary Phone:
Residential Address:	City:	State:	Zip Code:
Email (required):			Year Business Est:

SECTION 3: FOR CALIFORNIA APPLICANTS ONLY (those with a California address listed above)

Does any California Applicant have annual gross receipts less than $16,000,001? ☐ Yes ☐ No	
Is any California Applicant a "Family Farm"*? ☐ Yes ☐ No	Is any California Applicant a "Nonprofit"**? ☐ Yes ☐ No

*"Family Farm" means a business operation meeting all of the following: (1) produces agricultural commodities for sale in sufficient quantities so that it is recognized as a farm rather than a rural residence; (2) a substantial amount of physical operating labor is provided by, the majority of day-to-day operating decisions are made by, and all strategic management decisions are made by: (a) the Applicant, with input and assistance allowed from relatives of the Applicant, in the case of an individual Applicant, or (b) the members responsible for operating the farm, in the case of an entity Applicant; (3) may use full-time hired labor in amounts only to supplement family labor; and (4) may use reasonable amounts of temporary labor for seasonal-peak workload periods intermittently for labor intensive activities.

**"Nonprofit" means any organization not organized for profit and no part of the net earnings of which inures to the benefit of any individual or entity.

SECTION 4: ADDITIONAL AUTHORIZED USERS (optional): Legal Name: ______ Legal Name: ______

SECTION 5: MONTHLY PAYMENT DUE DATE (optional - select one): ☐ 2nd of month ☐ 7th of month ☐ 12th of month ☐ 17th of month ☐ 22nd of month

SECTION 6: GUARANTOR (optional; may only be an individual)

Identification: Expiration Date: ______ ☐ Driver's License ☐ Passport ☐ Other Government Issued ID (describe): ______			
Legal Name (as PRINTED on above identification):	SSN:	Date of Birth:	Primary Phone:
Residential Address:	City:	State:	Zip Code:
Email (required):			Year Business Est:

The Primary Applicant and any Additional Applicant (individually, and collectively, "Applicant") hereby (1) requests that CNH Industrial Capital America LLC or, if the account is to be opened in Nevada, an authorized Nevada merchant (as applicable, "Creditor"), establish a Productivity Plus Account ("Account") and issue to Applicant one or more card(s) (if card(s) are issued to access the Account); (2) acknowledge and agree 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) expressly authorizes Creditor to investigate Applicant's credit worthiness and identification, including without limitation by obtaining commercial or consumer credit reports from credit reporting agencies and other information and credit records, and to share such information and information regarding Applicant, Applicant's identification documents, the Account or Creditor's credit experience with Applicant, with credit reporting agencies, identity verification service providers, other creditors of Applicant, authorized merchants, third parties that Creditor reasonably believes are conducting credit inquiries in accordance with applicable law, and subsidiaries and affiliates of Creditor, and to use the aforementioned information for any lawful purpose, including collecting any debt of Applicant owed to Creditor; (4) agrees and expressly consents that by providing Creditor or authorized merchants with any email address or telephone number, including any mobile number, that Creditor and any servicer, agent or debt collector that Creditor retains, may contact Applicant using that email address or telephone number, including the use of an automatic dialing and announcing device, prerecorded calls and SMS/text messaging; and (5) 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.

Productivity Plus | CNH Capital

If the Account is to be opened in Nevada, then Applicant's authorized Nevada merchant will be the initial Creditor, and Applicant agrees that (i) the Account is not a revolving loan but a retail charge agreement governed by Federal law and Title 8, Chapter 97 of the Nevada Revised Statutes; (ii) the terms of the Account will apply to all future purchases of goods and services under the Account; (iii) Creditor may at any time assign the Account to a third party, including to CNH Industrial Capital America LLC; and (iv) the Account will continue to be governed by the terms of Applicant's retail charge agreement after any assignment unless specifically amended.

Applicant and any guarantor must be a resident of the United States and, if a natural person, at least 18 years of age. 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.

NOTICE TO CALIFORNIA RESIDENTS: An applicant, if married, may apply for a separate account. NOTICE TO NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer report may be obtained to evaluate this application and subsequently in connection with any updates, renewals or extensions of credit for which application was made and for purposes of reviewing the account, increasing any credit limit, taking collection action or for other legitimate purposes. Upon request, New York residents will be informed whether a consumer report was obtained, and if so, the name and address of the consumer reporting agency. NOTICE TO OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. NOTICE TO MARRIED WISCONSIN RESIDENTS: Wisconsin law provides that no marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes or court decree under section 766.70 of the Wisconsin Statutes relative to marital property shall adversely affect a creditor's interest, unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree, or creditor has actual knowledge of the adverse provision when the obligation to creditor is incurred. Each and any Applicant that is a married Wisconsin resident acknowledges and agrees that, if an Account is opened in response to this application, their obligations with respect to the Account and the Account Agreement, will be incurred in the interest of their marriage or family.

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

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 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. Guarantor expressly authorizes Creditor to investigate Guarantor's credit worthiness and identification, including without limitation by obtaining commercial or consumer credit reports from credit reporting agencies and other information and credit records, and to share such information and information regarding Guarantor, Guarantor's identification documents or the Account or Creditor's credit experience with Guarantor, with credit reporting agencies, identity verification service providers, other creditors of Guarantor, the authorized dealer, third parties that Creditor reasonably believes are conducting credit inquiries in accordance with applicable law, and subsidiaries and affiliates of Creditor, and to use the aforementioned information for any lawful purpose, including collecting any debt of Applicant or Guarantor owed to Creditor. The undersigned acknowledges and agrees that they have received and reviewed a copy of the Account Agreement, and further acknowledges and agrees that if an Account is opened in response to this application, the terms and enforcement of the personal guarantee of Guarantor contained herein, shall be governed by Federal law and the law of the state that governs the terms and enforcement of the Account Agreement. **GUARANTOR HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THE ACCOUNT, THE ACCOUNT AGREEMENT OR THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, THE PERSONAL GUARANTEE OF GURANTOR CONTAINED HEREIN.** If Guarantor is a married Wisconsin resident, Guarantor acknowledges and agrees that their obligations hereunder are incurred in the interest of their marriage or family. 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.

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