

This Productivity Plus Account Agreement (this "Agreement") contains the terms and conditions which govern your account in our Productivity Plus program. Please read this document and keep it with your other important papers. Note that there is jury trial waiver provision and Wisconsin governing law provision. Each use of your account to charge purchases constitutes an extension of credit from us to you for commercial, business, agricultural, or governmental purposes. You may not use this account to purchase goods or services for personal, family or household purposes.

**Definitions.** In this Agreement, the word "account" means the relationship established between you and us by this Agreement. The words "authorized user" means any person you allow to use your account. The word "borrower" means each and any corporation, limited liability company, partnership, sole proprietorship, association, governmental agency, or other entity or organization that applied to open your account and any successors to that entity or organization. Except where otherwise noted, the words "we," "us," and "our" mean the issuer of your account, either CNH Industrial Capital America LLC or, if your account is opened in Nevada, your authorized Nevada merchant, and their respective successors, assigns and representatives. The words "you," "your," and "yours" means each and any borrower.

**Account Use.** By using your account, 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 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. Because your account is a business account, you understand that certain federal and state consumer protection laws do not apply to it. You agree that all purchases made in Nevada from an authorized Nevada merchant are credit sales made by such merchant pursuant to Nevada law and subject to the terms of this Agreement and may be purchased from merchant by CNH Industrial Capital America LLC. If purchased by CNH Industrial Capital America LLC, you agree that such credit sales may be added to your Productivity Plus account with CNH Industrial Capital America LLC and governed by the terms of this Agreement.

**Joint and Several Liability.** You must pay us for all amounts due on your account. Each borrower is jointly and severally liable for all amounts owed on your account. 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 borrower agrees that the delivery of notices or billing statements to any one of them constitutes delivery to each of them, and each borrower 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 card 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, and our successors and assigns, from any losses, damages or other liability arising from the claim.

**Purchases.** You may use your account to make purchases from participating authorized merchants. You agree to pay us all amounts charged for purchases, plus finance charges and the other charges described below. 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 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 with a participating authorized merchant is transferred to your account, the transferred balance shall, from the date of the transfer, be subject to the finance 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 billing statement. We may, but are not required to, approve transactions that would result in your account balance exceeding your credit limit. Subject to applicable law, we may reduce or 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.

**Billing Statements.** We will send you a billing statement that shows your new balance. 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 periodic finance charges or fees and make other adjustments. Your billing statement also shows your transactions; the minimum payment due and payment due date; your credit limit; and your periodic finance charges and fees. We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible. We may also stop sending you statements if we send your account to an outside agency or attorney for collection. Periodic finance charges and fees continue to add up even if we stop sending statements.

**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 periodic finance charges; PLUS
- Any late fees or other 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. The Adjusted Non-Promotional Balance equals the new balance referenced on the billing statement for the billing period less any fees or finance charges assessed during the billing period, and less any balances subject to promotional terms.

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 the total unpaid balance of your account.

**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 billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or automatic debit that is drawn on and honored by a bank in the U.S. 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 check and we reserve the right to process every item presented as if dated the same date received by us or our check processor. Borrower may not hold us liable for depositing any postdated check. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars and, to the greatest extent not prohibited by law, may deduct any costs incurred in processing your payment. We may instead bill you separately, to the greatest extent not prohibited by law, for these costs.

**Periodic Finance Charges.** We impose periodic finance charges when we apply interest rates to your account balances. We do this at the end of every billing period.

**Grace Period on Purchases.** You can avoid periodic finance charges on purchases. This is called a grace period on purchases. The grace period on purchases 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 Periodic Finance Charges.** We calculate periodic finance charges at the end of each billing period. To do this:

- We calculate each of your different balances for each day during the billing period that is not subject to a grace period. These 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 periodic finance 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 and expiration date, may be part of the same promotional balance. To determine a balance each day, we take the beginning balance on such day, add any new charges on that day, and subtract any new credits or payments on that day.
- We multiply each daily balance that is not subject to a grace period by the daily periodic rate that applies to it. To get a daily periodic rate for a given balance for any day, we divide the applicable annual interest rate as of such day by 365. We do this for each day in the billing period. This gives us the daily periodic finance charges for each of your different balances that is not subject to a grace period for each day.
- We then add up all the daily periodic finance charges. The sum is the total periodic finance charges for the billing period. You authorize us to round the total billing periodic finance charges to the nearest cent.

When we calculate daily balances, we add a purchase as of the transaction date. We subtract a payment or credit as of the day it is credited to your account and then make other adjustments. We treat a credit balance as a balance of zero.

**Interest Rates Determined with Reference to Prime Rate.** We calculate any interest rate based on the U.S. Prime Rate ("Prime Rate") by adding the applicable amount to the Prime Rate. For each day in a calendar month, we use the Prime Rate published in *The Wall Street Journal* on the twentieth day of the immediately preceding calendar month (or on the next day published if not published on the twentieth day). If *The Wall Street Journal* does not publish the Prime Rate, we may substitute a similar published rate and notify you regarding the substitute rate. A change in an interest rate due to a change in the Prime Rate we use takes effect on the first day of the calendar month following the change in such Prime Rate. We apply the applicable interest rate to any existing balances, subject to any promotional rate that may apply. If an interest rate increases, periodic finance charges will also increase. Your minimum payment may also increase as well.

**Purchase Interest Rate.** The annual interest rate applicable to regular purchases and all non-promotional balances equals the Prime Rate plus 9.90%, but not less than 17.90% and not more than 25.90%; provided, however, that absent a default, such annual interest rate will not exceed 9.50% if you live in Alaska, will not exceed 7.60% if you live in Kentucky, will not exceed 14.80% if you live in New York, and will not exceed 16.60% if you live in West Virginia.

**Default Interest Rate.** Interest rates on your balances (excluding promotional interest rates on promotional balances) will automatically increase (if the default annual interest rate is higher) to the default annual interest rate if you default because you do not make the minimum payment due by the payment due date for three billing periods in a row. The default annual interest rate equals the Prime Rate plus 16.90% but will not be less than 22.90% and will not exceed 25.90%; provided, however, the default annual interest rate will not exceed 9.50% if you live in Alaska, will not exceed 7.60% if you live in Kentucky, will not exceed 22.40% if you live in New York, and will not exceed 16.60% if you live in West Virginia. The default annual interest rate takes effect as of the first day of the billing period immediately following the third consecutive billing period for which you fail to make the minimum payment due by the payment due date. We will lower the

interest rate for all balances at the default annual interest rate if you meet the terms of this Agreement for six billing periods in a row and a lower interest rate would otherwise apply.

**Late Fee.** Subject to applicable law, we may add a late fee of up to \$25 for each billing period you do not pay the minimum payment due by the payment due date. We may add this fee to the regular purchase balance.

**Returned Payment Fee.** Subject to applicable law, we may add a fee of up to \$25 if a payment check or similar instrument is not honored 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 honored, even if it is honored 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 your billing statement, in a change in terms notice and/or by participating authorized merchants. Additional information may, from time to time, be available online as may be described in your billing statement. Each promotional purchase you make will be separately identified on your billing 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 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 finance 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 finance charges accrue with respect to qualifying purchase balances, with a specified percentage of such balances to be paid each billing cycle during the promotional period. After the promotional period, standard terms apply.
- **No Interest and Equal Payment Promotions:** No finance 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, finance 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 finance 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 finance 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.

**Credit Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. 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 billing 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.

**Information Sharing.** You authorize us to share any information about you with others (including within CNH Industrial Capital America LLC and with CNH Industrial America LLC, and their subsidiaries and affiliates and with participating merchants). This includes information we get from you and from others, including, but not limited to information you provided with your application. It also includes information about your account and your transactions with us. You authorize us, and any one we share information with, to use it in any manner permitted by law.

**Changes to this Agreement.** 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. These changes are binding on you unless you have the right to opt out and you choose to opt out by following our instructions. You will have a right to opt out if the change will cause a rate or fee to increase. In that case, we will send you advance written notice of the change. We will do this at least 30 days before the beginning of the billing period in which the change takes effect. If you do not agree to the change, you can opt out by contacting us. You must do this within 25 days of the effective date of the change. If you opt out, we may close your account. In which case, you can then pay the remaining balance under the old rates, fees, and terms. 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.

**Default.** You default under this Agreement if you fail to pay the minimum payment due by its due date; pay by a check or similar instrument that is not honored 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; become insolvent; suffer an attachment, 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.

**Security Interest and Collateral.** You grant us a purchase money security interest in all merchandise purchased using your account, and its proceeds, including insurance proceeds. 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. The Agreement is a "security agreement" as that term is defined in the Uniform Commercial Code and this provision is intended to provide that any collateral securing any other obligations to us shall secure 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.

**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. If you close your account, you must still repay the total balance in accordance with this Agreement. 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.

**Governing Law; Jury Trial Waiver.** Federal law and the laws of the State of Wisconsin, without regard to its rules as to conflicts of laws, govern the terms and enforcement of this Agreement, except as otherwise specified below. If your account was opened by an authorized merchant in Nevada, federal law and Title 8, Chapter 97 of the Nevada Revised Statutes govern the terms and enforcement of this Agreement as a retail charge agreement, including after assignment. **YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR YOUR ACCOUNT.**

**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.** 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 attorneys' 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. Accounts originated by

authorized merchants in Nevada will be assigned to CNH Industrial Capital America LLC.

**Notify Us in Case of Errors or Questions About Your Bill.** If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, contact us by mail at CNH Industrial Accounts, P.O. Box 63048, Newark, NJ 07101-8065, 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 borrower 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 America LLC, any authorized merchant, any agent, servicer, or debt collector that CNH Industrial Capital America LLC 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 email 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.

**Further Information.** Call us toll-free for further information. Call the toll-free Customer Service Center telephone number shown on your billing statement.