

TORO-EXMARK COMMERCIAL CREDIT CARD PROGRAM

**THANK YOU FOR APPLYING
FOR THE EXMARK CREDIT CARD.**
Please take this portion of the application with you and keep for future reference.

7.5" h x 8.5" w

7.5" h x 8.5" w

COMMERCIAL

EXMARK CREDIT CARD APPLICATION



APPLY TODAY!



EXCRF 016

**THE EXMARK CREDIT CARD
COMES WITH THESE
GREAT BENEFITS**



BUYING POWER

Special offers throughout the year

FLEXIBILITY

Choose what works for your cash flow needs: pay in full each month by the due date to avoid interest charges or make minimum monthly payments

MANAGE YOUR ACCOUNT ONLINE

Any time

SIMPLICITY

Easy to read statements

PROTECTION

Zero liability for unauthorized charges

▼ **LIFT THIS PAGE FOR EXMARK CREDIT CARD APPLICATION FILL-IN SECTION** ▼

Once completed, hand in completed application to store associate for processing.

7.125" h x 8.5" w



EXMARK COMMERCIAL CREDIT CARD APPLICATION

BEFORE YOU APPLY

You must be a Sole Proprietor or be authorized by the Business to submit this application. If the information is incomplete, we may not be able to process the application. Supporting documents may be required for verification. Unless you qualify for a Business Liability Account, both the Authorized Officer and the Business will be jointly and severally liable for all amounts owed on the account. **NOTE:** Taxpayer ID Number is required by the USA Patriot Act, except for Sole Proprietors. Social Security Number is required if you are a sole proprietor.

REQUIRED FOR ALL APPLICANTS

Organization Type:
 Embassy Non-Profit Government Financial Institution Other Business Type
 If a financial institution, specify the type: Bank Non-Bank Funds MSB (Money Service Business)
Bank: license and transfer/invest/lend money; **Non-Bank:** no bank license but transfer/invest/lend money (insurance companies, credit card companies, etc.); **Funds:** mutual funds, hedge funds, pension funds, private equity funds; **MSB:** exchange /transfer/ money mechanisms (currency dealer, check casher, etc.)

Legal Type:
 Sole Proprietorship Corporation Government/School/Embassy Limited Liability Partnership
 Full Legal Business Name:

Name of Business (As you would like it to appear on your card, 24 characters maximum):

Physical Address (If Sole Proprietor, provide Home Address)(No P.O. Box):

City: State: Zip Code:

Billing Address (If different than Physical Address above):

City: State: Zip Code:

Business Phone Number (If Sole Proprietor, provide Home Phone Number)*: Ext:

Billing Phone Number (If different than Business Phone Number)*: Ext:

Business Fax Number: Anticipated Monthly Highest Purchase Volume: Federal Taxpayer ID Number (optional for Sole Proprietor):

Email Address:

If you provide your email address, Citibank, N.A. may use it to contact you about your account and tell you about useful products and services. You are also providing your email address to The Toro Company, which may use it to send you offers and news about the latest merchandise, promotions and sales.

In Business Since (YYYY): Number of Employees: Number of Cards Requested: Annual Revenue:
 1 2 3 4 5

*To acquire more cards, please contact customer service after your account has been established. Buyer full name and date of birth will be required when calling.

AUTHORIZED OFFICER SIGNATURE (required)

You are applying for the Exmark Commercial Credit Card. Governmental agencies will only be considered for a Commercial Account. By signing below, you: (1) certify that you have read and agree to the Credit Card Disclosures and Terms and Conditions of Offer; (2) agree to the terms and conditions of the Citibank Card Agreement that will be sent with your card if credit is granted and you agree to pay all charges incurred under such terms; (3) certify that all the information provided in this application is true and correct and you are authorized to sign the application on behalf of the applicant; (4) authorize us to obtain information about you personally (whether or not you have personally guaranteed the account), your business and any guarantor from employers, banks, credit bureau, and others, to verify your identity and to determine the applicant's eligibility for credit, renewal of credit, future extensions of credit, and to collect on any account resulting from this application; and (5) authorize us to share with The Toro Company any credit or credit-related information we obtain or develop concerning you and/or your business for the purpose of determining the applicant's eligibility for credit, renewal of credit, and future extensions of credit.

First Name: Initial: Last Name:

Home Address (No P.O. Box):

City: State: Zip Code: Date of Birth:

Signature of Company's Authorized Officer: Date:

PERSONAL GUARANTOR SIGNATURE (optional for same person as Authorized Officer Signature section)

Should you choose to provide this information, completing this section will speed the processing of your application if you have a young or small company. This section should be completed if your company:

- is a sole proprietorship, a partnership, unincorporated; or
- is incorporated for less than 3 years; or
- has annual revenue of less than \$2,000,000; or
- has less than 10 employees.

I agree to be liable for any unpaid amounts on this account. I authorize Citibank, N.A. to investigate my personal credit and financial records, including my banking records. I understand that Citibank, N.A. or its agent may request my personal credit bureau report in considering this application, and for the purpose of an update, renewal, extension of credit, review or collection of this account. In consideration of Citibank, N.A. extending credit to applicant under the terms of the Citibank Card Agreement which will be sent with the card if credit is granted, I agree to personally guarantee payment of the debt, including any reasonable attorney's fees, arbitration, court or other collection costs as permitted by law and as incurred. In the event of any default, I agree that Citibank, N.A. can enforce this guarantee, without first proceeding against the applicant, until the governing Card Agreement has been terminated and all amounts due have been paid. I waive all notice regarding the governing Card Agreement and this guarantee. I agree to guarantee payment even if the terms of the governing Card Agreement are changed. I understand that any negative information, including failure to make required payments on the account, may be reported to the appropriate reporting agency.

Signature of Personal Guarantor: Date:

Home Phone*: Social Security Number:

*By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

When processing is complete, mail the required fields to Citi in the pre-addressed envelopes or fax to 1-866-371-3303.

If your business meets any of the following criteria, you may be eligible for a Business Liability Only account:

- LLC, Partnership or Corporation and in business for at least 2 years
- Government (including public schools) • Non-profit organization

FOR MERCHANT USE ONLY:

ID Type (Required): ID Number (Required):

Merchant ID (Required):

FOR INTERNAL USE ONLY:

Account Number/Pending Number:

EXCRC1018



Project Number:
TR181207
Description:
Exmark Application
Specifications:
 Flat size:
8.5" x 29.375"
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8.5" x 7.5"
 Colors (this page):

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 171 W. Wing St., Suite 201
 Arlington Heights, IL 60005
 (847) 749-0143

- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily periodic finance charges for each of your different balances.
- We add up all the daily periodic finance charges. The sum is the total periodic finance charge for the billing period. You authorize us to round the total periodic finance charge to the nearest cent.

When we calculate daily balances, we add a purchase as of the Transaction Date. The Transaction Date is shown on the billing statement. We add a transaction fee to the same balance as the transaction. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

Balance Subject to Finance Charge. For each different balance, your statement shows any Balance Subject to Finance Charge. The Balance Subject to Finance Charge is the average of the daily balances during the billing period. A billing period begins on the day after the Closing Date of the previous billing period. It includes the Closing Date of the current billing period.

You can use your billing statement to calculate periodic finance charges. For each different balance, multiply the Balance Subject to Finance Charge by its daily periodic rate. Multiply that amount by the number of days in the billing period. The result is the total periodic finance charge on that balance. Rounding may cause a small difference.

Minimum Finance Charge. If the total periodic finance charge is less than \$2, we charge a minimum **FINANCE CHARGE** of \$2. We add the additional amount to the regular purchase balance or to one or more of the balances that is assessed a periodic finance charge.

Other Fees

Transaction Fee for Major Purchase Plans. For each purchase made under a Major Purchase Plan promotion when your minimum payment will pay off the promotional balance in 24 to 41 months, we add a major purchase plan fee of \$49 to the Major Purchase Plan purchase amount. For each purchase made under a Major Purchase Plan promotion when your minimum payment will pay off the promotional balance after more than 41 months, we add a major purchase plan fee of \$149 to the Major Purchase Plan purchase amount.

Late Fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. The fee will be \$27; or \$37 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

Returned Payment Fee. We add a \$39 fee if a payment check or similar instrument is not honored or if it is returned because it cannot be processed. We also add this fee if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. We add this fee to the regular purchase balance.

Arbitration

The Card Agreement that you will receive with your card if you are approved for credit provides that disputes are subject to 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. Please read the "Arbitration" provision of the Card Agreement carefully.

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EXCRC1018

EXMARK COMMERCIAL CREDIT CARD DISCLOSURES

Interest Rates and Interest Charges	
Annual percentage rate (APR) for purchases	25.74% variable.
Grace period for repayment of the balance for purchases	At least 20 days if you pay the total balance in full by the due date every billing period. If you do not, you will not get a grace period.
Method of computing the balance for purchases	Daily balance. This includes new purchases.
Minimum finance charge	\$2.00.
Fees	
Annual Fee	None.
Transaction Fees	
• Major Purchase Plan	\$49 for a Major Purchase Plan purchase when the minimum payment will pay off the balance in 24-41 months; \$149 for a Major Purchase Plan purchase when the minimum payment will pay off the balance after more than 41 months.
Other fees	Late fee: \$27 or \$37 Returned Payment Fee: \$39

***How can your actions trigger the default APR?** If you default under the account agreement because you do not make the Minimum Payment Due by the payment due date for three billing periods in a row, your APRs (excluding promotional APRs on promotional balances) may automatically increase to the default APR.

****How do we calculate variable rates?** For each billing period we use the Prime Rate published in The Wall Street Journal two business days prior to the Closing Date for that billing period.

When can we change the rates, fees, and terms of your account agreement? We may change the rates, fees, and terms of your account agreement at any time, for any reason. These reasons may be based on information in your credit report or general market conditions. If the change will cause a rate or fee to increase, you will receive advance notice and a right to opt out. If you opt out, we will close your account. You can then pay the remaining balance under the old rates, fees and terms.

The Account Disclosures are accurate as of October 2, 2018. To find out what may have changed after that date write to us at Citibank, N.A., P.O. Box 790449, St. Louis, MO 63179.

TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. This account is only for business or commercial purposes. It is not for personal, family or household purposes. Citibank, N.A. ("we" or "us") is the issuer of your Exmark Commercial Credit Card. Citibank, N.A. is located in Sioux Falls, SD.
- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. In addition, the bank must obtain the business' legal name, its street address, and its taxpayer identification number. We may also ask to see your driver's license or other identifying documents; and obtain identification information about you or any employees you add to your account.

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- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- You authorize us to share with merchants, the retailer for whom this card is issued, and its affiliates, experiential and transactional information regarding you and your account.
- To receive an Exmark Commercial Credit Card, you must meet our credit qualification criteria. Your credit limit will be determined by a review of your credit report and, in some instances, a review of such other financial information as we may ask you to provide. You will be informed of the amount of your credit line when your account is opened.
- Please see the following Initial Disclosure Statement for important additional information. If you are approved for credit, you will receive an account agreement with your card(s).

INITIAL DISCLOSURE STATEMENT FOR THE EXMARK COMMERCIAL CREDIT CARD

Please read this Initial Disclosure Statement (“Statement”) and keep it for your records. If you are approved for credit, you will receive a Card Agreement with your card.

Each use of the card to charge purchases constitutes a loan for business or commercial purposes to you by us. If you are approved for credit, your account may be used only for purchasing goods and services to be used for business or commercial purposes on behalf of the business. You may not use this account to purchase goods or services for personal, family or household purposes.

Definitions

account means the relationship established between you and us by this Agreement. This includes any sub-account we establish for you or any authorized user.

APR means an annual percentage rate.

Authorized Officer means any natural person, whether or not an actual officer of the Business, who applies for the account on behalf of the Business.

authorized user means any person you allow to use your account.

Business means the corporation, limited liability company, partnership, sole proprietorship, association, governmental agency, or other entity or organization that applied to open the account and any successors to that entity or organization.

Business Liability Only account means an account that was not opened as a joint account, the account did not later become a joint account, and the Authorized Officer did not agree when applying for the account to be jointly and severally (or otherwise) liable with the Business for all amounts owed on the account.

card means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

we, us, and our mean Citibank, N.A., the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.

you, your, and yours means the Business and, except for a Business Liability Only account, each Authorized Officer, who are jointly and severally liable for all amounts owed on the account.

Purchase APR

Purchase APR. The **ANNUAL PERCENTAGE RATE** for regular purchases equals the Prime Rate plus 20.49%. As of October 2, 2018 this APR is 25.74%. This APR equals a daily periodic rate of 0.07052%.

Promotions. From time to time, we may make promotional offers for all or a part of any balances. A promotional offer may apply for a limited period of time. Each promotional offer will be governed by the terms of that offer and this Agreement. We will tell you the terms applicable to a promotional offer at the time we offer it to you.

For example:

- We may offer you a promotional APR on a specific purchase. The promotional APR will apply for a specific period of time and then expire to a higher APR (which may be lower than the regular purchases APR). Before you make a purchase subject to the offer, we will tell you the promotional APR and how long it will apply. We will also tell you the APR that will apply after the promotional APR expires. We call this type of promotional offer a “Special Rate Plan.”
- If a promotional offer is a deferred interest offer, no finance charges will be imposed on the deferred interest balance if you pay the balance in full by the end of the promotional period. We will impose finance charges on the deferred interest balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period. We call this type of promotional offer a “Deferred Interest Plan.”
- We may offer you a promotional APR on a specific purchase. The promotional APR will apply so long as any portion of that purchase balance remains on the account. We call this type of promotional offer a “Major Purchase Plan.”

Periodic Finance Charges Based on APRs

Periodic Finance Charges. We impose periodic finance charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

When Periodic Finance Charges Begin. Periodic finance charges begin the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases. They also include finance charges and fees. We continue to impose periodic finance charges until we credit your account with full payment of the total amount you owe us.

Grace Period on Purchases. You can avoid finance charges on purchases. This is called a grace period on purchases. The grace period is at least 20 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle.

You do not need to pay certain promotional purchase balances in full by the payment due date each month to get a grace period on your other purchase balances. On a particular payment due date, you do not need to pay the following types of purchase balances in full (“excluded balances”) to keep your grace period, as long as you pay in full all other purchase balances on the account by that due date:

- a Deferred Interest Plan balance if the promotional period does not expire on or before that due date;
- a Special Rate Plan balance; and
- a Major Purchase Plan balance.

However, you must still pay any separately required minimum monthly payment on each excluded balance. In billing cycles in which payments are allocated to Deferred Interest Plan balances first, those Deferred Interest Plan balances will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date every billing cycle.

Calculation of Periodic Finance Charges. We calculate periodic finance charges each billing period. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases and balances in different promotional plans. (When we calculate interest charges, we treat each Deferred Interest Plan balance separately even if it has the same terms as another Deferred Interest Plan balance.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic finance charge on the previous day’s balance. (This results in daily compounding of finance charges.) We add any new charges. We then subtract any new credits or payments.

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