



Caterpillar Financial Services Limited

Customer Agreement for Cat® Card and Cat Card Rewards Program (With Invoice Billing Option)

Contents and Effectiveness of Agreement. This Customer Agreement (the “**Agreement**”) governs your credit account with us (the “**Account**”) and your enrollment and participation in the Cat Card Rewards program (as might be renamed or amended from time to time, hereinafter referred to as the “**Program**”). It consists of this document (along with Appendix A - Cat Card Rewards Terms), the application for an Account (if any), and other documents that this document may refer to as part of this Agreement. This Agreement becomes effective when you apply for the Account and agree to its terms by either signing this Agreement or by (i) using the Account, (ii) authorizing the use of the Account, or (iii) making any payment on the Account. If you terminate your Account in the future, you will still have a Cat Card Rewards account, unless you choose not to participate in the Program and ask to be removed from the Program.

Parties to Agreement. “CFSL” refers to Caterpillar Financial Services Limited, an Ontario business corporation. “**Accountholder**” refers to the legal entity, partnership, or individual whose name appears on a Statement (as defined below) and/or authorized users who use the Account. In this Agreement, the words “Customer”, “you”, “your”, and “yours” mean each person and/or business who applies for and is granted an Account, as well as any person permitted to use the Account. The words “we”, “us”, and “our” mean CFSL or any subsequent holder of the Account or any balances arising under the Account.

Types of Transactions. You may use your Account for the following types of commercial transactions:

Purchases. Purchases of goods and services from any merchant authorized by CFSL (“**Vendor**”), including authorized dealers of Caterpillar equipment who have agreed to accept Accounts as a method of payment (each, a “**Caterpillar Dealer**”), may be charged to your Account.

Rental Transactions. Rentals of equipment, damages, transportation, and related rental charges (“**Rental Transactions**”) from Vendors may be charged to your Account. Rental Transactions are required to be paid in full each month and cannot be deferred or “revolved” to a future payment date. Rental Transactions are different from Purchases and Balance Transfers in this respect.

Balance Transfers. In the event the current balance on an existing open account with a Caterpillar Dealer is transferred to your Account, these Balance Transfers shall be subject to the finance charges, payment terms, and other terms and conditions of this Agreement in the same manner as Purchases, except where indicated otherwise.

Special Promotions. From time to time, special financing terms (such as extended interest-free periods, incentive interest rates for certain purchases or rentals, or other limited-time, special promotions) may be available for the purchase or rental of certain items from Vendors. These special terms will be disclosed at the time of purchase. Purchases you make during these special promotion periods will be separately identified on the billing statement that you will receive monthly (the “**Statement**”) and will become part of the amount on which your Finance Charge (as defined below) and minimum payment designated on your Statement are calculated (such amount, the “**Account Balance**”). If your Purchase is defined as a Promotional Installment Purchase (each, an “**Installment**”), these will be separately identified on your Statement and the Finance Charge will be calculated on the Average Daily Balance (as defined below).

Limitations on Use

GENERAL; COMMERCIAL ACCOUNT. EACH TIME YOU OR ANY AUTHORIZED USER USES THE ACCOUNT, YOU AGREE THAT THE TRANSACTION IS FOR A BUSINESS PURPOSE ONLY AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

Credit Limit. Your Account has a Credit Limit, which, except with respect to Purchases subject to Invoice Billing as described below, is shown on your Statement. You will not allow your Account Balance to exceed the amount of the Credit Limit. We may change your Credit Limit at any time. We may, but are not required to, approve transactions that exceed your available Credit Limit. If you elect to use the Invoice Billing option for any Purchases, upon your request, we will inform you of your available credit.

Authorizations. All transactions require our prior authorization. We may deny authorization if you are in default, if we suspect fraudulent activity, or for other reasons. We are not liable for any failure to authorize a transaction. In the event we authorize a transaction that causes you to exceed your Credit Limit, you remain liable for all charges, including charges in excess of the Credit Limit.

Finance Charge Grace Period. Except with respect to Purchases subject to Invoice Billing, as described below, we will assess a **Finance Charge** if your Account Balance is not paid in full on or before the due date indicated on your Statement (the “**Due Date**”). You must pay your Account Balance in full by the Due Date listed on your Statement to avoid Finance Charges.

Periodic Finance Charge Calculation. Except with respect to Purchases subject to Invoice Billing as described below, for each day in the **Billing Cycle**, CFSL takes your previous Account Balance, adds any Purchases and Balance Transfers, and subtracts any payments received, disputed amounts, or other credits. This gives us that day’s **Daily Balance**. CFSL totals the Daily Balances for that Billing Cycle and divides that amount by the actual number of days in the Billing Cycle to arrive at the **Average Daily Balance**. The Average Daily Balance is then multiplied by the **Daily Periodic Rate** (as defined below) to calculate the Finance Charge. If this calculation results in a figure less than \$1.00, a minimum finance charge of \$1.00 will be assessed. Finance Charges begin to accrue from the Due Date of the Statement on which the transaction appears. In addition, CFSL will charge the Finance Charge on any disputed amount from the Due Date of the Statement on which that Purchase first appears, on that amount, if the dispute is resolved in favor of the Vendor.

Invoice Billing. You may elect the Invoice Billing payment option on any Purchase other than Special Promotions and Rental Transactions. By doing so, you agree that the Purchase shall be paid in full on the Due Date set forth in our payment invoice for such Purchase (such invoice, the “**Invoice Bill**”) and that such Purchases are not deferred or “revolved.” However, should you notify CFSL of your election to convert any Invoice Bill for eligible Purchases to a revolving statement account, then CFSL shall recalculate your Account in accordance with the other provisions of this Agreement. Such recalculations shall extend back to the original date of the Purchase and shall include the Periodic Finance Charge Calculation and the Due Date that would have been applicable had Invoice Billing not been selected initially. If Invoice Billing is selected for your Purchases, there is no Finance Charge, Finance Charge Grace Period, or Periodic Finance Charge Calculation associated with such Purchases. You will not receive a Statement from us. For purposes of Invoice Billing, “**Minimum Payment Due**” means the amount due on the Due Date for a Purchase as set forth in the Invoice Bill for such Purchase. Absent specific payment instructions from you and so long as no default has occurred hereunder, payments received from you, with respect to Purchases subject to Invoice Billing, shall be (unless prohibited by applicable law) applied in the following order: First, to any late payment fees owing on account of such Purchases, and then to Purchase amounts owing in reverse sequential order, starting with the oldest outstanding Purchase amount then due, and then to any other amounts you owe us. “**Statement**”, as used elsewhere in this Agreement, shall be deemed to refer to the Invoice Bill as well as the monthly Statement, unless the context indicates otherwise, and “**Due Date**” shall be deemed to refer both to any Due Date indicated on a Statement and any Due Date indicated on an Invoice Bill, as applicable.

Rates. The **Annual Percentage Rates** for your Account are shown on your Statement. The “**Daily Periodic Rate**” is calculated by dividing the Annual Percentage Rate by the number of days in a year, rounded to the next highest hundred thousandth of a percentage point.

Variable Rate Information. Finance Charges on your Account will be calculated using variable rates that are determined by using an Index Rate and adding that rate to a Margin to arrive at the Annual Percentage Rate. The **Index Rate** is the Toronto Dominion Bank prime rate in effect on the last day of each calendar month (the “**Index Date(s)**”). This rate does not necessarily represent the lowest prime rate. The variable Annual Percentage Rates will increase if the Index Rate increases or decrease if the Index Rate decreases. The changes to these variable rates will become effective on the first day of your Billing Cycle that begins in the calendar month following the Index Date. The “**Margin**” that will be added to your Index Rate to create the Annual Percentage

Rate that will apply to the Finance Charges on your account will be 8.55%. An increase to your Annual Percentage Rate will increase the amount of Finance Charges on your Account and may increase your Minimum Payment Due (as defined below). CFSL reserves the right to increase the Margin added to your Index Rate to 12.00% if you have not made the Minimum Payment Due on any Statement within 60 days from the Due Date of that Statement.

For the purposes of this Agreement, whenever interest to be paid hereunder is to be calculated on the basis of 360 days (or any other period of time that is less than a calendar year), the yearly rate of interest, to which the rate determined pursuant to such calculation is equivalent, is the rate (so determined) multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 (or such other number of days in such period, as the case may be).

Both you and we intend to conform strictly to applicable criminal rate of interest laws as presently in effect. Accordingly, both parties 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 shall, under no circumstance, exceed the maximum lawful rate of interest permitted by 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.

OTHER FEES AND CHARGES

Types of Other Fees and Charges. We will charge the following fees and other charges:

Late Payment Fee on Unpaid Account Balance. If the Minimum Payment Due is not paid by the Due Date, you shall pay a late payment fee equal to 1.50% of the total unpaid Purchases, Rental Transactions, and Installments.

Returned Payment Fee. A Returned Payment Fee in the amount of \$25.00 will be charged to your Account for any payment on your Account, either by check or other means, that is returned to us unpaid and/or dishonored.

Report Charges. We will make available to you a variety of optional reports that you can request from time to time. The types of reports that are available and the applicable charges for each are available upon request.

Service Fees. We will add to your Account a reasonable charge for photocopies and reprints of Account and transaction documents that you may request and for other special services. We may assess a charge not to exceed \$25 per hour, or for any portion thereof, for research performed on your Account per your request, whether performed by us or our service provider. Any such charges will be subject to a Finance Charge in the same manner as Purchases are treated.

ACCOUNTHOLDER LIABILITY

Liable Parties. The legal entity, individual, or partnership whose name appears on your Statement is liable on the Account. By using your Account or making a payment on the Account, you agree that our records are accurate with regard to the information provided in any Statement or correspondence from us to you.

Authorized Users of the Account. You can notify us of the names of the individuals that you wish to be “**Authorized Users**”. Such notification must be in writing. You are liable for all transactions made by any Authorized User, even if you did not approve or give authorization for a specific transaction.

Liability for Subsidiaries and Affiliated Entities. Accountholders with affiliated or subsidiary entities are liable for all transactions conducted by those entities using the Account. If you do not wish to be liable for these transactions, then an Account must be established for the subsidiary or affiliated entity.

PAYMENT

Promise to Pay. You promise to pay us for all transactions on your Account for which you are liable under this Agreement or by law. If an Account payment is invalid or misapplied, we will reverse any credit previously provided for such payment.

Place of Payment. You will send the monthly payment to the payment address shown on your Statement. You may not combine any payment on the Account with any other payment due any other Caterpillar entity. You may not send payments to a Vendor. In the event you combine a payment on the Account with any payment to another Caterpillar entity or any Vendor, you authorize such Caterpillar entity or Vendor to forward such payment to us. For purposes of this provision, “**Caterpillar**” means Caterpillar Inc. and its affiliates and subsidiaries.

Allocation of Payments. Except with respect to Purchases subject to Invoice Billing as described above, and unless prohibited by applicable law, we apply payments in the following order: past due Installment Finance Charges, past due Installment principal, current Installment Finance Charges, current Installment principal, past due Finance Charges other than Installments (Rental Transactions and other), past due Rental Transactions, past due balances, current Finance Charges other than Installments, current Rental Transactions, current Purchase transactions, other fees and charges and any other amounts then due, unposted charges, same as cash balances that have not expired, and Installments not yet due. Notwithstanding the foregoing, but subject to applicable law, you agree that we may apply payments in any order, at our discretion, and that we may change the order in which we apply payments on your Account without notice to you. You cannot require an alternative allocation of payments.

Minimum Payment Due. You agree to pay at least the Minimum Payment Due on your Statement by the Due Date. Except with respect to Purchases subject to Invoice Billing as described above, the “**Minimum Payment Due**” is any past due amount, *plus* the full amount of all Rental Transactions, *plus* 10.00% of the new Purchase amount (\$100.00 minimum), *plus* the sum of all monthly Installments due, *plus* the sum of all Finance Charges and Other Fees and Charges. If your Account Balance is less than \$100, then the Minimum Payment Due is the Account Balance.

Form of Payment. All payments are due and payable in Canadian Dollars and must be drawn from funds on deposit in a Canadian depository financial institution. We are not required to accept any payment that we deem to require special handling.

Payments Marked “Paid In Full”. We may accept letters, checks, or other types of payment showing “payment in full” or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount due requires a written agreement signed by one of our authorized representatives.

Sanctioned Persons. (a) Neither Customer nor any of Customer’s respective directors, officers or employees, subsidiaries, nor any guarantor of Customer’s Account, or any beneficial owner of the Customer or any guarantor, or any person holding a controlling interest in the Customer or a guarantor (each, a “**Relevant Person**”), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from the Account, is currently or at any time a Sanctioned Person.

- “**Sanctioned Person**” means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the Government of Canada, the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, or (ii) any person owned or controlled by any such person or persons in aggregate.
- No merchandise or proceeds received under the terms of the Account will be used by the Customer or any guarantor of the Account, or any other Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the merchandise, in violation of, or which shall cause CFSL or its affiliates to be in violation of any applicable laws, rules, or regulations relating to (a) bribery or corruption, (b) anti-money laundering, (c) terrorism, (d) economic or financial sanctions, or (e) trade embargoes.

CAT CARD REWARDS PROGRAM

By originating your Account, you are also enrolling in the Program. The terms and conditions of the Program are attached hereto as Appendix A (Cat Card Rewards Terms). If your Account terminates for any reason, your Program enrollment shall continue until (a) your request for unenrollment from the Program, or (b) CFSL's termination of your enrollment pursuant to the Cat Card Rewards Terms; whichever occurs earlier.

OTHER IMPORTANT INFORMATION

Change of Information. You will notify us in writing immediately if you change your name, address, or telephone number. If we do not have a valid address because you failed to update our information, then you are responsible for obtaining any Account materials we would normally have delivered to your address.

Credit Information. We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. You will provide updated financial information upon our request. In addition, we may report information about you to credit reporting agencies.

Sharing Information. We may share information about the Account with our Caterpillar affiliates and/or Vendors. We may also share information with outside companies that work for us. These companies act on our behalf and are obligated to keep the information that we provide to them confidential.

Transactions with Vendors

Return Policy. If a Vendor discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Account for Purchases and Rental Transactions from that Vendor.

Recurring Transactions. If you authorize a Vendor to charge your Account for repeat transactions, you must notify the Vendor when you want to discontinue the repeat transactions.

Dispute Procedure. If you disagree with a transaction on your Statement, you have the right to dispute that transaction. If you elect to dispute a transaction, within 30 days from the Due Date of the first Statement on which the transaction appears, you must (i) give us notice of your intention to dispute such transaction, which notice describes the basis for your dispute in reasonable detail and (ii) supply all documents and other materials and information supporting the basis for your dispute. Once you have notified us of the disputed transaction and complied with both clauses (i) and (ii) of the prior sentence, we will contact the Vendor identified with such transaction, and that Vendor will, within a reasonable time, either correct the transaction to your satisfaction or supply us with information validating the transaction. You agree that we may share with the Vendor all the documents and other materials and information you provided to us. You must provide any information reasonably requested by the Vendor or us and must cooperate and respond to the Vendor or us in an effort to resolve the dispute. We have the right, but not the obligation, to investigate and discuss the matter with both parties without the presence of the other party and, after such investigation, to make a determination as to whether the transaction and related charges are valid. In the event we determine that the transaction and related charges are valid, you agree that you will pay the amount of the transaction and Finance Charges will be calculated on the disputed amount from the Due Date of the first Statement on which the transaction first appeared. You agree that you shall pay, as required by the terms hereof, any undisputed portion of a charge related to a transaction that is subject to a dispute.

Default. Your Account is in default if you fail to comply with any of the terms of this Agreement or any other loan agreement, lease agreement, or any other agreement evidencing obligations or indebtedness with us or any other Caterpillar entity; in the event of your bankruptcy, insolvency, fraud, or misrepresentation; or if we reasonably believe that you will be unwilling or unable to pay debts you owe to anyone. If you are in default, (i) we may close your Account without notice and (ii) you must immediately pay your unpaid Account Balance. To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorneys' fees (including allocated costs for attorneys who are employed by us), court costs, and all other expenses of enforcing our rights under this Agreement.

Guaranty of Payment. You hereby guaranty payment of any Account or sub-Account of any of your subsidiaries. If we notify you of a default by any of your subsidiaries, full payment of the subsidiary's Account is due immediately.

Closing Your Account. You may close your Account to further charges by notifying us. We may close your Account or suspend your credit privileges at any time without prior notice, except as required by law. In the event your Account is closed, you continue to remain liable for all charges and any fees then owing or any made in the future.

Amendment of this Agreement. We may amend this Agreement by changing, adding, or deleting any term, condition, service, or feature ("**New Term**") of your Account or of this Agreement at any time. We will provide you with notice of the amendment to the extent required by law. Unless we state otherwise, any New Term will apply to your Account's unpaid Account Balance and to new activity on your Account. If the amendment includes any change to the rate or rates of periodic interest that applies to your existing Account Balance, we will obtain your consent (or your consent will be deemed to have been given) before that New Term becomes effective in any one or more of the following ways: (a) by your usage of the Account after we give you notice of the amendment; or (b) by your affirmative agreement which may be obtained verbally, in writing, or electronically; or (c) if you do not close your Account prior to the effective date of the amendment. Any other term in the amendment will become effective without your consent, although you may be able to avoid a fee or charge by closing the Account or by not making the type of transaction to which it applies after the effective date of the amendment.

Telephone Monitoring. We may listen to and record telephone calls between any of your representatives and us or our agents for the purpose of monitoring and improving the quality of service you receive and for any other reasons for which we provide you notice at the time of the event and receive your consent.

Electronic Disclosure. You agree that any notices and disclosures related to your Account can be delivered to you in printed form or by electronic means if you provide an electronic mail address to us when applying for this Account or at a later date. Until we receive notice of a new electronic mail address, we may continue to send such notices and disclosures to the electronic mail address you most recently provided to us.

Transaction Messaging and Messaging for Collections. You agree that messages regarding active transactions you have with CFSL may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed/texted or not), or message sent through social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information (including any mobile number submitted as a contact) with CFSL, if it changes during the duration of this transaction. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

Enforceability. Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force.

Data and Privacy. Caterpillar's Global Data Privacy Statement ("**Privacy Statement**") describes how Caterpillar collects, processes, and shares information that relates to an identified or identifiable individual ("**Personal Information**") and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By entering into this Agreement, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at https://www.cat.com/data_governance_statement; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals' information to CFSL or its affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with CFSL, its affiliates, or Caterpillar Dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Limitation of Liability. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES LIMITS TO THE PARTIES' LIABILITY UNDER THIS AGREEMENT.

You agree that in no event shall CFSL, its affiliates, or Caterpillar Dealers, be liable under this Agreement to you or any third party for any consequential, indirect, incidental, exemplary, special, or punitive damages whatsoever, including any damages for business interruption, loss of use, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability, or otherwise, regardless of whether such damages were foreseeable and whether or not CFSL was advised of the possibility of such damages. You agree that in no event shall any actual or potential breach by CFSL under this Agreement constitute irreparable harm and agree that you shall not make any claim for, or seek, injunctive relief.

Dispute Resolution. The following provisions shall apply to any claim, dispute, or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents, or assigns of the other, arising from or relating in any way to the Agreement, your Account, or the advertising, application, or approval of your Account (“**Claim**”) between the parties. For the purposes of these dispute resolution provisions, “we”, “us”, and “our” also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them.

Agreement to Arbitrate. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

For any Claim, it shall be at the claiming party’s sole election to proceed with the Claim through litigation in the Courts of Ontario, or through full and final resolution by binding arbitration (“**Arbitration**”). If the claiming party elects Arbitration, notice of such election shall be made at the outset upon initiation of the Claim. If the claiming party elects Arbitration, this Arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, or declaratory or equitable relief. Claims subject to Arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. The parties expressly waive judicial determination of issues of substantive and procedural arbitrability. The Arbitration shall be governed by the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended.

Arbitration Procedure and Awards. If Arbitration is elected, the Arbitration shall be conducted through the ADR Institute of Canada (“**ADRIC**”), and the ADRIIC Arbitration Rules shall apply (“**Rules**”). The language of the Arbitration shall be English. The place of the Arbitration shall be Toronto.

A single, neutral arbitrator, appointed by agreement of the Parties, or if necessary appointed through the procedure of the Rules, will resolve the Claim. The Arbitration will be conducted under the Rules in effect at the time the Claim is filed, unless those procedures and rules are inconsistent with this Arbitration provision, in which case this Agreement will prevail. The parties may agree to proceed under the ADRIIC Simplified Arbitration Rules for any Claim but shall not be required to do so. The arbitrator shall be permitted to award compensatory damages but shall have no power to award damages that are excluded by the Limitation of Liability clause under this Agreement, and each party hereby irrevocably waives any right to recover such excluded damages. The arbitrator will make any award in writing and shall provide reasons for decision. The arbitrator shall have the power to award costs, fees and expenses (including attorneys’ fees, expert fees, witness fees, arbitrator fees, and expenses, etc.) to the prevailing party in accordance with the provisions of this Agreement. The arbitrator shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions.

In the event of the failure of a party to appear at a hearing, the arbitrator shall have the power to render a decision based upon the facts presented at the hearing.

Any decision rendered in such Arbitration proceeding will be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereto pursuant to applicable law. Nothing in these Arbitration provisions nor the exercise of any right to Arbitration nor the commencement or pendency of any proceeding shall limit the right of any party to this Agreement to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including, but not limited to, the filing of an involuntary petition in bankruptcy, the right of setoff, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during, or after the pendency of any negotiation or Arbitration proceeding. The parties agree that the arbitrator shall give effect to the substantive law of the Province of Ontario, including, but not limited to, conflicts of law provisions, statutes of limitation, and matters pertaining to the validity of this Arbitration provision in determining matters submitted to Arbitration hereunder.

This Arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the Account Balance to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Waiver of Class Action. Whether a dispute proceeds through litigation in the courts of the Province of Ontario or through Arbitration, the Claim shall be conducted as an individual action. You hereby agree that any Claim brought by you shall not be on a class or representative basis or as a private attorney general, and you hereby waive any such right. If the Claim proceeds through Arbitration, the arbitrator shall have no authority to proceed on a class or representative basis. No proceeding for dispute of a Claim will be consolidated with any other proceeding for dispute of a Claim without the consent of all parties. The only Claims that may be joined in an individual action are (1) those brought by us against you and any co-applicant, joint Accountholder, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint Accountholder, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

Attornment to Jurisdiction. Any Claim under this Agreement not subject to Arbitration, whether as to interpretation, performance or otherwise, shall be subject to the jurisdiction of the courts of the Province of Ontario and each of the parties hereby irrevocably attorns to the jurisdiction of the courts of Ontario.

Quebec Customers. A complete copy of this Agreement is available in French at <https://www.cat.com/catcardagreement-fr>. You and CSFL have agreed that this Agreement and the documents relating to it be drawn up in English. Vous et CSFL ont convenu que le Cat Card Agreement et les documents s’y rattachant soient rédigés en anglais.

Licensing. CFSL is licensed pursuant to The Trust and Loan Corporations Act (1997) of Saskatchewan (Financing Corporation license).

Company Name _____

Primary Contact Email for Accountholder

Signature _____

Name (print) _____

The above email address will be the initial, primary contact email for the Account and used for Cat Credit redemptions, if any. A valid email is required to participate in the Cat Card Rewards program. Communication preferences can be managed at mycatfinancial.com.

Title _____

Date _____

Appendix A

Cat® Card Rewards Terms

AGREEMENT TO PROGRAM TERMS: Your continued access or use of the Cat Card Rewards program (the “Program”) means you have read, understand and agree to be bound by and comply with the Program terms (“Terms”), set forth herein and set forth in more detail on the Program Website, cat.com/catcardrewards. The Terms include a dispute resolution process. The Terms may be modified, cancelled, or amended from time to time, in CFSL’s sole and absolute discretion, by posting revised Terms to the Program Website. Your continued participation in the Program is deemed your express consent to be bound by any revised Terms. If you do not agree to the Terms, please do not participate in the Program. The Program is void where restricted or prohibited and subject to limitations as required by applicable law.

What is the Program

The Program is a trade rewards program through which eligible, registered participants (“Participants”, “you” or “your”) can earn and accumulate Cat Card Rewards (“Rewards”). Eligibility for participation is set forth on the Program Website along with details about how a Participant can redeem Rewards and/or exclusions and limitations applicable to the Program. Accountholders, as that term is defined in the Customer Agreement for Cat Card and Cat Card Rewards Program, are eligible to be a Participant in the Program, subject to published exclusions and limitations.

Intent of the Program

Participation in the Program may not be used to further personal, family, or household interests or matters. The Program, as of the date of its launch, offers the chance to earn one percent (1%) Rewards on all qualifying parts, service, sales, rental, and work tool purchases at a Caterpillar dealership or a participating internal Caterpillar business unit or other participating vendor (such purchases are “Qualifying Purchases”, and each seller of Qualifying Purchases is a “Program Vendor”). A current definition of “Qualifying Purchases” will be maintained on the Program Website.

How Cat Card Rewards Work

Rewards are earned on every Qualifying Purchase made in accordance with the Terms. Such Rewards are accrued at the time of purchase. Rewards are either redeemed or expire in accordance with the Terms.

Your Agreement

Each time you access and/or use the Program, you agree to be bound by and comply with the Terms and any Additional Terms (as defined below). If you do not agree to all of these Terms, please do not participate in the Program and/or formally exit the Program. The business realities associated with operating the Program are such that, without the limitations that are set forth in the Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes, we would not make the Program available to you.

In some instances, there will be a promotion or opportunity made available to you, and new terms (applicable to such offerings) will be posted (the “Additional Terms”). To the extent there is a conflict between the general Terms and any Additional Terms, the Additional Terms will govern.

You agree that CFSL can enroll you automatically in the Program using the details supplied in connection with your Account. Specifically, your primary email address and contact details will be used to establish the Participant’s record in the Program. Participant will use MyCatFinancial.com, or another designated system, to monitor Rewards accrual and to take action. Authorized Users can earn Rewards that will be added to the Participant’s Reward balance, but they are not permitted to redeem Rewards.

CFSL’s Discretion

The Terms may be modified, cancelled, or amended from time to time in CFSL’s sole and absolute discretion by posting revised Terms to the Program Website, and your continued participation in the Program is deemed your express consent to be bound by any revised Terms. **If you do not agree to the Terms, please do not participate in the Program or use the Program Website.**

Handling of Returns

If you make a purchase and return the merchandise, certain rules will apply in order to prevent unjust Rewards from remaining with Participant. See the Program Website for a complete explanation. If you make a return, be aware that a redemption having occurred prior to return could result in a negative Rewards balance.

Important to Know

Program Vendors are subject to change.

Dispute resolution for the Program will be handled in accordance with the “Dispute Resolution” provisions on the Program Website.

Once accrued Rewards in your Rewards account have been redeemed, they cannot be added back into the account.

Unless specifically noted, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, or other rewards under any circumstances.

By redeeming Rewards, you release CFSL and its parent, subsidiaries, and affiliates from any and all liability regarding the redemption or use of Rewards or other participation in the Program.

We reserve the right to modify or cancel any Reward at any time. Fraud or abuse relating to the accrual or redemption of Rewards may result in forfeiture of Rewards as well as cancellation of your Account and/or your Rewards account.

The determination of tax liability (as may be applicable) arising out of the accrual, conversion, or redemption of Rewards in the Program shall be Participant’s sole responsibility.