

## Submitting your application.

After you have completed the application and gathered any additional attachments, please take your information to any local Multi-Use Account merchant or dealer to apply in person. Or, select from the following options:

**Fax:** 1-800-243-6649

**Mail:** John Deere Financial Inc.  
PO 1000  
Grimsby, ON  
L3M 4H5

### QUESTIONS?

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

**NOTICE:** Please detach and return only the application portion to John Deere Financial.

When mailing your completed application to John Deere Financial, you may seal the documents into your own envelope for added security or ask your merchant to forward the application to John Deere Financial on your behalf.



## Multi-Use Account Credit Application

Consumer or Personal Use Account





MULTI-USE ACCOUNT CREDIT APPLICATION FOR CONSUMER/PERSONAL USE

APPLICANT'S INFORMATION

Fields marked with an asterisk (\*) are required in order for John Deere Financial to make an accurate credit decision.

\*First Name Middle Initial Suffix
\*Last Name
\*Date of Birth Social Insurance # (optional)
Applicant's Phone #
\*Physical Street Address
\*City \*Province \*Postal Code
Mailing or P.O. Box # (If different than Physical Street Address)
Annual Income: \$

CO-APPLICANT'S INFORMATION. The Co-Applicant is any person (including a spouse) who has an interest in the Applicant's operations or assets listed on this Application. Completion of this box and signature below by the Co-Applicant is optional. However, if it is not completed and the Co-Applicant signature line below is not signed by the Co-Applicant, we may not be able to approve this credit application.

First Name Middle Initial Last Name
Physical Street Address
City Province Postal Code
Social Insurance # (optional) Date of Birth Annual Income: \$

NOTICE. The words you and your mean each person who applies for a Multi-Use Account, including Applicant and Co-Applicant identified above in this credit application. The words we, us and our 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.

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). You further agree that we may send you renewals, substitutes and replacements issued at our discretion. You request that we, at our discretion, periodically consider any account we may open for you for an automatic upgrade and you request that if a new account is established for you, any outstanding balance you may have on any existing Multi-Use Account may be transferred to the new account.

SIGN HERE X
Applicant's Signature Print Name Date
X
Co-Applicant's Signature† Print Name Date

†By signing above the Co-Applicant acknowledges and agrees 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 acknowledges and agrees that he/she is bound to John Deere Financial to the same extent as the Applicant in respect of such obligations.

FOR MERCHANT USE ONLY:

Merchant Name: Merchant Number:
Contact Name: Customer Account Number: Authorization Number:
Merchant Address:
City: Province: Postal Code:
Sale Price: \$ Down Payment/Trade:
Amount Financed: \$ Credit Plan Number:
Item 1 Desc. Billing Code: Model/Number:
Serial Number: New/Used:

**TERMINOLOGY.** In this Agreement, the words **you** and **your** mean each person and/or business entity who is granted a Multi-Use Account, as well as any person and/or business entity who is identified on a Multi-Use Account credit application or other related document as a Co-applicant or Primary Owner. **John Deere Financial** means John Deere Financial Inc., carrying on business as John Deere Financial, or any subsequent holder of the Multi-Use Account or any balances arising under the Multi-Use Account. 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 John Deere Financial, and further authorize John Deere Financial to process transactions on your Multi-Use Account through each merchant from whom you may make a purchase. By applying for a Preferred Account, or by using a Merchant Authorized Account to make a purchase from a merchant who requests John Deere Financial to open an account for you, you agree that this Agreement will apply to all purchases made through your Multi-Use Account by you or any person you authorize. You authorize John Deere Financial to honour any purchases you make by mail, telephone, internet, facsimile transmission (fax) or other electronic means on your Multi-Use Account. You agree that a signature is not necessary as identification in such cases. 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 submit your credit application to John Deere Financial by internet, facsimile transmission (fax) or other electronic means, you agree that the application will have the same effect as a signed original. You agree that you will promptly notify John Deere Financial in writing of any suspected loss, theft or unauthorized use of your Multi-Use Account. You may be liable for the unauthorized use of your Multi-Use Account before you notify John Deere Financial in writing at John Deere Financial Inc., 3430 Superior Court, Oakville, Ontario L6L 0C4 of the unauthorized use. In any case, your liability will not exceed Fifty Dollars (\$50.00). You agree to give John Deere Financial prompt notice of any change in your name, mailing address, or place of employment. You agree that until John Deere Financial receives notice of your new address, John Deere Financial may continue to send statements and other notices to the address you provided to John Deere Financial on the application for your Multi-Use Account or the address the merchant provided to John Deere Financial if your Multi-Use Account is a Merchant Authorized Account. You agree that, for the purposes of this Agreement, you will be deemed to "reside" in the province of your billing address as shown on John Deere Financial's records. You consent and agree that your telephone conversations with John Deere Financial may be recorded to further improve John Deere Financial's customer service. You agree that John Deere Financial may place phone calls to you using an automatic dialing announcing device. Each applicant and co-applicant is jointly and severally responsible for all obligations and amounts due under this Agreement, including charges made by any authorized user. This Agreement is not binding on John Deere Financial until John Deere Financial has approved your credit and given you notice of approval.

**ACCOUNT TYPE.** If your Multi-Use Account arose through John Deere Financial's purchase of your existing account balance with a merchant (a "**Conversion Balance**"), or at the request of one or more merchants, your Multi-Use Account may be classified as a **Merchant Authorized Account**. Certain special features or promotions that John Deere Financial may offer from time to time may be made available only on Preferred Accounts. Merchant Authorized Accounts are useable only at a merchant who asked John Deere Financial to finance your purchases from them. John Deere Financial may, in its sole discretion, classify your Multi-Use Account as a **Preferred Account**. When John Deere Financial opens your Multi-Use Account, and on each monthly statement, John Deere Financial will indicate whether your Multi-Use Account is a Preferred Account or Merchant Authorized Account.

**ACCOUNT USE.** By applying for or accepting a John Deere Financial **Consumer Use Account**, you agree to use your Multi-Use Account **primarily** to make purchases for personal, family, household or domestic use. By applying for or accepting a John Deere Financial **Agricultural, Commercial and Governmental Use Account**, you agree to use your Multi-Use Account **primarily** for agricultural/commercial or governmental use and **not** for personal, family or household use. You agree to pay John Deere Financial all amounts charged by the use of your Multi-Use Account, plus Finance Charges and the other charges described below, as provided in this Agreement.

**You agree that John Deere Financial is not responsible for the refusal of anyone to allow a purchase to be made through your Multi-Use Account.**

**CREDIT LIMITS.** John Deere Financial will establish and advise you of your credit limit(s) when John Deere Financial opens your Multi-Use Account and on each monthly statement. John Deere Financial may, in John Deere Financial's sole discretion, establish and advise you of a Special Terms credit limit. John Deere Financial may also, in its sole discretion, establish separate additional credit limits with special conditions. The special conditions of any Special Terms or additional credit limit will be disclosed to you when John Deere Financial opens your Multi-Use Account, by a merchant at the time of purchase or on your monthly statement. Your use of any such Special Terms or additional credit limit(s) for a purchase constitutes your agreement to any disclosed special conditions of the purchase.

**You agree that John Deere Financial may increase or decrease your credit limit(s) at any time, in John Deere Financial's sole discretion, without prior notice to you.**

You agree to promptly prepare and provide to John Deere Financial any financial and Multi-Use Account information that John Deere Financial may, in its sole discretion, request from you.

**MONTHLY STATEMENT.** John Deere Financial will send you a monthly statement whenever 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 new balance, any Finance Charges, any late fees, the minimum required payment and the payment due date. In addition, it will show your credit limit, an itemized list of current purchases, payments and credits, as well as other information concerning your Multi-Use Account.

Subject to applicable law, John Deere Financial will send your monthly statements on dates and in intervals determined by John Deere Financial. Such statements shall be deemed correct and accepted by you unless John Deere Financial is notified to the contrary in writing within 60 days of the date of that statement. If you think your monthly statement is incorrect, write to John Deere Financial on a separate sheet at the address shown on the back of your monthly statement. Describe the error as best you can and include your Multi-Use Account number in all correspondence. If you wish to make inquiries about your Multi-Use Account, you may call 1-800-356-9033 toll-free during ordinary business hours.

**PAYMENT.** The payment due date is the date the payment must be received at the address shown on the front of your monthly statement. You may at any time pay your entire new balance or pay more than the minimum required payment and you may avoid or reduce Finance Charges by doing so on or prior to the payment due date. Payment of more than the minimum required payment, while reducing your balance, will not prepay your Multi-Use Account or be applied against future minimum required payments. If your payment due date falls on a Saturday, Sunday or holiday, the payment due date will not be extended. All payments must be in Canadian dollars and drawn on funds on deposit in Canada.

Payments must be sent to John Deere Financial at the address designated on your monthly statement or to any other payment address John Deere Financial later designates on your monthly statement. 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 statement stub along with a cheque made payable to John Deere Financial. You must allow up to five (5) days for ATM or financial institution payments to post to your Multi-Use Account. There may be a fee charged to you by the financial institution for this type of payment method.

**FINANCE CHARGE RATES.** Finance Charges will accrue on your Multi-Use Account balance based upon the applicable Annual Percentage/Interest Rate determined by John Deere Financial (the "**APR/AIR**"). The APR/AIR currently applicable to Regular transactions on your Multi-Use Account is 19.75% per annum which is a daily rate of 0.05411%.

Examples of interest based on the APR/AIR:

Outstanding Balance	30-Day Interest Charged
\$ 500	\$ 8.12
\$1,500	\$24.35
\$3,000	\$48.70

The APR/AIR is subject to variation from time to time as specified under the heading "Changing This Agreement." The APR/AIR applicable at any time will be disclosed on your monthly statement or in such other form of notice as John Deere Financial may determine.

Changes in your APR/AIR will apply to your existing Multi-Use Account balance as well as to future purchases charged to your Multi-Use Account, to the extent that the law permits. An increase in the APR/AIR will increase the total Finance Charges accruing on your Multi-Use Account and the balance on which your minimum required payment is calculated.

**FINANCE CHARGE CALCULATION.** Finance Charges will accrue on your Multi-Use Account balance as follows:

**PURCHASES.** Except as noted below under "Grace Period," John Deere Financial will add a Finance 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. To avoid additional Finance 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.

**GRACE PERIOD.** John Deere Financial will not charge interest 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, John Deere Financial charges interest 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 John Deere Financial receives 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 John Deere Financial receives it and John Deere Financial will continue to charge interest until full payment is received.

Except as noted otherwise, the amount of your Finance Charges will be determined as follows:

John Deere Financial uses the APR/AIR to determine daily periodic rates. The applicable daily periodic rate is applied to the Average Daily Balance of your purchases, including current transactions, during the current billing cycle. To get the **Average Daily Balance**, John Deere Financial takes the beginning balance of your purchases each day, starting with any previous balance outstanding on the first day of the monthly billing cycle, except as noted above, adds any new purchases and debits, including unpaid Finance Charges and other charges in respect of previous billing cycles, and subtracts any payments or credits. This determines the daily balance. Unless John Deere Financial elects to use a later date, purchases are added to the daily balance as of the date of purchase. John Deere Financial totals the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives John Deere Financial the Average Daily Balance which is shown on your monthly statement. Finance charges may accrue on Special Promotion transactions at a different rate, as explained under the heading "Special Promotions".

You may avoid or reduce Finance Charges by payment of the full amount outstanding in respect of your Multi-Use Account on or before the payment due date. Unpaid Finance Charges are included in the calculation of the balances upon which Finance Charges are payable in the next billing cycle. This could result in you paying Finance Charges on unpaid Finance Charges which may increase your actual cost of borrowing on an annualized basis to an effective rate in excess of the APR/AIR used to calculate the Finance 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 the APR/AIR.

**MINIMUM FINANCE CHARGE.** A charge of One Dollar (\$1.00) will be made when the result of the application of the periodic rate(s) to the Average Daily Balance would yield a Finance Charge of less than One Dollar (\$1.00) for the month, unless prohibited by law.

**MINIMUM REQUIRED PAYMENT.** You agree to pay John Deere Financial each month a minimum required payment equal to the sum of:

- Any late payment fee due; **plus**
- Any additional fees due; **plus**
- Any amount past due; **plus**
- For transactions on your Multi-Use Account **either**:
  - the greater of \$25, or 10% of your new balance (less any Conversion Balance {merchant accounts receivable purchased by John Deere Financial} and less any Special Promotion transaction(s) balances on which no payment is due), if such new balance exceeds \$25; **or**
  - your entire new balance (less any Conversion Balance and Special Promotion transaction(s) balances on which no payment is due), if such new balance is less than \$25; **plus**
- The amount of any Special Promotion transaction that is due; **plus**
- For Conversion Balances **either**:
  - the greater of \$25 or 10% of your Conversion Balance, if that balance exceeds \$25; **or**
  - your entire Conversion Balance, if it is less than \$25.

**DUE IN FULL PROVISIONS 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 thirty (30) days from the date of the first monthly statement you receive following the transaction.

**SPECIAL PROMOTION TRANSACTIONS.** For some transactions, special financing terms, such as extended fee periods, incentive interest rates on certain purchases or for limited time periods or other promotions ("**Special Promotions**") may be available, in John Deere Financial's sole discretion. These Special Promotions will be disclosed by the merchant on a Disclosure Statement at the time of purchase. Special Promotion transactions will be separately identified on your monthly statement and will become part of the balance on which your Finance Charge and minimum required payment are calculated at the time provided in the Disclosure Statement. These transactions may include:

**NO-PAYMENTS/NO-INTEREST TRANSACTIONS.** Subject to the terms disclosed at the time of the transaction, minimum monthly payments will be deferred and Finance Charges will not accrue during any disclosed No-Payments/No-Interest period.

**SPECIAL TERMS TRANSACTIONS.** Subject to the terms disclosed at the time of the transaction, Finance Charges will accrue from the date of purchase, which may be prior to your receipt of the merchandise, and throughout any Special Terms period. A Special Terms transaction may not require payment on the transaction until the end of the Special Terms period, which will be disclosed to you by the merchant on a Disclosure Statement at the time of purchase. Otherwise, payment will be due as described in this Agreement. Accrued Finance Charges must still be paid by you if the entire Special Terms balance is paid in full by the end of the Special Terms period. A reduced Special Terms Finance charge rate may apply to the transaction, which will be disclosed to you by the merchant on a Disclosure Statement at the time of purchase. Otherwise, the Finance Charge will be the APR/AIR applicable to your Multi-Use Account. The entire balance of the Special Terms transaction, plus any accrued Finance Charges, will be due in full by the disclosed due date.

**DEFAULT UNDER SPECIAL PROMOTION TRANSACTIONS.** If you are in default of your obligations under any Special Promotion transaction, all applicable No-Payments/No-Interest periods end, the APR/AIR applicable to all your Special Promotion transactions will be increased to the APR/AIR described in this Agreement from the date of default and you will be required to make minimum monthly payments of the greater of \$25 or 10% of your Multi-Use Account balance including all of your Special Promotion transactions.

#### **OTHER FEES AND CHARGES.**

**RETURNED PAYMENT FEE.** If you send John Deere Financial a cheque or electronic payment authorization that is dishonoured, upon first presentment, to the extent not limited or prohibited by law, John Deere Financial will add to your Multi-Use Account a fee of thirty-five dollars (\$35.00), subject to applicable law.

**COLLECTION COSTS.** Upon default, if John Deere Financial elects to refer collection of your Multi-Use Account balance to a lawyer, you will be required to pay John Deere Financial the lawyer's fees (on a solicitor and client basis) plus court costs and related fees including any bankruptcy fees and costs, to the extent not limited or prohibited by law.

**CREDIT BALANCES.** Any credit balance in excess of five dollars (\$5.00) on your Multi-Use Account will be refunded within thirty (30) business days from John Deere Financial's receipt of your written request. Otherwise, John Deere Financial will refund to you any credit balance remaining on your Multi-Use Account after six months. You agree that, subject to applicable law, John Deere Financial may retain any credit balance if it is less than five dollars (\$5.00) or if John Deere Financial does not know your address and it cannot be traced through the last address or telephone number provided to John Deere Financial.

**ACCEPTING PAYMENT.** You agree that John Deere Financial can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of its rights under this Agreement.

**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.

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. You are not required to provide social insurance numbers to John Deere Financial but if you do, they will be used to match credit bureau information and to verify your identity.

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.

**CREDIT REPORTS.** You consent to John Deere Financial reporting your performance under this Agreement to credit reporting agencies and others who request a credit reference from John Deere Financial. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations to John Deere Financial. John Deere Financial may ask credit reporting agencies or others you list as a credit reference for consumer reports or information regarding your credit history at any time for all legitimate purposes, including credit decisions and the review and collection of your Multi-Use Account.

**CLOSING YOUR ACCOUNT.** You may close your Multi-Use Account at any time by notifying John Deere Financial in writing. You agree that John Deere Financial may close or suspend your Multi-Use Account to future purchases at any time without prior notice. You agree that John Deere Financial may close or suspend your Multi-Use Account to future purchases if your Multi-Use Account has no activity for 12 or more months. You agree that, regardless of the closing or suspension of your Multi-Use Account, you remain responsible for paying the amount you owe John Deere Financial according to the terms of this Agreement.

**SECURITY INTEREST.** You grant John Deere Financial a purchase money security interest in all merchandise purchased through your Multi-Use Account, and its proceeds, including insurance proceeds. John Deere Financial's security interest continues until such merchandise is paid for in full by application of your payments in the manner described in this Agreement. You waive any right you may have to receive a copy of any financing statement, financing change statement, verification statement or other document relating to this security interest.

**PROPERTY INSURANCE.** For so long as John Deere Financial's security interest in the merchandise continues, 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. You may obtain such coverage from any insurer of your choice acceptable to John Deere Financial who may lawfully provide the required type of insurance. John Deere Financial has the right, acting reasonably to disapprove the insurer you select. Insurance is not available from or through John Deere Financial. You will name John Deere Financial as a loss payee of the insurance, entitled to at least ten days' advance notice of its cancellation, and at John Deere Financial's request you will provide evidence thereof. You assign and direct the insurer to pay John Deere Financial the proceeds of such insurance. You authorize John Deere Financial 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 or, at John Deere Financial's option, to its restoration, returning any excess to you.

**PAYMENT APPLICATION.** You agree that your payments will be applied as John Deere Financial, in its sole discretion, determines in accordance with applicable law and you agree that John Deere Financial has this discretion and may exercise it to suit its own convenience and interests, without notice to you. You also agree that John Deere Financial may change how it applies payments at any time without notice to you. You acknowledge that the exercise of this discretion by John Deere Financial may result in cases in which the application of your payments to your Multi-Use Account creates higher Finance Charges than other payment application methods and that this may include payments being allocated to transactions with lower costs of borrowing before transactions with higher costs of borrowing and/or to transactions with longer promotional periods before transactions with shorter or no promotional periods. You agree that your payments will be credited as of the date of receipt at the address on the payment stub of your monthly statement if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day), but that if payment is not accompanied by the payment stub or not received at that location, credit may be delayed up to five days.

**MERCHANT CHARGEBACKS.** John Deere Financial 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, John Deere Financial's rights under this Agreement will be deemed assigned to the merchant to the extent of the chargeback. You agree to such an assignment and further agree to pay the merchant the amount of such chargeback in accordance with the terms of this Agreement.

**DEFAULT.** You agree that you will be in default if: (a) you fail to make any required payment within 20 days after the payment due date; (b) the value of John Deere Financial's security interest in any collateral is materially impaired; (c) in John Deere Financial's opinion your ability to repay is materially reduced by you exceeding your credit limit, by a change in your employment, by an increase in your 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 (for community property province residents only) by a change in your marital status or domicile; (d) you provided John Deere Financial with false or misleading information relating to your credit application or your Multi-Use Account; and (e) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended or under any other agreement between you and John Deere Financial or you and an affiliate of John Deere Financial.

You agree that upon your default, John Deere Financial may immediately close your Multi-Use Account to future purchases and that, to the extent not prohibited by law, John Deere Financial may demand immediate payment of your entire Multi-Use Account balance, after giving you any notice and opportunity to cure the default required by applicable law. In addition, you agree that John Deere Financial may, both before and after default, set-off amounts owing to you by John Deere Financial and its affiliates against amounts you owe to John Deere Financial under this Agreement or any other agreement between you and John Deere Financial or between you and an affiliate of John Deere Financial. John Deere Financial shall have all of the rights of a secured creditor under applicable law.

**DELAY IN ENFORCEMENT.** You agree that John Deere Financial can delay enforcing its rights under this Agreement without losing them.

**ELECTRONIC DISCLOSURES.** You agree that 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 provided an electronic mail address to John Deere Financial when you applied for your Multi-Use Account or at a later date. Until John Deere Financial receives notice of a new electronic mail address, John Deere Financial may continue to send such notices, statements and/or disclosures to the electronic mail address you most recently provided to John Deere Financial.

**GOVERNING LAW.** The interpretation of this Agreement will be governed by the laws of the province in which you reside and the laws of Canada applicable therein.

This is the entire Agreement between you and John Deere Financial and no oral changes can be made.

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.

**CHANGING THIS AGREEMENT. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED.** You may change the terms of this Agreement only by a written agreement signed by John Deere Financial. You agree that, subject to applicable law, John Deere Financial may change this Agreement, including the Finance Charge calculation and the APR/AIR, at any time by providing prior notice to you at your last address shown in John Deere Financial's records. This notice may be contained in your monthly statement, or in such other form as John Deere Financial may determine. To the extent that the law permits, the changes will apply to your existing Multi-Use Account balance as well as to future transactions.

John Deere Financial is a trade mark of Deere & Company, used under license by John Deere Financial Inc.