

Agricultural, Consumer,
Commercial and
Governmental
Use Account



JOHN DEERE
FINANCIAL

CREDIT APPLICATION

Quebec (English Version)

Multi-Use Account

CROP INPUTS | PARTS, SERVICE & TECHNOLOGY | FARM SUPPLIES



JohnDeereFinancial.ca/Advantage

August 2019

10 ways John Deere Financial goes to work for your operation.

- Helps you purchase everyday essentials like fuel, parts and service, and larger seasonal supplies like seed, fertilizer and crop protection products.
- Consolidates your Multi-Use Account purchases on one account.
- Offers one-statement/one-payment convenience month after month.
- Saves you money with competitive financing options.
- Improves your cash flow with flexible payment options.
- Rewards you with exclusive, deferred-payment finance opportunities.¹
- Simplifies account management with user-friendly phone and online capabilities.
- Keeps you informed with monthly statements and annual purchase summaries.
- Provides you with exceptional customer service.
- Makes it easy to apply:
 - Visit **MyMulti-UseAccount.ca** to print an application.
 - Stop by a local merchant to complete an in-store application.
 - Call **1-800-356-9033** to have an application mailed to you.

The Multi-Use Account.

The one thing you need to run a more efficient, more profitable operation.

¹Subject to merchant approval and John Deere Financial participation. Minimum finance amount may be required. In the event of default, interest on all outstanding balances will accrue immediately at 19.75% per annum from the date of default until paid in full. See your Multi-Use Account dealer or merchant for details including cost of credit disclosure. Program subject to change, without notice, at any time.



CR4610078 Litho in U.S.A. (19-08)

Completing your application.

To ensure that John Deere Financial receives all of the information necessary to process your application, please follow the guidelines below:

Requested Credit Limit*:	Complete the Following Application Pages:	Other Required Information:
Up to \$50,000**	Page 1, 2 and 3	None
\$50,001 – \$120,000**	Page 1, 2 and 3	A current detailed balance sheet with supporting schedules less than 12 months old. If a Partnership, Corporation or ULC, also include the current personal balance sheet with supporting schedules of the partners, president, owner or managing member.
\$120,001 - \$300,000**	Page 1, 2 and 3	Include lender-prepared (or equivalent) balance sheet and supporting schedules from the past two consecutive years. If a Partnership, Corporation or ULC, also include the most recent two years of lender-prepared (or equivalent) personal balance sheets with supporting schedules of the partners, president, owner or managing member.
More than \$300,000**	Page 1, 2 and 3	Documents listed above, plus the most recent two years of income statements/tax returns. If the applicant is a Partnership, Corporation, or Unlimited Liability Corporation, include most recent two years' personal tax returns of at least one of (i) partner, (ii) the president, (iii) the Primary Owner, (iv) the managing member.

*This is the combination of requested Regular Limit and Special Terms Limit, if applicable. See the terms and conditions for more information about the two types of credit limits.

**John Deere Financial reserves the right to request additional information if needed.

Questions?

Call 1-800-356-9033 for assistance from a John Deere Financial Customer Service Representative.

Submitting your application.

After you have completed the application and gathered any additional attachments, please take your information to any local John Deere Financial merchant to apply in person. Or, select from the following options:

Fax:

1-800-243-6649

Mail:

John Deere Financial Inc.
3430 Superior Court
Oakville, ON L6L 0C4

Multi-Use Account Credit Application for Quebec

CR4610078 Litho in U.S.A. (19-08)

To apply for a John Deere Financial Multi-Use Account please complete this application. Your local John Deere Financial dealer or merchant may fax your application to John Deere Financial at 1-800-243-6649, or you may mail this completed application to: John Deere Financial Inc. Application Processing, 3430 Superior Court, Oakville, ON L6L 0C4. If you have questions about how to complete this application, please call 1-800-255-5127.

Primary Use Type: (Check one)

- Agricultural purchases Governmental purchases Commercial (Non-Agricultural) purchases
 Consumer purchases Other (Type of organization using the account) _____

Tell us about your application: (Check one and complete all applicable sections indicated in parentheses)

- Individual/Sole Proprietor (A,C,E,F) Corporation (B, C, D, E, F) Governmental Agency (B,C) Consumer (A,E,F)
 Partnership (B,C,D,E,F) – General Partner or Partner with signing authority must sign application Other (specify) _____

Language Preference: English French

SECTION A: For Individual/Sole Proprietor/Consumer (Please print)

Name as it should appear on Account: _____
First Name: _____ Last Name: _____
Date of Birth (mm/dd/yy): ____/____/____ Gross Annual Income: \$ _____
Home Phone: _____
Current Address: _____
City: _____ Province: _____ Postal Code: _____
Source(s) of Income (Employment, Pension...): _____
Employment Details: Occupation: _____ Employer's name _____
Type of Employment:
 full time part time temp/casual contractor self-employed Length of Service (months/years) _____
Total Monthly Recurring Housing Expenses: \$ _____
Total Monthly Credit Expenses (Credit Contract/Lease): \$ _____

SECTION B: For Corporations, Partnerships, Government Agencies and Other Organizations

Business Name: _____ Business Phone: _____
Contact First Name: _____ Last Name: _____

SECTION C: For all Business Structures

Billing Address: _____
City: _____ Province: _____ Postal Code: _____
Years in Business: _____ Type of Business: _____ Assets: \$ _____
Liabilities: \$ _____ Net Worth: \$ _____
Annual Gross Sales: \$ _____ Net Income (last full year): \$ _____

SECTION D: For Corporations and Partnerships Primary Owner General Partner or Partner with Signing Authority

First Name: _____ Last Name: _____
Title: _____
Date of Birth (mm/dd/yy): ____/____/____
Current Address: _____
City: _____ Province: _____ Postal Code: _____
Source(s) of Income (Employment, Pension...): _____
Employment Details: Occupation: _____ Employer's name _____
Type of Employment:
 full time part time temp/casual contractor self-employed Length of Service (months/years) _____
Total Monthly Recurring Housing Expenses: \$ _____
Total Monthly Credit Expenses (Credit Contract/Lease): \$ _____
Net Worth: \$ _____ Gross Annual Income: \$ _____ % Ownership: _____

Applicant Name: _____

SECTION E: For all Except Government Agencies

Bank Name: _____ City: _____ Province: _____

Contact Name: _____

Contact Phone Number: _____ Account Number: _____

Check all that apply: Chequing Savings - Balance \$ _____ Visa MasterCard Canadian Tire Other: _____

P.S.T. # (if exempt): _____ G.S.T. # (if exempt): _____

SECTION F: For all Agricultural Accounts

Acres Cultivated: _____ Acres Owned: _____ Acres Rented: _____ Acres Shared: _____

Crops Grown/Livestock Raised: _____

Gross Annual Income: \$ _____

Total Monthly Credit Expenses (Credit Contract/Lease) \$ _____

Source of Operating Loan:

Bank Name: _____ City: _____ Province: _____

Contact Name: _____

Contact Phone Number: _____ Account Number: _____

I have financed equipment with (Check all that apply): Agricredit Case Credit John Deere Financial New Holland Credit

Co-Applicant Information (Please print)

First Name: _____ Last Name: _____

Current Address: _____

City: _____ Province: _____ Postal Code: _____

Date of Birth (mm/dd/yy): _____ / _____ / _____ Gross Annual Income: \$ _____

Source(s) of Income (Employment, Pension...): _____

Employment Details: Occupation: _____ Employer's name _____

Type of Employment:

full time part time temp/casual contractor self-employed Length of Service (months/years) _____

Total Monthly Recurring Housing Expenses: \$ _____

Total Monthly Credit Expenses (Credit Contract/Lease) \$ _____

Multi-Use Account Credit Application for Quebec – Page 3

Applicant Name: _____

NOTICE: The words *you* and *your* mean each person who applies for a Multi-Use Account including the applicant, co-applicant (if any) and primary owner (if any) identified above in this credit application. The words *we*, *our*, and *us* mean John Deere Financial Inc. carrying on business as John Deere Financial, its affiliates and those persons who may be retained to service the Applicant's account. You authorize John Deere Financial and its affiliates to collect, use and disclose your personal information from time to time for the following purposes ("**Purposes**"): (a) to assess your creditworthiness; (b) to extend credit to you; (c) to verify your identity and service and collect any account John Deere Financial may open for you; (d) to initiate, maintain and develop John Deere Financial's business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts John Deere Financial may offer; (f) to monitor your purchasing history; (g) to build credit score cards for John Deere Financial's business; (h) to comply with applicable law; and (i) for the promotional purposes described below. John Deere Financial and its affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from John Deere Financial, its affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, insurance providers and other third party suppliers), including by means of direct marketing. John Deere Financial may also disclose non-sensitive personal information about you (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want John Deere Financial or its affiliates to use your personal information to build credit score cards or for promotional purposes in this manner and/or if you do not want John Deere Financial to disclose non-sensitive personal information about you to suppliers for promotional purposes at any time call John Deere Financial at **1-800-321-3766** or write to John Deere Financial at 3430 Superior Court, Oakville, Ontario, L6L 0C4.

If you are an individual, you authorize John Deere Financial and its affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and John Deere Financial Multi-Use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness, extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form.

John Deere Financial and its affiliates reserve the right to assign your Agreement, any other agreement you may enter into with John Deere Financial and any account John Deere Financial may open for you to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect any account John Deere Financial may open for you and to give effect to the assignment of your Agreement (s) and your account to them.

John Deere Financial and its affiliates may retain your information in their records for so long as it is needed for the Purposes above. Your consent remains valid after termination of John Deere Financial's relationship with you and regardless of whether credit is offered or extended to you by John Deere Financial. To obtain a copy of John Deere Financial's privacy policy you may call or write to the Chief Privacy Officer at John Deere Financial Inc., 3430 Superior Court, Oakville, Ontario, L6L 0C4.

By signing below you: (1) represent that the information given in the entire credit application, including all information provided on any attached page(s), is complete and accurate and is provided for the purpose of applying for credit; (2) acknowledge receipt of a copy of the John Deere Financial Multi-Use Account Credit Agreement and agree to its terms and to the terms included on this credit application; and (3) if an individual, certify your age to be at least 18 years old (19 years for residents of provinces where 19 is the minimum age of majority).

If the applicant is a corporation or partnership, the primary owner must sign and an authorized person must sign on behalf of the applicant.

SIGN HERE X _____ Date _____
 Applicant's Signature Print Name/Title

X _____ Date _____
 Primary Owner's Signature* Print Name

X _____ Date _____
 Co-Applicant's Signature* Print Name

*By signing above the Primary Owner and Co-Applicant each acknowledge and agree that he/she is personally liable in respect of any obligations to John Deere Financial relating to any Multi-Use Account that may be established for the Applicant and each acknowledge and agree that he/she is bound to John Deere Financial to the same extent as the Applicant in respect of such obligations.

For Merchant Use:

Merchant No.: _____ Merchant Name: _____
 Contact Name: _____ Phone: _____
 Fax: _____ Email: _____
 Customer Account No.: _____ Authorization No.: _____
 Sale Price: _____ Down Payment/Trade: _____
 Amount Financed: _____ Credit Plan No.: _____

**INFORMATION BOX – OPEN CREDIT CONTRACT
OTHER THAN FOR THE USE OF A CREDIT CARD**

(Consumer Protection Act, section **125**)

Credit Limit Granted	Your credit limit is the amount disclosed to you in writing by John Deere Financial below. Your credit limit will also be set out in your Monthly Statement and is subject to the section entitled CREDIT LIMITS below. Credit Limit: \$ _____
Credit Rate	The annual credit rate currently applicable to your Multi-Use Account is 19.75% per annum which is a daily rate of 0.05411% . The ACR is subject to variation from time to time as specified below under the heading “Changing This Agreement”. The ACR applicable at any time will be shown on the Monthly Statement or in such other form of notice as we may determine. Additional details regarding the applicable credit rate are provided in the section entitled Credit Charges/Credit Rates below.
Minimum Periodic Payment	Subject to applicable law, you agree to pay on or prior to the Payment Due Date a Minimum Required Payment equal to: <ul style="list-style-type: none"> 1. Any amount past due; plus 2. For each Conversion Balance either: <ul style="list-style-type: none"> (a) the greater of \$25 or 10% of the Conversion Balance, if such balance exceeds \$25; or (b) your entire Conversion Balance, if it is less than \$25; plus 3. For purchases either: <ul style="list-style-type: none"> (a) the greater of: \$25, or 10% of your New Balance (excluding all Conversion Balances, if any), if that balance exceeds \$25; or (b) your entire New Balance (excluding all Conversion Balances, if any), if it is less than \$25; plus 4. For purchases of merchandise on special financing terms, the amount of the monthly instalment disclosed at the time of purchase from a participating merchant. <p>“DUE-IN-FULL” PROVISION FOR GOVERNMENTAL ACCOUNTS. Notwithstanding the foregoing section, if you are a federal, provincial, regional, municipal or other government agency or department or our records indicate your Multi-Use Account is classified as a governmental account, the Minimum Required Payment is the entire New Balance of your Multi-Use Account and is due on the Payment Due Date.</p>
Other Charges	N/A

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**JOHN DEERE FINANCIAL
MULTI-USE ACCOUNT CREDIT AGREEMENT**

THIS IS YOUR AGREEMENT. PLEASE READ THE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS.

<i>Date:</i>	If you (as defined below) are a consumer or your Multi-Use Account is a Merchant Authorized Account, this Agreement becomes effective on the date that you, or an Authorized User (as defined below), first use the Multi-Use Account. If you are not a consumer, this Agreement becomes effective on the date of acceptance of your credit application.
<i>Place:</i>	This contract is deemed to have been concluded in Quebec.
<i>Name of the Merchant:</i>	John Deere Financial Inc.
<i>Address of the Merchant:</i>	3430 Superior Court Oakville, ON L6L 0C4 -NOTICE – PLEASE SEND ALL PAYMENTS TO: P.O. Box 4305, Station A, Toronto, ON M5W 3B1 -NOTICE – PLEASE SEND ALL OTHER CORRESPONDENCE TO: 3430 Superior Court Oakville, ON L6L 0C4 -OUR RESPONSE MAY BE DELAYED IF YOU SEND CORRESPONDENCE TO ANY OTHER ADDRESS – -For questions or inquiries please call 1-800-356-9033
<i>Name/Address of the Consumer:</i>	This contract is entered into by each person and/ or business entity (including co-applicant and primary owner, if any) who applies for and is granted a Multi-Use Account and their address is as set out on the credit application provided to the merchant.

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<i>The amount up to which credit is extended:</i>	Credit is extended up to the amount disclosed to you in writing by John Deere Financial above, subject to the section entitled CREDIT LIMITS below.
<i>The term of each period for which a statement of account is furnished:</i>	One Month.
<i>The minimum payment required for each period:</i>	See section entitled MINIMUM REQUIRED PAYMENT below.
<i>The delay during which the consumer may discharge his obligation without being compelled to pay credit charges:</i>	No less than 21 days.
<i>The annual credit rate:</i>	The annual credit rate is disclosed in the section entitled CREDIT CHARGES/CREDIT RATES below.
<i>A table of examples of the credit charges:</i>	A table of examples of the credit charges is disclosed in the section entitled CREDIT CHARGES/CREDIT RATES below.

TERMINOLOGY. In this Agreement, the words **you, your** and **yours** mean each person and/or business entity who applies for and is granted a Multi-Use Account and includes applicants, co-applicants (if any) and primary owner (if any). The words **we, us** and **our** mean John Deere Financial Inc., carrying on business as John Deere Financial. **Credit application** means the credit application completed by you and which forms part of this Agreement. References to **John Deere Financial Multi-Use Account** or **Multi-Use Account** refer to the revolving charge account offered by John Deere Financial (formerly known as AgLine™).

JOHN DEERE FINANCIAL MULTI-USE ACCOUNT. You request a Multi-Use Account from us by applying for a Preferred Account or by using a Merchant Authorized Account to make a purchase from a merchant who requests us to open one for you, and you agree that this Agreement will apply to all purchases made through your Multi-Use Account by you or any person you authorize (an "**Authorized User**"). You agree that any authorized use of your Multi-Use Account constitutes your acceptance of all the terms and conditions of this Agreement, as it may be amended from time to time. If you are a consumer, this Agreement becomes effective on the date when you or an Authorized User uses your Multi-Use Account. If you are not a consumer, this Agreement becomes effective on the date of acceptance of your Credit Application. You are responsible for paying all amounts owed on your Multi-Use Account. You authorize us to honour any purchases you or any Authorized User makes on your Multi-Use Account whether by regular mail, telephone, internet, personal computer or any other means. You agree that your signature is

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not necessary as identification in such cases. If you submit your Credit Application to us by facsimile transmission (fax) or electronically, you agree that the faxed or electronic copy of that Credit Application will have the same effect as a signed original. You will promptly notify us of any suspected loss or theft of your Multi-Use Account or any unauthorized use of your Multi-Use Account at John Deere Financial, 3430 Superior Court, Oakville, Ontario L6L 0C4 or at the telephone number indicated on the front of your Monthly Statement. If your notice of such loss, theft or suspected unauthorized use is given orally, you will confirm it in writing. You will be liable for the unauthorized use of your Multi-Use Account until we receive notification from you, but in any case, if you are a consumer, your liability will not exceed **\$50**. You agree to give us prompt notice of any change in your name, mailing address, or place of business. For the purposes of this Agreement, you will be deemed to reside in the province of your billing address as shown on our records. You consent and agree that your telephone conversations with us may be recorded for educational purposes to further improve our customer service. You agree that we may place phone calls to you using an automatic dialing-announcing device. You acknowledge that no one acted as a broker for the Multi-Use Account.

AUTHORIZED USERS. In order to add permission for an Authorized User to use your Multi-Use Account, you must complete a Limited Account Authorization form at the merchant location the additional users will charge at. To cancel permission you must complete the bottom of the Limited Account Authorization form including the effective date to cancel the Authorized Users' access to the Multi-Use Account and return the form to us. Authorized Users are not responsible for paying charges incurred on your Multi-Use Account and will not receive Monthly Statements (particulars of Monthly Statements are discussed below). We are not responsible for charges allowed on your Multi-Use Account by a merchant with respect to an Authorized User, after you have properly cancelled an Authorized Users' access to your Multi-Use Account. Such charges may be charged back to the merchant. (See Merchant Chargebacks below.)

APPLICANT, CO-APPLICANT(S) AND PRIMARY OWNER. The applicant, the co-applicant(s) (if any), and the primary owner (if any), on the Credit Application are each solidarily, together and individually, responsible for all obligations and amounts due under this Agreement. If you obtained your Multi-Use Account through our purchase of your existing credit account balance from a merchant, you are responsible for all obligations and amounts due under this Agreement.

ACCOUNT TYPE. Your Multi-Use Account is a **Merchant Authorized Account** if we purchased your existing credit account balance ("**Conversion Balance**") from a merchant or a merchant requested that we open a Multi-Use Account for you. If you obtained your Multi-Use Account as a result of our approval of your completed Credit Application for a Multi-Use Account, your Multi-Use Account will be a **Preferred Account**. Your Monthly Statement will indicate whether your Multi-Use Account is Merchant Authorized or Preferred. You may use your Merchant Authorized Account only at the merchant from whom we purchased your Conversion Balance or at a merchant who requested us to open a Multi-Use Account for you. A Preferred Account may be used at any participating John Deere Financial Multi-Use Account merchant. If you

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have a Merchant Authorized Account, you may request that we convert your Multi-Use Account to a Preferred Account by completing a Credit Application.

ACCOUNT PAYMENT TERMS. You will be required to make a minimum payment (“**Minimum Required Payment**”) every month and you will be charged Credit Charges on any outstanding balance on your Multi-Use Account. The calculation of the Credit Charges is explained below.

ACCOUNT USE. You agree to use your Multi-Use Account *exclusively* to make purchases for agricultural, commercial, governmental, personal, family, household or domestic use.

You can make purchases up to the full amount of your Credit Limit and you agree to pay us all amounts charged by the use of your Multi-Use Account, plus Credit Charges and any other charges described below as provided in this Agreement.

We are not responsible if a merchant refuses to allow a purchase to be made through your Multi-Use Account. We are not responsible for the goods and services acquired or provided through the use of your Multi-Use Account. Any and all claims and disputes respecting any transaction must be settled between you and the merchant at the location where the charge was made and shall have no effect on your obligation to pay us.

CREDIT LIMIT. Your credit limit is as set out above in writing by John Deere Financial and will also be set out in your Monthly Statement. We may lower your Credit Limit at any time without notice to you. We may increase your Credit Limit upon your express application. You may request a change to your Credit Limit by writing us at the address above.

MONTHLY STATEMENT. We will send you a monthly statement (a “**Monthly Statement**”) at the end of each Billing Cycle (intervals of approximately one month beginning on the day after the date of the previous Monthly Statement and ending on the date of the current Monthly Statement). Unless otherwise required by law, we will send a Monthly Statement only when there is activity or a balance outstanding on your Multi-Use Account. We will send a Monthly Statement to the applicant only. Your Monthly Statement will show your previous balance, New Balance (as defined below), any Credit Charges, the Minimum Required Payment and the Payment Due Date. In addition, the Monthly Statement will show your available Credit Limit, an itemized list of current purchases, payments and credits, as well as other information concerning your Multi-Use Account.

If you think your Monthly Statement is incorrect, write us on a separate sheet at the address shown on the front of your Monthly Statement no later than **60** days after we sent you the first statement on which the error or problem appeared. Please describe the error and include your Multi-Use Account number in all correspondence. Each Monthly Statement will otherwise be deemed to be conclusively accepted by you as correct except for any amount improperly credited.

PAYMENT. The **Payment Due Date** is the date the payment is due at the address shown on the front of your Monthly Statement. You may pay your entire New Balance or pay more than the Minimum Required Payment described below at any time, and you may avoid or reduce Credit Charges by doing so prior to the Payment Due Date. However, payment of more than the Minimum Required Payment, while reducing your balance,

will not prepay or be applied against future Minimum Required Payments. If your Payment Due Date falls on a Saturday, Sunday or holiday, payment must be made on or before the business day preceding that date. All payments must be in Canadian dollars and drawn on funds on deposit in Canada.

You can pay your Multi-Use Account at most financial institutions or full-service automated teller bank machines (“**ATM**”). Please check with your financial institution or operator of your ATM to confirm it will accept your Multi-Use Account payment. To pay using an ATM you will need your Monthly Statement stub along with a cheque made payable to John Deere Financial. You must allow up to **5** days for ATM or financial institution payments to be posted to your Multi-Use Account. There may be a fee charged to you by the financial institution for this type of payment method

CREDIT CHARGES/CREDIT RATES. Credit Charges will accrue on your Multi-Use Account balance based upon the applicable annual credit rate determined by us (the “**ACR**”). The ACR currently applicable to your Multi-Use Account is **19.75%** per annum which is a daily rate of **0.05411%**.

The following is a table of examples of the Credit Charges based on the ACR:

Outstanding Balance	30-day Credit Charge
\$ 500	\$ 8.12
\$ 1,500	\$ 24.35
\$ 3,000	\$ 48.70

The ACR is subject to variation from time to time as specified below under the heading “Changing This Agreement”. The ACR applicable at any time will be shown on the Monthly Statement or in such other form of notice as we may determine.

Changes in your ACR will apply to your existing Multi-Use Account balance as well as to future purchases. An increase in the ACR will increase the total Credit Charges accruing on your Multi-Use Account and the balance on which your Minimum Required Payment is calculated.

HOW CREDIT CHARGES ACCRUE. Credit Charges will accrue on your Multi-Use Account balance as follows:

PURCHASES. Except as noted below under “Grace Period”, on purchases within your Credit Limit we will add a Credit Charge which (unless we elect a later date) accrues from the date of purchase and is calculated as shown below, if your entire New Balance is not paid in full on or before the Payment Due Date. Your New Balance is comprised of any balance outstanding on the previous Monthly Statement plus accrued Credit Charges plus purchases posted during the Billing Cycle less payments, credits and other adjustments posted during the Billing Cycle. The Payment Due Date will be no less than **21** days after the date of the mailing of the Monthly Statement. To avoid additional Credit Charges on your new purchases, you must pay the entire New Balance in full on or before the Payment Due Date shown on your Monthly Statement.

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GRACE PERIOD. We will not charge a Credit Charge on purchases which appear on your Monthly Statement for the first time if you pay the New Balance in full by the Payment Due Date in accordance with this Agreement. If you do not pay the New Balance in full by the Payment Due Date, we charge a Credit Charge on the "Average Daily Balance", which will be recalculated to include each purchase (other than purchases which have not yet appeared on your Monthly Statement for the first time) from the date it is posted to your Multi-Use Account, until we receive full payment. If you make a partial payment, the "Average Daily Balance" will be reduced to reflect the amount of your payment and the date we receive it, and we will continue to charge a Credit Charge until full payment is received.

HOW CREDIT CHARGES ARE COMPUTED. Except as noted otherwise, the amount of your Credit Charges will be determined as follows:

The ACR divided by the number of days in the calendar year is used to determine the daily periodic rate. The applicable daily periodic rate is multiplied by the "Average Daily Balance" of your purchases, including current transactions, then multiplied by the number of days in the current Billing Cycle. To get the "Average Daily Balance", we take the beginning balance of your purchases each day, starting with any Previous Balance outstanding on the first day of the Billing Cycle, except as noted above, add any new purchases and debits, including unpaid Credit Charges and other charges in respect of previous Billing Cycles, and subtract any payments or credits. This determines the daily balance. Unless we elect to use a later date, purchases are added to the daily balance as of the date of purchase. We total the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" which is shown on your Monthly Statement.

You may avoid or reduce Credit Charges by payment of the full amount outstanding in respect of your Multi-Use Account on or before the Payment Due Date. Unpaid Credit Charges are included in the calculation of the balances upon which Credit Charges are payable in the next Billing Cycle. This could result in you paying Credit Charges on unpaid Credit Charges which may increase your actual cost of borrowing on an annualized basis to an effective rate in excess of the ACR used to calculate the Credit Charges payable on your Multi-Use Account, depending on your payment record. Payment in full of your entire balance on or before the Payment Due Date may decrease your effective cost of borrowing on an annualized basis to a rate below such ACR.

MINIMUM REQUIRED PAYMENT. Subject to applicable law, you agree to pay on or prior to the Payment Due Date a Minimum Required Payment equal to:

1. Any amount past due; **plus**
2. For each Conversion Balance **either:**
 - (a) the greater of **\$25** or **10%** of the Conversion Balance, if such balance exceeds **\$25; or**
 - (b) your entire Conversion Balance, if it is less than **\$25; plus**
3. For regular purchases **either:**
 - (a) the greater of: **\$25**, or **10%** of your New Balance

(excluding all Conversion Balances, if any), if that balance exceeds **\$25; or**

(b) your entire New Balance (excluding all Conversion Balances, if any), if it is less than **\$25; plus**

4. For purchases of merchandise on special financing terms, the amount of the monthly instalment disclosed at the time of purchase from a participating merchant.(see "Special Promotions" below).

"DUE-IN-FULL" PROVISION FOR GOVERNMENTAL ACCOUNTS. Notwithstanding the foregoing section, if you are a federal, provincial, regional, municipal or other government agency or department or our records indicate your Multi-Use Account is classified as a governmental account, the Minimum Required Payment is the entire New Balance of your Multi-Use Account and is due on the Payment Due Date.

SPECIAL PROMOTIONS. From time to time special financing terms or other promotions may be available for the purchase of certain items from participating merchants. These special terms will be disclosed by the merchant at the time of purchase. Purchases you make during these special promotions will be separately identified as such on your Monthly Statement and will become part of the balance on which your Credit Charges and Minimum Required Payment are calculated at the time specified in the special terms disclosure provided to you at the time of purchase, and which shall form part of this Agreement. If you are in default of your obligations to John Deere Financial you may no longer qualify for special financing terms or promotions and, subject to applicable law and at our option, the Credit Charge applicable to amounts outstanding on your Multi-Use Account in respect of special terms or promotions will be subject to the ACR and computed in accordance with the sections entitled Credit Charges/Credit Rates, How Credit Charges Accrue and How Credit Charges are Computed.

RETURNED PAYMENT FEE. If you send us a cheque that is dishonoured, to the extent not limited or prohibited by law, we will add to the balance owing on your Multi-Use Account a fee of **\$20**.

COLLECTION COSTS. If we have to refer collection of your Multi-Use Account balance to a collection agency or lawyer, you will be required to pay the collection agency's and lawyer's fees (judicial and extra-judicial) plus court costs and related fees and any bankruptcy fees and costs, to the extent not limited or prohibited by law.

OTHER SERVICES. Third parties may offer additional features, services and enhancements related to your Multi-Use Account. You acknowledge that we are not liable for those features, services or enhancements and that they are the sole responsibility of such third parties.

ACCEPTING PAYMENT. We can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of our rights under this Agreement.

CREDIT REPORTS. Without limiting the generality of the consent to disclosure of personal information set out in the Credit Application, you hereby consent to the following: We may report your performance under this Agreement to credit reporting agencies and others who request a

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credit reference from us; We may ask credit reporting agencies or others you list as a credit reference for credit reports or information regarding your credit history at any time; You authorize us to share information regarding your Multi-Use Account with our corporate affiliates and any person(s) who may administer the John Deere Financial Multi-Use Account on our behalf.

PROPERTY INSURANCE. You must maintain all-risk physical damage insurance on each merchandise item of which **\$5,000** or more is financed through your Multi-Use Account until such merchandise is paid for in full by application of your payments in the manner prescribed in this Agreement. You may obtain such coverage from any source, and it is not available from or through us. You will name John Deere Financial as a loss payee of the insurance, entitled to at least **10** days advance notice of its cancellation and at our request you will provide evidence thereof. You irrevocably direct the insurer to pay us the proceeds of such insurance. You authorize us to make and settle claims, and to endorse in your name(s) and apply any instrument for such proceeds to the unpaid purchase price of the item (including finance charges) or, at our option, to its restoration, returning any excess to you.

CLOSING OR SUSPENDING YOUR ACCOUNT.

You may close your Multi-Use Account at any time by notifying us in writing. We may close or suspend your Multi-Use Account with respect to future purchases at any time without prior notice to you, although if you are a consumer, we will give you such notice as may be required by law prior to closing or suspending your Multi-Use Account. We may close or suspend your Multi-Use Account without prior notice to you with respect to future purchases if your Multi-Use Account has no activity for **12** or more months, although if you are a consumer, we will give you such notice as may be required by law prior to closing or suspending your Multi-Use Account. You remain responsible for paying all amounts you owe us according to the terms of this Agreement even if we close or suspend your Multi-Use Account.

PAYMENT APPLICATION. Payments will be credited as of the date of receipt at the address on the payment stub of your Monthly Statement if received by **9:00** a.m. Eastern Time Monday through Friday, excluding holidays (otherwise the next business day), but if payment is not accompanied by the payment stub or not received at the address on the payment stub of your monthly statement, credit for your payment may be delayed up to **5** days.

Payments are applied first to your Minimum Required Payment for which payment is due. If you pay more than your Minimum Required Payment, the payment will be applied first to the balance outstanding from the previous Billing Cycle, excluding balances for which payment has been deferred, and then to any purchases made in the current Billing Cycle, excluding balances for which payment has been deferred, and last to any deferred balance in order of due date.

MERCHANT CHARGEBACKS. We may charge back to a merchant who sold goods or services to you on your Multi-Use Account, any part of your Multi-Use Account balance related to those purchases. In that event, our rights under this Agreement as they relate to that portion of the Multi-Use Account balance will be deemed to be transferred to the merchant to the extent of the chargeback. You agree to such a transfer

and further agree to pay the merchant the amount of such chargeback in accordance with the terms of this Agreement.

DEFAULT. You will be in default if: (a) you fail to pay the Minimum Required Payment; (b) in our opinion, your ability to repay is materially reduced by your exceeding your Credit Limit, by a change in your employment or financial standing, by an increase in your financial obligations, by bankruptcy or insolvency proceedings involving you, by the institution of garnishment, attachment or execution proceedings against you or your property, by your death or incapacity, or, if you are a corporation, partnership, association or other business entity and you are dissolved, liquidated, terminated, merged or otherwise fail to maintain good standing in all the provinces in which you do business; (c) false or misleading information relating to your Credit Application or your Multi-Use Account was provided to us; or (d) you fail to perform any other of your obligations under the terms of this Agreement, as it may be amended. The inclusion by us of any previously billed Minimum Required Payment and any portion of dishonoured cheques in the Minimum Required Payment shown on your Monthly Statement does not constitute a waiver by us of your default.

Upon your default, we may demand immediate payment of your entire Multi-Use Account balance. Where required by law you will be given **30** days written notice and an opportunity to cure the default as set out below. In addition, we may, without notice to you, cancel, restrict charges on, or suspend your Multi-Use Account and revoke your Multi-Use Account, although if you are a consumer, we will give you such notice as may be required by law. The Multi-Use Account remains our property. If we revoke your Multi-Use Account, you agree to stop using it immediately and you must return it to us if we ask you to do so. In such circumstance, you also agree to cause each Authorized User to stop using your Multi-Use Account. If a merchant asks you to surrender an invalid or revoked Multi-Use Account you agree to do so.

The following Clause applies to you only if you are a consumer who is a resident of Quebec:

Clause required under the
Consumer Protection Act (Quebec)
(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.

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It is in the consumer's interest to refer to sections **104** to **110** of the *Consumer Protection Act* (R.S.Q., c. 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.

DELAY IN ENFORCEMENT. We can delay enforcing our rights under this Agreement without losing them.

ELECTRONIC DISCLOSURES. You agree that, where permitted by law, any notices, statements and/or disclosures related to your Multi-Use Account may be delivered to you in printed form or by electronic means if you provide an electronic mail address to us when you apply for your Multi-Use Account or at a later date. Until we receive notice of a new electronic mail address, we may continue to send such notices, statements and/or disclosures to the electronic mail address you most recently provided to us.

GOVERNING LAW. This Agreement will be governed by Quebec law and federal law applicable therein. This is the entire Agreement between you and us and no oral changes can be made to this Agreement. Invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of its terms. This Agreement may not be assigned by you. In addition to our right to assign any part of your Multi-Use Account balance to a merchant, we may assign this Agreement or your Multi-Use Account at any time, upon notice to you, if any, required by law. The parties hereto confirm their express wish that this Agreement as well as all other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir le présente convention de même que tous les documents, y compris to us avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

CHANGING THIS AGREEMENT. We may change this Agreement in any manner that is permitted by law and we may change the Credit Rate upon **30** days notice to you, as required by law, at your last address shown in our records. This notice may be contained in your Monthly Statement, or such other form as we may determine. To the extent that the law permits and we indicate in our notice, the changes will apply to your existing Multi-Use Account balance as well as to future transactions.

The following Clauses apply to you only if you are a consumer who is a resident of Quebec:

Clause required under the
Consumer Protection Act (Quebec)

(Open credit contract other than that entered
into for the use of a credit card)

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(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 Québec, 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) 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

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period and the outstanding balance at the end of the period is zero.

(4) 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.

(5) 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.

(6) 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, 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.

(Insurance)

Before entering into this contract, the merchant requires the consumer to hold an all-risk physical damage insurance policy.

A consumer may meet that requirement:

- a) either by subscribing to or participating in the insurance that may be recommended by the merchant;
- b) by subscribing to or participating in an insurance with an insurer and the insurance representative chosen by the consumer; or
- c) with an insurance the consumer already holds

The merchant may not refuse the insurance chosen or held by the consumer without reasonable grounds.

It is in the consumer's interest to refer to sections **111** and **112** of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

PRIVACY You authorize John Deere Financial and its affiliates to collect, use and disclose your personal information from time to time for the following purposes ("**Purposes**"): (a) to assess your creditworthiness; (b) to extend credit to you; (c) to verify your identity and service and collect any account John Deere Financial may open for you; (d) to initiate, maintain and develop John Deere Financial's business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts John Deere Financial may offer; (f) to monitor your purchasing history; (g) to build credit score cards for John Deere Financial's business; (h) to comply with applicable law; and (i) for the promotional purposes described below.

John Deere Financial and its affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from John Deere Financial, its affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, insurance providers and other third party suppliers), including by means of direct marketing. John Deere Financial may also disclose non-sensitive personal information about you (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want John Deere Financial or its affiliates to use your personal information to build credit score cards or for promotional purposes in this manner and/or if you do not want John Deere Financial to disclose non-sensitive personal information about you to suppliers for promotional purposes at any time call John Deere Financial at **1-800-321-3766** or write to John Deere Financial at 3430 Superior Court, Oakville, Ontario, L6L 0C4.

If you are an individual, you authorize John Deere Financial and its affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and John Deere Financial Multi-Use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness, extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form.

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John Deere Financial and its affiliates reserve the right to assign your Agreement, any other agreement you may enter into with John Deere Financial and any account John Deere Financial may open for you to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect any account John Deere Financial may open for you and to give effect to the assignment of your Agreement (s) and your account to them.

John Deere Financial and its affiliates may retain your information in their records for so long as it is needed for the Purposes above. Your consent remains valid after termination of John Deere Financial's relationship with you and regardless of whether credit is offered or extended to you by John Deere Financial. To obtain a copy of John Deere Financial's privacy policy you may call or write to the Chief Privacy Officer at John Deere Financial Inc., 3430 Superior Court, Oakville, Ontario, L6L 0C4.

Applicant's Signature _____

Co-Applicant's Signature (if any) _____

Primary Owner's Signature (if any) _____

John Deere Financial Inc. 

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