

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark one)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to
Commission File Number 1-11411

POLARIS INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

2100 Highway 55, Medina MN
(Address of principal executive offices)

41-1790959

(I.R.S. Employer
Identification No.)

55340

(Zip Code)

(763) 542-0500

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last
report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Common Stock, \$.01 par value

PII

New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Non-accelerated filer

☐

Accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

As of July 22, 2025, 56,224,642 shares of Common Stock, \$.01 par value, of the registrant were outstanding.

POLARIS INC.
FORM 10-Q
For Quarterly Period Ended June 30, 2025

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Part I FINANCIAL INFORMATION
Item 1 – FINANCIAL STATEMENTS

POLARIS INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except per share data)

	June 30, 2025 (Unaudited)	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 324.3	\$ 287.8
Trade receivables, net	225.2	192.3
Inventories, net	1,698.0	1,741.5
Prepaid expenses and other	320.6	395.7
Income taxes receivable	44.8	15.1
Total current assets	2,612.9	2,632.4
Property and equipment, net	1,147.1	1,186.7
Investment in finance affiliate	142.9	136.7
Deferred tax assets	406.2	384.6
Goodwill and other intangible assets, net	880.8	936.2
Operating lease assets	124.5	127.2
Other long-term assets	73.6	121.4
Total assets	\$ 5,388.0	\$ 5,525.2
Liabilities and Equity		
Current liabilities:		
Current financing obligations	\$ 434.5	\$ 434.3
Accounts payable	773.9	562.8
Accrued expenses	1,253.4	1,259.7
Other current liabilities	42.1	36.4
Total current liabilities	2,503.9	2,293.2
Long-term financing obligations	1,392.3	1,638.1
Other long-term liabilities	297.9	293.4
Total liabilities	\$ 4,194.1	\$ 4,224.7
Deferred compensation	\$ 4.5	\$ 6.4
Shareholders' equity:		
Preferred stock \$0.01 par value per share, 20.0 shares authorized, no shares issued and outstanding	—	—
Common stock \$0.01 par value per share, 160.0 shares authorized, 56.2 and 56.1 shares issued and outstanding, respectively	\$ 0.6	\$ 0.6
Additional paid-in capital	1,299.9	1,265.9
(Accumulated deficit) retained earnings	(71.7)	148.9
Accumulated other comprehensive loss, net	(43.7)	(125.5)
Total shareholders' equity	1,185.1	1,289.9
Noncontrolling interest	4.3	4.2
Total equity	1,189.4	1,294.1
Total liabilities and equity	\$ 5,388.0	\$ 5,525.2

The accompanying footnotes are an integral part of these consolidated statements.

POLARIS INC.
CONSOLIDATED STATEMENTS OF (LOSS) INCOME
(In millions, except per share data)
(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Sales	\$ 1,852.7	\$ 1,961.2	\$ 3,388.5	\$ 3,697.6
Cost of sales	1,493.5	1,537.2	2,784.3	2,943.3
Gross profit	359.2	424.0	604.2	754.3
Operating expenses:				
Selling and marketing	124.6	132.6	242.2	259.0
Research and development	90.3	86.8	173.2	174.6
General and administrative	127.4	110.4	230.1	209.4
Goodwill impairment	52.6	—	52.6	—
Total operating expenses	394.9	329.8	698.1	643.0
Income from financial services	22.8	25.5	44.9	47.4
Operating (loss) income	(12.9)	119.7	(49.0)	158.7
Non-operating expense:				
Interest expense	33.2	34.6	67.3	66.5
Other expense (income), net	46.5	(0.8)	47.4	(1.4)
(Loss) income before income taxes	(92.6)	85.9	(163.7)	93.6
(Benefit) provision for income taxes	(13.5)	17.0	(17.9)	20.8
Net (loss) income	(79.1)	68.9	(145.8)	72.8
Net income attributable to noncontrolling interest	(0.2)	(0.2)	(0.3)	(0.3)
Net (loss) income attributable to Polaris Inc.	\$ (79.3)	\$ 68.7	\$ (146.1)	\$ 72.5
Net (loss) income per share attributable to Polaris Inc. common shareholders:				
Basic	\$ (1.39)	\$ 1.21	\$ (2.57)	\$ 1.28
Diluted	\$ (1.39)	\$ 1.21	\$ (2.57)	\$ 1.27
Weighted average shares outstanding:				
Basic	57.0	56.6	56.9	56.7
Diluted	57.0	56.9	56.9	57.0

The accompanying footnotes are an integral part of these consolidated statements.

POLARIS INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(In millions)
(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Net (loss) income	\$ (79.1)	\$ 68.9	\$ (145.8)	\$ 72.8
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	54.7	(16.9)	76.9	(27.9)
Unrealized (loss) gain on derivative instruments	(0.1)	(7.4)	5.1	(2.4)
Retirement plan and other activity	(0.1)	(0.2)	(0.2)	(0.3)
Comprehensive (loss) income	(24.6)	44.4	(64.0)	42.2
Comprehensive income attributable to noncontrolling interest	(0.2)	(0.2)	(0.3)	(0.3)
Comprehensive (loss) income attributable to Polaris Inc.	<u>\$ (24.8)</u>	<u>\$ 44.2</u>	<u>\$ (64.3)</u>	<u>\$ 41.9</u>

The accompanying footnotes are an integral part of these consolidated statements.

POLARIS INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In millions)
(Unaudited)

	Number of Shares	Common Stock	Additional Paid- In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Non Controlling Interest	Total Equity
Balance, March 31, 2025	56.2	\$ 0.6	\$ 1,278.8	\$ 45.2	\$ (98.2)	\$ 4.2	\$ 1,230.6
Employee stock compensation	—	—	20.2	—	—	—	20.2
Proceeds from stock issuances under employee plans	—	—	0.9	—	—	—	0.9
Cash dividends paid ⁽¹⁾	—	—	—	(37.6)	—	—	(37.6)
Cash dividend to noncontrolling interest	—	—	—	—	—	(0.1)	(0.1)
Net (loss) income	—	—	—	(79.3)	—	0.2	(79.1)
Other comprehensive income	—	—	—	—	54.5	—	54.5
Balance, June 30, 2025	56.2	\$ 0.6	\$ 1,299.9	\$ (71.7)	\$ (43.7)	\$ 4.3	\$ 1,189.4

	Number of Shares	Common Stock	Additional Paid- In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non Controlling Interest	Total Equity
Balance, March 31, 2024	56.5	\$ 0.6	\$ 1,243.8	\$ 197.3	\$ (63.6)	\$ 2.5	\$ 1,380.6
Employee stock compensation	—	—	15.9	—	—	—	15.9
Deferred compensation	—	—	(0.4)	2.5	—	—	2.1
Proceeds from stock issuances under employee plans	—	—	0.9	—	—	—	0.9
Cash dividends paid ⁽¹⁾	—	—	—	(36.8)	—	—	(36.8)
Repurchase and retirement of common shares	(0.8)	—	(17.2)	(49.1)	—	—	(66.3)
Addition of noncontrolling interest	—	—	—	—	—	2.0	2.0
Net income	—	—	—	68.7	—	0.2	68.9
Other comprehensive loss	—	—	—	—	(24.5)	—	(24.5)
Balance, June 30, 2024	55.7	\$ 0.6	\$ 1,243.0	\$ 182.6	\$ (88.1)	\$ 4.7	\$ 1,342.8

⁽¹⁾ Polaris Inc. declared and paid a dividend of \$0.67 per share for the three-month period ended June 30, 2025 and a dividend of \$0.66 per share for the three-month period ended June 30, 2024.

	Number of Shares	Common Stock	Additional Paid- In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Non Controlling Interest	Total Equity
Balance, December 31, 2024	56.1	\$ 0.6	\$ 1,265.9	\$ 148.9	\$ (125.5)	\$ 4.2	\$ 1,294.1
Employee stock compensation	0.2	—	32.8	—	—	—	32.8
Deferred compensation	—	—	0.1	1.8	—	—	1.9
Proceeds from stock issuances under employee plans	—	—	2.3	—	—	—	2.3
Cash dividends paid ⁽²⁾	—	—	—	(75.1)	—	—	(75.1)
Repurchase and retirement of common shares	(0.1)	—	(1.2)	(1.2)	—	—	(2.4)
Cash dividend to noncontrolling interest	—	—	—	—	—	(0.2)	(0.2)
Net (loss) income	—	—	—	(146.1)	—	0.3	(145.8)
Other comprehensive income	—	—	—	—	81.8	—	81.8
Balance, June 30, 2025	56.2	\$ 0.6	\$ 1,299.9	\$ (71.7)	\$ (43.7)	\$ 4.3	\$ 1,189.4

	Number of Shares	Common Stock	Additional Paid- In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non Controlling Interest	Total Equity
Balance, December 31, 2023	56.5	\$ 0.6	\$ 1,231.8	\$ 243.5	\$ (57.5)	\$ 2.4	\$ 1,420.8
Employee stock compensation	0.2	—	28.4	—	—	—	28.4
Deferred compensation	—	—	(0.8)	2.0	—	—	1.2
Proceeds from stock issuances under employee plans	—	—	4.6	—	—	—	4.6
Cash dividends paid ⁽²⁾	—	—	—	(74.1)	—	—	(74.1)
Repurchase and retirement of common shares	(1.0)	—	(21.0)	(61.3)	—	—	(82.3)
Addition of noncontrolling interest	—	—	—	—	—	2.0	2.0
Net income	—	—	—	72.5	—	0.3	72.8
Other comprehensive loss	—	—	—	—	(30.6)	—	(30.6)
Balance, June 30, 2024	55.7	\$ 0.6	\$ 1,243.0	\$ 182.6	\$ (88.1)	\$ 4.7	\$ 1,342.8

⁽²⁾ Polaris Inc. declared and paid aggregate dividends of \$1.34 per share for the six-month period ended June 30, 2025 and aggregate dividends of \$1.32 per share for the six-month period ended June 30, 2024.

The accompanying footnotes are an integral part of these consolidated statements.

POLARIS INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six months ended June 30,	
	2025	2024
Operating Activities:		
Net (loss) income	\$ (145.8)	\$ 72.8
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	146.3	132.4
Noncash compensation	32.8	28.4
Noncash income from financial services	(22.6)	(27.8)
Deferred income taxes	(20.2)	(21.8)
Other, net	(1.8)	0.1
Goodwill impairment	52.6	—
Investment impairment	49.4	—
Changes in operating assets and liabilities:		
Trade receivables	(20.3)	44.6
Inventories	75.8	(209.9)
Accounts payable	202.2	62.4
Accrued expenses	(17.7)	(20.5)
Income taxes payable/receivable	(18.3)	(2.6)
Prepaid expenses and other, net	91.1	(17.2)
Net cash provided by operating activities	403.5	40.9
Investing Activities:		
Purchase of property and equipment, net	(76.1)	(139.3)
Distributions from (investment in) finance affiliate, net	16.4	26.5
Investments in other affiliates	—	(5.2)
Acquisition of developed technology assets	—	(47.8)
Net cash used for investing activities	(59.7)	(165.8)
Financing Activities:		
Borrowings under financing obligations	1,378.9	1,701.8
Repayments under financing obligations	(1,632.4)	(1,462.6)
Repurchase and retirement of common shares	(2.4)	(82.3)
Cash dividends to shareholders	(75.1)	(74.1)
Cash dividend to noncontrolling interest	(0.2)	—
Proceeds from stock issuances under employee plans	2.3	4.6
Net cash (used for) provided by financing activities	(328.9)	87.4
Impact of currency exchange rates on cash balances	22.0	(7.8)
Net increase (decrease) in cash, cash equivalents and restricted cash	36.9	(45.3)
Cash, cash equivalents and restricted cash at beginning of period	303.0	382.9
Cash, cash equivalents and restricted cash at end of period	\$ 339.9	\$ 337.6
Supplemental Cash Flow Information:		
Interest paid on financing obligations	\$ 70.9	\$ 69.5
Income taxes paid	\$ 22.2	\$ 43.9
Leased assets obtained for operating lease liabilities	\$ 7.4	\$ 8.6
The following presents the classification of cash, cash equivalents and restricted cash within the consolidated balance sheets:		
Cash and cash equivalents	\$ 324.3	\$ 322.7
Other long-term assets	15.6	14.9
Total	\$ 339.9	\$ 337.6

The accompanying footnotes are an integral part of these consolidated statements.

POLARIS INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Basis of Presentation and Significant Accounting Policies

Basis of presentation. The accompanying unaudited consolidated financial statements of Polaris Inc. (“Polaris” or the “Company”) have been prepared in accordance with accounting principles generally accepted in the United States for interim financial statements and, therefore, do not include all information and disclosures of results of operations, financial position, and changes in cash flow in conformity with accounting principles generally accepted in the United States for complete financial statements. Accordingly, such statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 previously filed with the Securities and Exchange Commission (“SEC”). In the opinion of management, such statements reflect all adjustments (which include only normal recurring adjustments) necessary for a fair presentation of the financial position, results of operations, equity, and cash flows for the periods presented. Due to the seasonality trends for certain products and certain changes in production and shipping cycles, results of such periods are not necessarily indicative of the results to be expected for the complete year.

Fair value measurements. Fair value is the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date:

Level 1 — Quoted prices in active markets for identical assets or liabilities.

Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In making fair value measurements, observable market data must be used when available. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement. The Company utilizes the market approach to measure fair value for its non-qualified deferred compensation assets and liabilities, and the income approach for foreign currency contracts, interest rate contracts, and commodity contracts. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities, and for the income approach, the Company uses significant other observable inputs to value its derivative instruments used to hedge foreign currency, interest rate transactions, and commodity transactions.

Assets and liabilities measured at fair value on a recurring basis are summarized below (in millions):

	Input Level	June 30, 2025	December 31, 2024
Assets			
Non-qualified deferred compensation assets	Level 1	\$ 51.3	\$ 50.1
Foreign exchange contracts, net	Level 2	\$ 0.9	\$ —
Interest rate contracts, net	Level 2	\$ 0.4	\$ 1.0
Commodity contracts, net	Level 2	\$ 0.5	\$ —
Liabilities			
Non-qualified deferred compensation liabilities	Level 1	\$ (51.3)	\$ (50.1)
Foreign exchange contracts, net	Level 2	\$ —	\$ (0.9)
Commodity contracts, net	Level 2	\$ —	\$ (1.6)

Fair value of other financial instruments. The carrying values of the Company’s short-term financial instruments, including cash and cash equivalents, trade receivables, accounts payable and current financing obligations, approximate their fair values due to their short-term nature. As of June 30, 2025 and December 31, 2024, the fair value of the Company’s financing obligations was approximately \$1,853.4 million and \$2,103.5 million, respectively, and was determined primarily using Level 2 inputs by discounting projected cash flows based on quoted market rates at which similar amounts of debt could

currently be borrowed. The carrying value of financing obligations was \$1,826.8 million and \$2,072.4 million as of June 30, 2025 and December 31, 2024, respectively.

Investment in other affiliates. The Company has certain strategic investments in nonmarketable securities of other companies. The Company evaluates investments in nonmarketable securities for impairment utilizing level 3 fair value inputs. During the three months ended June 30, 2025, the Company recorded a \$49.4 million impairment associated with one such investment as a result of a bona fide investment offer. The impairment was recorded within other expense (income), net in the consolidated statements of (loss) income.

Property and equipment. The Company recorded \$66.9 million and \$64.1 million of depreciation expense for the three months ended June 30, 2025 and 2024, respectively, and \$134.3 million and \$122.5 million for the six months ended June 30, 2025 and 2024, respectively. A majority of the Company's property and equipment is located in North America.

Product warranties. The activity in the warranty reserve during the periods presented was as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Balance at beginning of period	\$ 152.8	\$ 168.4	\$ 162.8	\$ 181.1
Additions charged to expense	33.2	46.1	62.7	86.9
Warranty claims paid, net	(32.6)	(40.4)	(72.1)	(93.9)
Balance at end of period	\$ 153.4	\$ 174.1	\$ 153.4	\$ 174.1

New accounting pronouncements and income tax legislation.

Income Tax Disclosures. In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." ASU 2023-09 is intended to enhance the transparency and decision usefulness of income tax disclosures, primarily through changes to disclosures around the effective tax rate reconciliation and income taxes paid information. The amendments in ASU 2023-09 are to be applied prospectively and early adoption is permitted. This standard will be applicable for the Company's Annual Report on Form 10-K for the year ending December 31, 2025 and annual periods thereafter. The Company is evaluating its disclosure approach for ASU 2023-09. The adoption of ASU 2023-09 is not expected to have a material impact on the Company's consolidated financial statements, but will require additional income tax disclosures when adopted in the Company's Annual Report on Form 10-K for the year ending December 31, 2025 and annual periods thereafter.

Income Taxes. The One Big Beautiful Bill Act (the "OBBBA") was enacted on July 4, 2025. The OBBBA includes the reinstatement of 100% bonus depreciation, immediate expensing of domestic research and experimental (R&E) expenditures under new Section 174A of the Internal Revenue Code (the "IRC"), and modifications to the interest deduction limitations under Section 163(j) of the IRC. In addition, the OBBBA includes changes to international tax provisions, notably the treatment of Net CFC Tested Income ("NCTI"), formally known as Global Intangible Low-Taxed Income ("GILTI") and Foreign-Derived Deduction-Eligible Income ("FDDEI"), formally known as Foreign-Derived Intangible Income ("FDII"). The revised NCTI regime eliminates the qualified business asset investment ("QBAI") exemption, adopts a country-by-country calculation, and reduces deductions under Section 250 of the IRC, which may increase the Company's effective tax rate on foreign earnings. The FDDEI deduction has also been adjusted, potentially affecting the tax benefits associated with the Company's export-related income. While these changes are not reflected in the Company's results for the three and six months ended June 30, 2025, the Company is actively evaluating their potential impact on the Company's deferred tax assets and liabilities, effective tax rate, and global tax planning strategies. The Company has not yet recorded any adjustments related to the OBBBA and will continue to assess the implications of the OBBBA.

Apart from the item discussed above and those discussed in our Annual Report on Form 10-K for the year ended December 31, 2024, there are no other new accounting pronouncements that are expected to have a significant impact on the Company's consolidated financial statements or related disclosures.

Note 2. Supplemental Balance Sheet Information

<i>In millions</i>	June 30, 2025	December 31, 2024
Inventories		
Raw materials and purchased components	\$ 621.9	\$ 580.7
Service parts, garments and accessories	318.4	327.2
Finished goods	871.5	943.2
Less: reserves	(113.8)	(109.6)
Inventories, net	\$ 1,698.0	\$ 1,741.5
Property and equipment		
Land, buildings and improvements	\$ 710.4	\$ 691.2
Equipment and tooling	1,855.2	1,779.2
	2,565.6	2,470.4
Less: accumulated depreciation	(1,418.5)	(1,283.7)
Property and equipment, net	\$ 1,147.1	\$ 1,186.7
Accrued expenses		
Compensation	\$ 154.3	\$ 145.9
Warranties	153.4	162.8
Sales promotions and incentives	306.6	249.0
Dealer holdback	153.9	157.3
Other accrued expenses	485.2	544.7
Total accrued expenses	\$ 1,253.4	\$ 1,259.7
Other current liabilities		
Current operating lease liabilities	\$ 29.2	\$ 28.8
Income taxes payable	12.9	7.6
Total other current liabilities	\$ 42.1	\$ 36.4
Other long-term liabilities		
Long-term operating lease liabilities	\$ 96.7	\$ 99.7
Long-term income taxes payable	19.6	12.5
Deferred tax liabilities	6.5	6.1
Other long-term liabilities	175.1	175.1
Total other long-term liabilities	\$ 297.9	\$ 293.4

Note 3. Revenue Recognition

The Company recognizes revenue when it satisfies a performance obligation by transferring control of a good or service to a customer. Revenue is measured based on the amount of consideration that the Company expects to be entitled to in exchange for the goods or services transferred. Sales, value add, and other taxes that are collected from a customer concurrent with revenue-producing activities are excluded from revenue. Revenue from goods and services transferred to customers at a point-in-time accounts for the majority of the Company's revenue. Revenue from products or services transferred over time is discussed in the contract liabilities section below.

The following tables disaggregate the Company's revenue by major product type and geography (in millions):

Three months ended June 30, 2025				
	Off Road	On Road	Marine	Total
Revenue by product type				
Wholegoods	\$ 1,022.4	\$ 227.9	\$ 155.1	\$ 1,405.4
PG&A	386.0	61.1	0.2	447.3
Total revenue	<u>\$ 1,408.4</u>	<u>\$ 289.0</u>	<u>\$ 155.3</u>	<u>\$ 1,852.7</u>
Revenue by geography				
United States	\$ 1,171.7	\$ 152.8	\$ 153.4	\$ 1,477.9
Canada	96.3	8.1	1.3	105.7
EMEA	83.2	115.5	—	198.7
APLA	57.2	12.6	0.6	70.4
Total revenue	<u>\$ 1,408.4</u>	<u>\$ 289.0</u>	<u>\$ 155.3</u>	<u>\$ 1,852.7</u>
Three months ended June 30, 2024				
	Off Road	On Road	Marine	Total
Revenue by product type				
Wholegoods	\$ 1,135.1	\$ 238.8	\$ 133.9	\$ 1,507.8
PG&A	398.7	54.5	0.2	453.4
Total revenue	<u>\$ 1,533.8</u>	<u>\$ 293.3</u>	<u>\$ 134.1</u>	<u>\$ 1,961.2</u>
Revenue by geography				
United States	\$ 1,285.9	\$ 144.4	\$ 130.4	\$ 1,560.7
Canada	99.3	14.0	3.1	116.4
EMEA	84.3	120.8	0.1	205.2
APLA	64.3	14.1	0.5	78.9
Total revenue	<u>\$ 1,533.8</u>	<u>\$ 293.3</u>	<u>\$ 134.1</u>	<u>\$ 1,961.2</u>

Six months ended June 30, 2025				
	Off Road	On Road	Marine	Total
Revenue by product type				
Wholegoods	\$ 1,859.7	\$ 400.7	\$ 270.4	\$ 2,530.8
PG&A	747.3	110.1	0.3	857.7
Total revenue	<u>\$ 2,607.0</u>	<u>\$ 510.8</u>	<u>\$ 270.7</u>	<u>\$ 3,388.5</u>
Revenue by geography				
United States	\$ 2,134.3	\$ 270.1	\$ 266.2	\$ 2,670.6
Canada	184.4	15.6	3.3	203.3
EMEA	177.0	201.6	—	378.6
APLA	111.3	23.5	1.2	136.0
Total revenue	<u>\$ 2,607.0</u>	<u>\$ 510.8</u>	<u>\$ 270.7</u>	<u>\$ 3,388.5</u>
Six months ended June 30, 2024				
	Off Road	On Road	Marine	Total
Revenue by product type				
Wholegoods	\$ 2,111.4	\$ 464.3	\$ 257.4	\$ 2,833.1
PG&A	758.1	106.2	0.2	864.5
Total revenue	<u>\$ 2,869.5</u>	<u>\$ 570.5</u>	<u>\$ 257.6</u>	<u>\$ 3,697.6</u>
Revenue by geography				
United States	\$ 2,377.2	\$ 276.2	\$ 250.1	\$ 2,903.5
Canada	185.3	26.8	5.7	217.8
EMEA	178.7	243.4	0.3	422.4
APLA	128.3	24.1	1.5	153.9
Total revenue	<u>\$ 2,869.5</u>	<u>\$ 570.5</u>	<u>\$ 257.6</u>	<u>\$ 3,697.6</u>

For the majority of wholegood vehicles, boats, and parts, garments, and accessories (“PG&A”), the Company transfers control and recognizes a sale when it ships the product from its manufacturing facility, distribution center, or vehicle holding center to the customer. The amount of consideration the Company receives and revenue it recognizes varies with changes in marketing incentives and rebates it offers to its customers. Payment terms vary by customer and most of the Company’s sales are financed by the customer under floorplan financing arrangements whereby the Company receives payment within a few days of shipment of the product.

When the right of return exists, the Company adjusts the consideration for the estimated effect of returns. The Company estimates expected returns based on historical sales levels, the timing and magnitude of historical sales return levels as a percent of sales, type of product, type of customer, and a projection of this experience into the future. The Company adjusts its estimate of revenue at the earlier of when the most likely amount of consideration it expects to receive changes or when the consideration becomes fixed.

Depending on the terms of the arrangement, the Company may also defer the recognition of a portion of the consideration received because it has to satisfy a future obligation. The Company uses an observable price to determine the stand-alone selling price for separate performance obligations. The Company has elected to recognize the cost for freight and shipping as an expense in cost of sales when control over vehicles, boats, or PG&A has transferred to the customer.

The Company sells separately-priced extended service contracts (“ESCs”) that extend mechanical coverages beyond the base limited warranty as well as prepaid maintenance agreements to vehicle owners. Including the base limited warranty, these separately-priced service contracts have a duration ranging from 12 months to 84 months. The Company typically receives payment at the inception of the contract and recognizes revenue over the term of the agreement in proportion to the costs expected to be incurred in satisfying the obligations under the contract.

Contract liabilities. Contract liabilities relate to deferred revenue recognized for cash consideration received at contract inception in advance of the Company's performance under the respective contract and generally relate to the sale of separately-priced ESCs. The Company finances its self-insured risks related to ESCs. The premiums for ESCs are primarily recognized in income over the term of the agreement in proportion to the costs expected to be incurred in satisfying obligations under the contract. Warranty costs are recognized as incurred.

The activity in the deferred revenue reserve for ESCs during the periods presented was as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Balance at beginning of period	\$ 110.1	\$ 112.3	\$ 111.3	\$ 110.3
New contracts sold	11.0	11.1	23.2	25.3
Revenue recognized on existing contracts	(9.1)	(15.8)	(22.5)	(28.0)
Balance at end of period	\$ 112.0	\$ 107.6	\$ 112.0	\$ 107.6

The Company expects to recognize approximately \$35.8 million of the unearned amount over the 12 months following June 30, 2025, compared to \$34.4 million as of June 30, 2024. These amounts were recorded in accrued expenses in the consolidated balance sheets. The amount recorded in other long-term liabilities totaled \$76.2 million and \$73.2 million as of June 30, 2025 and 2024, respectively.

Note 4. Share-Based Compensation

Total share-based compensation expenses were as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Option awards	\$ 3.9	\$ 2.3	\$ 7.1	\$ 7.6
Other share-based awards	13.1	7.9	17.0	12.9
Total share-based compensation before tax	17.0	10.2	24.1	20.5
Tax benefit	4.1	2.5	5.9	5.0
Total share-based compensation expense included in net (loss) income	\$ 12.9	\$ 7.7	\$ 18.2	\$ 15.5

In addition to the above share-based compensation expenses, the Company sponsors a qualified non-leveraged employee stock ownership plan ("ESOP"). Shares allocated to eligible participants' accounts vest at various percentage rates based on years of service and require no cash payments from the recipient.

As of June 30, 2025, there was \$64.1 million of total unrecognized share-based compensation expense related to unvested share-based equity awards. Unrecognized share-based compensation expense is expected to be recognized over a weighted-average period of 1.4 years. Included in unrecognized share-based compensation expense was approximately \$7.9 million related to stock options and \$56.2 million for restricted stock.

Note 5. Financing Agreements

The carrying value of financing obligations and the average related interest rates were as follows (in millions):

	Average interest rate as of June 30, 2025	Maturity	June 30, 2025	December 31, 2024
Incremental term loan facility	5.93%	June 2026	\$ 400.0	\$ 400.0
Revolving loan facility	5.76%	December 2029	400.0	282.0
Term loan facility	5.93%	December 2029	487.5	500.0
Private senior notes	—	—	—	350.0
Public senior notes	6.95%	March 2029	500.0	500.0
Finance lease obligations	5.24%	Various through 2029	8.3	8.1
Notes payable and other	4.29%	Various through 2030	45.6	47.1
Unamortized debt issuance costs and discounts			(14.6)	(14.8)
Total financing obligations			\$ 1,826.8	\$ 2,072.4
Less: Current financing obligations			434.5	434.3
Total long-term financing obligations			\$ 1,392.3	\$ 1,638.1

Debt issuance costs and discounts are recognized as a reduction in the carrying value of the related long-term debt in the consolidated balance sheets and are amortized to interest expense in the consolidated statements of (loss) income over the expected remaining terms of the related debt.

As of June 30, 2025, the Company had open letters of credit totaling \$41.4 million. The amounts are primarily related to inventory purchases and are reduced as the purchases are received.

Private senior notes. In December 2010, the Company entered into an unsecured Master Note Purchase Agreement, which has been amended and supplemented, under which it has issued senior notes. In July 2018, the Company issued \$350 million of unsecured senior notes due in full in July 2028. In December 2024, the Company entered into an amendment (the “NPA Amendment”) to the Master Note Purchase Agreement. The NPA Amendment amended the Note Purchase Agreement to revise the leverage ratio covenant from a gross leverage ratio to a net leverage ratio, revise the interest coverage ratio covenant definition to be based on Adjusted EBITDA to interest expense, and increase the applicable interest rate by 0.50% per annum beginning in January 2025. The unsecured senior notes were prepaid in full in June 2025 using proceeds of revolving loans under the Company’s unsecured credit facility.

Unsecured credit facility. The Company maintains an unsecured credit facility which consists of a term loan facility (the “Term Loan Facility”) and a revolving loan facility (the “Revolving Loan Facility”). In July 2018, the Company amended the credit facility to increase its Term Loan Facility to \$1,180 million. An amendment was also completed in December 2024 that reduced the Term Loan Facility to \$500.0 million, of which \$487.5 million was outstanding as of June 30, 2025, and extended the maturity date of the Term Loan Facility to December 2029. The Company is required to make principal payments under the Term Loan Facility totaling \$25.0 million over the next 12 months. The amendment, completed in December 2024, also increased the Revolving Loan Facility to \$1.4 billion, of which \$400.0 million was outstanding as of June 30, 2025, and extended the maturity date to December 2029. In June 2025, the Company further amended the credit facility (the “Credit Facility Amendment”) to modify the financial covenants in the existing credit agreement for each quarter ending June 30, 2025 through and including June 30, 2026 (the “Covenant Relief Period”). During the Covenant Relief Period, the Credit Facility Amendment limits the Company from repurchasing shares and paying dividends other than regular quarterly dividends and certain other exceptions, and limits the amount of debt certain subsidiaries of the Company may incur. Interest under the Term Loan Facility and Revolving Loan Facility is charged at rates based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility.

In July 2024, the Company amended the credit facility to provide for a new incremental unsecured 364-day term loan in the amount of \$400.0 million (the “Incremental Term Loan Facility”). At the time of issuance, the Incremental Term Loan Facility had a term ending in July 2025. The Credit Facility Amendment extended the maturity date of the Incremental Term Loan Facility to June 26, 2026. As with other borrowings under the credit facility, interest is charged at rates based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility.

The agreements governing the credit facility contain covenants that require the Company to maintain certain financial ratios, including minimum interest coverage and maximum leverage ratios. The agreements require the Company to maintain an interest coverage ratio of not less than 3.00 to 1.00 and a leverage ratio of not more than 3.50 to 1.00 on a rolling four quarter basis. The amendment completed in December 2024 revised the interest coverage ratio covenant definition to be based on

Adjusted EBITDA to interest expense. The Credit Facility Amendment completed in June 2025 modified the requirements related to the interest coverage ratio and leverage ratio during the Covenant Relief Period. During the Covenant Relief Period, the interest coverage ratio is 2.50 to 1.00 for the quarters ending June 30, 2025, September 30, 2025 and December 31, 2025, and 2.00 to 1.00 for the quarters ending March 31, 2026 and June 30, 2026. During the Covenant Relief Period, the leverage ratio is 4.00 to 1.00 for the quarter ending June 30, 2025, 4.50 to 1.00 for the quarter ending September 30, 2025, and 5.50 to 1.00 for the quarters ending December 31, 2025, March 31, 2026 and June 30, 2026. The Company was in compliance with all such covenants as of June 30, 2025.

Public senior notes. In November 2023, the Company issued \$500 million aggregate principal amount of 6.95% Senior Notes pursuant to a public offering. The Company received approximately \$492 million in net proceeds from the notes offering after deducting the underwriting discount and other fees and expenses. The notes bear interest at a rate of 6.95% per year, with interest payable semi-annually in arrears in March and September of each year. The notes mature in March 2029. The indenture governing the notes is subject to customary covenants and make-whole provisions upon early redemption.

Acquisition-related deferred payments. On July 2, 2018, pursuant to the Agreement and Plan of Merger dated May 29, 2018, the Company completed the acquisition of Boat Holdings, LLC, a privately held Delaware limited liability company, headquartered in Elkhart, Indiana that manufactures boats (“Boat Holdings”). As a component of the Boat Holdings merger agreement, the Company has committed to make a series of deferred payments to the former owners following the closing date of the merger through July 2030. The original discounted payable was for \$76.7 million, of which \$43.2 million was outstanding as of June 30, 2025. The outstanding balance is included in long-term financing obligations and current financing obligations in the consolidated balance sheets.

Note 6. Goodwill and Other Intangible Assets

As a result of a continued decline in financial performance and prolonged deterioration of industry conditions, we determined it was more-likely-than-not that the fair value of the On Road reporting unit was less than its carrying value. As a result, the Company performed a quantitative goodwill impairment test of the On Road reporting unit in the second quarter of 2025.

Under the quantitative goodwill impairment test, the fair value of the reporting unit was determined using a discounted cash flow analysis and a market approach. Determining the fair value of the reporting unit required the use of significant judgment, including judgment surrounding discount rates, assumptions in the Company’s long-term business plan about future revenues and expenses, capital expenditures, and changes in working capital, which are dependent on internal forecasts, estimation of long-term growth for the reporting unit, and determination of the weighted average cost of capital. These plans take into consideration numerous factors including historical experience, anticipated future economic conditions, changes in raw material prices and growth expectations for the industries and end markets in which the Company participates. Inputs used to estimate fair value included significant unobservable inputs that reflect the Company’s assumptions about the inputs that market participants would use and, therefore, the fair value assessments are classified within Level 3 of the fair value hierarchy.

If the carrying value of a reporting unit that includes goodwill exceeds its fair value, the goodwill is considered impaired and an impairment loss is recognized at the amount by which the carrying value exceeds fair value, not to exceed the carrying amount of goodwill allocated to that reporting unit.

As a result of this analysis, during the three months ended June 30, 2025, the Company recorded an impairment charge of \$52.6 million related to goodwill of the On Road reporting unit. Subsequent to the impairment charge, there is no remaining goodwill balance for the On Road reporting unit. The charge is included in goodwill impairment in the consolidated statements of (loss) income.

There were no goodwill impairment charges recorded related to the Off Road or Marine reporting units during the quarter. As of June 30, 2025, accumulated impairment losses totaled \$52.6 million under the Company’s current reportable segment structure.

Goodwill and other intangible assets, net of accumulated amortization, as of June 30, 2025 and December 31, 2024 were as follows (in millions):

	June 30, 2025	December 31, 2024
Goodwill	\$ 348.6	\$ 393.5
Other intangible assets, net	532.2	542.7
Total goodwill and other intangible assets, net	<u>\$ 880.8</u>	<u>\$ 936.2</u>

The changes in the carrying amount of goodwill by reportable segment for the six months ended June 30, 2025 and 2024 were as follows (in millions):

	Off Road	On Road	Marine	Total
Balance as of December 31, 2024	\$ 116.2	\$ 46.7	\$ 230.6	\$ 393.5
Goodwill impairment	—	(52.6)	—	(52.6)
Currency translation effect on foreign goodwill balances	1.8	5.9	—	7.7
Balance as of June 30, 2025	<u>\$ 118.0</u>	<u>\$ —</u>	<u>\$ 230.6</u>	<u>\$ 348.6</u>

	Off Road	On Road	Marine	Total
Balance as of December 31, 2023	\$ 116.6	\$ 50.7	\$ 227.1	\$ 394.4
Goodwill acquired and related adjustments	0.4	—	3.5	3.9
Currency translation effect on foreign goodwill balances	(0.5)	(2.1)	—	(2.6)
Balance as of June 30, 2024	<u>\$ 116.5</u>	<u>\$ 48.6</u>	<u>\$ 230.6</u>	<u>\$ 395.7</u>

The components of other intangible assets were as follows (\$ in millions):

	Weighted-average useful life (years)	June 30, 2025			December 31, 2024		
		Cost	Accumulated amortization	Net	Cost	Accumulated amortization	Net
Amortizable - dealer/customer related	19	\$ 341.2	\$ (123.6)	\$ 217.6	\$ 341.2	\$ (114.8)	\$ 226.4
Amortizable - developed technology	10	62.7	(7.3)	55.4	62.7	(4.2)	58.5
Non-amortizable - brand/trade names		259.2	—	259.2	257.8	—	257.8
Total other intangible assets, net	18	<u>\$ 663.1</u>	<u>\$ (130.9)</u>	<u>\$ 532.2</u>	<u>\$ 661.7</u>	<u>\$ (119.0)</u>	<u>\$ 542.7</u>

Amortization expense for other intangible assets was \$6.0 million and \$5.4 million for the three months ended June 30, 2025 and 2024, respectively, and \$12.0 million and \$9.9 million for the six months ended June 30, 2025 and 2024, respectively. Estimated future amortization expense for identifiable other intangible assets during the next five years is as follows (in millions):

	Remainder 2025	2026	2027	2028	2029	2030
Estimated amortization expense	\$ 12.0	\$ 23.9	\$ 23.9	\$ 23.9	\$ 23.9	\$ 23.9

The preceding expected amortization expense is an estimate and actual amounts could differ due to additional other intangible asset acquisitions, changes in foreign currency rates, or impairments of other intangible assets.

Note 7. Shareholders' Equity

Share repurchase program. The Company did not repurchase shares of its common stock under the share repurchase program during the six months ended June 30, 2025. As of June 30, 2025, the Board of Directors has authorized the Company to repurchase up to an additional \$1,109.3 million of the Company's common stock.

Dividends. Cash dividends declared and paid per common share for the three and six months ended June 30, 2025 and 2024 were as follows:

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Cash dividends declared and paid per common share	<u>\$ 0.67</u>	<u>\$ 0.66</u>	<u>\$ 1.34</u>	<u>\$ 1.32</u>

Net (loss) income per share. Basic net (loss) income per share was computed by dividing net (loss) income available to common shareholders by the weighted-average number of common shares outstanding during each period, including shares earned under the Deferred Compensation Plan for Directors (“Director Plan”), the ESOP and deferred stock units under the 2024 Omnibus Incentive Plan (“Omnibus Plan”). Diluted net (loss) income per share was computed under the treasury stock method and was calculated to compute the dilutive effect of outstanding stock options and certain share-based awards issued under the Omnibus Plan. As a result of the Company’s net loss during the three and six months ended June 30, 2025, outstanding stock options and certain share-based awards were not included in the computation of diluted net loss per share because the effect would have been anti-dilutive. Reconciliations of these amounts are as follows (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Weighted average number of common shares outstanding	56.2	56.1	56.2	56.3
Director Plan and deferred stock units	0.3	0.3	0.3	0.2
ESOP	0.5	0.2	0.4	0.2
Common shares outstanding—basic	57.0	56.6	56.9	56.7
Dilutive effect of restricted stock units	—	0.2	—	0.2
Dilutive effect of stock option awards	—	0.1	—	0.1
Common and potential common shares outstanding—diluted	57.0	56.9	56.9	57.0

During the three and six months ended June 30, 2025, the number of options that were not included in the computation of diluted net loss per share because the option exercise price was greater than the market price, and therefore the effect would have been anti-dilutive, was 3.3 million and 3.2 million, respectively, compared to 2.9 million and 2.4 million, respectively, for the comparable periods in 2024. As a result of the Company’s net loss during the three and six months ended June 30, 2025, an additional 0.2 million of outstanding stock options and certain share-based awards under the Omnibus Plan were not included in the computation of diluted net loss per share because the effect would have been anti-dilutive.

Accumulated other comprehensive loss. Changes in the accumulated other comprehensive loss balance were as follows (in millions):

	Foreign Currency Translation	Cash Flow Hedging Derivatives	Retirement Plan Activity	Accumulated Other Comprehensive Loss
Balance as of December 31, 2024	\$ (124.5)	\$ (3.8)	\$ 2.8	\$ (125.5)
Reclassification to the statement of income	—	3.3	(0.2)	3.1
Change in fair value	76.9	1.8	—	78.7
Balance as of June 30, 2025	\$ (47.6)	\$ 1.3	\$ 2.6	\$ (43.7)

See Note 10 for the amount of gains and losses, net of tax, reclassified from accumulated other comprehensive loss into the consolidated statements of (loss) income for cash flow derivatives designated as hedging instruments.

Note 8. Financial Services Arrangements

Polaris Acceptance, a joint venture between the Company and Wells Fargo Commercial Distribution Finance Corporation, a direct subsidiary of Wells Fargo Bank, N.A., which is supported by a partnership agreement between their respective wholly owned subsidiaries, finances substantially all of the Company’s United States sales of off-road vehicles, snowmobiles, motorcycles, boats, and related PG&A, whereby the Company receives payment within a few days of shipment of the product. As of June 30, 2025, the total amount of receivables due from Polaris Acceptance was \$23.4 million.

The Company’s subsidiary has a 50 percent equity interest in Polaris Acceptance. The Company’s allocable share of the income of Polaris Acceptance has been included as a component of income from financial services in the consolidated statements of (loss) income. The partnership agreement is effective through February 2027.

The Company’s total investment in Polaris Acceptance was \$142.9 million as of June 30, 2025 and is accounted for under the equity method and recorded in investment in finance affiliate in the consolidated balance sheets. As of June 30, 2025, the outstanding amount of net receivables financed for dealers under this arrangement was \$1,846.4 million.

The Company has agreed to repurchase products repossessed by Polaris Acceptance up to an annual maximum of 15 percent of the aggregate average month-end outstanding Polaris Acceptance receivables and Securitized Receivables during the prior

calendar year. For calendar year 2025, the potential 15 percent aggregate repurchase obligation with respect to products repossessed by Polaris Acceptance is approximately \$275.0 million.

Polaris Acceptance began financing substantially all of the Company's United States sales of boats in the third quarter of 2024. This financing was previously completed by a subsidiary of Huntington Bancshares Incorporated ("Huntington") and the Company may still be required to repurchase products repossessed by Huntington up to a maximum of 100 percent of the aggregate outstanding Huntington receivables balance. As of June 30, 2025, the potential aggregate repurchase obligation with respect to products repossessed by Huntington was approximately \$35.8 million.

The Company has other financing arrangements related to its foreign subsidiaries in which it has agreed to repurchase repossessed products. For calendar year 2025, the potential aggregate repurchase obligations are approximately \$46.8 million.

The Company's financial exposure under these repurchase agreements is limited to the difference between the amounts unpaid by the dealer or distributor with respect to the repossessed product plus costs of repossession and the amount received on the resale of the repossessed product. No material losses have been incurred under these agreements during the periods presented.

The Company has agreements with third-party finance companies to provide financing options to end consumers of the Company's products. The Company has no material contingent liabilities for residual value or credit collection risk under these agreements. The Company's income generated from these agreements has been included as a component of income from financial services in the consolidated statements of (loss) income.

Note 9. Commitments and Contingencies

Product liability. The Company is subject to product liability claims in the normal course of business. The Company purchases excess insurance coverage annually for product liability claims, which is subject to self-insured retention and aggregate limits. The estimated costs resulting from any losses are charged to operating expenses when it is probable a loss has been incurred and the amount of the loss is reasonably estimable. The Company utilizes actuarial analysis, which considers claims experience and historical trends, along with an analysis of current claims, to assist in determining the appropriate loss reserve levels. As of June 30, 2025, the Company had an accrual of \$330.0 million for the probable payment of pending claims related to product liability litigation associated with the Company's products. This accrual is included as a component of accrued expenses in the consolidated balance sheets. Amounts due from insurance carriers, to the extent applicable, reduce our financial exposures to product liability claims and are included as a component of prepaid expenses and other in the consolidated balance sheets. As of June 30, 2025, the Company recorded \$176.4 million for probable insurance recoveries related to product liability accruals.

Litigation. The Company is subject to lawsuits and claims arising in the normal course of business, including matters related to intellectual property, commercial matters, employment, warranty, product liability claims and putative class actions. Additional details about certain of the pending class actions and putative class actions are provided in Part II, Item 1 – Legal Proceedings.

In the opinion of management, it is presently unlikely that any legal proceedings pending against or involving the Company will have a material adverse effect on the Company's financial position, results of operations, or cash flows. However, in many of these matters, it is inherently difficult to determine whether a loss is probable or reasonably possible or to estimate the size or range of the possible loss given the variety of potential outcomes of actual and potential claims, including legal proceedings resulting in verdicts that exceed policy limits for a given year or seeking punitive damages for certain policy years for which we may not be insured, the uncertainty of future rulings, possible class certification, the behavior or incentives of adverse parties, and other factors outside of the control of the Company. Accordingly, the Company's loss reserve may change from time to time, and actual losses could exceed the amounts accrued by an amount that could be material to the Company's consolidated financial position, results of operations, or cash flows in any particular reporting period.

Regulatory. In the normal course of business, the Company's products are subject to extensive laws and regulations relating to safety, environmental, and other regulations promulgated by the United States federal government and individual states, as well as international regulatory authorities. Failure to comply with applicable regulations could result in fines, penalties, or other costs.

Note 10. Derivative Instruments and Hedging Activities

The Company is exposed to certain risks from fluctuations in foreign currency exchange rates, interest rates, and commodity prices. To reduce its exposure to such risks, the Company selectively uses derivative financial instruments. The decision of whether and when to execute derivative instruments, along with the duration of the instrument, may vary from period to period depending on market conditions, the relative costs of the instruments and capacity to hedge. The duration is linked to the timing of the underlying exposure, with the connection between the two being regularly monitored. The Company does not use any financial contracts for trading purposes. The derivative contracts contain credit risk to the extent that our bank counterparties may be unable to meet the terms of the agreements. The amount of such credit risk is generally limited to the unrealized gains, if any, in such contracts. Such risk is minimized by limiting those counterparties to major financial institutions of high credit quality and spreading the risk among such financial institutions.

The Company conducts business in various locations throughout the world and is subject to market risk associated with certain product sourcing activities and intercompany cash flows due to changes in the value of foreign currencies in relation to its reporting currency, the U.S. dollar. The Company's foreign currency management objective is to mitigate the potential impact of currency fluctuations on the value of its U.S. dollar cash flows and to reduce the variability of certain cash flows at the subsidiary level. The Company actively manages certain forecasted foreign currency exposures and uses a centralized currency management operation to take advantage of potential opportunities to naturally offset foreign currency exposures. The Company utilizes foreign currency exchange contracts to mitigate the effects of foreign currency exchange rate fluctuations related to the Australian dollar, Canadian dollar, and Mexican peso. The Company's foreign currency exchange contracts, generally with maturities of less than one year, met the criteria to be accounted for as cash flow hedges during the periods presented.

The Company mitigates its interest rate risk by managing its exposure to fixed and variable rates while attempting to optimize its interest costs. The Company enters into interest rate swap transactions to hedge the variable interest rate payments for the Term Loan Facility. In connection with these contracts, the Company pays interest based upon a fixed rate and receives variable rate interest payments based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility. These contracts, with maturities through February 2026, met the criteria to be accounted for as cash flow hedges during the periods presented.

Commodity hedging contracts are entered into in order to manage fluctuating market prices of certain purchased commodities and raw materials that are integrated into the Company's end products. The Company's commodity contracts, with maturities of less than one year, met the criteria to be accounted for as cash flow hedges during the periods presented.

The notional and fair values of the Company's derivative financial instruments designated as cash flow hedges were as follows (in millions):

	June 30, 2025			December 31, 2024		
	Notional Value (in U.S. Dollars)	Fair Value — Assets	Fair Value — Liabilities	Notional Value (in U.S. Dollars)	Fair Value — Assets	Fair Value — Liabilities
Foreign currency contracts	\$ 142.0	\$ 2.7	\$ (1.8)	\$ 193.7	\$ 5.9	\$ (6.8)
Interest rate contracts	400.0	0.4	—	400.0	1.0	—
Commodity contracts	44.9	0.8	(0.3)	62.5	—	(1.6)
Total	\$ 586.9	\$ 3.9	\$ (2.1)	\$ 656.2	\$ 6.9	\$ (8.4)

Assets are included in prepaid expenses and other and liabilities are included in accrued expenses in the consolidated balance sheets. Assets and liabilities are offset in the consolidated balance sheet if the right of offset exists.

The amounts of gains and losses related to the Company's derivative financial instruments designated as cash flow hedges were as follows (in millions):

Derivatives Designated as Cash Flow Hedges	Location of Gain (Loss) Reclassified from Accumulated OCI into Income	Three Months Ended June 30, 2025		Six Months Ended June 30, 2025	
		Gain (Loss) Reclassified from AOCI into Income	Gain (Loss) Recognized in OCI	Gain (Loss) Reclassified from AOCI into Income	Gain (Loss) Recognized in OCI
Foreign currency contracts	Cost of sales	\$ (2.3)	\$ (1.0)	\$ (1.7)	\$ 1.6
Interest rate contracts	Interest expense	0.4	0.1	0.9	(0.9)
Commodity contracts	Cost of sales	0.1	0.8	(2.5)	4.4
Total		<u>\$ (1.8)</u>	<u>\$ (0.1)</u>	<u>\$ (3.3)</u>	<u>\$ 5.1</u>

Derivatives Designated as Cash Flow Hedges	Location of Gain (Loss) Reclassified from Accumulated OCI into Income	Three Months Ended June 30, 2024		Six Months Ended June 30, 2024	
		Gain (Loss) Reclassified from AOCI into Income	Gain (Loss) Recognized in OCI	Gain (Loss) Reclassified from AOCI into Income	Gain (Loss) Recognized in OCI
Foreign currency contracts	Cost of sales	\$ 3.9	\$ (5.5)	\$ 8.9	\$ (4.2)
Interest rate contracts	Interest expense	1.5	0.1	3.0	3.0
Commodity contracts	Cost of sales	(0.4)	(2.0)	(1.1)	(1.2)
Total		<u>\$ 5.0</u>	<u>\$ (7.4)</u>	<u>\$ 10.8</u>	<u>\$ (2.4)</u>

The unrealized gains or losses, after tax, are recorded as a component of accumulated other comprehensive loss in shareholders' equity. Gains and losses on derivative instruments representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized currently in the consolidated statements of (loss) income and were not material for the periods presented.

The net amount of the existing gains or losses as of June 30, 2025 that is expected to be reclassified into the statements of income within the next 12 months is not expected to be material.

Note 11. Segment Reporting

The Company's reportable segments are based on the Company's method of internal reporting and are comprised of various product offerings that serve multiple end markets. These results are not necessarily indicative of the results of operations that would have occurred had each segment been an independent, stand-alone entity during the periods presented. The internal reporting of these operating segments is based, in part, on the reporting and review process used by the Company's chief operating decision maker ("CODM"), its Chief Executive Officer. The Company primarily uses gross profit, a measure that is determined in accordance with U.S. GAAP, to evaluate segment profitability and make decisions about resource allocation. The Company's CODM does not utilize segment asset information to evaluate performance and make resource allocation decisions, and thus such disclosures are not provided. The Company has three operating segments: 1) Off Road, 2) On Road, and 3) Marine, which are all reportable segments. The Company's consolidated sales are derived entirely from the operations of its three reportable segments. The Corporate amounts include costs that are not allocated to segments, including certain unallocated manufacturing costs, the impacts of certain foreign currency transactions, and certain unallocated incentive compensation costs and related adjustments.

The Company has determined its significant segment expense categories based on amounts regularly provided to the Company's CODM to evaluate segment profitability and drive strategic decision making. Reportable segment sales and significant reportable segment expense categories and amounts included in the Company's measure of segment profit or loss, gross profit, were as follows (in millions):

	For the Three Months Ended June 30, 2025			
	Off Road	On Road	Marine	Total
Sales	\$ 1,408.4	\$ 289.0	\$ 155.3	\$ 1,852.7
Purchased materials, logistics and labor	1,056.7	215.0	123.3	1,395.0
Depreciation and amortization	42.4	9.1	2.2	53.7
Warranty	21.1	8.9	3.2	33.2
Reportable segment gross profit	\$ 288.2	\$ 56.0	\$ 26.6	\$ 370.8
Corporate costs and other				(11.6)
Total gross profit				\$ 359.2

	For the Three Months Ended June 30, 2024			
	Off Road	On Road	Marine	Total
Sales	\$ 1,533.8	\$ 293.3	\$ 134.1	\$ 1,961.2
Purchased materials, logistics and labor	1,136.5	215.3	102.2	1,454.0
Depreciation and amortization	40.6	8.2	1.9	50.7
Warranty	34.5	8.7	2.9	46.1
Reportable segment gross profit	\$ 322.2	\$ 61.1	\$ 27.1	\$ 410.4
Corporate costs and other				13.6
Total gross profit				\$ 424.0

	For the Six Months Ended June 30, 2025			
	Off Road	On Road	Marine	Total
Sales	\$ 2,607.0	\$ 510.8	\$ 270.7	\$ 3,388.5
Purchased materials, logistics and labor	1,997.5	387.7	219.9	2,605.1
Depreciation and amortization	86.6	17.5	4.4	108.5
Warranty	43.3	13.9	5.5	62.7
Reportable segment gross profit	\$ 479.6	\$ 91.7	\$ 40.9	\$ 612.2
Corporate costs and other				(8.0)
Total gross profit				\$ 604.2

	For the Six Months Ended June 30, 2024			
	Off Road	On Road	Marine	Total
Sales	\$ 2,869.5	\$ 570.5	\$ 257.6	\$ 3,697.6
Purchased materials, logistics and labor	2,170.5	419.0	202.5	2,792.0
Depreciation and amortization	77.2	14.7	3.8	95.7
Warranty	66.6	15.3	5.0	86.9
Reportable segment gross profit	\$ 555.2	\$ 121.5	\$ 46.3	\$ 723.0
Corporate costs and other				31.3
Total gross profit				\$ 754.3

Item 2 – MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion pertains to the results of operations and financial position of Polaris Inc., a Delaware corporation, for the three and six-month periods ended June 30, 2025 compared to the three and six-month periods ended June 30, 2024. The terms “Polaris,” the “Company,” “we,” “us,” and “our” as used herein refer to the business and operations of Polaris Inc., its subsidiaries and its predecessors, which began doing business in 1954. We design, engineer, manufacture and market powersports vehicles which include: off-road vehicles (“ORV”), including all-terrain vehicles (“ATV”) and side-by-side vehicles; military and commercial ORVs; snowmobiles; motorcycles; moto-roadsters; quadricycles; and boats. We also design and manufacture or source parts, garments and accessories (“PG&A”), which includes aftermarket accessories and apparel. Due to the seasonal trends for certain products and certain changes in production and shipping cycles, results of such periods are not necessarily indicative of the results to be expected for the complete year. Unless otherwise noted, all “quarter” comparisons are from the second quarter of 2025 to the second quarter of 2024 and all “year-to-date” comparisons are from the six-month period ended June 30, 2025 to the six-month period ended June 30, 2024. Estimates related to industry retail sales are unaudited and based on internally-generated management estimates, including estimates based on extrapolations from third-party surveys of the industries in which we compete, and are subject to change.

Overview

Second quarter sales totaled \$1,852.7 million, a decrease of six percent from last year’s second quarter sales of \$1,961.2 million. The decrease in sales for the quarter was primarily due to decreased shipments, product mix, and lower net pricing driven by higher promotional costs.

Our gross profit of \$359.2 million decreased 15 percent from \$424.0 million in the comparable prior year second quarter. Gross profit, as a percentage of sales, decreased primarily due to unfavorable product mix and lower net pricing driven by higher promotional costs, partially offset by favorable operational costs.

Net loss attributable to Polaris was \$79.3 million, or \$1.39 net loss per diluted share, compared to 2024 second quarter net income attributable to Polaris of \$68.7 million, or \$1.21 per diluted share. The decrease for the quarter was primarily the result of impairment charges associated with goodwill in our On Road segment and a strategic investment, unfavorable product mix and decreased shipments, partially offset by favorable operating costs. We reported second quarter adjusted EBITDA of \$119.0 million, compared to 2024 second quarter adjusted EBITDA of \$198.1 million. For information on how we define and calculate Adjusted EBITDA, and a reconciliation from net (loss) income to adjusted EBITDA, see “Non-GAAP Financial Measures”.

Global Economic Conditions

We continue to monitor macroeconomic trends and uncertainties and changes in international trade relations and trade policy, including those related to tariffs. The U.S. government has implemented a general tariff on all imports from countries not exempted under certain trade reciprocity criteria and elevated tariffs have been imposed on imports from major trading partners. Impacted countries have and may impose retaliatory tariffs, and such actions could give rise to an escalation of other trade measures by the countries subjected to such tariffs. Furthermore, the tariff policy environment is rapidly evolving and there is no guarantee that additional or increased tariffs will not be imposed.

We currently procure components from countries subject to such tariffs, which are utilized in our facilities in the United States and Mexico. A portion of our annual sales originate from products manufactured in our facilities in Mexico, and we sell our products globally. As a result of the current and proposed tariffs, we anticipate increased supply chain challenges, commodity cost volatility, economic uncertainty, and economic pressures on customers and consumers as a result of the challenges of high inflation combined with the effects of increased tariffs. Incremental tariffs and changed trade policies did not have a significant impact on our financial results for the three and six months ended June 30, 2025, but could adversely impact our results in the future. While we are implementing measures to mitigate these potential impacts, our preliminary analysis indicates the announced tariffs and these other factors may have a material negative effect on our profitability for the remainder of fiscal 2025. However, we are continuing to evaluate these factors and their potential effects.

Consolidated Results of Operations

The consolidated results of operations were as follows:

(\$ in millions except percentages and share data)	Three months ended June 30,			Six months ended June 30,		
	2025	2024	Change 2025 vs. 2024	2025	2024	Change 2025 vs. 2024
Sales	\$ 1,852.7	\$ 1,961.2	(6)%	\$ 3,388.5	\$ 3,697.6	(8)%
Cost of sales	\$ 1,493.5	\$ 1,537.2	(3)%	\$ 2,784.3	\$ 2,943.3	(5)%
Gross profit	\$ 359.2	\$ 424.0	(15)%	\$ 604.2	\$ 754.3	(20)%
Percentage of sales	19.4 %	21.6 %	-223 bps	17.8 %	20.4 %	-257 bps
Operating expenses:						
Selling and marketing	\$ 124.6	\$ 132.6	(6)%	\$ 242.2	\$ 259.0	(6)%
Research and development	90.3	86.8	4 %	173.2	174.6	(1)%
General and administrative	127.4	110.4	15 %	230.1	209.4	10 %
Goodwill impairment	52.6	—	NM	52.6	—	NM
Total operating expenses	\$ 394.9	\$ 329.8	20 %	\$ 698.1	\$ 643.0	9 %
Percentage of sales	21.3 %	16.8 %	+450 bps	20.6 %	17.4 %	+321 bps
Income from financial services	\$ 22.8	\$ 25.5	(11)%	\$ 44.9	\$ 47.4	(5)%
Operating (loss) income	\$ (12.9)	\$ 119.7	NM	\$ (49.0)	\$ 158.7	NM
Non-operating expense:						
Interest expense	\$ 33.2	\$ 34.6	(4)%	\$ 67.3	\$ 66.5	1 %
Other expense (income), net	\$ 46.5	\$ (0.8)	NM	\$ 47.4	\$ (1.4)	NM
(Loss) income before income taxes	\$ (92.6)	\$ 85.9	NM	\$ (163.7)	\$ 93.6	NM
(Benefit) provision for income taxes	\$ (13.5)	\$ 17.0	NM	\$ (17.9)	\$ 20.8	NM
Effective income tax rate	14.6 %	19.9 %	-529 bps	10.9 %	22.3 %	NM
Net (loss) income	\$ (79.1)	\$ 68.9	NM	\$ (145.8)	\$ 72.8	NM
Net income attributable to noncontrolling interest	(0.2)	(0.2)	— %	(0.3)	(0.3)	— %
Net (loss) income attributable to Polaris Inc.	\$ (79.3)	\$ 68.7	NM	\$ (146.1)	\$ 72.5	NM
Percentage of sales	(4.3)%	3.5 %	-779 bps	(4.3)%	2.0 %	-627 bps
Adjusted EBITDA	\$ 119.0	\$ 198.1	(40)%	\$ 171.7	\$ 308.1	(44)%
Adjusted EBITDA Margin	6.4 %	10.1 %	-366 bps	5.1 %	8.3 %	-326 bps
Diluted net (loss) income per share attributable to Polaris Inc. shareholders	\$ (1.39)	\$ 1.21	NM	\$ (2.57)	\$ 1.27	NM
Weighted average diluted shares outstanding	57.0	56.9	0 %	56.9	57.0	0 %

NM = not meaningful

Sales:

The decrease in sales for the quarter and year-to-date periods was primarily due to decreased shipments, product mix and lower net pricing driven by higher promotional costs.

The components of the consolidated sales change were as follows:

	Percent change in total Company sales compared to corresponding period of the prior year	
	Three months ended	Six months ended
	June 30, 2025	June 30, 2025
Volume	(4)%	(7)%
Product mix and price	(2)	(1)
Currency	—	—
	(6)%	(8)%

The volume decrease for the quarter and year-to-date periods was primarily due to decreased ORV shipments. Product mix and price for the quarter and year-to-date periods were unfavorable due to a lower sales mix of ORVs and lower net pricing driven by higher promotional costs.

Sales by geographic region were as follows:

(\$ in millions)	Three months ended June 30,					Six months ended June 30,				
	2025	Percent of Total Sales	2024	Percent of Total Sales	Percent Change 2025 vs. 2024	2025	Percent of Total Sales	2024	Percent of Total Sales	Percent Change 2025 vs. 2024
United States	\$ 1,477.9	79 %	\$ 1,560.7	80 %	(5) %	\$ 2,670.6	79 %	\$ 2,903.5	79 %	(8) %
Canada	105.7	6 %	116.4	6 %	(9) %	203.3	6 %	217.8	6 %	(7) %
Other countries	269.1	15 %	284.1	14 %	(5) %	514.6	15 %	576.3	15 %	(11) %
Total sales	\$ 1,852.7	100 %	\$ 1,961.2	100 %	(6) %	\$ 3,388.5	100 %	\$ 3,697.6	100 %	(8) %

Sales in the United States decreased during the quarter and year to date periods primarily as a result of decreased ORV shipments, partially offset by increased pontoon shipments.

Sales in Canada decreased during the quarter and year-to-date periods primarily as a result of decreased ORV and motorcycle shipments, partially offset by higher snowmobile shipments. Currency rate movements had an unfavorable impact of one percentage point on quarter sales and an unfavorable impact of three percentage points on year-to-date sales.

Sales in other countries decreased during the quarter primarily as a result of reduced On Road and ORV shipments. Sales in other countries decreased during the year-to-date period primarily as a result of reduced ORV and On Road shipments, primarily in Europe. Currency rate movements had a favorable impact of one percentage point on quarter sales and an unfavorable impact of one percentage point on year-to-date sales.

Cost of Sales:

The following table reflects our cost of sales in dollars and as a percentage of sales:

(\$ in millions)	Three months ended June 30,					Six months ended June 30,				
	2025	Percent of Total Cost of Sales	2024	Percent of Total Cost of Sales	Percent Change 2025 vs. 2024	2025	Percent of Total Cost of Sales	2024	Percent of Total Cost of Sales	Percent Change 2025 vs. 2024
Purchased materials and logistics	\$ 1,241.4	83 %	\$ 1,259.6	82 %	(1)%	\$ 2,308.0	83 %	\$ 2,411.8	82 %	(4)%
Labor costs	163.4	11 %	178.7	12 %	(9)%	301.3	11 %	343.5	12 %	(12)%
Depreciation and amortization	55.5	4 %	52.8	3 %	5 %	112.3	4 %	101.1	3 %	11 %
Warranty	33.2	2 %	46.1	3 %	(28)%	62.7	2 %	86.9	3 %	(28)%
Total cost of sales	\$ 1,493.5	100 %	\$ 1,537.2	100 %	(3)%	\$ 2,784.3	100 %	\$ 2,943.3	100 %	(5)%
Percentage of sales	80.6 %		78.4 %		+223 bps	82.2 %		79.6 %		+257 bps

Cost of sales decreased during the quarter and year-to-date periods primarily as a result of reduced sales volumes driving lower purchased materials and decreased labor costs, as well as reduced warranty expense.

Gross Profit:

Gross profit for the quarter and year-to-date periods, as a percentage of sales, decreased primarily due to unfavorable product mix, lower net pricing driven by higher promotional costs and increased incentive compensation costs, partially offset by favorable operational costs and lower warranty expense.

Operating Expenses:

Operating expenses, in absolute dollars, increased for the quarter and year-to-date periods primarily due to the impairment of goodwill associated with the Company's On Road segment and higher general and administrative expenses, partially offset by reduced selling and marketing expenses. Operating expenses, as a percentage of sales, increased for the quarter and year-to-date periods primarily due to the impairment of goodwill associated with the Company's On Road segment and decreased leverage of fixed costs as a result of reduced sales volumes.

Income from Financial Services:

Income from financial services decreased for the quarter and year-to-date periods, primarily as a result of lower wholesale financing income from Polaris Acceptance due to reduced interest rates.

Interest Expense:

Interest expense decreased for the quarter as a result lower debt levels, and increased for the year-to-date period primarily due to higher average debt levels for the six months ended June 30, 2025 compared to the comparable period in 2024.

Other expense (income), net:

The increase in other expense (income) for the quarter and year-to-date periods was primarily attributable to an impairment charge related to a strategic investment held by the Company. Other expense (income) is also the result of currency exchange rate movements and the corresponding effects on currency transactions related to our international subsidiaries.

(Benefit) provision for income taxes:

The income tax benefit was \$13.5 million or 14.6% of the loss before income taxes, compared to income tax expense of \$17.0 million or 19.9% of income before income tax expense for the second quarter of 2024. The tax provision benefit for the quarter was primarily due to the pretax loss generated, partially offset by unfavorable adjustments related to non-deductible impairment charges.

The income tax benefit was \$17.9 million or 10.9% of the loss before income taxes, compared to income tax expense of \$20.8 million or 22.3% of income before income tax expense for the six months ended June 30, 2024. The tax provision benefit for the year-to-date period was primarily due to the pretax loss generated, partially offset by unfavorable adjustments related to non-deductible impairment charges and share-based compensation.

Adjusted EBITDA:

Adjusted EBITDA, in absolute dollars and as a percentage of sales, decreased during the quarter primarily due to unfavorable product mix, increased incentive compensation costs and reduced shipments, partially offset by favorable operating costs. Adjusted EBITDA, in absolute dollars and as a percentage of sales, decreased during the year-to-date period primarily due to unfavorable product mix, reduced shipments, increased incentive compensation costs and lower net pricing driven by higher promotional costs, partially offset by favorable operating costs.

Weighted average diluted shares outstanding:

Weighted average diluted shares outstanding increased for the quarter, primarily due to reduced share repurchases over the time period within and between the comparable quarterly periods, partially offset by a reduction in the dilutive effect of share-based equity awards. Weighted average diluted share outstanding decreased for the year-to-date period, primarily due to share repurchases over the time period within and between the comparable year-to-date periods and a reduction in the dilutive effect of share-based equity awards.

Cash Dividends:

We paid a regular cash dividend of \$0.67 per common share on June 16, 2025 to holders of record at the close of business on June 2, 2025. We paid aggregate cash dividends of \$1.34 per common share for the six months ended June 30, 2025.

Segment Results of Operations

The summary that follows provides a discussion of the results of operations of each of our three reportable segments, Off Road, On Road, and Marine. Each of these segments is comprised of various product offerings that serve multiple end markets. We evaluate performance based on sales and gross profit. The Corporate amounts include costs that are not allocated to segments, including certain unallocated manufacturing costs, the impacts from certain foreign currency transactions, and certain unallocated incentive compensation costs.

Our sales and gross profit by reporting segment, which includes the respective PG&A, were as follows:

(\$ in millions)	Three months ended June 30,					Six months ended June 30,				
	2025	Percent of Sales	2024	Percent of Sales	Percent Change 2025 vs. 2024	2025	Percent of Sales	2024	Percent of Sales	Percent Change 2025 vs. 2024
Off Road	\$ 1,408.4	76 %	\$ 1,533.8	78 %	(8)%	\$ 2,607.0	77 %	\$ 2,869.5	78 %	(9)%
On Road	289.0	16 %	293.3	15 %	(1)%	510.8	15 %	570.5	15 %	(10)%
Marine	155.3	8 %	134.1	7 %	16 %	270.7	8 %	257.6	7 %	5 %
Total sales	\$ 1,852.7	100 %	\$ 1,961.2	100 %	(6)%	\$ 3,388.5	100 %	\$ 3,697.6	100 %	(8)%

(\$ in millions)	Three months ended June 30,					Six months ended June 30,				
	2025	Percent of Sales	2024	Percent of Sales	Percent Change 2025 vs. 2024	2025	Percent of Sales	2024	Percent of Sales	Percent Change 2025 vs. 2024
Off Road	\$ 288.2	20.5 %	\$ 322.2	21.0 %	(11)%	\$ 479.6	18.4 %	\$ 555.2	19.4 %	(14)%
On Road	56.0	19.4 %	61.1	20.8 %	(8)%	91.7	18.0 %	121.5	21.3 %	(25)%
Marine	26.6	17.1 %	27.1	20.3 %	(2)%	40.9	15.1 %	46.3	18.0 %	(12)%
Corporate	(11.6)		13.6			(8.0)		31.3		
Total gross profit	\$ 359.2		\$ 424.0		(15)%	\$ 604.2		\$ 754.3		(20)%
Percentage of sales	19.4%		21.6%		-223 bps	17.8%		20.4%		-257 bps

Off Road:

Off Road sales, inclusive of PG&A sales, decreased for the quarter and year-to-date periods, primarily due to decreased ORV shipments. The average per unit sales price for the Off Road segment decreased approximately seven percent for both the quarter and year-to-date periods primarily due to lower net pricing driven by higher promotional costs and product mix.

Sales to customers outside of North America decreased six percent for the quarter and year-to-date periods primarily as a result of lower ORV shipments.

Gross profit, as a percentage of sales, decreased during the quarter and year-to-date periods primarily due to unfavorable product mix and lower net pricing driven by higher promotional costs, partially offset favorable operating costs and lower warranty expense.

Additional information on our end markets for the quarter:

- Polaris North America utility unit retail sales up low-single digits percent
- Polaris North America recreation unit retail sales down mid-single digits percent
- Total Polaris North America ORV unit retail sales up low-single digits percent
- Estimated North America industry ORV unit retail sales down low-single digits percent
- Total Polaris North America ORV dealer inventories down 18 percent

On Road:

On Road sales, inclusive of PG&A sales, decreased for the quarter and year-to-date periods, primarily due to decreased shipments in Europe. The average per unit sales price for the On Road segment increased approximately seven percent and two percent for the quarter and year-to-date periods, respectively, primarily due to product mix and higher net pricing.

Sales to customers outside of North America decreased five percent and 16 percent for the quarter and year-to-date periods, respectively, primarily as a result of reduced shipments in Europe.

Gross profit, as a percentage of sales, decreased for the quarter primarily due to unfavorable product mix, partially offset by higher net pricing. Gross profit, as a percentage of sales, decreased for the year-to-date period primarily due to unfavorable product mix, partially offset by favorable operating costs.

Additional information on our end markets for the quarter:

- Indian Motorcycle North America unit retail sales up low-double digits percent
- Estimated North America industry 900cc cruiser, touring, and standard motorcycles unit retail sales down low-teens percent
- Polaris North America motorcycle dealer inventories up eight percent

Marine:

Marine sales increased during the quarter and year-to-date periods, primarily due to increased shipments. The average per unit sales price for the Marine segment decreased approximately one percent for the quarter, primarily due to product mix. The average per unit sales price for the Marine segment was flat for the year-to-date period.

Gross profit, as a percentage of sales, decreased for the quarter and year-to-date periods, primarily due to unfavorable product mix and higher operational costs.

Additional information on our end markets for the quarter:

- Polaris U.S pontoon unit retail sales down low-double digits percent
- Estimated U.S. industry pontoon unit retail sales down mid-teens percent
- Polaris U.S deck boat unit retail sales down mid-twenties percent
- Estimated U.S. industry deck boat unit retail sales down low-twenties percent

Non-GAAP Financial Measures

To supplement our consolidated financial statements, which are prepared and presented in accordance with GAAP, we use certain non-GAAP financial measures, as described below, to understand and evaluate our core operating performance. These non-GAAP financial measures, which may be different than similarly titled measures used by other companies, are presented to enhance investors' overall understanding of our financial performance and should not be considered a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP.

We use the non-GAAP financial measure of Adjusted EBITDA, which is defined as net (loss) income, excluding interest expense, income tax expense, depreciation and amortization, and certain other non-cash, non-recurring, or non-operating items impacting net (loss) income from time to time. For example, costs associated with certain corporate restructuring activities, such as acquisitions and divestitures, are included as non-GAAP adjustments. We use the non-GAAP financial measure of Adjusted EBITDA Margin, which is defined as Adjusted EBITDA divided by adjusted net sales. We believe that Adjusted EBITDA and Adjusted EBITDA Margin help identify underlying trends in our business that could otherwise be masked by the effect of the expenses that we exclude from Adjusted EBITDA and Adjusted EBITDA Margin.

We believe that these measures provide useful information about our financial performance, enhance the overall understanding of our past performance and future prospects, and allow for greater transparency with respect to key metrics used by our management for financial and operational decision making. We are presenting these non-GAAP measures to assist investors in seeing our financial performance through the eyes of management, and because we believe that these measures provide an additional tool for investors to use in comparing our core financial performance over multiple periods with other companies in our industry.

Adjusted EBITDA has limitations and should not be considered in isolation from, as a substitute for, or more meaningful than, net (loss) income as determined in accordance with GAAP. Certain items excluded from Adjusted EBITDA are significant components in understanding and assessing a company's financial performance. Our presentation of Adjusted EBITDA and Adjusted EBITDA Margin should not be construed as an inference that our results will be unaffected by unusual or non-recurring items.

The following table presents a reconciliation of net (loss) income, the most comparable GAAP financial measure, to Adjusted EBITDA for each of the periods presented:

(\$ in millions)	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Sales	\$ 1,852.7	\$ 1,961.2	\$ 3,388.5	\$ 3,697.6
Product wind downs ⁽¹⁾	(4.8)	—	(4.3)	—
Adjusted sales	\$ 1,847.9	\$ 1,961.2	\$ 3,384.2	\$ 3,697.6
Net (loss) income	\$ (79.1)	\$ 68.9	\$ (145.8)	\$ 72.8
(Benefit) provision for income taxes	(13.5)	17.0	(17.9)	20.8
Interest expense	33.2	34.6	67.3	66.5
Depreciation	66.9	64.1	134.3	122.5
Intangible amortization ⁽²⁾	6.0	5.4	12.0	9.9
Acquisition-related costs ⁽³⁾	—	0.4	—	0.7
Restructuring ⁽⁴⁾	1.5	5.6	5.5	11.0
Product wind downs ⁽¹⁾	0.4	—	9.3	—
Class action litigation expenses ⁽⁵⁾	1.6	2.1	5.0	3.9
Goodwill impairment ⁽⁶⁾	52.6	—	52.6	—
Investment impairment ⁽⁷⁾	49.4	—	49.4	—
Adjusted EBITDA	\$ 119.0	\$ 198.1	\$ 171.7	\$ 308.1
Adjusted EBITDA Margin	6.4 %	10.1 %	5.1 %	8.3 %

⁽¹⁾ Represents adjustments related to product wind downs, including the FTR product line within the Company's On Road segment and the Timbersled product line within the Company's Off Road segment

⁽²⁾ Represents amortization expense for intangible assets acquired through business combinations and asset acquisitions

⁽³⁾ Represents adjustments for integration and acquisition-related expenses

⁽⁴⁾ Represents adjustments for corporate restructuring

⁽⁵⁾ Represents adjustments for certain class action litigation-related expenses

⁽⁶⁾ Represents goodwill impairment charges associated with the Company's On Road segment

⁽⁷⁾ Represents impairment charges related to a strategic investment held by the Company

Liquidity and Capital Resources

Our primary sources of liquidity have been cash provided by operating and financing activities, including funds as needed from our credit facility and issuances of long-term debt. Our primary uses of funds have been for new product development, capital investments, cash dividends to shareholders, repurchases and retirements of common stock, and acquisitions. The seasonality of production and shipments cause working capital requirements to fluctuate during the year and from year to year.

We believe that existing cash balances and cash flows to be generated from operating activities, borrowing capacity under our credit facility and from future issuances or borrowings of long-term debt, will be sufficient to fund operations, new product development, cash dividends to shareholders, repurchases and retirement of common stock, and capital requirements for at least the next 12 months and for the foreseeable future thereafter.

Cash Flows

The following table summarizes the cash flows from operating, investing and financing activities:

(\$ in millions)	Six months ended June 30,		
	2025	2024	Change
Total cash provided by (used for):			
Operating activities	\$ 403.5	\$ 40.9	\$ 362.6
Investing activities	(59.7)	(165.8)	106.1
Financing activities	(328.9)	87.4	(416.3)

Operating Activities:

The increase in net cash from operating activities was primarily the result of reduced working capital in the six months ended June 30, 2025 compared to working capital additions in the prior year comparable period, partially offset by lower net income. Net loss was \$145.8 million for the six months ended June 30, 2025, compared to net income of \$72.8 million in the prior year comparable period.

Investing Activities:

The primary sources and uses of cash were for the purchase of property, equipment and tooling for continued capacity and capability at our manufacturing, distribution, and product development facilities, and distributions from and contributions to Polaris Acceptance. Net cash used for investing activities decreased primarily as a result of a reduction in property, equipment and tooling purchases, as well as strategic investments in the prior year comparable period that did not recur in 2025.

Financing Activities:

Net cash used for financing activities was \$328.9 million for the six months ended June 30, 2025, compared to cash provided by financing activities of \$87.4 million for the comparable period in 2024. This change was primarily the result of net repayments under debt arrangements in the six months ended June 30, 2025 compared to net borrowings under debt arrangements during the comparable period in 2024, as well as lower share repurchases. Net repayments totaled \$253.5 million for the six months ended June 30, 2025, compared to \$239.2 million of net borrowings for the comparable period in 2024.

Financing Arrangements:

We were party to an unsecured Master Note Purchase Agreement, as amended and supplemented, under which we previously issued \$350.0 million of unsecured senior notes. The unsecured senior notes were prepaid in full in June 2025 using proceeds of revolving loans under the Company's unsecured credit facility.

We are also party to an unsecured credit facility, which includes a \$1.4 billion variable interest rate Revolving Loan Facility that matures in December 2029, under which we have unsecured borrowings. As of June 30, 2025, there were borrowings of \$400.0 million outstanding under the Revolving Loan Facility. Our credit facility also includes a Term Loan Facility, on which \$487.5 million was outstanding as of June 30, 2025. We are required to make principal payments under the Term Loan Facility totaling \$25 million over the next 12 months. We amended the credit facility (the "Credit Facility Amendment") in June 2025 to modify the financial covenants in the existing credit agreement for each quarter ending June 30, 2025 through and including June 30, 2026 (the "Covenant Relief Period"). During the Covenant Relief Period, the Credit Facility Amendment limits us from repurchasing shares and paying dividends other than regular quarterly dividends and certain other exceptions, and limits the amount of debt certain of our subsidiaries may incur. For the credit facility, interest is charged at rates based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility. As of June 30, 2025, we had \$992.8 million of availability on the Revolving Loan Facility.

In July 2024, the Company amended the credit facility to provide for an incremental unsecured 364-day term loan in the amount of \$400.0 million (the "Incremental Term Loan Facility"). At the time of issuance, the Incremental Term Loan Facility had a term ending in July 2025. The Credit Facility Amendment extended the maturity date of the Incremental Term Loan Facility to June 26, 2026. As with other borrowings under the credit facility, interest is charged at rates based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility.

The agreements governing the facility contain covenants that require the Company to maintain certain financial ratios, including minimum interest coverage and maximum leverage ratios. The agreements require us to maintain an interest coverage ratio of not less than 3.00 to 1.00 and a leverage ratio of not more than 3.50 to 1.00 on a rolling four quarter basis. The credit facility was amended in December 2024 and, as part of such amendment, the interest coverage ratio covenant definition was revised to be based on Adjusted EBITDA to interest expense. The Credit Facility Amendment modified the requirements related to the interest coverage ratio and leverage ratio during the Covenant Relief Period. During the Covenant Relief Period, the interest coverage ratio is 2.50 to 1.00 for the quarters ending June 30, 2025, September 30, 2025 and December 31, 2025, and 2.00 to 1.00 for the quarters ending March 31, 2026 and June 30, 2026. During the Covenant Relief Period, the leverage ratio is 4.00 to 1.00 for the quarter ending June 30, 2025, 4.50 to 1.00 for the quarter ending September 30, 2025, and 5.50 to 1.00 for the quarters ending December 31, 2025, March 31, 2026 and June 30, 2026.

In November 2023, we issued \$500 million aggregate principal amount of 6.95% Senior Notes pursuant to a public offering. We received approximately \$492 million in net proceeds from the notes offering after deducting the underwriting discount and other fees and expenses. The notes bear interest at a rate of 6.95% per year, with interest payable semi-annually in arrears in March and September of each year. The notes mature in March 2029. The indenture governing the notes is subject to customary covenants and make-whole provisions upon early termination.

On July 2, 2018, pursuant to the Agreement and Plan of Merger dated May 29, 2018, the Company completed the acquisition of Boat Holdings, LLC, a privately held Delaware limited liability company, headquartered in Elkhart, Indiana which manufactures boats ("Boat Holdings"). As a component of the Boat Holdings merger agreement, we have committed to make a series of deferred payments to the former owners through July 2030. The original discounted payable was for \$76.7 million, of which \$43.2 million was outstanding as of June 30, 2025.

As of June 30, 2025, we were in compliance with all debt covenants and our debt to total capital ratio was 61 percent. Additionally, as of June 30, 2025, we had letters of credit outstanding of \$41.4 million, primarily related to purchase obligations for raw materials.

Share Repurchases:

We did not repurchase shares of our common stock under our share repurchase program during the first six months of 2025. As of June 30, 2025, up to an additional \$1,109.3 million of shares of our common stock remain available for repurchase under our share repurchase program.

Wholesale Customer Financing Arrangements:

We have arrangements with certain finance companies to provide secured floor plan financing for our dealers. These arrangements provide liquidity by financing dealer purchases of our products without the use of our working capital. A majority of the worldwide sales of snowmobiles, ORVs, motorcycles, boats and related PG&A are financed under similar arrangements whereby we receive payment within a few days of shipment of the product. We participate in the cost of dealer financing up to certain limits.

Under these arrangements, we have agreed to repurchase products repossessed by these finance companies. As of June 30, 2025, the potential aggregate repurchase obligations were approximately \$357.6 million. Our financial exposure under these repurchase agreements is limited to the difference between the amounts unpaid by the dealer with respect to the repossessed product plus costs of repossession and the amount received on the resale of the repossessed product. No material losses have been incurred under these agreements during the periods presented.

Retail Customer Financing Arrangements:

We have agreements with third-party finance companies to provide financing options to end consumers of our products. We have no material contingent liabilities for residual value or credit collection risk under these agreements.

Critical Accounting Policies

See our most recent Annual Report on Form 10-K for the year ended December 31, 2024 for a discussion of our critical accounting policies. There have been no material changes to our critical accounting policies discussed in such report.

Note Regarding Forward-Looking Statements

This report contains not only historical information, but also "forward-looking statements" intended to qualify for the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These "forward-looking statements" can generally

be identified as such because the context of the statement will include words such as we or our management “believes,” “anticipates,” “expects,” “estimates” or words of similar import. Similarly, statements that describe our future plans, objectives or goals, such as future sales, future cash flows and capital requirements, operational initiatives, supply chain, tariffs, currency fluctuations, interest rates, and commodity costs, are forward-looking statements that involve certain risks and uncertainties that could cause actual results to differ materially from those forward-looking statements, are also forward-looking. Forward-looking statements may also be made from time to time in oral presentations, including telephone conferences and/or webcasts open to the public.

Potential risks and uncertainties include such factors as the Company’s ability to successfully implement its manufacturing operations strategy and supply chain initiatives; the Company’s ability to successfully source necessary parts and materials on a timely basis; the ability of the Company to manufacture and deliver products to dealers to meet demand, including as a result of supply chain disruptions; the Company’s ability to identify and meet optimal dealer inventory levels; the Company’s ability to accurately forecast and sustain consumer demand; the Company’s ability to mitigate increasing input costs through pricing or other measures; product offerings, promotional activities and pricing strategies by competitors that may make our products less attractive to consumers; the Company’s ability to strategically invest in innovation and new products, including as compared to our competitors; economic conditions that impact consumer spending or consumer credit, including recessionary conditions and changes in interest rates; disruptions in manufacturing facilities; product recalls and/or warranty expenses; product rework costs; impact of changes in Polaris stock price on incentive compensation plan costs; foreign currency exchange rate fluctuations; environmental and product safety regulatory activity; effects of weather on the Company’s supply chain, manufacturing operations and consumer demand; commodity costs; freight and tariff costs (tariff relief or ability to mitigate tariffs, particularly in light of policies of the current presidential administration and retaliatory actions in response thereto); changes to international trade policies and agreements; uninsured product liability and class action claims (including claims seeking punitive damages) and other litigation expenses incurred due to the nature of our business; uncertainty in the consumer retail and wholesale credit markets; performance of affiliate partners; changes in tax policy; relationships with dealers and suppliers; and the general global economic, social and political environment.

The risks and uncertainties discussed in this report are not exclusive and other factors that we may consider immaterial or do not anticipate may emerge as significant risks and uncertainties.

Any forward-looking statements made in this report or otherwise speak only as of the date of such statement, and we undertake no obligation to update such statements to reflect actual results or changes in factors or assumptions affecting such forward-looking statements. We advise you, however, to consult any further disclosures made on related subjects in future Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K that are filed with or furnished to the Securities and Exchange Commission.

Item 3 – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Refer to the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 for a complete discussion on the Company’s market risk. There have been no material changes in market risk from those disclosed in the Company’s Form 10-K for the year ended December 31, 2024. Refer below for further discussion on commodity cost risk, foreign currency exchange rate risk, and interest rate risk.

Inflation:

We are subject to market risk from fluctuating market prices of certain purchased commodities and raw materials, including steel, aluminum, copper, petroleum-based resins, certain rare earth metals and diesel fuel. In addition, we are a purchaser of components and parts containing various commodities, including steel, aluminum, rubber and others, which are integrated into our end products. While such materials are typically available from numerous suppliers, commodity raw materials are subject to price fluctuations. Further, the ultimate cost of certain commodities, raw materials, components and parts can fluctuate based on changes in international trade relations and trade policy, including those related to tariffs. We generally buy commodities and components based upon market prices that are established with the vendor as part of the purchase process. We enter into commodity hedging contracts in order to manage fluctuating market prices of certain commodities such as steel and diesel fuel. Based on our current outlook for commodity prices, excluding the impact of tariffs and related items, we expect total commodities to have a neutral impact on our gross profit margins for full-year 2025 when compared to 2024.

Foreign Exchange Rates:

The changing relationships of the U.S. dollar to foreign currencies can have a material impact on our financial results.

Euro: We have operations in the Eurozone through wholly owned subsidiaries and distributors. We also purchase components from certain suppliers directly for our U.S. operations in transactions denominated in Euros. Fluctuations in the Euro to U.S. dollar exchange rate impacts sales, cost of sales and net (loss) income.

Canadian Dollar: We operate in Canada through a wholly owned subsidiary. The relationship of the U.S. dollar in relation to the Canadian dollar impacts sales, cost of sales and net (loss) income.

Other currencies: We operate in various countries, principally in Europe, Mexico and Australia, through wholly owned subsidiaries. We also sell to certain distributors in other countries and purchase components from certain suppliers directly for our U.S. operations in transactions denominated in these foreign currencies. The relationship of the U.S. dollar in relation to these other currencies impacts sales, cost of sales and net (loss) income.

We actively manage our exposure to fluctuating foreign currency exchange rates by entering into foreign exchange hedging contracts. A portion of our foreign currency exposure is mitigated with the following open foreign currency hedging contracts as of June 30, 2025:

Foreign Currency	Currency Position	Foreign currency hedging contracts	
		Notional amounts (in millions of U.S. Dollars)	Average exchange rate of open contracts
Australian Dollar	Long	\$ 14.1	\$0.64 to 1 AUD
Canadian Dollar	Long	92.6	\$0.72 to 1 CAD
Mexican Peso	Short	35.3	20.0 Peso to \$1

During the quarter and year-to-date periods ended June 30, 2025, after consideration of the existing foreign currency hedging contracts, foreign currencies had a negative impact on net (loss) income compared to 2024. We expect currencies to have a negative impact on full-year net income in 2025 compared to 2024.

The assets and liabilities in all of our international entities are translated at the foreign exchange rate in effect at the balance sheet date. Translation gains and losses are reflected as a component of accumulated other comprehensive loss, net in the shareholders' equity section of the consolidated balance sheets. Revenues and expenses in all of our international entities are translated at the average foreign exchange rate in effect for each month of the year. Certain assets and liabilities related to intercompany positions reported on our consolidated balance sheets that are denominated in a currency other than the entity's functional currency are translated at the foreign exchange rates at the balance sheet date and the associated gains and losses are included in net (loss) income.

Interest Rates:

We are a party to an unsecured credit facility with various lenders consisting of a \$1.4 billion Revolving Loan Facility, a \$500.0 million Term Loan Facility and a \$400.0 million Incremental Term Loan Facility. Interest accrues on the revolving loan, term loans and Incremental Term Loan Facility at variable rates based on adjusted Term SOFR plus the applicable add-on percentage, as defined in the agreements governing the credit facility. As of June 30, 2025, there was \$400.0 million outstanding on the Revolving Loan Facility, \$487.5 million outstanding on the Term Loan Facility and \$400.0 million outstanding on the Incremental Term Loan Facility. We enter into interest rate swaps in order to manage our exposure to fixed and variable interest rates associated with our debt. We expect interest rates to have a positive impact on full-year net income in 2025 compared to 2024.

Borrowings pursuant to our public senior notes bear interest at fixed rates. We are subject to changes in the fair value of fixed-rate borrowings as a result of potential changes in prevailing interest rates. Changes in the fair value of fixed-rate borrowings have no impact on the amount of interest incurred, cash flows or our financial position.

Item 4 – CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and its Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")) as of the end of the period covered by this report. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, the Company's disclosure controls and procedures were effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (1) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (2) accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, in a manner that allows timely decisions regarding required disclosure.

Changes in Internal Controls

There have been no changes in the Company's internal control over financial reporting during the latest fiscal quarter covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II OTHER INFORMATION

Item 1 – LEGAL PROCEEDINGS

We are involved in a number of legal proceedings incidental to our business, none of which is presently expected to have a material effect on our financial position, results of operations or cash flows, or the financial results of our business.

As of the date hereof, we are party to certain class action and putative class action lawsuits brought by the same plaintiff's counsel and largely repeating the same allegations regarding various state consumer protection laws focused on rollover protection structures' certifications for various Polaris off-road vehicles sold in California. The first case brought in federal court in California related to this matter—*Guzman/Albright*—was first reported in the Company's Annual Report on Form 10-K for the year ended December 31, 2020. The district court granted summary judgment against both plaintiffs' claims, which the plaintiffs appealed. The Ninth Circuit issued two rulings in September 2022 that reversed the district court's summary judgment rulings and remanded the case to the district court with instructions to dismiss one plaintiff's claims without prejudice. The plaintiff whose claims were dismissed without prejudice refiled the putative class action in California State Court under the name *Albright*. In June 2023, the *Albright* court granted the parties' stipulation to stay that case pending a decision on class certification in federal court in the *Guzman* case. On September 27, 2023, the district court in *Guzman* entered an order granting in part and denying in part plaintiff's motion for class certification. The district court certified a California class for plaintiff's claim seeking money damages under the California Consumers Legal Remedies Act but denied class certification on plaintiff's claim seeking injunctive relief under Fed. R. Civ. P. 23(b)(2). On October 11, 2023, Polaris filed a petition to appeal the portion of the district court's order granting class certification. On December 14, 2023, the Ninth Circuit denied Polaris's petition. On June 20, 2025, the state court in *Albright* entered an order setting a hearing for September 19, 2025 to review the stay of proceedings in that case. Plaintiff's counsel's related case—*Hellman/Berlanga*—was first reported in the Company's quarterly report for the period ended June 30, 2021. Since then, the *Hellman* plaintiff has been dismissed and, in May 2023, the remaining plaintiff in the *Berlanga* case filed a motion for class certification, which we opposed. On July 16, 2024, the federal district court entered an order granting in part and denying in part plaintiff's motion for class certification. The federal district court certified a California class for plaintiff's claim seeking money damages but denied class certification on plaintiff's claim seeking injunctive relief. On July 17, 2024, the federal district court ordered that the *Guzman* case and the *Berlanga* case be consolidated for all purposes. On February 27, 2025, the federal district court vacated the pretrial deadlines and the May 5, 2025 trial date. The court will issue a new schedule and trial date upon its rulings on the pending summary judgment and class decertification motions.

With respect to each of the aforementioned class action and putative class action lawsuits, we are unable to provide any reasonable evaluation of the likelihood that a loss will be incurred or any reasonable estimate of the range of possible loss.

Item 1A – RISK FACTORS

Please consider the factors discussed in Part I, Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024. Other than the supplemental risk factor provided below, there have been no material changes or additions to our risk factors discussed in such report which could materially affect the Company’s business, financial condition, or future results.

Our business may be adversely affected by trade matters, including tariffs.

Current and proposed tariffs on goods imported to the United States, or countermeasures imposed in response to such tariffs, will likely increase the cost of goods for our products and may reduce our ability to sell our products globally, which may adversely affect our operating results and financial condition. The U.S. government has implemented a general tariff on all imports from countries not exempted under certain trade reciprocity criteria and elevated tariffs have been imposed on imports from major trading partners. We currently procure components from countries subject to such tariffs, which are utilized in our facilities in the United States and Mexico. A portion of our annual sales originate from products manufactured in our facilities in Mexico, and we sell our products globally. As a result of the current and proposed tariffs, we anticipate increased supply chain challenges, commodity cost volatility, economic uncertainty, and economic pressures on customers and consumers as a result of the challenges of high inflation combined with the effects of increased tariffs. The tariff policy environment is rapidly evolving, however, and it is impossible to predict with any certainty the effects that these and any new tariffs may ultimately have on our industry or our financial condition. The ultimate impact of any tariffs will depend on various factors, including how long such tariffs remain in place, the ultimate levels of such tariffs and how other countries respond to the U.S. tariffs. While we are implementing measures to mitigate these potential impacts, our preliminary analysis indicates the current and proposed tariffs and these other factors may have a material negative effect on our profitability for the remainder of fiscal 2025. However, we are continuing to evaluate these factors and their potential effects.

Item 2 – UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The table below sets forth the information with respect to purchases made by or on behalf of Polaris of its own stock during the second quarter of the fiscal year ended December 31, 2025.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Program ⁽¹⁾
April 1 — 30, 2025	—	\$ —	—	\$ 1,109,330,034
May 1 — 31, 2025	—	\$ —	—	\$ 1,109,330,034
June 1 — 30, 2025	—	\$ —	—	\$ 1,109,330,034
Total	—	\$ —	—	—

(1) In October 2023, the Company’s Board of Directors authorized the purchase of up to an additional \$1.0 billion of the Company’s outstanding common stock, in addition to the amount still outstanding on its April 2021 share repurchase program. As of June 30, 2025, the Company was authorized to repurchase up to an additional \$1,109.3 million of the Company’s common stock. The share repurchase program does not have an expiration date.

Item 5 – OTHER INFORMATION

Trading Arrangements

During the fiscal quarter ended June 30, 2025, none of the Company’s directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as each term is defined in Item 408 of Regulation S-K).

Item 6 – EXHIBITS

Exhibit Number	Description
3.a	Certificate of Incorporation of Polaris Inc. effective April 28, 2023, incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed May 1, 2023.
3.b	Bylaws of Polaris Inc., effective April 28, 2023, incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed May 1, 2023.
10.a	Amendment No. 9 dated as of June 27, 2025 to Fourth Amended and Restated Credit Agreement dated as of July 2, 2018, by and among Polaris Inc., certain of its affiliates listed on the signature pages thereto, the lenders listed on the signature pages thereto and U.S. Bank National Association, as administrative agent, incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed July 2, 2025.
10.b	Third Amended and Restated Joint Venture Agreement dated as of July 1, 2024, by and between Polaris Inc. and Wells Fargo Commercial Distribution Finance, LLC.
10.c	Fourth Amended and Restated Partnership Agreement dated July 1, 2024, between Polaris Acceptance Inc. and CDF Joint Ventures, LLC.*
31.a	Certification of Chief Executive Officer required by Exchange Act Rule 13a-14(a).
31.b	Certification of Chief Financial Officer required by Exchange Act Rule 13a-14(a).
32.a	Certification furnished pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.b	Certification furnished pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from Polaris Inc.'s Quarterly Report on Form 10-Q for the period ended June 30, 2025, filed with the SEC on July 29, 2025, formatted in Inline eXtensible Business Reporting Language (iXBRL): (i) the Consolidated Balance Sheets as of June 30, 2025 and December 31, 2024, (ii) the Consolidated Statements of (Loss) Income for the three and six-month periods ended June 30, 2025 and 2024, (iii) the Consolidated Statements of Comprehensive (Loss) Income for the three and six-month periods ended June 30, 2025 and 2024, (iv) the Consolidated Statements of Equity for the three and six-month periods ended June 30, 2025 and 2024, (v) the Consolidated Statements of Cash Flows for the six-month periods ended June 30, 2025 and 2024, and (vi) Notes to Consolidated Financial Statements.
104	The cover page from the Quarterly Report on Form 10-Q of the Company for the quarter ended June 30, 2025 formatted in iXBRL.

*Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

POLARIS INC.
(Registrant)

Date: July 29, 2025

/s/ MICHAEL T. SPEETZEN

Michael T. Speetzen
Chief Executive Officer
(Principal Executive Officer)

Date: July 29, 2025

/s/ ROBERT P. MACK

Robert P. Mack
Chief Financial Officer
(Principal Financial and Accounting Officer)

**THIRD AMENDED AND RESTATED
JOINT VENTURE AGREEMENT**

between

POLARIS INC.

and

WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC

Effective as of July 1, 2024

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THIRD AMENDED AND RESTATED
JOINT VENTURE AGREEMENT

THIS THIRD AMENDED AND RESTATED JOINT VENTURE AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is executed as of February 7, 2024, and effective as of July 1, 2024 (the “**Effective Date**”), between POLARIS INC., a Delaware corporation (“**Polaris**”), and WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, a Delaware limited liability company (“**CDF**”) (Polaris and CDF, collectively, the “**Parties**” and, each individually, a “**Party**”).

RECITALS

The following recitals are a material part of this Agreement:

A. Polaris and CDF desired to organize a general partnership under the laws of the State of Illinois for the ownership and operation of a commercial finance business and related finance businesses within the United States and other countries supporting the business of Polaris and its Affiliates from time to time and such other businesses as the Parties subsequently may agree and, in furtherance thereof, the Parties entered into that certain Joint Venture Agreement, dated as of February 7, 1996, as amended through February 28, 2011 (the “*Original Agreement*”). On February 28, 2011, Polaris and CDF entered into that certain Amended and Restated Joint Venture Agreement, as amended through August 1, 2019 (the “*First Amended Agreement*”), which had the effect of amending and restating the Original Agreement in its entirety. On August 1, 2019, Polaris and CDF entered into that certain Second Amended and Restated Joint Venture Agreement, as amended through the date hereof (the “*Second Amended Agreement*”), which had the effect of amending and restating the First Amended Agreement in its entirety.

B. Polaris and CDF desire to amend and restate the Second Amended Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the premises, recitals and mutual covenants, undertakings and obligations hereinafter set forth or referred to herein, the Parties mutually covenant and agree as follows:

ARTICLE I
Formation of the Partnership

1.1 *Purpose.* Polaris caused its direct subsidiary, Polaris Acceptance Inc. (“*PAI*”), a Minnesota corporation, and CDF caused its direct subsidiary, CDF Joint Ventures, LLC (“*CDFJV*”), a Delaware limited liability company (PAI and CDFJV, collectively, the “*Partners*” and each a “*Partner*”), pursuant to that certain Partnership Agreement, dated as of February 7, 1996 with effect from March 1, 1996, as amended through February 28, 2011 (the “*Original Partnership Agreement*”) to form an Illinois general partnership (the “*Partnership*” or “*Polaris Acceptance*”). On February 28, 2011, PAI and CDFJV entered into that certain Amended and Restated Partnership Agreement, as amended through June 1, 2014 (the “*First Amended Partnership Agreement*”), which had the effect of amending and restating the Original Partnership Agreement in its entirety. On June 1, 2014, PAI and CDFJV entered into that certain Second Amended and Restated Partnership Agreement, as amended through August 1, 2019 (the “*Second Amended Partnership Agreement*”), which had the effect of amending and restating the

First Amended Partnership Agreement in its entirety. On August 1, 2019, PAI and CDFJV entered into that certain Third Amended and Restated Partnership Agreement, as amended through the date hereof (the “*Third Amended Partnership Agreement*”), which had the effect of amending and restating the Second Amended Partnership Agreement in its entirety. As of the date hereof, PAI and CDFJV have entered into that certain Fourth Amended and Restated Partnership Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Partnership Agreement*”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Partnership Agreement). The purpose of the Partnership is limited strictly to the ownership and operation of a commercial finance business and related finance businesses in support of the following:

(i) the domestic sales of products manufactured or distributed from time to time by Polaris, PAI, Polaris Industries Inc., a Delaware corporation (“*Manufacturer*”), Polaris Sales Inc., a Minnesota corporation (“*PSI*”), Pontoon Boat, LLC, a Delaware limited liability company (“*Pontoon*”), Polaris Boats LLC, a Delaware limited liability company (“*Boats*”), and Highwater Marine, LLC, a Delaware limited liability company (“*Highwater*” and together with Polaris, PAI, Manufacturer, PSI, Pontoon, and Boats, collectively, the “*Polaris Entities*” and each individually, a “*Polaris Entity*”) or any of their Affiliates (each a “*Polaris Product*”, and collectively, the “*Polaris Products*”) to some or all of the Polaris Commercial Customers (as such term is defined in the Partnership Agreement) (A) unless the Management Committee makes a unanimous determination with respect to a Polaris Product that the Partnership should not provide inventory financing for such Polaris Product (such determination to be made after the disclosure to the Management Committee by each Party of any legal prohibitions or limitations in connection with such financing known to it), then such Polaris Product shall be excluded from the financing activities of the Partnership until the Management Committee makes a unanimous determination not to continue such exclusion (such excluded Polaris Products, if any, the “*Excluded Products*”), or (B) other than with respect to (1) the Polaris Commercial Customers which are listed on Schedule 2 to the Partnership Agreement, or (2) other Polaris Commercial Customers with respect to which the Management Committee makes a unanimous determination that the Partnership should not provide inventory financing to such Polaris Commercial Customers, then, in each case, such Polaris Commercial Customers shall be excluded from the financing activities of the Partnership as well as the provisions of Section 6.17 below, until the Management Committee makes a unanimous determination not to continue such exclusion (such excluded Polaris Commercial Customers, if any, the “*Excluded Dealers*”);

(ii) domestic sales of products manufactured and/or distributed from time to time by manufacturers and distributors other than the Polaris Entities and/or any of their Affiliates, including, without limitation, Alcom, LLC, to Polaris Commercial Customers;

(iii) domestic purchases (or trade-ins) of used products manufactured and/or distributed from time to time by manufacturers and distributors other than the Polaris Entities and/or any of their Affiliates; and

(iv) such other businesses in such geographic areas as the Parties subsequently may agree; provided, in each of clauses (ii), (iii), and (iv), that the Partners or the Management Committee has unanimously approved the financing of such sales, purchases (or trade-ins), or other businesses. For the avoidance of doubt, as of the Effective Date, Marine Portfolio Products (as such term is defined in the Partnership Agreement) are not Excluded Products.

1.2 *Name.* The name of the Partnership shall be Polaris Acceptance, or any other such name as may hereafter be Approved by the Management Committee.

1.3 *Location.* The principal place of business of the Partnership shall be at:

10 South Wacker Drive
Chicago, IL 60606

If Approved by the Management Committee, the principal place of business of the Partnership may be changed to any other address in Illinois. The Partnership also shall have an office at the following address, or at any other address or addresses as may be Approved by the Management Committee:

c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340.

1.4 *Term.* The term of the Partnership began on March 1, 1996 and, unless sooner dissolved and terminated under the provisions of the Partnership Agreement, shall continue until the Last Day of the Initial Term or, if applicable, the last day of an additional term or an Extended Term, and thereafter shall be extended automatically for additional one-year terms unless during the 90-day period prior to the then-scheduled Renewal Notice Date for the term of the Partnership either Partner gives notice to the other Partner of its intention not to extend the term, in which event the Partnership shall dissolve in accordance with the terms of the Partnership Agreement upon the scheduled expiration of the then current term of the Partnership, except as otherwise provided in Sections 3.2 and 3.3 of the Partnership Agreement. If either Partner gives notice to the other Partner at least 90 days prior to a Renewal Notice Date of its intention to extend the term for an additional five-year term (such term, an “*Extended Term*”) and the other Partner agrees in writing to such Extended Term prior to such Renewal Notice Date, then the Partnership shall continue for such Extended Term until the last day thereof, subject to automatic extensions pursuant to the foregoing sentence. If the other Partner does not so agree in writing to such Extended Term, the term of the Partnership shall nevertheless be extended automatically for additional one-year terms pursuant to the first sentence of this Section 1.4 unless, prior to a Renewal Notice Date, a Partner gives notice to the other Partner of its intention not to extend the term during the periods set forth above for such notice. For the avoidance of doubt, if the Partners have agreed to an Extended Term prior to a scheduled Renewal Notice Date, the “then-scheduled Renewal Notice Date” referenced above, means the new Renewal Notice Date for the agreed Extended Term, and the “scheduled expiration of the then current term of the Partnership” referenced above means the scheduled expiration of the agreed Extended Term.

1.5 *Capital Contributions.*

(a) Initial Capital Contribution. Pursuant to the terms of the Partnership Agreement, on March 1, 1996 and concurrently with the effectiveness of the formation of the Partnership, PAI and CDFJV contributed as the initial capital of the Partnership the following amounts in cash: (i) in the case of PAI, an amount equal to 3.75% of the aggregate accounts receivable (exclusive of reserves, if any) contributed to the Partnership by CDF upon formation of the Partnership as contemplated by Section 1.9 hereof, and (ii) in the case of CDFJV, an amount equal to 11.25% of the aggregate accounts receivable (exclusive of reserves, if any) contributed to the Partnership by CDF upon formation of the Partnership as contemplated by Section 1.9 hereof. PAI subsequently exercised its option pursuant to the Original Partnership

Agreement to increase its equity share in the Partnership to 50%, and PAI made a corresponding capital contribution.

(b) Ongoing Capital Contributions. Pursuant to Section 2.2 of the Partnership Agreement entitled “Additional Capital Contributions”, each of PAI and CDFJV is required to make certain payments from time to time to maintain capital requirements. In the event PAI does not make any such payment in full when due, within 5 Business Days thereafter Polaris shall make or cause one of its Affiliates to make such required payment on behalf of PAI. In the event CDFJV does not make any such payment in full when due, within 5 Business Days thereafter CDF shall make or cause one of its Affiliates to make such required payments on behalf of CDFJV.

(c) General Reserve Obligations. Pursuant to Section 2.6 of the Partnership Agreement entitled “Establishment of Reserves”, each of PAI and CDFJV may be required to make certain payments from time to time to maintain general reserves established by the Management Committee. In the event PAI does not make any such required payment in full when due, within 5 Business Days thereafter Polaris shall make or cause one of its Affiliates to make such required payments on behalf of PAI. In the event CDFJV does not make any such required payment in full when due, within 5 Business Days thereafter CDF shall make or cause one of its Affiliates to make such required payments on behalf of CDFJV.

1.6 *Agreements*. The Parties have executed and delivered or caused their respective subsidiaries, PAI, Manufacturer, PSI, and CDFJV (where appropriate), to execute and deliver the following documents (collectively, with this Agreement and as each such document may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Definitive Agreements*”): (a) the Partnership Agreement; (b) the Credit and Security Agreement; (c) the CDF Services Agreement, the Polaris Services Agreement, and the Subservices Agreement (the CDF Services Agreement, the Polaris Services Agreement and the Subservices Agreement, collectively, the “*Services Agreements*”); (d) the Manufacturer’s Repurchase Agreement; (e) the Contribution Agreement; (f) the Program Letters; and (g) the License Agreement.

1.7 *Qualification to do Business*. CDF shall cause the Partnership, PAI and CDFJV to become qualified to do business in all fifty states. Each of Polaris and CDF shall maintain the qualifications to do business in all fifty states of its respective subsidiary that is a Partner. CDF shall also cause the Partnership, PAI and CDFJV to make such assumed name and fictitious name filings as are necessary for the conduct of the business of the Partnership as contemplated by this Agreement and the Partnership Agreement. In connection with all filings for, or on behalf of, the Partnership or PAI for which CDF has responsibility, Polaris shall, and shall cause PAI to, cooperate with CDF in causing such filings to be made in a timely manner. All fees and expenses of the initial qualification to do business and assumed name and fictitious name filings incurred by CDF shall be charged to the Partnership. All fees and expenses of subsequent filings to maintain such qualifications and any related filings shall be borne by the Partner responsible for such filings.

1.8 *Insurance*.

(a) Polaris and CDF each shall provide at their own expense directors and officers liability insurance for the managers serving on the Management Committee appointed by its respective subsidiary which is a Partner in a policy amount of not less than \$10,000,000.

(b) CDF shall arrange for repossession insurance and related inventory insurance appropriate for the business of the Partnership and shall arrange for the extension of CDF’s existing single interest insurance coverage to the joint venture’s business. The costs for

the repossession insurance, related inventory insurance and the extension of CDF's single interest insurance to the joint venture's business shall be charged to Polaris Acceptance.

(c) CDF shall arrange for the extension of its existing national bonding coverage to dealers serviced by Polaris Acceptance.

1.9 *Contribution of Financing Business.* On March 1, 1996, concurrently with the effectiveness of the formation of the Partnership and the making of the initial capital contributions by the Partners to the Partnership, CDF caused its then-existing portfolio of commercial finance business supporting the business of the Polaris Entities to be contributed to Polaris Acceptance pursuant to the Contribution Agreement. Such contribution was encumbered by a liability of equal value of the Partnership to make an equalization payment to CDF for such contribution, in accordance with the terms of the Contribution Agreement, in order to maintain the Partners' respective initial capital contributions at levels proportional to the Partners' respective initial partnership interests in the Partnership.

1.10 *Referral of Financing Business.* During the term of the Partnership, Polaris shall use all reasonable efforts, and shall cause the Polaris Entities and their Affiliates to use all reasonable efforts, to recommend to all Polaris Commercial Customers that are purchasers of Polaris Products (other than Excluded Dealers) that all of the inventory finance business associated with such Polaris Product (other than Excluded Products), including, without limitation, all the floor-plan financing of all such Polaris Product (other than Excluded Products) for all Polaris Commercial Customers, as the case may be (other than Excluded Dealers), be provided by Polaris Acceptance during the term of the Partnership. Without limiting the generality of the foregoing, during the term of the Partnership, Polaris shall not, and Polaris shall not permit the Polaris Entities or any of their Affiliates to, recommend to any Polaris Commercial Customer (other than a Polaris Commercial Customer that has been rejected by the Partnership for inventory financing and other than Excluded Dealers) of Polaris Product (other than Excluded Products) that such Polaris Commercial Customer obtain inventory financing for such Polaris Product from any source other than Polaris Acceptance during the term of the Partnership.

ARTICLE II

Representations and Warranties

Each Party represents and warrants to the other Party with respect to itself and its respective subsidiary that is a Partner that:

2.1 *Due Organization; Authority.* It is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the power, authority and legal right to enter into and perform its obligations under the Definitive Agreements to which it is a party.

2.2 *Due Authorization; Enforceability.* Each of the Definitive Agreements to which it is a party has been duly authorized, executed and delivered by it and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity.

2.3 *No Violation.* The execution and delivery by it of the Definitive Agreements to which it is a party do not, and the performance by it of its obligations thereunder will not (i) violate or conflict with any provision of its charter or by-laws or other constituent documents,

any law, governmental rule or regulation, judgment or order applicable to it, or any provision of any indenture, mortgage, contract or other instrument to which it is a party or by which it or its property is bound, (ii) constitute a default under any agreement to which it is a party or by which it or its property is bound, or (iii) require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any federal or state governmental authority or agency (including any local governmental authority or agency), except such as have been duly obtained, given or accomplished and are in full force and effect.

2.4 *Brokers or Finders.* Neither it nor any of its officer's, agents, representatives, employees or shareholders has employed any brokers, finders or other intermediaries, or incurred any liability for any broker's fees, finder's fees, commissions or other amounts, with respect to the Partnership or the transactions contemplated by the Definitive Agreements.

2.5 *Sufficient Resources.* It has sufficient resources to perform or to cause its Affiliates to perform their respective financial and other obligations as contemplated by the Definitive Agreements.

2.6 *Liens.* The performance of any transactions contemplated by this Agreement, or the other Definitive Agreements will not give rise to any liens on the property of the Partnership or either Partner's Partnership Interest, except as expressly contemplated by Article X of the Partnership Agreement.

ARTICLE III **Confidentiality**

During the term of the Partnership, each Party shall, and shall cause its officers, directors, employees, representatives, agents and Affiliates to, keep any nonpublic information which the other Party or any of its Affiliates treats or designates as confidential (including, without limitation, the Technology), any nonpublic information concerning the formation and operation of the Partnership or the particulars thereof, and any other nonpublic information set forth in the Definitive Agreements or in other documents concerning the Partnership or relating to the performance by the Parties or any of their Affiliates of any of the Definitive Agreements strictly confidential and not disclose any such information to any person (except for such Party's and its Affiliates' financial and legal advisors, lenders, auditors, accountants, officers, directors, employees, representatives and agents), or use any such information in the business of such Party or any Affiliate of such Party (except for the business contemplated by the Definitive Agreements). In addition, for five years following termination of this Agreement, Polaris shall, and shall cause its officers, directors, employees, representatives, agents and Affiliates to, keep all information concerning the System Technology strictly confidential and not disclose any such information to any person or use any such information in the business of Polaris or any Affiliate of Polaris. Notwithstanding the foregoing, a Party shall be under no obligation to keep confidential (i) information which is known to the receiving Party prior to receipt thereof from the disclosing Party, (ii) information which is or becomes generally available to the public other than as a result of a disclosure in violation of the terms of this Article III, (iii) information disclosed to a Party by a third party having the right to disclose such information to such Party, or (iv) information which a Party is legally compelled to disclose; provided that each Party agrees to use all reasonable efforts to notify the other Party of any legal requirement to disclose sufficiently in advance of the disclosure to permit the other Party to challenge the legal requirement. Without the prior written consent of the other Party (which consent shall not

unreasonably be withheld), a Party shall not permit any person to conduct due diligence with respect to the Partnership or the services provided by PAI or CDF to the Partnership; provided, however, that the Party permitting the due diligence shall cause the party conducting the due diligence to agree in writing to be bound by confidentiality provisions consistent with this Article III. Each Party recognizes and acknowledges that the injury to the Partnership and the other Party which would result from a breach of the provisions of this Article III could not adequately be compensated by money damages. The Parties expressly agree and contemplate, therefore, that in the event of the breach or default by either Party of any provision of this Article III, the Partnership or the other Party, in addition to any remedies which it might otherwise be entitled to pursue, may obtain such appropriate injunctive relief in support of any such provision of this Agreement.

ARTICLE IV **Indemnification**

Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and the past, present and future officers, directors, shareholders, partners, employees, lawyers, representatives and agents of such Party and such Affiliates (collectively, the “*Indemnified Parties*”) against all losses, costs, damages and expenses (including reasonable attorneys’ fees and expenses) incurred by the Indemnified Parties as a result of such Party’s breach of any of its representations, warranties or obligations hereunder.

ARTICLE V **Dispute Resolution**

(a) If a dispute shall arise between the Parties as to the interpretation of, or the existence or extent of a breach with respect to, any provision contained in this Agreement (but exclusive of Articles III and IV and Sections 6.3, 6.4, 6.15, 6.17 and 6.18 of this Agreement), or if the Parties shall be unable to agree as to the determination of any accounting matter or other computation expressly contemplated by this Agreement and the other Definitive Agreements (all such disputes and failures to agree, the “Arbitrable Disputes”), then either Party may request, by giving written notice to the other Party, that the President (or other senior executive officer) of each of Polaris and CDF (the “*CEOs*”) confer within five Business Days regarding the Arbitrable Dispute. The CEOs shall confer in good faith and use all reasonable efforts to resolve the Arbitrable Dispute.

(b) If the CEOs do not resolve the Arbitrable Dispute within five Business Days after the Arbitrable Dispute has been submitted to them, then the Arbitrable Dispute shall be submitted to arbitration in accordance with the procedures set forth below in this Article V.

(c) A panel of three arbitrators (the “*Panel*”) will be formed no later than ten days after the failure of the CEOs to resolve the Arbitrable Dispute. Each Party will request an accounting firm of its choice to select an arbitrator, which arbitrator may be (but need not be) a member of such accounting firm. The two arbitrators then will choose a third arbitrator who shall not be affiliated in any manner with the Parties. All of the arbitrators shall be generally familiar with the floorplan financing industry.

(d) Except as otherwise provided herein, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The Panel shall allow such discovery, submissions and hearings as it determines to be appropriate, giving consideration to

the Parties' mutual desire for an efficient resolution of the Arbitrable Dispute. After conducting such hearings and reviewing the submissions of the Parties, the Panel shall make its decision with respect to the Arbitrable Dispute. Such decision shall be made within ten days of the formation of the Panel or as soon as practicable thereafter, but in no event later than twenty days after the formation of the Panel. The Panel shall have the authority to award relief under legal or equitable principles and to allocate responsibility for the costs of the arbitration and to award recovery of reasonable attorney's fees and expenses in such manner as is determined to be appropriate. A full and complete record and transcript of the arbitration proceeding shall be maintained. The decision of the Panel shall be in writing accompanied concurrently by a written summary of its conclusions as well as the reasons for such conclusions.

(e) Each Party shall have five Business Days to object to the Panel's decision, or any part thereof, by written submission made to the Panel and, if deemed appropriate by the Panel, in a hearing. After such objection, the Panel shall have three Business Days to reconsider and modify the decision, which modification, if any, shall be explained in writing. Thereafter, the decision of the Panel shall be final, binding and nonappealable with respect to the Parties and all other persons or entities, including persons or entities which have failed or refused to participate in the arbitration process and shall be reviewable only to the extent provided by law.

(f) The initiation of the dispute resolution procedures in this Article V shall not excuse either Party, or any of their respective Affiliates, from performing its obligations hereunder or under any of the other Definitive Agreements or in connection with the transactions contemplated hereby. While the dispute procedure is pending, the Parties and their respective Affiliates shall continue to perform in good faith their respective obligations hereunder and under the other Definitive Agreements, subject to any rights to terminate this Agreement or the other Definitive Agreements that may be available to the Parties or their respective Affiliates.

(g) The provisions of this Article V shall be the exclusive remedy of the Parties for all Arbitrable Disputes. The terms of this Article V, including this paragraph (g), shall be without prejudice to the rights of either Party to obtain recovery from, or to seek recourse against, the other Party (or otherwise), in such manner as such Party may elect (but subject to Section 6.4 hereof), for all claims, damages, losses, costs and matters other than those related to Arbitrable Disputes.

ARTICLE VI

General

6.1 *Additional Documents and Acts; Further Assurances.* In connection with this Agreement as well as all transactions contemplated by this Agreement, each Party agrees to use all reasonable efforts to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions. All approvals of either Party hereunder shall be in writing.

6.2 *Notices.* All notices, documents, written deliveries and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered in person, (b) one Business Day after deposit with a nationally recognized overnight courier service, (c) five Business Days after being deposited in the United States mail, postage prepaid, first class, registered or certified mail, or (d) the Business Day on which sent and received by facsimile or electronic mail as follows:

To: Polaris

c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340
Attention: Chief Financial Officer
Facsimile Number: 763-542-0595

With a copy to: Polaris

c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340
Attention: General Counsel
Facsimile Number: 763-525-7790

With a copy to: Kaplan, Strangis and Kaplan, P.A.

5500 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Attention: James C. Melville
Facsimile Number: 612-375-1143

To: CDF

c/o Wells Fargo Commercial
Distribution Finance, LLC
10 South Wacker Street
Chicago, IL 60606
Attention: Credit Director

With a copy to: General Counsel

Wells Fargo Commercial
Distribution Finance, LLC
10 South Wacker Drive
Chicago, IL 60606
Attention: Legal Department

6.3 *Governing Laws; Jurisdiction.* This Agreement shall be governed by, and construed under, the laws of the State of Illinois without regard to conflict of law principles. Subject to Article V hereof and without prejudice to the rights of either Party to bring an action before any court having jurisdiction, Polaris and CDF each agree that any litigation between them or any of their respective Affiliates arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement or the other Definitive Agreements, and whether arising in contract, tort, equity or otherwise, may be resolved by state or federal courts located in Chicago, Illinois.

6.4 *Waiver of Jury Trial.* With prejudice to the provisions of Article V hereof, Polaris and CDF each waives, for itself and for any of its Affiliates, any right to have a jury participate in resolving any litigation, whether sounding in contract, tort, equity or otherwise, between Polaris or CDF or any of their respective Affiliates arising out of, connected with, related to or

incidental to the relationship established between them in connection with this Agreement or the other Definitive Agreements. Polaris and CDF each agree that any litigation shall be resolved in a bench trial without a jury.

6.5 *Entire Agreement.* This Agreement, together with the other Definitive Agreements, contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties hereto and their respective Affiliates with respect to this Agreement and the other Definitive Agreements, the subject matter hereof and of the other Definitive Agreements, and the rights, interests, understandings, agreements and obligations of the Parties and their respective Affiliates pertaining to the subject matter thereof and the Partnership, and supersedes any previous agreements between the Parties and their respective Affiliates.

6.6 *Waiver.* No consent or waiver, expressed or implied, by either Party or any of their respective Affiliates to or of any breach or default by the other Party or any of its Affiliates in the performance by the other Party or any of its Affiliates of its obligations under this Agreement and the other Definitive Agreements to which it is a party shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that Party or any of its Affiliates of the same or any other obligations of that Party or its Affiliates. Failure on the part of either Party or its Affiliates to complain of any act or failure to act on the part of the other Party or its Affiliates or to declare the other Party or its Affiliates in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party or its Affiliates of its rights under this Agreement or the other Definitive Agreements.

6.7 *Severability.* If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of the provisions to other persons or circumstances shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

6.8 *Expenses Incurred in the Formation of the Partnership.* All disbursements for (a) qualification to do business and fictitious name filings contemplated by Section 1.7, and (b) repossession insurance, related inventory insurance and single interest insurance contemplated by Section 1.8(b) that are incurred by the Parties in connection with the formation of the Partnership shall be charged by the Parties to the Partnership. All other fees, charges and expenses incurred by the Parties in connection with the formation of the Partnership and the transactions contemplated hereby (including all related legal fees) shall be borne by the Party incurring them.

6.9 *Binding Agreement, Assignments.* This Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither Party hereto shall be permitted to assign its rights and obligations hereunder without the prior written consent of the other Party. Whenever a reference to any party or Party is made in this Agreement, such reference shall be deemed to include a reference to the successors and permitted assigns of that party or Party.

6.10 *No Third-Party Beneficiaries.* This Agreement is for the sole and exclusive benefit of the Parties, and it shall not be deemed to be for the direct or indirect benefit of the customers of either Party (or any of its Affiliates) or any other person.

6.11 *Disclaimer of Agency.* This Agreement shall not constitute either Party (or any of its Affiliates) as a legal representative or agent of the other Party (or any of its Affiliates), nor shall a Party (nor any of its Affiliates) have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against or in the name or on behalf

of the other Party (or any of its Affiliates) or the Partnership, unless otherwise expressly permitted by such Party, and except as expressly provided in any of the Definitive Agreements.

6.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6.13 *Headings.* The headings in this Agreement are inserted for convenience only and are not to be considered in the interpretation or construction of the provisions hereof.

6.14 *Amendments.* This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by the Parties and by person who is then a Partner of the Partnership.

6.15 *Publicity.* Neither Polaris nor CDF nor any of their respective Affiliates shall make any public announcement or other disclosure to the press or public regarding this Agreement or the Partnership or any matter related hereto or thereto, unless Polaris and CDF mutually agree to make an announcement in a form that both Parties have approved. Notwithstanding the foregoing, to the extent a Party (or its Affiliate) is required by law or the rules of a national securities exchange applicable to such Party (or such Affiliate) to make a public announcement regarding this Agreement or the Partnership or any matter related hereto or thereto, then such Party (or such Affiliate) may make a public announcement in order for such Party (or such Affiliate) to duly comply with such law or rule; provided that such Party (or such Affiliate) gives notice to the other Party of such public announcement promptly upon such Party (or such Affiliate) becoming aware of its need to comply with such law or rule, but, in any event, not later than the time the public announcement is to be made.

6.16 *Other Business.* During the continuance of the Partnership, each Party, and each Party's Affiliates, may continue to operate its business in the usual course. Each Party, and each Party's Affiliates (exclusive of Polaris Acceptance), at any time and from time to time, may engage in and pursue other business ventures. Without limiting the scope of the foregoing, each of CDF, CDFJV, Polaris, Manufacturer, PSI, and PAI may pursue other business opportunities (including, without limitation, joint ventures) with no obligation to refer business or offer opportunities to the Partnership or to each other, except as otherwise expressly provided in Sections 1.10 and 6.17 of this Agreement and Section 12.15 of the Partnership Agreement.

6.17 *Exclusivity.*

(a) Polaris covenants and agrees with CDF that, during the term of the Partnership, it will not, and it will not permit Manufacturer, PSI, PAI, Pontoon, Boats, Highwater, or any of its or their Affiliates to, enter into, consummate, or otherwise arrange for any joint venture, business combination, contractual arrangement, partnership, or other legal or business relationship with any other person or entity for the purpose (whether exclusive, primary or otherwise) of operating, during any period prior to the termination of this Agreement and the dissolution of the Partnership, a commercial finance business and related finance businesses supporting (i) the domestic sales of Polaris Product (other than Excluded Products) to some or all Polaris Commercial Customers (other than the Excluded Dealers) or otherwise providing inventory financing (including, without limitation, floorplan financing) to Polaris Commercial Customers (other than the Excluded Dealers) for Polaris Product (other than Excluded Products), (ii) domestic sales of products manufactured and/or distributed from time to time by manufacturers and distributors other than Polaris Entities and/or any of their Affiliates, including, without limitation, Alcom, LLC, to Polaris Commercial Customers (other than the Excluded Dealers), and (iii) such other businesses in such geographic areas as the Parties have agreed the Partnership will support; provided, in each of clauses (ii) and (iii), that the Partners or

the Management Committee has unanimously approved the financing of such sales or other businesses.

(b) If Polaris or any of its Affiliates acquire the assets or stock of any business which involves a new line or lines of business relating to, including the manufacture or distribution of, products which, prior to such acquisition, Polaris or any of its Affiliates did not previously manufacture or distribute, Polaris shall present such new Polaris Product business for evaluation and financing by the Partnership in accordance with the provisions of Section 12.15 of the Partnership Agreement. Polaris acknowledges and agrees that its agreement set forth in this Section 6.17 is a material inducement for CDF to enter into, and continue performing under, this Agreement.

(c) Commencing on the Effective Date, Polaris shall begin to transition the Marine Portfolio Products business for financing by the Partnership as soon as reasonably practicable following the Effective Date. For the avoidance of doubt, as of the Effective Date, Marine Portfolio Products are not Excluded Products.

6.18 *Technology*. Any processes, techniques, hardware, software, copyrights, patents, practices or other intellectual property which are owned or used by either Party (or, in the case of Polaris, Manufacturer, PSI, PAI, Pontoon, Boats or Highwater or, in the case of CDF, CDFJV), and used by such Party (or Manufacturer, PSI, PAI, Pontoon, Boats or Highwater, or CDFJV, as appropriate) in the performance of its obligations under this Agreement, the Partnership Agreement or the other Definitive Agreements and which are proprietary to such Party (or Manufacturer, PSI, PAI, Pontoon, Boats or Highwater, or CDFJV, as appropriate) (collectively, the “**Technology**”) shall be and at all times shall remain the property of such Party (or Manufacturer, PSI, PAI, Pontoon, Boats or Highwater, or CDFJV, as appropriate), and the Partnership shall not have any interest in such Technology, except to the extent expressly provided to the contrary in one or more of the Definitive Agreements, and except that, in connection with either (i) the purchase or other assumption by PAI or any of its Affiliates of the entire partnership interest of CDFJV in the Partnership pursuant to the terms of the Partnership Agreement, or (ii) any dissolution of the Partnership other than a dissolution pursuant to Section 8.3 (with respect to PAI or any of its Affiliates) of the Partnership Agreement or Section 8.4 (with respect to PAI or any of its Affiliates) of the Partnership Agreement, CDFJV and CDF shall be deemed to have automatically granted to the Partnership and PAI a perpetual, royalty-free, non-exclusive license to use all such Technology owned or used by CDFJV or CDF (but exclusive of Technology consisting of System Technology) in connection with the conduct of the business of the Partnership; provided that such license shall extend to Technology owned or used by CDFJV or CDF only to the extent that CDFJV or CDF is the owner of such Technology or (with respect to all such Technology not owned by CDFJV or CDF) has the legal right to grant to the Partnership and PAI such a license. To the extent that CDFJV or CDF has the legal right to permit an assignment of such license by the Partnership or PAI, such license shall be assignable by each of the Partnership and PAI to Polaris or any Affiliate of Polaris in the sole discretion of the Partnership or PAI, as appropriate. For purposes hereof, “**System Technology**” shall mean the hardware and software (including, without limitation, the operating system software, the source code and the machine code, and including software owned by CDF and its Affiliates and third party licensed software used in connection with the System Technology or the services provided under the CDF Services Agreement) used by CDF and its Affiliates to provide the services under the CDF Services Agreement (which software may be identified by CDF as being confidential or subject to a copyright pursuant to a notice to such effect disclosed when accessing CDF’s computer system), together with all written manuals and other documentation for system use (which are internally written or produced by CDF or an Affiliate or licensed to CDF or an Affiliate), diagnostic processes, security procedures, file arrays, database systems, processing procedures, program logic, data manipulation formats and data manipulation and processing routines (including, but not limited to, (a) internal programming processing logic, (b) software

logic, software formatting and software sequencing for (i) invoice purchasing, (ii) cash application, (iii) invoice purchase approval, (iv) the development and use of rates and terms, (v) credit underwriting, (vi) portfolio control, and (vii) floorcheck collateral verifications, and (c) third-party licensed products, but excluding system generated reports, forms of billing statements, forms of transaction statements and any information not subject to copyright (provided such information is not otherwise proprietary to CDF or its Affiliates) or which is not otherwise proprietary to CDF or its Affiliates) related to such hardware and software, as such may be modified, expanded or superseded from time to time. Except as expressly described in this Section 6.18, under no circumstances shall a Party or any of its Affiliates have any interest in the Technology of the other Party and its Affiliates by virtue of this Agreement or as a result of the formation and operation of the Partnership.

Any Technology developed in connection with the operation of the Partnership, which relates to services provided by CDF or PAI, respectively, shall be deemed to be the property of CDF or PAI, respectively, and such Technology shall not be deemed property of the Partnership; provided, however, that if such Technology is developed for use with the Partnership at the request of the Partnership, or if substantially all of the cost of developing such Technology is paid by the Partnership, then (subject to the last sentence of this Section 6.18) CDF or PAI, as appropriate, shall permit the Partnership to replicate for its own use such Technology, and such replicated Technology shall be deemed to be property of the Partnership, and the Partnership shall have an independent, perpetual, non-exclusive right to use such replicated Technology. Notwithstanding the foregoing, the Partnership shall be permitted to replicate the Technology only to the extent that CDF or PAI, as appropriate, is the owner of such Technology or (with respect to all such Technology not owned by CDF or PAI, as appropriate) has the legal right to permit the Partnership to replicate such Technology.

6.19 *Tradenames.* Subject to the terms of the License Agreement, neither Party shall obtain any rights in any tradename of the other Party or any of its Affiliates by virtue of this Agreement or as a result of the formation and operation of the Partnership. Upon dissolution of the Partnership, PAI shall succeed to the name “Polaris Acceptance” and neither CDF nor CDFJV shall have any rights thereto, except that CDF shall continue to be able to use the name “Polaris Acceptance” in connection with the liquidation of the PA Run-off Accounts (as defined in the CDF Services Agreement), and except that CDF shall continue to be able to use the name “Polaris Acceptance” to the extent provided in Section 8.12 of the Partnership Agreement.

6.20 *Survival.* The provisions of Article III, Article IV, Article V, Section 6.3, Section 6.4, Section 6.8, Section 6.15 and Section 6.18 regarding confidentiality, indemnification, dispute resolution, governing laws and jurisdiction, waiver of jury trial, expenses, publicity and Technology shall survive any termination of this Agreement.

6.21 *Amendment and Restatement.* This Agreement amends, restates and supersedes the Second Amended Agreement in its entirety effective as of the Effective Date. Prior to the Effective Date, the Second Amended Agreement shall remain in full force and effect. The parties to this Agreement agree that this Agreement is not intended to and shall not constitute a novation, cancellation, extinguishment, payment or satisfaction of any of the obligations of either party under or pursuant to the Second Amended Agreement.

6.22 *Fees Relating to the Partnership Agreement.*

(a) In connection with, and as consideration for, the execution and delivery of the Third Amended Partnership Agreement, CDF paid to Polaris a one-time program renewal

consideration fee in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) (the “**2019 Program Renewal Fee**”), subject in all respects to this Section 6.22.

(b) In connection with, and as consideration for, the execution and delivery of the Partnership Agreement, CDF agrees to pay Polaris a one-time program consideration fee in the amount of Six Million Dollars (\$6,000,000) (the “**2024 Program Fee**”) by wire transfer of immediately available funds to Polaris’ account as Polaris may designate within three (3) Business Days after the later of (i) the date on which all of the 2024 Amendments have been fully executed and delivered by the parties thereto, or (ii) the Effective Date, subject, in either case, to the following terms and conditions: (x) there has been full execution and delivery of all 2024 Amendments by the parties thereto, and (y) all Definitive Agreements are still in effect on the date the 2024 Program Fee is payable and that no notice of termination of any of the Definitive Agreements has been given by any party thereunder prior to or on such date.

(c) If the Partnership (i) is dissolved at the election of CDFJV pursuant to Section 8.1(a) or (b) of the Partnership Agreement and PAI is the Defaulting Partner with respect to the Event of Default (as such terms are defined in the Partnership Agreement) giving rise to such election to dissolve the Partnership, or (ii) is dissolved at the election of PAI under Sections 8.3, 8.4, 8.5, or 8.6 of the Partnership Agreement, Polaris shall, on the Termination Effective Date, reimburse CDF an amount equal to the Unamortized Portion of the Program Fees as of the Termination Effective Date by wire transfer of immediately available funds to such of CDF’s accounts as CDF may designate. The obligation of Polaris to reimburse CDF is to compensate CDF for its damages, and as partial liquidated damages, arising solely in connection with, and limited to, the payment by CDF of the Program Fees, and not as a penalty. The reimbursement obligation set forth in this Section 6.22(c) does not limit or restrict CDF or CDFJV in connection with any breach, default or Event of Default under or pursuant to this Agreement, the Partnership Agreement or any other Definitive Agreement, and both CDF and CDFJV shall continue to have the right to seek damages with respect to any matter other than the payment of the Program Fees, including any matter arising out of or in connection with any of the Definitive Agreements or by law, in connection with or as a result of a breach, default or Event of a Default under or pursuant to this Agreement, the Partnership Agreement or any other Definitive Agreement by Polaris or PAI or in the event that the Partnership is terminated or dissolved earlier than as otherwise provided herein or under the terms of the Partnership Agreement on account of a breach or default or Event of Default under or pursuant to this Agreement, the Partnership Agreement or any other Definitive Agreement by Polaris or PAI. Nothing contained herein shall be interpreted as creating or establishing any additional right or rights of termination or dissolution on behalf of either PAI or CDFJV.

(d) As used herein:

“**2024 Amendments**” means the following agreements: (i) the Manufacturer’s Repurchase Agreement (as such term is defined in the Partnership Agreement), (ii) the Program Letters (as such term is defined in the Partnership Agreement), (iii) this Agreement, and (iv) the Partnership Agreement.

“**Program Fees**” means the 2019 Program Renewal Fee, and the 2024 Program Fee, collectively.

“**Termination Effective Date**” means (i) with respect to a dissolution referenced in Section 6.22(c)(i) above, the date of the Event of Default giving rise to such dissolution, and (ii) with respect to a dissolution referenced in Section 6.22(c)(ii) above, the date in which written notice of the dissolution is given by PAI to CDFJV.

“Unamortized Portion of the Program Fees” means:

- (i) during the period beginning on the Effective Date and ending on February 28, 2025, \$6,500,000,
- (ii) during the period beginning on March 1, 2025, and ending on August 31, 2025, \$4,250,000,
- (iii) during the period beginning on September 1, 2025, and ending on February 28, 2026, \$3,500,000,
- (iv) during the period beginning on March 1, 2026, and ending on July 31, 2026, \$2,000,000,
- (v) during the period beginning on August 1, 2026, and ending on February 27, 2027, \$1,250,000, and
- (vi) during the period on or after February 28, 2027, \$0.

[Remainder of page blank]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of February 7, 2024, and is effective as of, the Effective Date.

POLARIS INC., a Minnesota corporation

By: /s/ John Springer

Name: John Springer

Title: Vice President

WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC

By: /s/ Laura Early

Name: Laura Early

Title: Senior Securitization Officer and Treasurer

**FOURTH AMENDED AND RESTATED
PARTNERSHIP AGREEMENT**

between

POLARIS ACCEPTANCE INC.

and

CDF JOINT VENTURES, LLC

Effective as of July 1, 2024

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FOURTH AMENDED AND RESTATED
PARTNERSHIP AGREEMENT

THIS FOURTH AMENDED AND RESTATED PARTNERSHIP AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is executed as of February 7, 2024, and effective as of July 1, 2024 (the “**Effective Date**”), between POLARIS ACCEPTANCE INC., a Minnesota corporation (“**PAI**”), and CDF JOINT VENTURES, LLC, a Delaware limited liability company (“**CDFJV**”). Certain capitalized terms used herein are defined as set forth in Article XIII hereof.

RECITALS

The following recitals are a material part of this Agreement:

A. PAI and CDFJV desired to organize a general partnership under the laws of the State of Illinois for the ownership and operation of a commercial finance business and related finance businesses within the United States and other countries supporting the business of PAI’s Affiliates, Polaris Inc., a Delaware corporation (“**PII**”), Polaris Industries Inc., a Delaware corporation (“**Manufacturer**”), and Polaris Sales Inc., a Minnesota corporation (“**PSI**”, and together with PAI, PII, Manufacturer and the Marine Portfolio Entities (as defined herein) are referred to collectively as “**Polaris**”) and their respective Affiliates from time to time and such other businesses as the Parties subsequently may agree (such partnership, conducting such business, “**Polaris Acceptance**”, “**PA**” or the “**Partnership**”) and, in furtherance thereof, PAI and CDFJV entered into that certain Partnership Agreement, dated as of February 7, 1996 and in effect as of March 1, 1996, as amended through February 28, 2011 (the “**Original Agreement**”). On February 28, 2011, PAI and CDFJV entered into that certain Amended and Restated Partnership Agreement, as amended through June 1, 2014 (the “**First Amended Agreement**”), which had the effect of amending and restating the Original Agreement in its entirety. On June 1, 2014, PAI and CDFJV entered into that certain Second Amended and Restated Partnership Agreement, as amended through August 1, 2019 (the “**Second Amended Agreement**”), which had the effect of amending and restating the First Amended Agreement in its entirety. On August 1, 2019, PAI and CDFJV entered into that certain Third Amended and Restated Partnership Agreement, as amended (the “**Third Amended Agreement**”), which had the effect of amending and restating the Second Amended Agreement in its entirety; and

B. PAI and CDFJV desire to amend and restate the Third Amended Agreement in its entirety as set forth herein;

NOW THEREFORE, in consideration of the premises, recitals and mutual covenants, undertakings and obligations hereinafter set forth or referred to herein, the Parties mutually covenant and agree as follows:

ARTICLE I
The Partnership

1.1 *Formation of a Partnership.* PAI and CDFJV formed POLARIS ACCEPTANCE, an Illinois general partnership, effective March 1, 1996, as a general partnership for the limited

purposes and scope set forth in this Agreement. PAI and CDFJV are sometimes referred to in this Agreement collectively as “**Partners**” or “**Parties**” and individually as a “**Partner**” or a “**Party**.”

Except as otherwise expressly provided in this Agreement, the rights and obligations of the Partners and the administration and dissolution of the Partnership shall be governed by the Illinois Uniform Partnership Act. A Partner’s interest in the Partnership (such Partner’s “**Partnership Interest**” and all such interests in the Partnership, the “**Partnership Interests**”) shall be deemed personal property for all purposes. All interests in real and other property owned by the Partnership shall be deemed owned by the Partnership as an entity, and neither Partner, individually, shall have any ownership interest in such property.

1.2 *Purposes and Scope of the Partnership.* The purpose of the Partnership is limited strictly to the ownership and operation of a commercial finance business and related finance businesses supporting:

(i) the domestic sales of Polaris Product to some or all of the Polaris Commercial Customers, (A) unless the Management Committee makes a unanimous determination with respect to a Polaris Product that the Partnership should not provide inventory financing for such Polaris Product (such determination to be made after the disclosure to the Management Committee by each Partner of any legal prohibitions or limitations in connection with such financing known to it), then such Polaris Product shall be excluded from the financing activities of the Partnership until the Management Committee makes a unanimous determination not to continue such exclusion (such excluded Polaris Products, if any, the “**Excluded Products**”), or (B) other than with respect to (1) the Polaris Commercial Customers which are listed on Schedule 2 to this Agreement, or (2) other Polaris Commercial Customers with respect to which the Management Committee makes a unanimous determination that the Partnership should not provide inventory financing to such Polaris Commercial Customers, then, in each case, such Polaris Commercial Customers shall be excluded from the financing activities of the Partnership as well as the provisions of Section 12.15 below, until the Management Committee makes a unanimous determination not to continue such exclusion (such excluded Polaris Commercial Customers, if any, the “**Excluded Dealers**”);

(ii) domestic sales of products manufactured and/or distributed from time to time by manufacturers and distributors other than Polaris and/or any of their Affiliates, including, without limitation, Alcom, LLC, to domestic dealers and distributors of Polaris and/or any of their Affiliates;

(iii) domestic purchases (or trade-ins) of used products manufactured and/or distributed from time to time by manufacturers and distributors other than Polaris and/or any of their Affiliates; and

(iv) such other businesses in such geographic areas as the Parties subsequently may agree;

provided, in each of clauses (ii), (iii), and (iv), that the Partners or the Management Committee has unanimously approved the financing of such sales, purchases (or trade-ins), or other businesses. For the avoidance of doubt, as of the Effective Date, Marine Portfolio Products are not Excluded Products.

The Partnership may engage in any and all activities as are reasonably incidental to the foregoing, including, without limitation, collection activities and bringing suits in connection with such collection activities, provided however that the Partnership engages only in activities in which a national bank is permitted to engage under laws and regulations applicable to a national bank. In connection with the foregoing the Partnership initially adopted all of CDF's customary credit, operational and other policies and procedures, except to the extent otherwise Approved by the Management Committee. These purposes shall not be extended by implication or otherwise except by a written agreement signed by the Partners. Except as otherwise expressly provided in the Definitive Agreements, including without limitation in Section 1.10 and Section 6.17 of the Joint Venture Agreement and Section 12.15 of this Agreement, and without limiting the generality of Section 12.10 hereof, nothing in this Agreement shall be deemed to restrict in any way the freedom of a Partner or any of its Affiliates (other than Polaris Acceptance), to conduct any other business or activity whatsoever, without any accountability to the Partnership or to the other Partner.

1.3 *Name of the Partnership.* The name of the Partnership is "**Polaris Acceptance**", or any other such name as may hereafter be Approved by the Management Committee.

1.4 *Term.*

(a) The term of the Partnership began on March 1, 1996 and, unless sooner dissolved and terminated under the provisions of this Agreement (including, without limitation, the provisions of Section 1.4(b) below), shall continue until the Last Day of the Initial Term (such term, the "**Initial Term**") or, if applicable, the last day of an additional term or an Extended Term, and thereafter shall be extended automatically for additional one year terms unless during the 90-day period prior to the then-scheduled Renewal Notice Date for the term of the Partnership either Partner gives notice to the other Partner of its intention not to extend the term, in which event the Partnership shall dissolve in accordance with the terms of this Agreement upon the scheduled expiration of the then current term of the Partnership, except as otherwise provided in Sections 3.2 and 3.3. If either Partner gives notice to the other Partner at least 90 days prior to a Renewal Notice Date of its intention to extend the term for an additional five year term (such term, an "**Extended Term**") and the other Partner agrees in writing to such Extended Term prior to such Renewal Notice Date, then the Partnership shall continue for such Extended Term until the last day thereof, subject to automatic extensions pursuant to the foregoing sentence. If the other Partner does not so agree in writing to such Extended Term, the term of the Partnership shall nevertheless be extended automatically for additional one-year terms pursuant to the first sentence of this Section 1.4(a) unless a Partner gives notice to the other Partner of its intention not to extend the term during the periods set forth above for such notice. For the avoidance of doubt, if the Parties have agreed to an Extended Term prior to a scheduled Renewal Notice Date, the "then-scheduled Renewal Notice Date" referenced above, means the new Renewal Notice Date for the agreed Extended Term, and the "scheduled expiration of the then current term of the Partnership" referenced above means the scheduled expiration of the agreed Extended Term.

(b) If the term of the Partnership is terminated pursuant to Section 1.4(a) above as a result of a notice given by PAI to CDFJV of PAI's intention not to extend the term of the Partnership (and regardless of whether such notice is given with respect to termination as of the Last Day of the Initial Term, or at the end of any additional term or Extended Term), and the value of the Securitized Receivables existing on the date of such notice equals or exceeds \$500,000,000, PAI shall pay to CDFJV, on the last day of the term, a

termination fee of \$350,000 (the “**Termination Fee**”). The Termination Fee shall be earned by CDFJV on the date upon which such notice is given.

1.5 *Principal Place of Business.* The principal place of business of the Partnership shall be at:

10 South Wacker Drive
Chicago, IL 60606

If Approved by the Management Committee, the principal place of business of the Partnership may be changed to any other address in Illinois. The Partnership also shall have an office at the following address, or at any other address or addresses as may be Approved by the Management Committee:

c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340

1.6 *Powers of the Partnership.* Subject to the restrictions set forth in this Agreement, the Partnership shall have the power to exercise all the powers and privileges granted by this Agreement and by law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the purposes of the Partnership.

1.7 *Fictitious Certificate; Foreign Qualifications. Subject.* Subject to Section 1.7 of the Joint Venture Agreement, the Partners and the Partnership shall duly sign and cause to be filed, and where required published, such fictitious business name statements and such applications to qualify as foreign entities as may be required under applicable law in connection with the formation and operation of the Partnership.

ARTICLE II

Capital Contributions and Other Obligations

2.1 *Capital Contributions of the Partners.* On March 1, 1996, concurrently with the formation of the Partnership, PAI and CDFJV contributed as the initial capital of the Partnership the following amounts in cash: (i) in the case of PAI, an amount equal to 3.75% of the aggregate accounts receivable (exclusive of reserves, if any) contributed by CDF to the Partnership upon formation of the Partnership, as contemplated by Section 2.5 hereof, and (ii) in the case of CDFJV, an amount equal to 11.25% of the aggregate accounts receivable (exclusive of reserves, if any) contributed by CDF to the Partnership upon formation of the Partnership, as contemplated by Section 2.5 hereof. PAI subsequently exercised its option pursuant to the Original Agreement to increase its equity share in the Partnership to 50%, and PAI made a corresponding capital contribution.

2.2 *Additional Capital Contributions.* Each Partner shall be required to make an additional capital contribution to the Partnership from time to time in an amount sufficient to increase and/or maintain such Partner’s Capital Account (a) in the case of CDFJV, to an amount equal to CDFJV’s then current Partnership Interest multiplied by the Required Equity Percentage of Base Capital, and (b) in the case of PAI, to an amount equal to PAI’s then current Partnership Interest multiplied by the Required Equity Percentage of Base Capital; the above amounts to be based on Base Capital determined each month as of the end of such month (in each case, an “**Additional Capital Contribution**”). Such Additional Capital Contributions shall be determined

and made (x) as of the end of each month during the term of the Partnership, or (y) if Approved by the Management Committee, more often, which Additional Capital Contributions shall be made within five Business Days of receiving notice from the Partnership of any such increase. All Additional Capital Contributions shall be made in cash by wire transfer of immediately available funds to Polaris Acceptance's cash depository account or to such other account of Polaris Acceptance as shall be Approved by the Management Committee from time to time. The Partners hereby agree that the Partners or the Management Committee, may quarterly, or more frequently as the Partners or the Management Committee may determine, modify the Required Equity Percentage to such percentage as the Partners or the Management Committee, if such agreement is Approved by the Management Committee, agree is necessary to reflect an appropriate level of equity; provided, however, that following the occurrence of a Withdrawal Date, the level of Required Equity Percentage shall be reviewed by the Management Committee at least monthly and the Partners or the Management Committee, if such agreement is Approved by the Management Committee, may, on a monthly basis following the occurrence of a Withdrawal Date, agree to adjust the level of the Required Equity Percentage. The requirement of each Partner to maintain sufficient funds in its Capital Account shall continue through the liquidation and/or wind-down and dissolution of the Partnership as specified in Article VIII hereof.

2.3 *Capital Accounts.* An individual capital account (a "**Capital Account**") shall be maintained for each Partner. At any time, the balance in a Partner's Capital Account shall equal its initial capital contribution made pursuant to Section 2.1, as modified as follows:

- (a) increased by additions to capital by or for the account of that Partner pursuant to Section 2.2;
- (b) increased by additions to capital by PAI pursuant to PAI's exercise in January 1997 of its option to increase its Partnership Interest to 50%;
- (c) increased by any Profits allocated to such Partner under Section 6.1;
- (d) decreased by all distributions to or for the account of such Partner under Section 6.1 or Section 2.4; and
- (e) decreased by any Losses allocated to such Partner under Section 6.2.

2.4 *Return of Capital.* It generally is the expectation that capital contributions will not be returned to the Partners during the term of the Agreement except to the extent contemplated by Section 6.1. However, with the prior written consent of all of the Partners, part or all of the capital may be returned to the Partners on a pro rata basis based upon each such Partner's Partnership Interest.

2.5 *Contribution of Financing Business.* CDFJV caused its Affiliate, CDF, pursuant to the terms of the Contribution Agreement, to contribute to the Partnership its portfolio of commercial finance business supporting the business of Polaris. Such contribution occurred on March 1, 1996, concurrently with the making by the Partners of the contributions to capital of the Partnership pursuant to Section 2.1. The Partnership made an equalization payment to CDF for such contribution in accordance with the terms of the Contribution Agreement in order to maintain the Partners' respective initial capital contributions at levels proportional to each Partner's respective initial Partnership Interest.

2.6 *Establishment of Reserves.* The Partners acknowledge and agree that the Management Committee has established and will establish appropriate levels of general reserves for the Partnership and that such general reserves have been and will be funded either (i) by

direct cash payments to be made by the Partners to the Partnership in accordance with their respective Partnership Interests or (ii) by allocating a portion of the earnings of the Partnership during the first six months following the formation of the Partnership to the creation of such general reserves.

2.7 *Securitization.*

(a) The Partnership has sold and may continue to sell, from time to time, certain eligible Receivables and related security to a Securitization Facility. CDFJV, in its capacity as a Partner, shall have sole discretion to determine whether or not the Partnership shall transfer any Receivables to a Securitization Facility and to determine the timing, terms and conditions upon which any such transfer is made; provided, however, that any such Securitization Transaction shall be on terms and conditions customary in the industry for securitizations of similar size, type, asset class and market (it being agreed that any terms or conditions required by any investment bank underwriting or placing the securities being offered in connection with such Securitization Transaction, a party purchasing securities in a private Securitization Transaction, or by any rating agency rating such securities shall be deemed customary). Upon the reasonable request by any Member of the Management Committee, Company shall provide copies or other information relating to any such Securitization Transaction or Securitization Facility. In connection with the transfer of any Receivables to a Securitization Facility, the Partners will use commercially reasonable efforts to cause the sales price of such Receivables as set forth in any Receivables Sale Agreement to be calculated in a manner consistent with the definition of Fair Market Value (as set forth in this Agreement); provided that the Partners acknowledge that the terms of each such Receivables Sale Agreement shall govern all sales of Receivables thereunder, including, without limitation, the sales price of the Receivables sold thereunder. The determination of "Fair Value" as used in any such Receivables Sale Agreement, shall be determined as of the end of the calendar month within which such transfer occurs. The Partners agree to cause the Partnership to cooperate with any servicer under any Securitization Facility with respect to the enforcement of any agreements, instruments, contracts or other documents creating, evidencing, governing, securing or otherwise relating to a Securitized Receivable, including, but not limited to, the Manufacturer's Repurchase Agreement.

(b) PAI may, by prior written notice, delivered not later than the Required Withdrawal Notice Date, delivered to CDFJV, either require that the Partnership not enter into any new Securitization Transaction and/or cease selling Receivables to a particular existing Securitization Facility, in both cases, effective as of the date specified in such notice (the "***Withdrawal Date***"). The Partnership shall cease selling Receivables on such Withdrawal Date if and only to the extent that such action would not result in a reduction, withdrawal or downgrading of the then current ratings by any rating agency of any securities issued in connection with such Securitization Facility and otherwise complies with any so-called "Rating Agency Condition" or other similar requirement relating to maintenance of ratings set forth in the documents governing such Securitization Facility.

ARTICLE III Ownership

3.1 *Partnership Interests.* The Partnership Interest of each Partner as of the Effective Date is as follows:

PAI - 50%
CDFJV - 50%

3.2 *PAI Purchase Option Effective at End of the Initial Term of the Partnership or Upon Subsequent End of Term.*

(a) PAI shall have the option to purchase all of CDFJV's Partnership Interest (the "**PAI Purchase Option**") on the terms as are hereinafter described, which option shall be exercisable upon written notice to CDFJV (i) concurrently with, or at any time after, PAI's notice to CDFJV of its intention not to extend the term as permitted under Section 1.4(a) (but not later than the Renewal Notice Date) or (ii) during the 30-day period following notice given by CDFJV as permitted under Section 1.4(a) of its intention not to extend the term. Any exercise by PAI of the PAI Purchase Option pursuant to this clause (a) above shall take precedence over any election not to renew the term of the Partnership.

(b) Upon PAI's exercise of the PAI Purchase Option as set forth above and the payment in full to CDFJV therefor in accordance with the terms set forth in Section 3.2(c), then on the scheduled expiration of the then current term of the Partnership (the "**Purchase Option Closing Date**"), PAI (and, if applicable as described below, its Affiliate) shall have 100% ownership of all of the Partnership Interests and shall have the right to manage the affairs of the Partnership as it may deem appropriate in its sole discretion and any Definitive Agreements shall terminate, except those provisions of such Definitive Agreements whereby any party is obligated to indemnify another party, and any provisions of such Definitive Agreements which expressly survive any termination of the Definitive Agreements. For the avoidance of doubt, if the Parties have agreed to an Extended Term prior to a scheduled Renewal Notice Date, the "Renewal Notice Date" referenced under clause (a) above means the new Renewal Notice Date for the agreed Extended Term, and the "scheduled expiration of the then current term of the Partnership" referenced in the preceding sentence means the scheduled expiration of the agreed Extended Term. Upon PAI's exercise of the PAI Purchase Option, (i) CDFJV shall cease selling Receivables into a Securitization Facility (if Receivables are then still being sold into a Securitization Facility) and (ii) if CDF or any Affiliate thereof has a written commitment from PAI or any Affiliate thereof to continue to act as servicer of the Receivables after the Purchase Option Closing Date, CDFJV shall use its commercially reasonable efforts to effect a withdrawal of the dealer accounts that had previously been designated as included in such Securitization Facility from further participation in such Securitization Facility, but only if and to the extent that such withdrawal or removal of such dealer accounts would not result in a reduction, withdrawal or downgrading of the then current ratings by any rating agency of any securities issued in connection with such Securitization Facility and otherwise complies with any so-called "Rating Agency Condition" or other similar requirement relating to maintenance of ratings set forth in the documents governing such Securitization Facility.

(c) The PAI Purchase Option shall be exercisable in full but not in part. The PAI Purchase Option shall not be assignable by PAI, except to any wholly-owned subsidiary of PII and provided that PAI shall remain fully liable with respect to the obligations of any such assignee to pay the exercise price. The exercise price for the PAI Purchase Option shall be equal to the sum of (i) the aggregate Capital Account of CDFJV calculated as of the Purchase Option Closing Date, plus (ii) an amount equal to one-half (1/2) of the aggregate general reserves established for the Partnership and in existence as of such time. On the Purchase Option Closing Date, CDFJV shall execute such transfer documents to evidence the transfer of CDFJV's Partnership Interest to PAI as PAI shall reasonably request against payment of the exercise price, and PAI shall make payment in full in cash directly to CDFJV. Such payments shall be made by wire transfer of immediately available funds to an account designated by CDFJV.

3.3 *CDFJV Purchase Option Effective at End of the Initial Term of the Partnership or Upon Subsequent End of Term.*

(a) If, and only if, either (x) PAI gave notice to CDFJV of its intention not to extend the term pursuant to Section 1.4(a) and PAI did not exercise the PAI Purchase Option within the time specified in Section 3.2(a)(i) above, or (y) PAI shall have failed to exercise the PAI Purchase Option during the given exercise period following CDFJV's notice to PAI of its intention not to extend the term pursuant to Section 3.2(a)(ii) above (the date on which the notice pursuant to clause (x) is received or the first day to occur after the exercise period shall have lapsed without the PAI Purchase Option having been exercised under such circumstances pursuant to clause (y)), the "**No Exercise Date**", CDFJV shall have the option, at such times as are hereinafter described, to purchase all of PAI's Partnership Interest (the "**CDFJV Purchase Option**"). In order to exercise the CDFJV Purchase Option, CDFJV shall give written notice to PAI of such exercise on or after the first Business Day following the relevant No Exercise Date, but in no event later than the date which is 30 days thereafter. Any exercise by CDFJV of the CDFJV Purchase Option pursuant to this clause (a) shall take precedence over any election not to renew the term of the Partnership.

(b) Upon CDFJV's exercise of the CDFJV Purchase Option as set forth above and the payment in full to PAI therefor in accordance with the terms set forth in Section 3.3(c), then on the Purchase Option Closing Date, CDFJV (and, if applicable as described below, its Affiliate) shall have 100% ownership of all of the Partnership Interests and shall have the right to manage the affairs of the Partnership as it may deem appropriate in its sole discretion and any Definitive Agreements shall terminate, except those provisions of such Definitive Agreements whereby any party is obligated to indemnify another party, and any provisions of such Definitive Agreements which expressly survive any termination of the Definitive Agreements.

(c) The CDFJV Purchase Option shall be exercisable in full but not in part. The CDFJV Purchase Option shall not be assignable by CDFJV except to any Affiliate of CDFJV. The exercise price for the CDFJV Purchase Option shall be equal to the sum of (i) the aggregate Capital Account of PAI calculated as of the Purchase Option Closing Date, plus (ii) an amount equal to one-half (1/2) of the aggregate general reserves established for the Partnership and in existence as of such time. On the Purchase Option Closing Date, PAI shall execute such transfer documents to evidence the transfer of PAI's Partnership Interest to CDFJV as CDFJV shall reasonably request against payment of the exercise price, and CDFJV shall make payment in full in cash directly to PAI. Such payment shall be made by wire transfer of immediately available funds to an account designated by PAI. In connection with any exercise of the CDFJV Purchase Option, the Partnership shall assign to CDFJV all contracts with dealers, distributors and Polaris and their Affiliates to which the Partnership is party, CDFJV shall promptly cause the Partnership to change its name so as not to include "Polaris" in the name, and CDFJV agrees not to do business under the name "Polaris Acceptance".

3.4 *Retention of Employees in Connection with Exercise of the PAI Purchase Option.* In connection with the exercise of the PAI Purchase Option, PAI shall offer employment to all employees of CDFJV or CDF who were dedicated solely to the business and operations of the Partnership on terms substantially comparable to the terms of such employees' employment with CDFJV or CDF.

ARTICLE IV **Management of the Partnership**

4.1 *The Management Committee.* The business and affairs of the Partnership shall be managed by a committee (the "**Management Committee**"). All decisions concerning the management and control of the Partnership that are approved by the Management Committee in accordance with the terms of this Agreement (any such decisions referred to herein as "**Approved by the Management Committee**") shall be binding on the Partnership and on each of the Partners.

4.2 *Members.* The Management Committee shall be comprised of eight members (the “**Members**”) and each Partner shall have the right to appoint four Members. Each Partner shall designate in writing from time to time its respective representatives on the Management Committee. Each Partner shall have the power to remove any Member of the Management Committee appointed by it by delivering written notice to the Partnership and the other Partner. Vacancies on the Management Committee shall be filled by the Partner which appointed the Member previously holding the position which is vacant. Members of the Management Committee shall receive no compensation from the Partnership for their services, except to the extent the Partnership makes payment for management services under the terms of the Services Agreements.

4.3 *Meetings; Approval.* The Management Committee shall meet at the Partnership’s principal office or at such other place as the Management Committee may determine and at such intervals as the Management Committee may determine, but no less frequently than once each calendar quarter. Each quarterly meeting shall be conducted in person, “face to face”, or telephonically in the event that an in person, “face to face” meeting is impossible or impracticable and shall alternate between Minneapolis and Chicago or such other places as the Management Committee shall determine, unless otherwise Approved by the Management Committee. Special meetings of the Management Committee may be called by any Member upon five days advance notice (which notice may be waived and shall be deemed waived by any Member in attendance), which notice shall include a brief statement of the purpose of such special meeting. The Members of the Management Committee may call a meeting of the Partners upon five days advance notice. The Members of the Management Committee may participate in any meeting of the Management Committee by means of conference telephone or similar communications technology by which all persons participating in the meeting can communicate with each other. The Partners agree to use all reasonable efforts to hold at least two meetings of the Management Committee during each calendar year at a time when all eight Members of the Management Committee can be present in person. The presence in person of at least two Members of the Management Committee appointed by each Partner shall constitute a quorum for the transaction of business at a Management Committee meeting. Except as otherwise provided in Section 4.6, all decisions to be made at a Management Committee meeting shall require a simple majority vote; provided that, in order for any action to be taken, at least one Member appointed by each Partner must cast an affirmative vote for the action. The Management Committee may act without a meeting if the action to be taken is approved in writing by all eight Members of the Management Committee. A Member may provide his or her written consent with a facsimile. The Management Committee shall cause written minutes to be prepared of all actions taken by the Management Committee and shall cause a copy thereof to be delivered to each Member within thirty (30) days thereafter. The failure to deliver minutes, however, with respect to any third party, shall not cause an action of the Management Committee to be invalidated. Each Partner shall bear the expenses incurred by the Members appointed by it in attending any meeting of the Management Committee. Members of the Management Committee may bring guests to the Management Committee meetings; provided that such guests are employees, agents or representatives of the Partners or their Affiliates.

4.4 *Chief Operating Officer.* The Management Committee shall elect a Chief Operating Officer who shall manage the day-to-day operations of the Partnership subject to the direction and control of the Management Committee (the “**COO**”); provided, however, that, if the Management Committee shall at any time be deadlocked and unable to elect the COO, then CDFJV shall have the sole right to select the COO. In such capacity, the COO shall have the following duties and powers:

- (a) to manage generally the Partnership’s day-to-day operations;
- (b) to prepare periodic financial reports;

- (c) to perform his or her duties in compliance with the Partnership's credit, operational, legal and other policies;
- (d) to be responsible for dealer and distributor relations;
- (e) to call special meetings of the Management Committee;
- (f) to coordinate decisions to hire and dismiss personnel dedicated to the operations office or offices of the Partnership with the Partner (and the human resources departments of the Partner) who employs or will employ such personnel; and
- (g) to do such other things and take such other actions as shall be Approved by the Management Committee.

4.5 *Chief Executive Officer.* Upon the request of either Partner made to the Management Committee, the Management Committee shall elect a Chief Executive Officer who shall have responsibility for all marketing programs and marketing efforts of the Partnership, subject to the direction and control of the Management Committee (the "**CEO**"); provided, however, that, if the Management Committee shall at any time be deadlocked and unable to elect the CEO, then PAI shall have the sole right to select the CEO. In such capacity, the CEO shall have the following duties and powers:

- (a) to manage generally the Partnership's marketing efforts;
- (b) to manage and supervise marketing personnel dedicated to the Partnership;
- (c) to perform his or her duties in compliance with the Partnership's credit, operational, legal, marketing and other policies;
- (d) to call special meetings of the Management Committee;
- (e) to hire and dismiss marketing personnel dedicated to the Partnership; and
- (f) to do such other things and take such other actions as shall be Approved by the Management Committee.

4.6 *Management Committee Duties.* The Management Committee shall have sole responsibility for the operation and management of the Partnership and shall have the responsibility to cause the Partnership to operate and to perform its obligations under all agreements to which it is a party. Without limiting the foregoing, the Management Committee shall review the "Free Floorplan Spreads" (as defined in the each of the Program Letters) when required by the terms of the Program Letters. Without the approval of all eight Members of the Management Committee, neither the Partnership, nor any Partner, nor any Affiliate, officer, employee or agent of the Partnership shall do any of the following:

- (a) change the ownership structure of, or organizational form for, the Partnership or change the Partnership Interests of the Partners other than as expressly set forth in this Agreement;
- (b) change the capital contribution scheme set forth in Section 2.2 and Section 2.3;
- (c) return capital contributions other than as set forth in this Agreement;

- (d) change the scheme for allocating and distributing profits and losses and credits set forth in Section 6.1 and Section 6.2;
- (e) change the name of the Partnership from “Polaris Acceptance” or conduct the business of the Partnership under any name other than “Polaris Acceptance”;
- (f) dissolve the Partnership, other than pursuant to Section 1.4, Section 8.3, Section 8.4, Section 8.5, Section 8.6, or Section 8.11;
- (g) initiate any litigation on behalf of the Partnership other than in the ordinary course of the Partnership’s business or to enforce an obligation of a Partner under any Definitive Agreement that is not the subject of an Arbitrable Dispute under such Definitive Agreement;
- (h) permit any capital expenditures by the Partnership;
- (i) permit or cause the Partnership to invest in or acquire other businesses;
- (j) designate a Polaris Product as an Excluded Product (except as otherwise provided in Section 12.15(b)) or remove any Excluded Product designation; and
- (k) change the accounting principles applied to the Partnership’s books and records, except to the extent required by generally accepted accounting principles from time to time in effect.

4.7 *Dispute Resolution.*

(a) If a dispute shall arise between the Parties as to the interpretation of, or the existence or extent of a breach with respect to, any provision contained in this Agreement (but exclusive of Articles IX and XI and Sections 8.10, 8.11, 8.12, 12.3, 12.4, 12.6, 12.15 and 12.16 of this Agreement), or if the Parties shall be unable to agree as to the determination of any accounting matter or other computation expressly contemplated by this Agreement and the other Definitive Agreements, or if all Members representing either Partner fail to attend a regularly scheduled, quarterly Management Committee meeting so as to prevent the presence of a quorum (all such disputes and failures to agree and all such failures to achieve a quorum, the “**Arbitrable Disputes**”), then either Partner may request, by giving written notice to the other Partner, that the President (or other senior executive officer) of PII and CDF (the “**Senior Officers**”) confer within five Business Days regarding the Arbitrable Dispute. The Senior Officers shall confer in good faith and use all reasonable efforts to resolve the Arbitrable Dispute.

(b) If the Senior Officers do not resolve the Arbitrable Dispute within five Business Days after the Arbitrable Dispute has been submitted to them, then the Arbitrable Dispute shall be submitted to arbitration in accordance with the procedures set forth below in this Section 4.7.

(c) A panel of three arbitrators (the “**Panel**”) will be formed no later than ten days after the failure of the Senior Officers to resolve the Arbitrable Dispute. Each Partner will request an accounting firm of its choice to select an arbitrator, which arbitrator may be (but need not be) a member of such accounting firm. The two arbitrators then will choose a third arbitrator who shall not be affiliated in any manner with the Partners. All of the arbitrators shall be generally familiar with the floorplan financing industry.

(d) Except as otherwise provided herein, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The Panel shall allow such

discovery, submissions and hearings as it determines to be appropriate, giving consideration to the Parties' mutual desire for an efficient resolution of the Arbitrable Dispute. After conducting such hearings and reviewing the submissions of the Partners, the Panel shall make its decision with respect to the Arbitrable Dispute. Such decision shall be made within ten days of the formation of the Panel or as soon as practicable thereafter, but in no event later than twenty days after the formation of the Panel. The Panel shall have the authority to award relief under legal or equitable principles and to allocate responsibility for the costs of the arbitration and to award recovery of reasonable attorney's fees and expenses in such manner as is determined to be appropriate. The decision of the Panel shall be in writing accompanied concurrently by a written summary of its conclusions as well as the reasons for such conclusions. A full and complete record and transcript of the arbitration proceeding shall be maintained.

(e) Each Partner shall have five Business Days to object to the Panel's decision, or any part thereof, by written submission made to the Panel and, if deemed appropriate by the Panel, in a hearing. After such objection, the Panel shall have three Business Days to reconsider and modify the decision, which modification, if any, shall be explained in writing. Thereafter, the decision of the Panel shall be final, binding and nonappealable with respect to the Partners and all other Persons, including Persons which have failed or refused to participate in the arbitration process, and shall be reviewable only to the extent provided by law.

(f) The initiation of the dispute resolution procedures in this Section 4.7 shall not excuse either Partner, or any of their respective Affiliates, from performing its obligations hereunder or under any of the other Definitive Agreements or in connection with the transactions contemplated hereby. While the dispute procedure is pending, the Partners and their respective Affiliates shall continue to perform in good faith their respective obligations hereunder and under the other Definitive Agreements, subject to any rights to terminate this Agreement or the other Definitive Agreements that may be available to the Partners or their respective Affiliates.

(g) The provisions of this Section 4.7 shall be the exclusive remedy of the Parties for all Arbitrable Disputes. The terms of this Section 4.7, including this paragraph (g), shall be without prejudice to the rights of either Party to obtain recovery from, or to seek recourse against, the other Party (or otherwise), in such manner as such Party may elect (but subject to Section 12.4 hereof), for all claims, damages, losses, costs and matters other than those related to Arbitrable Disputes.

4.8 *Expenses of the Partnership; Compensation of Partners; Employees.* Except as otherwise provided in this Agreement or the other Definitive Agreements, neither Partner shall be entitled to receive any remuneration for services rendered to the Partnership or to be reimbursed for general administrative and overhead expense. The Partnership shall have no employees.

4.9 *Reimbursement of CEO's and COO's Compensation and Out-of-Pocket Expenses.* All costs associated with the compensation of the CEO and the COO (including, without limitation, salary and benefits) and all out-of-pocket expenses (including, without limitation, fees and costs paid to outside law firms, accountants and lenders) reasonably incurred by the CEO and the COO by or for the account of the Partnership in connection with the performance of his or her duties and responsibilities under, or as contemplated by, this Agreement shall be paid or reimbursed (as appropriate) pursuant to the terms of (but only to the extent and subject to the conditions set forth in) the Services Agreements (as applicable).

4.10 *Legal Documents and Procedures.* CDFJV and PAI shall approve the form of inventory financing and security agreement and the forms of any other ancillary dealer documents to be used with the dealers to be serviced by the Partnership based upon CDF's forms. In connection with the inventory financing and security agreement and the dealer

documents. CDFJV and PAI initially shall approve and adopt and cause the Partnership to adopt legal procedures relevant to the inventory financing and security agreement and such dealer documents based upon CDF's existing legal procedures.

4.11 *Credit and Operational Policies.* CDFJV and PAI initially shall approve and adopt and cause the Partnership to adopt credit and operational policies based upon CDF's existing credit and operational policies.

4.12 *Additional Services.* If the Management Committee determines that additional services are required to be provided to or on behalf of the Partnership in connection with the inventory financing of domestic sales of Polaris Product (other than Excluded Products) or the financing of such other sales, purchases (or trade-ins), or other businesses approved by the Partners or the Management Committee under Section 1.2 and such services are not provided pursuant to the Services Agreements, the Partnership shall be required to use all reasonable efforts to first obtain such services from Polaris, CDF or one or more of their Affiliates, but only to the extent such services are to be provided at a market price and on market terms. In no event shall such services be provided by a CDF Competitor or a Polaris Competitor.

ARTICLE V

Agreements

5.1 *Partnership Authority.* The Partnership shall have the power to exercise all the powers and privileges granted by this Agreement and by law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the purposes of the Partnership. The Partnership also shall have authority to perform any and all actions which the Management Committee, acting in accordance with the terms of this Agreement, deems necessary or advisable to achieve the purposes set forth in Section 1.2 of this Agreement. Neither Partner, acting in its capacity as a Partner, shall, nor shall it have any authority to, bind or act for, or assume or agree to any obligation or responsibility on behalf of, the other Partner or the Partnership. Neither the Partnership nor either Partner shall be responsible or liable for any indebtedness or obligation of the other Partner incurred or arising either before or after the signing of this Agreement. This Agreement shall not be deemed to create a general partnership between the Partners concerning any activities other than those activities that are within the scope and business purposes of the Partnership as specified in Section 1.2.

5.2 *Financing.* The Partnership is authorized to enter into and to perform borrowing arrangements with CDF (and to provide security) for financing on such terms and conditions as may be Approved by the Management Committee. CDF shall be the exclusive source of financing to support the Partnership's business of providing inventory financing for domestic sales of Polaris Product (other than Excluded Products) and the financing of such other sales, purchases (or trade-ins), or other businesses approved by the Partners or the Management Committee under Section 1.2 during the term of the Credit and Security Agreement.

5.3 *Global Growth Incentive.*

(a) Subject to clause (d) below, if the Global Twelve-Month ANR exceeds \$55,000,000 but is equal to or less than \$75,000,000 as of December 31 of any year, then CDF shall pay to Polaris within 90 days following such December 31 an amount equal to the product of (i) the Global Twelve-Month ANR for such measurement period, *multiplied* by (ii) 0.10% (10 basis points).

(b) Subject to clause (d) below, if the Global Twelve-Month ANR exceeds \$75,000,000 as of December 31 of any year, then CDF shall pay to Polaris within 90 days

following such December 31 an amount equal to the product of (i) the Global Twelve-Month ANR for such measurement period, *multiplied* by (ii) 0.15% (15 basis points).

(c) If the Global Twelve-Month ANR exceeds \$100,000,000 as of December 31 of any year, then the Parties agree to discuss the level of any different future financial incentive; provided that any such financial incentive shall be subject to the approval of each Party, in each such Party's sole discretion.

(d) If the appropriate Affiliates of Polaris and Affiliates of CDF in Switzerland, Italy, and/or the Nordic regions are unable to execute such agreements as are necessary to establish financing programs in such jurisdictions, the thresholds of Global Twelve-Month ANR reflected in clause (a) and clause (b) above shall be reduced to revised levels mutually determined by the Parties in good faith, and the Parties shall enter into an amendment to this Agreement reflecting such revised levels.

ARTICLE VI

Allocation and Distribution of Profits and Losses

6.1 *Allocations and Distributions of Earnings and Credits.* Within fifteen (15) days of the end of each fiscal month of the Partnership, the Partnership shall distribute the Distributable Cash of the Partnership for such fiscal month to the Partners, unless otherwise Approved by the Management Committee. Profits and credits of the Partnership shall be allocated to the Partners in accordance with their respective Partnership Interests.

6.2 *Allocation of Losses.* Losses of the Partnership shall be allocated to the Partners in accordance with their respective Partnership Interests.

6.3 *Treatment of Taxes Withheld; Distributions With Respect to Certain State and Local Taxes.* All amounts withheld or paid by the Partnership pursuant to the Code or any provision of any State or local tax law with respect to any payment, distribution, or allocation to a Partner, or any such amount that is paid by the Partnership solely by reason of the holding of an interest in the Partnership by any Partner, shall be treated as amounts distributed to such Partner pursuant to this Article VI and shall be debited to such Partner's Capital Account accordingly and shall reduce the amount of distributions to which such Partner is entitled pursuant to this Article VI. Notwithstanding anything to the contrary herein, in the event that any State, local or other income tax imposed on the Partnership as an entity for any Fiscal Year is reduced by reason of the holding of an interest in the Partnership by any Partner, an amount equal to the reduction attributable to such Partner shall be distributed to such Partner within 60 days after the end of the Fiscal Year.

6.4 *Section 704(c) Allocations.* For Federal income tax purposes, allocations of income, gain, loss and deduction shall be made pursuant to Section 704(c) of the Code to reflect the difference between the adjusted tax basis of the Partnership assets and the value at which such assets are reflected in the Capital Accounts of the Partners.

ARTICLE VII

Accounting

7.1 *Books of Account; Records.* The Partnership shall establish and at all times maintain full and complete books of account of the Partnership on an accrual basis in accordance with generally accepted accounting principles. Any change in accounting principles shall be Approved by the Management Committee. The Partnership shall establish and maintain all records of the Partnership, including (but not by way of limitation) the minutes of all Partnership and Management Committee meetings.

7.2 *Location and Rights of Inspection; Right to Audit.* The Partnership's books and records of account shall be kept and maintained at all times at the Partnership's office in Chicago, Illinois, unless otherwise Approved by the Management Committee. Each Partner shall have the right at its expense to inspect Polaris Acceptance and to inspect, examine, audit and copy the books, records, files, and other documents of the Partnership at all reasonable times. Without limiting the foregoing, PAI shall have the right upon not less than thirty days' prior written notice to CDFJV, to request, review and inspect the internally prepared worksheets and records of CDFJV or its Affiliates which were prepared or generated by or on behalf of CDFJV specifically for purposes of computing costs and expenses (including allocations) under clause (b) of the definition of Securitization Funding Costs; provided that PAI shall promptly reimburse CDFJV for any out of pocket costs incurred by CDFJV or by any Affiliate thereof in connection with such inspection and review. The Partnership shall also be subject from time to time to examination and supervision by the Office of the Comptroller of the Currency ("**OCC**"), including, without limitation, the OCC's right to examine the activities of the Partnership.

7.3 *Auditor.* Unless the Partners or the Management Committee otherwise agree, each Partner shall independently select and retain an auditor, whether internal or external (an "**Auditor**"), to audit the books, records, files and other documents of the Partnership (an "**Audit**"), and the retention of an Auditor by a Partner shall be at such Partner's own expense. Each Partner, in the course of the performance of the Audits, shall (i) cause its Auditor to cooperate with the other Partner's Auditor in connection with such Auditor's respective Audit of the Partnership and the audit of and preparation of other financial reports concerning the Partners or the Partners' Affiliates, and (ii) take steps to cause the Partnership to provide reasonable access to the books, records, files and other documents of the Partnership in order to permit the Auditors to perform the Audits in accordance with generally accepted auditing standards. Each Partner shall define the scope of its respective Audit to be conducted of the Partnership.

7.4 *Fiscal Year.* The fiscal year of the Partnership shall end on December 31 of each year (the "**Fiscal Year**").

7.5 *Budgets.* The Management Committee shall request, from time to time, but no less frequently than annually, that the COO, CDF (acting pursuant to the CDF Services Agreement) or such other Person as shall be Approved by the Management Committee prepare draft budgets for the Partnership for such periods as shall be Approved by the Management Committee. All budgets shall be prepared in accordance with CDF's policies. The Management Committee shall review and approve the budgets for the Partnership.

7.6 *Financial Reports.* As promptly as practicable and not later than ninety days after the close of each Fiscal Year of the Partnership, the Partnership shall cause to be prepared and submitted to each Partner an annual report which shall consist of a balance sheet for the Partnership as of the end of such Fiscal Year, a statement of earnings, a statement of cash flows and a statement of Partners' equity for the Fiscal Year then ended and including such information concerning the Partnership as may be reasonably required by any Partner for Federal or State tax returns and other reports required by any governmental authority. All annual financial statements delivered pursuant to this first paragraph of Section 7.6 shall be prepared in accordance with generally accepted accounting principles.

The Partnership shall also cause to be prepared unaudited monthly and annual balance sheets and statements of earnings for the Partnership, together with monthly and annual statements of each Partner's Capital Account. The Partnership shall use commercially reasonable efforts to prepare and file (or designate the responsibility of using commercially reasonable efforts to prepare and file) any notice or application which the Partnership is required to file by applicable law or regulation with any applicable banking regulatory authority.

7.7 [Reserved].

7.8 *Payment of Expenses in Ordinary Course.* The COO shall have the authority, on behalf of the Partnership, to pay, or cause to be paid, all obligations, liabilities and expenses of the Partnership incurred in accordance with the Definitive Agreements and in the ordinary course of business. Payment of expenses to Partners and Affiliates of Partners may be made only pursuant to the Definitive Agreements or as Approved by the Management Committee. Withdrawals from bank accounts shall be made by Persons Approved by the Management Committee or otherwise pursuant to the Services Agreements.

7.9 *Accounting Decisions.* All decisions as to accounting principles, except as specifically provided to the contrary herein, shall be Approved by the Management Committee and shall be acceptable to the accountants retained by the Partnership.

7.10 *Appointment of the Tax Matters Partner and Partnership Representative.*

(a) Each of the Partners hereby constitutes and appoints CDFJV as the “**Tax Matters Partner**” as defined in Section 6231(a)(7) of the Code, and CDFJV agrees to act in this capacity (the “**Tax Matters Partner**”). The Tax Matters Partner shall fulfill all of the duties and obligations of a Tax Matters Partner as set forth in the Code, including, without limitation, transmitting to the Partners copies of all notices and information received by the Tax Matters Partner from the Secretary of the Treasury or his or her delegate promptly after receipt, providing the Secretary with sufficient information to enable the Secretary to provide proper notice to each Partner of any administrative proceeding covering the Partnership or the Partners, providing the Secretary with sufficient information to cause each qualifying Partner to be a “notice partner” within the meaning of Section 6231(a)(8) of the Code and giving notice to the Partners of the terms and conditions of any settlement within thirty days prior to the date of settlement.

(b) Effective as of January 1, 2018, the Management Committee may designate any Person to be the “partnership representative” as defined in Section 6223 of the Code, as amended by the Budget Act (the “**Partnership Representative**”) for any one or more of the Partnership’s taxable years. Unless otherwise decided by the Management Committee, CDFJV is hereby designated and will be the Partnership Representative and CDFJV will appoint the “designated individual” under Reg. § 301.6223-1(b)(3)(i) (or comparable concept or position under other applicable law) for each of the Partnership’s taxable years. The Partnership Representative may replace the designated individual at any time. The Partnership Representative is authorized and required to represent the Partnership (at the Partnership’s expense) in all disputes, controversies or proceedings with the Internal Revenue Service, and, in its sole discretion, is authorized to make any available election with respect to the BBA Partnership Audit Rules and take any action it deems necessary or appropriate to comply with the requirements of the Code and to conduct the Partnership’s affairs with respect to the BBA Partnership Audit Rules. Each Partner and former Partner will cooperate fully with the Partnership Representative with respect to any such disputes, controversies or proceedings with the Internal Revenue Service, including providing the Partnership Representative with any information reasonably requested to comply with and make elections under the BBA Partnership Audit Rules.

(c) In the Partnership Representative’s sole discretion, (x) the Partnership Representative may cause the Partnership to elect out of the BBA Partnership Audit Rules under Code Section 6221(b) (as amended by the Budget Act), (y) the Partnership Representative may cause the Partnership to push out the final partnership adjustments to the Partners as described in Code Section 6226(a) (as amended by the Budget Act), or (z) the Partnership Representative may cause the tax liability to be paid at the Partnership level.

(d) Each Partner agrees to indemnify and hold harmless the Partnership from and against any liability with respect to such Partner's proportionate share of any tax liability (including related interest and penalties) imposed at the Partnership level in connection with a Partnership-level tax audit of a taxable period during which such Partner was a Partner of the Company, regardless of whether such Partner is a partner of the Partnership in the year in which such tax is actually imposed on the Partnership or becomes payable by the Partnership as a result of such audit. The Partnership Representative shall reasonably determine a Partner's (or former Partner's) proportionate share of any such tax liability, taking into account the relevant facts and any information provided by such Partner that would reduce such liability. The Partnership may offset a Partner's share of any such tax liabilities against any distribution. If not offset against a distribution, the Partnership Representative may deliver a written demand for payment to such Partner to pay the Partnership in available funds the amount that the Partnership Representative determines is needed by the Partnership to discharge those obligations and to otherwise pay and reimburse, indemnify and hold the Partnership harmless with respect to such tax liability. Such payment from a Partner shall be made in the same manner as a required Additional Capital Contribution of such Partner under Section 2.2. Any amount paid by (or any distribution retained from) a Partner under this Section 7.10 will not be treated as a capital contribution or otherwise added to the Partner's Capital Account, except to the extent (if at all) the Partnership Representative determines that characterization or treatment is necessary or appropriate.

(e) A Partner's cooperation and indemnification obligations pursuant to this Section 7.11 shall survive the termination of a Partner's participation in the Partnership and the termination, dissolution and winding up of the Partnership.

(f) A Partner's obligations under this Section 7.10 will survive the liquidation, termination or other transfer of all or any portion of the Partner's Partnership Interest and the dissolution, liquidation, winding up and termination of the Partnership (which will be deemed to continue in existence for such purpose). The Partnership, the Management Committee and the other Partners may pursue and enforce all rights and remedies under this Agreement or applicable law against a Partner (including any former Partner) who fails to satisfy their obligations under this Section 7-10.

(g) The Partnership and the Partners specifically acknowledge, without limiting the general applicability of this Section, that the Tax Matters Partner, the Partnership Representative, and the designated individual, if any, shall not be liable, responsible or accountable in damages or otherwise to the Company or any Partner with respect to any action taken by them in such capacity and shall indemnify the Tax Matters Partner, the Partnership Representative, and the designated individual against any liabilities arising out of such service, as long as the Tax Matters Partner, the Partnership Representative, or the designated individual, as applicable, did not act in bad faith or gross negligence. All out of pocket expenses incurred by the Tax Matters Partner, the Partnership Representative, or the designated individual in this capacity shall be considered expenses of the Partnership for which the Tax Matters Partner, the Partnership Representative, or the designated individual shall be entitled to full reimbursement.

7.11 Tax Policy. The Management Committee in conjunction with the Tax Matters Partner shall make any and all tax accounting and reporting elections and adopt such procedures as shall be Approved by the Management Committee, in conjunction with the Tax Matters Partner, from time to time.

7.12 Notice of Tax Audit. Prompt notice shall be given by the Tax Matters Partner or the Partnership Representative to the Partners upon receipt of notice that the Internal Revenue Service or any other taxing authority intends to examine the Partnership tax returns for any year.

7.13 *Tax Returns.* The Partnership shall be treated and shall file its tax returns as a general partnership for Federal, State, municipal and other governmental income tax and other tax purposes. The Tax Matters Partner shall timely prepare or cause to be prepared and filed all tax returns and statements which must be filed on behalf of the Partnership with any taxing authority, and shall submit draft Federal and State income tax returns to each Partner for review and comment before filing each year, and each Partner shall have not less than ten days in which to make comments, if any, to the Tax Matters Partner, or otherwise to object to a position taken or a disclosure made in such returns, before such returns are filed. If an Arbitrable Dispute shall arise in connection with any return, the Tax Matters Partner shall not file such return until the earlier to occur of (x) the last date on which a filing can be made without incurring a penalty (after giving effect to all permitted extensions) and (y) the date on which the Arbitrable Dispute is resolved; provided that, if the return is filed before the Arbitrable Dispute is resolved, such filing shall be without prejudice to the positions of the Parties with respect to the Arbitrable Dispute. The Tax Matters Partner shall prepare or cause to be prepared all Federal and State tax returns and filings for the Partnership. Each year the Tax Matters Partner will also furnish a report to each Partner containing information with respect to the Partnership to be used in preparing their Federal income tax returns. On or before one hundred eighty days after the end of each year, the Tax Matters Partner will also furnish a report to each Partner containing information with respect to the Partnership to be used in preparing their State income tax returns.

ARTICLE VIII

Dissolution and Termination

8.1 *Causes of Dissolution.* The first to occur of the following events shall cause the dissolution of the Partnership:

- (a) an Event of Default as defined in Section 8.2(f) occurs;
- (b) an Event of Default as defined in Section 8.2 (exclusive of Section 8.2(f)) occurs, and the Non-Defaulting Partner, within ninety (90) days following such Event of Default (or, if later, within ninety (90) days following the Non-Defaulting Partner's knowledge of such Event of Default) elects to dissolve the Partnership pursuant to Section 8.11;
- (c) the Partners mutually agree in writing to dissolve the Partnership;
- (d) the term of the Partnership ends;
- (e) a Partner elects pursuant to Sections 8.3, 8.4, 8.5 or 8.6 to dissolve the Partnership;
- (e) the occurrence of a Bankruptcy Event with respect to the Partnership;
- (f) the occurrence of any other event which under the Uniform Partnership Act of the State of Illinois causes the dissolution of the Partnership; or
- (g) the termination of the Credit and Security Agreement.

8.2 *Events of Default.* The occurrence of any of the following events with respect to a Partner (or, where specified, an Affiliate thereof) shall constitute an “**Event of Default**” with respect to such Partner:

- (a) the failure by a Partner to provide additional capital as required by Section 2.2;

(b) the failure by a Partner or any of its Affiliates to perform in any material respect any of its obligations under any of the Definitive Agreements to which it is a party and the continuance of such failure for thirty days following receipt of written notice from the other Partner specifying the nature of such failure to perform;

(c) the occurrence of an “event of default” under the Credit and Security Agreement (which Event of Default hereunder shall not be deemed to have occurred with respect to a Partner but shall permit CDFJV to declare an Event of Default with respect to the Partnership and exercise the rights given to CDFJV upon the occurrence of an Event of Default hereunder);

(d) except in the case of a Merger Event, a Partner directly or indirectly sells, leases, transfers, assigns, pledges, grants a security interest in or otherwise disposes of or encumbers all or any part of its Partnership Interest, or attempts to do any of the foregoing, without the prior written consent of the other Partner;

(e) except in the case of a Merger Event, PII or CDF directly or indirectly sells, leases, transfers, assigns, pledges, grants a security interest in or otherwise disposes of or encumbers all or any part of its interest in its Partner, or attempts to do any of the foregoing, without the prior written consent of the other Partner; or

(f) the occurrence of a Bankruptcy Event with respect to a Partner, a Polaris entity or CDF.

8.3 *Dissolution of Partnership for Non-viability.* Notwithstanding Section 4.6(f), either Partner may dissolve the Partnership during the notice period set forth below if (y) CDF is unable or unwilling to provide advances to the Partnership under the Credit and Security Agreement in accordance with the terms of the Credit and Security Agreement. or if, within forty five (45) days of a request made by PAI to CDF for an increase in the commitment of CDF under the Credit and Security Agreement. CDF fails to honor such request (provided that PAI shall have demonstrated to CDF a reasonable need for such increase). or (z) if the outstanding long term indebtedness of Wells or any successor entity through which CDF obtains funding for its finance businesses shall fail to be rated Investment Grade. A Partner’s dissolution of the Partnership because of the Partnership’s non viability shall not be an Event of Default under Section 8.2. A Partner electing to dissolve the Partnership under this Section 8.3 shall not be liable for any liquidated damages hereunder. Either Partner may dissolve the Partnership pursuant to this Section 8.3 by providing written notice of its decision to dissolve the Partnership to the other Partner within thirty days after the event described above first has occurred. The terms of Section 8.7, 8.8, 8.9, 8.10 and 8.12 shall be applicable to any dissolution effected pursuant to this Section 8.3.

8.4 *Dissolution of Partnership Because of Acquisition by a Competitor.* In the event a CDF Competitor, directly or indirectly, acquires at least a 10% equity interest in Polaris or any of their Affiliates or the Partnership, or a Polaris Competitor, directly or indirectly, acquires at least a 10% equity interest in CDF or any of its Affiliates or the Partnership, the non-acquired Partner may dissolve the Partnership by providing written notice of its decision to dissolve the Partnership to the other Partner within thirty days following the date on which the Partner became aware that the CDF Competitor or Polaris Competitor (as the case may be) acquired the interest. A Partner’s dissolution of the Partnership because of the acquisition of an interest by a CDF Competitor or Polaris Competitor (as the case may be) as described in this Section 8.4 shall not be an Event of Default under Section 8.2. A Partner electing to dissolve the Partnership under this Section 8.4 shall not be liable for any liquidated damages hereunder. The terms of Sections 8.7, 8.8, 8.9, 8.10 and 8.12 shall be applicable to any dissolution effected pursuant to this Section 8.4.

The provisions of this Agreement, including, without limitation, Article IX, shall continue to apply to the acquired entity and shall extend to the acquiring entity.

8.5 *Dissolution of Partnership for Irreconcilable Fundamental Disputes.* In the event that:

(a) PAI and CDFJV are unable to resolve to their mutual satisfaction any Fundamental Dispute, then either Partner may dissolve the Partnership on the terms and conditions set forth in this Section 8.5 by providing written notice of its decision to dissolve the Partnership to the other Partner not less than six months prior to the date of effectiveness of the dissolution specified in such notice. A Partner's dissolution of the Partnership because of an irreconcilable Fundamental Dispute as described in this Section 8.5 shall not be an Event of Default under Section 8.2. The terms of Sections 8.7, 8.8, 8.9, 8.10 and 8.12 shall be applicable to any dissolution effected pursuant to this Section 8.5.

For purposes of this Section 8.5, a “*Fundamental Dispute*” shall mean a continuing deadlock of the Management Committee with respect to a vote to be taken or a decision to be made by it concerning, and/or the protracted inability of PAI and CDFJV to reach a mutually satisfactory consensus regarding a decision to be made by them or an action to be taken by the Partnership at their direction concerning, any one or more of the following:

(i) whether the credit and operational policies utilized by the Partnership (whether directly or through the performance of the Services Agreements) should be materially modified, or whether the manner in which such credit and operational policies are applied to the business of the Partnership should depart in any material way from the manner in which such policies have been historically applied by CDF to the dealers and distributors of 001215: provided, however, that, if the Management Committee adopts any such credit and operational policies, then any dispute concerning such adopted policies shall not constitute a Fundamental Dispute;

(ii) whether the aggregate commitment of CDF under the Credit and Security Agreement should be increased; provided that there is a reasonably demonstrable business need on the part of the Partnership for such increase to accommodate the Partnership's business of providing inventory financing of Polaris Product; and

(iii) whether the Partnership should undertake a significant marketing effort; provided that such marketing effort would be limited to supporting the Partnership's business of providing inventory financing of Polaris Product, would be legally feasible, would entail publicity and costs which are not inconsistent with the scope and nature of the Partnership's activities generally, and would be economically feasible (consistent, without limitation, with the return on equity targets set forth in the Partnership's business plan).

8.6 *Dissolution of Partnership for Irreconcilable Business Disputes.* In the event that PAI and CDFJV are unable to resolve a Business Dispute (as hereinafter defined) to their mutual satisfaction, then either Partner may dissolve the Partnership on the terms and conditions set forth in this Section 8.6 by providing written notice of its decision to dissolve the Partnership to the other Partner not less than six months prior to the date of effectiveness of the dissolution specified in such notice. A Partner's dissolution of the Partnership because of an irreconcilable Business Dispute as described in this Section 8.6 shall not be an Event of Default under Section 8.2. The terms of Sections 8.7, 8.8, 8.9, 8.10 and 8.12 shall be applicable to any dissolution effected pursuant to this Section 8.6.

For purposes of this Section 8.6, a “**Business Dispute**” shall mean any continuing deadlock of the Management Committee with respect to, and/or the protracted inability of PAI and CDFJV to reach a mutually satisfactory consensus regarding, any matter involving or affecting the ownership or operation of the Partnership; provided, however, the Management Committee’s failure to unanimously approve a designation of a Polaris Product as an Excluded Product or unanimously remove any Excluded Product designation shall not constitute a Business Dispute.

8.7 *Winding Up.* Upon dissolution of the Partnership, unless PAI elects to purchase CDFJV’s Partnership Interest, or CDFJV elects to purchase PAI’s Partnership Interest, in either case pursuant to the terms of Section 3.2 or Section 3.3 hereof, respectively, the business of the Partnership shall be wound up and all of its assets distributed in liquidation as described in this Section 8.7:

(a) In such dissolution, except as otherwise expressly provided in this Agreement, the Management Committee shall act as the liquidator and shall have the right to wind up the Partnership and shall proceed to cause some or all of the Partnership’s property to be sold and to distribute the proceeds of sale, together with any unsold assets as provided in Section 8.9.

(b) In the event of a liquidation, CDF shall continue to provide services pursuant to the CDF Services Agreement, but only with respect to the PA Run-off Accounts (as defined in the CDF

Services Agreement), and PAI shall continue to provide services pursuant to the Polaris Services Agreement, until such time as Polaris Acceptance shall have no PA Run-off Accounts.

(c) In the event that any Polaris entity defaults under Section 8.2(d) or Section 8.2(e) or an event described in Section 8.4 occurs with respect to any Polaris entity or any of their Affiliates, then the Polaris Services Agreement shall be terminated, and no employees, agents and representatives of Polaris shall provide services to Polaris Acceptance or have access to the Technology. During the period of liquidation, the Partnership shall continue to operate under the name “**Polaris Acceptance**”.

(d) In the event of a dissolution, the CEO’s position with the Partnership shall be terminated, the Partnership shall not incur any marketing expenses, and the COO shall be responsible for maintaining customer service and resolving customer issues as to the PA Run-Off Accounts.

(e) In connection with any dissolution of the Partnership pursuant to Section 8.5 or 8.6, all Employee Severance Expenses shall be charged to the Partnership and the Partnership shall discharge such Employee Severance Expenses in connection with the winding up of the Partnership.

8.8 *Management Rights During Winding Up.* Except as set forth in the proviso to the second sentence of this Section 8.8, during the period of winding-up the affairs of the Partnership, the rights and obligations of the Partners set forth in this Agreement concerning the management of the Partnership shall continue. For purposes of winding-up, the Management Committee shall continue to act and shall make all decisions relating to the conduct of any business or operations during the winding-up period; provided, however, if the dissolution results from the occurrence of (1) an Event of Default described in Section 8.2(a), 8.2(b) (but solely with respect to payment obligations), or 8.2(f), or (ii) an event described in Section 8.4, then the

Defaulting Partner or the Partner which was acquired or PAI (as appropriate) shall have no further right to participate in the management or affairs of the Partnership or to vote on decisions by the Management Committee, the Management Committee Members appointed by such Partner shall immediately resign (and such Partner shall have no right to replace such Members), and such Partner shall nonetheless be bound by all decisions made by the other Partner.

8.9 *Distributions in Liquidation.* The proceeds of liquidation shall be applied in the following order of priority:

- (a) first, to the payment of secured debts and secured liabilities of the Partnership;
- (b) second, to the payment of expenses of liquidation;
- (c) third, to the payment of all unsecured debts and liabilities of the Partnership to third parties incurred in the ordinary course of business;
- (d) fourth, to the payment of all unsecured indebtedness owing to the Partners or their Affiliates;
- (e) fifth, to the payment of all obligations under the Services Agreements;
- (f) sixth, to the payment of all obligations under the Definitive Agreements (to the extent not included in clauses (a) through (e) above);
- (g) seventh, to the setting up of any reserves which shall be Approved by the Management Committee as necessary for any contingent or unforeseen liabilities or obligations of the Partnership or a Partner arising out of or in connection with the Partnership; and
- (h) eighth, any balance remaining shall be distributed to the Partners in proportion to their respective Capital Account balances at such time and adjusted to account for any outstanding obligations of one Partner to the other Partner under and pursuant to this Agreement (including, without limitation, any unpaid Termination Fee). Promptly upon the termination of any reserves created as contemplated by clause (g) above, any released funds shall be distributed to the Partners in proportion to their respective Capital Account balances at such time.

All payments to be made to a partner pursuant to this Section 8.9 shall be subject to set-off for any and all damages caused to the Partnership by a Defaulting Partner and for other unperformed obligations of a Partner owing to the Partnership.

8.10 *Dissolution.* After the assets of the Partnership have been distributed in accordance with Section 8.9, the Partnership shall be deemed dissolved and wound-up, this Agreement shall terminate, the Parties shall each automatically become primarily liable for their respective share of any Partnership indebtedness whether due to loan, lease or otherwise incurred in accordance with the Definitive Agreements for which such Partner would be liable as a general partner of the Partnership and the Partners shall promptly execute and/or file with appropriate regulatory authorities such instruments and documents as the Management Committee may deem reasonable. Notwithstanding the preceding sentence, the provisions of Section 4.7, Article VI, Section 7.10, Sections 8.9, 8.10 and 8.12, Article IX, Article XI and Sections 12.3, 12.4, 12.6, and 12.16 of this Agreement shall survive any dissolution of the Partnership and the termination of the remaining portions of this Agreement.

8.11 *Remedies of Non-Defaulting Party.* Upon the occurrence and during the continuance of an Event of Default other than under Section 8.2(f) (it being the understanding of the Partners that a Bankruptcy Event with respect to either Partner or the Partnership shall cause an automatic dissolution pursuant to the Uniform Partnership Act of the State of Illinois and Sections 8.1(a) and 8.1(f) hereof), the Non-Defaulting Partner may, but need not, elect to dissolve the Partnership under Section 8.7 by giving written notice of its election to the other Partner. The rights of the Non-Defaulting Partner under this Section 8.11 shall not be the exclusive remedy of the Non-Defaulting Partner, but shall be in addition to all other rights and remedies available to the Non-Defaulting Partner under this Agreement or at law or in equity.

8.12 *Post Dissolution Matters.* In the event of any dissolution of the Partnership pursuant to this Article VIII, (1) PAI shall succeed to the name “***Polaris Acceptance***” and none of CDFJV or any of its Affiliates shall use, or have any rights to, said name, (ii) neither Partner, nor any of their respective Affiliates, shall use any of the agreements and other documents in place between the Partnership and any dealers and distributors, (iii) neither Partner, nor any of their respective Affiliates, shall obtain the benefit of any collateral or other security arrangements in place with any dealers and distributors for the benefit of the Partnership, and (iv) neither Partner, nor any of their respective Affiliates, shall otherwise utilize the tangible assets of the Partnership, except, in case of each of the foregoing clauses (i) through (iv), as otherwise expressly contemplated by this Agreement (including, without limitation, in respect of CDF’s activities during any dissolution of the Partnership as contemplated by Section 8.7).

ARTICLE IX

Confidentiality

During the term of the Partnership, each Party shall, and shall cause its officers, directors, employees, representatives, agents and Affiliates to, keep any nonpublic information which the other Party or any of its Affiliates treats or designates as confidential (including, without limitation, the Technology), any nonpublic information concerning the formation and operation of the Partnership or the particulars thereof, and any other nonpublic information set forth in the Definitive Agreements or in other documents concerning the Partnership or relating to the performance by the Parties or any of their Affiliates of any of the Definitive Agreements strictly confidential and not disclose any such information to any Person (except for such Party’s and its Affiliates’ financial and legal advisors, lenders, auditors, accountants, officers, directors, employees, representatives and agents), or use any such information in the business of such Party or any Affiliate of such Party (except for the business contemplated by the Definitive Agreements). In addition, the Partnership shall comply with the requirements of the Gramm Leach Bliley Act, 15 U.S.C. 6801 et seq., regarding the privacy, protection and security of non-public information (as defined in the Gramm Leach Bliley Act) and all OCC regulations pertaining thereto, including all OCC policy statements on the confidentiality and protection of bank customer information to the extent applicable to the activities of the Partnership. In addition, for five years following termination of this Agreement, PAI shall, and shall cause its officers, directors, employees, representatives, agents and Affiliates to, keep all information concerning the System Technology strictly confidential and not disclose any such information to any Person or use any such information in the business of PAI or any Affiliate of PAI. Notwithstanding the foregoing, a Party shall be under no obligation to keep confidential (i) information which is known to the receiving Party prior to receipt thereof from the disclosing Party, (ii) information which is or becomes generally available to the public other than as a result of a disclosure in violation of the terms of this Article IX, (iii) information disclosed to a Party

by a third party having the right to disclose such information to such Party, or (iv) information which a Party is legally compelled to disclose; provided that each Party agrees to use all reasonable efforts to notify the other Party of any legal requirement to disclose sufficiently in advance of the disclosure to permit the other Party to challenge the legal requirement. Without the prior written consent of the other Partner (which consent shall not unreasonably be withheld), a Partner shall not permit any Person to conduct due diligence with respect to the Partnership or the services provided by PAI or CDF to the Partnership; provided, however, that the Partner permitting the due diligence shall cause the party conducting the due diligence to agree in writing to be bound by confidentiality provisions consistent with this Article IX. Each Partner recognizes and acknowledges that the injury to the Partnership and the other Party which would result from a breach of the provisions of this Article IX could not adequately be compensated by money damages. The Parties expressly agree and contemplate, therefore, that in the event of the breach or default by either Partner of any provision of this Article IX, the Partnership or the other Partner, in addition to any remedies which it might otherwise be entitled to pursue, may obtain such appropriate injunctive relief in support of any such provision of this Agreement.

ARTICLE X **Negative Pledge**

Each Partner covenants and agrees with the other Partner that (i) it will not create, incur or assume any lien upon the Partnership or the Partnership's assets, (ii) it will not create, incur, assume or permit to exist any lien upon such Partner's Partnership Interest (except, in the case of PAI, for liens granted to one or more lenders to PAI (or its Affiliates) to secure debt for borrowed money incurred by PAI (or its Affiliates)), and (iii) it will notify the other Partner promptly upon its having knowledge thereof of any liens upon the Partnership or the Partnership's assets or such Partner's Partnership Interest, except for liens incurred in the ordinary course of the Partnership's business, liens upon the Partnership's assets as contemplated by the Credit and Security Agreement, and financing statements naming the Partnership as a debtor and filed in connection with any sale of the Receivables to a Securitization Facility.

ARTICLE XI **Indemnification and Contribution**

11.1 *Indemnification by Partnership.* The Partnership shall indemnify and hold harmless each Partner (including its past, present and future Affiliates, officers, directors, shareholders, employees, lawyers, representatives and agents) and any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action, suit or proceeding by or in the right of the Partnership), whether civil, criminal, administrative or investigative (each, a "***Partnership Indemnified Party***") by reason of the fact the Partnership Indemnified Party is or was (a) a Partner of the Partnership, (b) a Member of the Management Committee, (c) an officer, director, shareholder, employee, lawyer, representative or agent of the Partner acting on behalf of the Partner with respect to Partnership matters, (d) an agent or representative of the Partnership, or (e) serving at the request of the Partnership as a director, officer, shareholder, employee, lawyer, representative or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Partnership Indemnified Party in connection with such action, suit or proceeding if the Partnership Indemnified Party acted in good faith, in a manner the Partnership Indemnified Party reasonably believed to be (i) in or not opposed to the best

interests of the Partnership and (ii) consistent with the terms of this Agreement, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his, her or its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Partnership Indemnified Party did not act in good faith and in a manner which the Partnership Indemnified Party reasonably believed to be in or not opposed to the best interests of the Partnership or consistent with the terms of this Agreement, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his, her or its conduct was unlawful.

11.2 *Contribution.* In the event that a Partner acting in good faith (including its past, present and future Affiliates, officers, directors, shareholders, employees, lawyers, representatives, and agents acting on behalf of such Partner in good faith), in a manner it reasonably believes to be (a) in or not opposed to the best interests of the Partnership and (b) consistent with the terms of this Agreement, shall pay or become obligated to pay any proper obligation of the Partnership, such Partner (including such other Persons specified above) shall be entitled to contribution from the other Partner to the extent necessary so that, after giving effect to such contribution, each Partner shall bear no more than that part of such obligation which corresponds to its respective Partnership Interest.

11.3 *Indemnification.* Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and the past, present and future officers, directors, shareholders, employees, lawyers, representatives and agents of such Party and such Affiliates (collectively, the “**Indemnified Parties**”) against all losses, costs, damages and expenses (including reasonable attorney’s fees and expenses) incurred by the Indemnified Parties as a result of such Party’s breach of any of its representations, warranties or obligations hereunder.

ARTICLE XII

General

12.1 *Additional Documents and Acts; Further Assurances.* In connection with this Agreement as well as all transactions contemplated by this Agreement, each Partner agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement, and all transactions contemplated by this Agreement. All approvals of either Party hereunder shall be in writing.

12.2 *Notices.* All notices, documents, written deliveries and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered in person, (b) one Business Day after deposit with a nationally recognized overnight courier service, (c) five Business Days after being deposited in the United States mail, postage prepaid, first class, registered or certified mail, or (d) the Business Day on which sent and received by facsimile or electronic mail as follows:

To: PAI
c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340
Attention: Chief Financial Officer
Facsimile Number: 763-542-0595

With a copy to: PAI
c/o Polaris Inc.
2100 Highway 55
Medina, MN 55340
Attention: General Counsel
Facsimile Number: 763-525-7790

With a copy to: Kaplan, Strangis and Kaplan, P.A.
5500 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Attention: James C. Melville
Facsimile Number: 612-375-1143

To: CDFJV
c/o Wells Fargo Commercial Distribution Finance, LLC
10 South Wacker Street
Chicago, IL 60606
Attention: Credit Director

With a copy to: General Counsel
Wells Fargo Commercial Distribution Finance, LLC
10 South Wacker Drive
Chicago, IL 60606
Attention: Legal Department

12.3 *Governing Laws; Jurisdiction.* This Agreement shall be governed by, and construed under, the laws of the State of Illinois without regard to conflict of law principles. Subject to Section 4.7 hereof and without prejudice to the rights of either Party to bring an action before any court having jurisdiction, PAI and CDFJV each agree that any litigation between them or any of their respective Affiliates arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement or the other Definitive Agreements, and whether arising in contract, tort, equity or otherwise, may be resolved by State or Federal courts located in Chicago, Illinois.

12.4 *Waiver of Jury Trial.* With prejudice to the provisions of Section 4.7 hereof, PAI and CDFJV each waives, for itself and for any of its Affiliates, any right to have a jury participate in resolving any litigation, whether sounding in contract, tort, equity or otherwise, between PAI or CDFJV or any of their respective Affiliates arising out of, connected with, related to or incidental to the relationship established between them in connection with the Definitive Agreements. PAI and CDFJV each agree that any litigation shall be resolved in a bench trial without a jury.

12.5 *Entire Agreement; Amendment and Restatement.* This Agreement, together with the other Definitive Agreements, contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties hereto and their respective Affiliates with respect to this Agreement and the other Definitive Agreements, the subject matter hereof and of the other Definitive Agreements, and the rights, interests, understandings, agreements and obligations of the Partners and their respective Affiliates pertaining to the subject matter thereof and the Partnership, and supersedes any previous agreements between the Partners and their respective Affiliates. Without limiting the foregoing, this Agreement amends restates and supersedes the Second Amended Agreement in its entirety effective as of the Effective Date. Prior to the Effective Date, the Second Amended Agreement shall remain in full force and effect.

12.6 *Technology.* Any processes, techniques, hardware, software, copyrights, patents, practices or other intellectual property which are owned or used by either Partner (or, in the case of PAI, any other Polaris entity, or, in the case of CDFJV, CDF) and used by such Partner (or any other Polaris entity or CDF, as appropriate) in the performance of its obligations under this Agreement or the other Definitive Agreements and which are proprietary to such Partner (or any other Polaris entity or CDF, as appropriate) (collectively, the “**Technology**”) shall be and at all times shall remain the property of such Party (or any other Polaris entity or CDF, as appropriate), and the Partnership shall not have any interest in such Technology, except to the extent expressly provided to the contrary in one or more of the Definitive Agreements, and except that in connection with either (1) the purchase or other assumption by PAI or any of its Affiliates of CDFJV’s Partnership Interest pursuant to the terms of this Agreement, or (ii) any dissolution of the Partnership other than a dissolution pursuant to Sections 8.3 (with respect to PAI or any of its Affiliates) or 8.4 (with respect to PAI or any of its Affiliates), CDFJV and CDF shall be deemed to have automatically granted to the Partnership and PAI a perpetual, royalty-free, non-exclusive license to use all such Technology owned or used by CDFJV or CDF (but exclusive of Technology consisting of System Technology, as defined below) in connection with the conduct of the business of the Partnership; provided that such license shall extend to Technology owned or used by CDFJV or CDF only to the extent that CDFJV or CDF is the owner of such Technology or (with respect to all such Technology not owned by CDFJV or CDF) has the legal right to grant to the Partnership and PAI such a license. To the extent that CDFJV or CDF has the legal right to permit an assignment of such license by the Partnership or PAI, such license shall be assignable by each of the Partnership and PAI to any other Polaris entity or any Affiliate of Polaris in the sole discretion of the Partnership or PAI, as appropriate. For purposes hereof, “**System Technology**” shall mean the hardware and software (including, without limitation, the operating system software, the source code and the machine code, and including software owned by CDF and its Affiliates and third party licensed software used in connection with the System Technology or the services provided under the CDF Services Agreement) used by CDF and its Affiliates to provide the services under the CDF Services Agreement (which software may be identified by CDF as being confidential or subject to a copyright pursuant to a notice to such effect disclosed when accessing CDF’s computer system), together with all written manuals and other documentation for system use (which are internally written or produced by CDF or an Affiliate or licensed to CDF or an Affiliate), diagnostic processes, security procedures, file arrays, database systems, processing procedures, program logic, data manipulation formats and data manipulation and processing routines (including, but not limited to, (a) internal programming processing logic, (b) software logic, software formatting and software sequencing for (i) invoice purchasing, (ii) cash application, (iii) invoice purchase approval, (iv) the development and use of rates and terms, (v) credit underwriting, (vi) portfolio control, and (vii) floorcheck collateral verifications, and (c) third-party licensed products, but excluding system generated reports, forms of billing statements, forms of transaction statements and any information not subject to copyright (provided such information is not otherwise proprietary to CDF or its Affiliates) or which is not otherwise proprietary to CDF or its Affiliates) related to such hardware and software, as such may be modified, expanded or superseded from time to time. Except as expressly described in this Section 12.6, under no circumstances shall a Partner

or any of its Affiliates have any interest in the Technology of the other Party and its Affiliates by virtue of this Agreement or as a result of the formation and operation of the Partnership.

Any Technology developed in connection with the operation of the Partnership, which relates to services provided by CDF or PAI, respectively, shall be deemed to be the property of CDF or PAI, respectively, and such Technology shall not be deemed property of the Partnership; provided, however, that if such Technology is developed for use with the Partnership at the request of the Partnership, or if substantially all of the cost of developing such Technology is paid by the Partnership, then (subject to the last sentence of this Section 12.6) CDF or PAI, as appropriate, shall permit the Partnership to replicate for its own use such Technology, and such replicated Technology shall be deemed to be property of the Partnership, and the Partnership shall have an independent, perpetual, non-exclusive right to use such replicated Technology. Notwithstanding the foregoing, the Partnership shall be permitted to replicate the Technology only to the extent that CDF or PAI, as appropriate, is the owner of such Technology or (with respect to all such Technology not owned by CDF or PAI, as appropriate) has the legal right to permit the Partnership to replicate such Technology.

12.7 *Tradenames.* Subject to the terms of the License Agreement, neither Party shall obtain any rights in any tradename of the other Party or any of its Affiliates by virtue of this Agreement or as a result of the formation and operation of the Partnership. Upon dissolution of the Partnership, PAI shall succeed to the name “Polaris Acceptance” and neither CDF nor CDFJV shall have any rights thereto, except that CDF shall continue to be able to use the name “Polaris Acceptance” in connection with the liquidation of the PA Run-off Accounts (as defined in the CDF Services Agreement), and except that CDF shall continue to be able to use the name “Polaris Acceptance” to the extent provided in Section 8.12.

12.8 *Waiver.* No consent or waiver, expressed or implied, by either Partner to or of any breach or default by the other Partner in the performance by the other Partner of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of that Partner of the same or any other obligations of that Partner. Failure on the part of any Partner to complain of any act or failure to act on the part of the other Partner or to declare the other Partner in default, irrespective of how long the failure continues, shall not constitute a waiver by that Partner of its rights under this Agreement.

12.9 *Severability.* If any provision of this Agreement or its application to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of the provisions to other Persons or circumstances shall not be affected thereby, and this Agreement shall be enforced to the greatest extent permitted by law.

12.10 *Other Business.* During the continuance of the Partnership, each Partner, and each Partner’s Affiliates may continue to operate its business in the usual course. Each Partner, and each Partner’s Affiliates (exclusive of Polaris Acceptance), at any time and from time to time, may engage in and pursue other business ventures. Without limiting the scope of the foregoing, each of CDF, CDFJV, PAI, PSI, Manufacturer, and PII may pursue other business opportunities (including, without limitation, joint ventures) with no obligation to refer business or offer opportunities to the Partnership or to each other, except as otherwise expressly provided in Sections 1.10 and 6.17 of the Joint Venture Agreement and Section 12.15 of this Agreement.

12.11 *Binding Agreement, Assignments.* This Agreement shall be binding upon the Partners and their respective successors and assigns and shall inure to the benefit of the Partners and their respective successors and permitted assigns. Notwithstanding the foregoing, neither

Partner shall be permitted to assign its rights and obligations hereunder without the prior written consent of the other Partner except as expressly provided in this Agreement. Whenever a reference to any party, Person, Party or Partner is made in this Agreement, such reference shall be deemed to include a reference to the successors and permitted assigns of that party, Person, Party or Partner.

12.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

12.13 *Headings.* The headings in this Agreement are inserted for convenience only and are not to be considered in the interpretation or construction of the provisions hereof.

12.14 *Amendments.* This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Person who is then a Partner of the Partnership.

12.15 *Exclusivity.*

(a) PAI covenants and agrees with CDFJV that, during the term of the Partnership, it will not, and it will not permit PII, Manufacturer, PSI, the Marine Portfolio Entities or any of its or their Affiliates to, enter into, consummate, or otherwise arrange for any joint venture, business combination, contractual arrangement, partnership, or other legal or business relationship with any other Person for the purpose (whether exclusive, primary or otherwise) of operating, during any period prior to the termination of this Agreement and the dissolution of the Partnership, a commercial finance business and related finance businesses supporting (i) the domestic sales of Polaris Product (other than Excluded Products) to some or all of the Polaris Commercial Customers (other than the Excluded Dealers) or otherwise providing inventory financing (including, without limitation, floorplan financing) to some or all of the Polaris Commercial Customers (other than the Excluded Dealers) for Polaris Product (other than Excluded Products), (ii) domestic sales of products manufactured and/or distributed from time to time by manufacturers and distributors other than Polaris and/or any of their Affiliates, including, without limitation, Alcom, LLC, to Polaris Commercial Customers (other than the Excluded Dealers), and (iii) such other businesses in such geographic areas as the Parties have agreed the Partnership will support; provided, in each of clauses (ii) and (iii), that the Partners or the Management Committee has unanimously approved the financing of such sales or other businesses.

(b) If, on or after the Effective Date, Polaris or any of their Affiliates acquire the assets or stock of any business which involves a new line or lines of business relating to, including the manufacture or distribution of, products (other than Core Units), Polaris shall present such new Polaris Product business for evaluation and financing by the Partnership promptly following such acquisition. The Management Committee shall make a determination whether the Partnership should provide commercial financing for such new Polaris Product or whether such new Polaris Product should be designated as an Excluded Product during the period beginning on the date of the acquisition and ending on the earlier of the Management Committee's determination or one year after the acquisition (such period, the "**Management Committee Initial Consideration Period**"). If the Management Committee has not unanimously determined the Partnership should provide commercial financing for such new Polaris Product on or prior to the expiration of the Management Committee Initial Consideration Period, the new Polaris Product automatically shall be designated as an Excluded Product without any further action by the Management Committee, until such time as the Management Committee makes a unanimous determination not to continue such exclusion. If the Management Committee has unanimously determined the Partnership should provide commercial financing for such new

Polaris Product, Polaris shall begin to transition the new Polaris Product for financing by the Partnership as soon as reasonably practicable following the expiration of the Management Committee Initial Consideration Period (or such longer period to the extent the new Polaris Product may be legally prohibited or limited from being financed by the Partnership at the time of the acquisition). Unless such new Polaris Product is designated as an Excluded Product, neither Polaris nor any of their Affiliates nor CDFJV nor CDF shall take any action during the Management Committee Initial Consideration Period and any longer period during which the new Polaris Product is legally prohibited or limited from being financed by the Partnership that results in an extension of any existing financing programs for the new Polaris Product without the consent of the Management Committee.

(c) If, on or after the Effective Date, Polaris or any of their Affiliates acquire the assets or stock of any business which involves a new line or lines of business relating to, including the manufacture or distribution of, Core Units, Polaris shall begin to transition such Core Units business for financing by the Partnership as soon as reasonably practicable following such acquisition (or such longer period to the extent the new Polaris Product consisting of Core Units may be legally prohibited or limited from being financed by the Partnership at the time of the acquisition). Unless such Core Units are designated as Excluded Products, neither Polaris nor any of their Affiliates nor CDFJV nor CDF shall take any action during the period during which the Core Units are legally prohibited or limited from being financed by the Partnership that results in an extension of any existing financing programs for such Core Units without the consent of the Management Committee.

(d) Commencing on the Effective Date, Polaris shall begin to transition the Marine Portfolio Products business for financing by the Partnership as soon as reasonably practicable following the Effective Date. For the avoidance of doubt, as of the Effective Date, Marine Portfolio Products are not Excluded Products.

(e) The Management Committee unanimously may designate new or existing Polaris Products (including Core Units) as Excluded Products at any time, and similarly unanimously may determine not to continue any such exclusion, at which time Polaris shall begin to transition such previously Excluded Products for financing by the Partnership as soon as reasonably practicable following the removal of such Polaris Product's designation as Excluded Product (or such longer period to the extent such previously Excluded Product may be legally prohibited or limited from being financed by the Partnership at the time of the removal). For the avoidance of doubt, Management Committee decisions (whether or not unanimous) under the Original Agreement, First Amended Agreement, and Second Amended Agreement with respect to Excluded Products continue in effect under this Agreement in accordance with the terms thereof unless and until the Management Committee unanimously makes other determinations in connection therewith. The Management Committee unanimously may also designate any dealer or distributor of Polaris Products (other than Excluded Products) as Excluded Dealers at any time, and similarly unanimously may determine not to continue any such exclusion, at which time the Partners and the Partnership shall take reasonable steps to cause any such dealer or distributor to transition its financing needs to the Partnership as soon as reasonably practicable following the removal of such dealer's or distributor's designation as an Excluded Dealer. PAI acknowledges and agrees that its agreement set forth in this Section 12.15 is a material inducement for CDFJV to enter into, and continue performing under, this Agreement.

12.16 *Publicity.* Neither PAI nor CDFJV nor any of their respective Affiliates shall make any public announcement or other disclosure to the press or public regarding this Agreement or the Partnership or any matter related hereto or thereto, unless Polaris and CDF mutually agree to make an announcement in a form that both have approved. Notwithstanding the foregoing, to the extent a Party (or its Affiliate) is required by law, or the rules of a national securities exchange applicable to such Party (or such Affiliate) to make a public announcement

regarding this Agreement or the Partnership or any matter related hereto or thereto, then such Party (or such Affiliate) may make a public announcement in order for such Party (or such Affiliate) to duly comply with such law or rule; provided that such Party (or such Affiliate) gives notice to the other Party of such public announcement promptly upon such Party (or such Affiliate) becoming aware of its need to comply with such law or rule, but, in any event, not later than the time the public announcement is to be made.

12.17 *No Third-Party Beneficiaries.* This Agreement is for the sole and exclusive benefit of the Partners, and it shall not be deemed to be for the direct or indirect benefit of any other Person.

12.18 *Disclaimer of Agency.* This Agreement shall not constitute either Partner (or any of its Affiliates) as a legal representative or agent of the other Partner (or any of its Affiliates), nor shall a Partner (nor any of its Affiliates) have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against or in the name or on behalf of the other Partner (or any of its Affiliates) or the Partnership, unless otherwise expressly permitted by such Partner, and except as expressly provided in any of the Definitive Agreements.

ARTICLE XIII **Definitions**

As used in this Agreement, the following terms shall have the following meanings:

“***Additional Capital Contribution***” shall have the meaning given to it in Section 2.2.

“***Affiliate***” shall mean, with respect to a Person, any Person which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person.

“***Agreement***” shall have the meaning given to it in the preamble hereto.

“***Approved by the Management Committee***” shall have the meaning given to it in Section 4.1.

“***Arbitrable Disputes***” shall have the meaning given to it in Section 4.7(a).

“***Average Outstanding Balance***” shall mean, with respect to any defined set of Securitized Receivables (or Receivables anticipated to become Securitized Receivables), the aggregate average balance of such Receivables, calculated to two decimal places, determined for each month during the Run-Off Period, assuming that such balance is equally and fully amortized over the Run-Off Period.

“***Bankruptcy Event***” shall mean, with respect to any Person, the entry of a decree or order by a court having jurisdiction in the premises adjudging the Person a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Person under the Federal Bankruptcy Code or any other applicable Federal or State law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Person or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or

order unstayed and in effect for a period of sixty (60) consecutive days; or the consent by such Person to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or similar relief under the Federal Bankruptcy Code or any other applicable Federal or State law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Person or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due and its willingness to be adjudged a bankrupt.

“Base Capital” shall mean, at any time, the sum of (a) the Tangible Net Worth of Polaris Acceptance at such time, and (b) the aggregate principal amount of Revolving Loans (as defined in the Credit and Security Agreement) borrowed by Polaris Acceptance at such time.

“BBA Partnership Audit Rules” shall mean Sections 6221 through 6241 of the Code, as amended by the Budget Act, including any other Code provisions with respect to the same subject matter as Sections 6221 through 6241 of the Code, and any regulations promulgated or proposed under any such Sections and any administrative guidance with respect thereto.

“Budget Act” shall mean the Bi-partisan Budget Act of 2015.

“Business Day” shall mean any day the Federal Reserve Bank of Chicago is open for the transaction of business.

“Business Dispute” shall have the meaning given to it in Section 8.6.

“Capital Account” shall have the meaning given to it in Section 2.3.

“CDF” shall mean Wells Fargo Commercial Distribution Finance, LLC, a Delaware limited liability company.

“CDF Competitor” shall mean an individual or a corporation, partnership, trust, association, sole proprietorship, limited liability company or other entity of any kind which either directly or indirectly, alone or together, owns (other than the ownership of less than 10% of the outstanding voting capital stock of any corporation whose voting capital stock is publicly listed), manages, operates, controls, or participates in, or is connected as an officer, employee, partner, director, shareholder (except as noted above) or otherwise with, any business engaged in the floorplan financing industry other than Polaris Acceptance, CDF, or any Affiliate of CDF as of the date hereof.

“CDF Services Agreement” shall mean that certain Second Amended and Restated Services Agreement -- CDF to PA, effective as of March 1, 2019, by and between CDF and Polaris Acceptance, as such agreement may be amended, restated, amended and restated, modified or supplemented from time to time.

“CDF” shall have the meaning given to it in the preamble hereto.

“CDF Purchase Option” shall have the meaning given to it in Section 3.3(a).

“**CEO**” shall have the meaning given to it in Section 4.5.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto.

“**Contribution Agreement**” shall mean that certain Contribution Agreement, dated as of February 7, 1996, by and between CDF and the Partnership, as such agreement may be amended, restated, modified or supplemented from time to time.

“**COO**” shall have the meaning given to it in Section 4.4.

“**Core Units**” shall mean (1) Powersports Units, and (ii) Marine Units.

“**Credit and Security Agreement**” shall mean that certain Amended and Restated Credit and Security Agreement, effective as of March 1, 2019, by and between CDF and the Partnership, as such agreement may be amended, restated, amended and restated, modified or supplemented from time to time.

“**Defaulting Partner**” shall mean the Party causing an Event of Default.

“**Definitive Agreements**” shall mean this Agreement, the Joint Venture Agreement, the Credit and Security Agreement, the CDF Services Agreement, the Polaris Services Agreement, the Subservices Agreement, the Manufacturer’s Repurchase Agreement, the Contribution Agreement, the Program Letters, and the License Agreement, as each such document may be amended, restated, supplemented or otherwise modified from time to time.

“**Discount Rate**” shall mean, as of the date of this Agreement, two percent (2%), and thereafter, a rate determined by CDFJV from time to time, with input from PAI.

“**Distributable Cash**” shall mean, with respect to any fiscal month-end, an amount equal to the remainder of (x) the Partners’ combined aggregate Capital Account balances at such time, *minus* (y) an amount equal to the Required Equity Percentage of Base Capital to be based on the Base Capital determined each month as of the end of such month.

“**Effective Date**” shall have the meaning given to it in the preamble hereto.

“**Effective Rate**” shall have the meaning given such term in the Credit and Security Agreement.

“**Employee Severance Expenses**” shall mean, in connection with a dissolution of the Partnership, (i) all severance payments to be made by CDF, Polaris, or any of their respective Affiliates, in accordance with the severance policies applicable to their respective personnel, to personnel which were dedicated to the Partnership at the time of dissolution, to the extent such personnel’s employment with CDF, Polaris or such Affiliate (as appropriate) is to be terminated in connection with such dissolution, and (ii) all moving and relocation expenses to be incurred by personnel which were dedicated to the Partnership at the time of dissolution to the extent such personnel will be relocated under a program or policy of CDF, Polaris or any of their respective

Affiliates (25 appropriate) in connection with such dissolution; provided that the expenses described in this clause (ii) shall not exceed the expenses which would be incurred in connection with the relocation of such personnel back to such personnel's place of residence immediately prior to such personnel's engagement on behalf of the Partnership.

“Event 6/ Default” shall have the meaning given to it in Section 8.2.

“Excluded Dealer” shall have the meaning given to it in Section 1.2.

“Excluded Products” shall have the meaning given to it in Section 1.2.

“Extended Term” shall have the meaning given to it in Section 1.4(a).

“Fair Market Value” shall mean, as to a defined set of Receivables, an amount determined in accordance with the methodology and formulae used to calculate the present value of such Receivables in Schedule 1 annexed hereto based upon (1) the utilization of the Discount Rate, (11) an assumption that such Receivables will have an average life equal to the Run-Off Period, (iii) the yield of such Receivables, based on forecasted projections created with respect to such Receivables and applied to the projected Average Outstanding Balance of such Receivables; (iv) the projected cost of funds based on (x) the cost of funds projections of the Securitization Facility, and (y) the forecasted cost of funds as determined by Wells, applied to the projected Average Outstanding Balance of such Receivables, and assuming such Receivables are funded entirely by debt; (v) the projected cost of servicing such Receivables as determined by CDFJV with the input of PAI; and (vi) forecasted chargeoffs with respect to the projected Average Outstanding Balance of such Receivables. For illustration purposes only, an example of the Fair Market Value calculation is set forth in Schedule 1. All forecasts and projections will be based upon CDFJV's forecasts with input from PAI. CDFJV shall allow PAI to review the data which support the determination of Fair Market Value from time to time, upon PAI's reasonable request. Back-testing will be performed periodically to assess the quality of the forecasts and projections used, and the forecasts and projections will be adjusted each calendar month or at such different intervals as Wells may determine. The forecasts and projections will be reviewed at each Management Committee meeting.

“First Amended Agreement” shall have the meaning given to it in the Recitals hereto.

“Fiscal Year” shall have the meaning given to it in Section 7.4.

“Fundamental Dispute” shall have the meaning given to it in Section 8.5.

“Funded Securitized Receivables” shall mean, as of any date, those Receivables which, at any time prior to such date, (i) were sold by the Partnership to a Securitization Facility sponsored by Wells and (ii) which have been funded by the issuance of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV).

“Funded Securitized Receivables Amount” shall mean, as of any date, the aggregate outstanding principal balance of Funded Securitized Receivables.

“Global Monthly ADB” shall mean, for any calendar month, the total aggregate outstanding principal amount owing to Affiliates of CDF other than Polaris Acceptance and Wells Fargo Capital Finance Corporation Canada from all dealers and distributors (as determined on a managed basis without regard for securitization) of Polaris Product (excluding any such principal amount attributable to retail sales or Excluded Product) for receivables arising out of sales of Polaris Product to dealers and distributors located outside of North America (excluding retail sales) and financed by such Affiliates of CDF (for the avoidance of doubt, other than Polaris Acceptance and Wells Fargo Capital Finance Corporation Canada), during the term of the Partnership for each day during such calendar month, divided by the number of days in such calendar month.

“Global Twelve-Month ANR” shall mean with respect to any twelve-month period, calculated as of December 31 of each year during the term of the Partnership, the sum of the Global Monthly ADB for each month during such period, divided by twelve.

“Indemnified Parties” shall have the meaning given to it in Section 11.3.

“Initial Term” shall have the meaning given to it in Section 1.4(a).

“Investment Grade” shall mean, with respect to Wells (or any successor entity through which CDF obtains funding for its finance businesses) at any time, that the rating given by Standard & Poor’s Ratings Services or Moody’s Investor Service, Inc. to the long term debt of Wells (or such successor entity, as the case may be) shall be “BBB-” or higher or “Baa3” or higher, respectively, at such time.

“Joint Venture Agreement” shall mean that certain Second Amended and Restated Joint Venture Agreement, dated effective as of August 1, 2019, between PII and CDF, as such agreement may be amended, restated, amended and restated, modified or supplemented from time to time.

“Last Day of the Initial Term” shall mean February 28, 2027.

“License Agreement” shall mean that certain Second Amended and Restated License Agreement, dated as of November 1, 2023, by and among PAI, Manufacturer and Polaris Acceptance, as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Management Committee” shall have the meaning given to it in Section 4.1.

“Management Committee Initial Consideration Period” shall have the meaning given to it in Section 12.15(b).

“Manufacturer” shall have the meaning given to it in the Recitals hereto.

“Manufacturer’s Repurchase Agreement” shall mean that certain Second Amended and Restated Manufacturer’s Repurchase Agreement among PII, Manufacturer, PSI, Polaris Acceptance, and the Marine Portfolio Entities dated July 1, 2024, as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Marine Portfolio Entities” shall mean Highwater Marine, LLC, a Delaware limited liability company, Polaris Boats LLC, a Delaware limited liability company, and Pontoon Boat, LLC, a Delaware limited liability company, and **“Marine Portfolio Entity”** shall mean any of them.

“Marine Portfolio Products” shall mean all inventory and other products of every type or nature manufactured or distributed by any Marine Portfolio Entity.

“Marine 0072 Program Letter” shall mean that certain Program Letter (Marine Portfolio) - Inventory Financing Program, among, PII, Manufacturer, PSI, the Marine Portfolio Entities, and Polaris Acceptance, dated as of the Effective Date, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Marine Units” shall mean all types and varieties of marine equipment with an engine or motor, including, without limitation, boats and personal watercraft.

“Members” shall have the meaning given to it in Section 4.2.

“Merger Event” shall mean (i) a merger or consolidation of a direct or indirect parent of a Partner (a **“Merger Party”**) with or into any other corporation, partnership, limited liability company or other entity (a **“Successor Entity”**), (ii) a statutory share or equity exchange involving the capital stock or equity of a Merger Party and a Successor Entity, (iii) a sale of all or substantially all of the assets of a Merger Party to a Successor Entity, or (iv) the sale of all of the outstanding capital stock or equity of a Merger Party to a Successor Entity; provided, however, that if the internal corporate or ethical policies of a Partner or any of its Affiliates (it being acknowledged and agreed by each Partner that such policies shall be consistently applied by such Partner or its Affiliate acting in good faith and not as a pretext to cause such event not to qualify as a Merger Event) would not permit such Partner or its Affiliates to do business with, or otherwise to be associated with, the applicable Successor Entity in any transaction described in clauses (i) through (iv), above, then such transaction shall not be deemed to be a Merger Event.

“Merger Party” shall have the meaning given to it in the definition of **“Merger Event.”**

“No Exercise Date” shall have the meaning given to it in Section 3.3(a).

“Non-Defaulting Partner” shall mean the Party not causing an Event of Default when the other Party is a Defaulting Partner.

“OCC shall have the meaning given to it in Section 7.2.

“Original Agreement” shall have the meaning given to it in the Recitals hereto.

“**PA**” shall have the meaning given to it in the Recitals hereto.

“**PAI**” shall have the meaning given to it in the preamble hereto.

“**PAI Purchase Option**” shall have the meaning given to it in Section 3.2(a).

“**Panel**” shall have the meaning given to it in Section 4.7(c).

“**Partner**” and “**Partners**” shall have the meanings given to them in Section 1.1.

“**Partnership**” shall have the meaning given to it in the Recitals hereto.

“**Partnership Indemnified Party**” shall have the meaning given to it in Section 11.1.

“**Partnership Interest**” and “**Partnership Interests**” shall have the meanings given to them in Section 1.1.

“**Partnership Representative**” shall have the meaning given to it in Section 7.10(b).

“**Party**” and “**Parties**” shall have the meanings given to them in Section 1.1.

“**Person**” shall mean and include an individual, a partnership, a corporation (including a business trust), a limited liability company, a joint stock company, an unincorporated association, a joint venture, a trust, a sole proprietorship and any other entity or a governmental authority.

“**PIT**” shall have the meaning given to it in the Recitals hereto.

“**Polaris**” shall have the meaning given to it in the Recitals hereto.

“**Polaris Acceptance**” shall have the meaning given to it in the Recitals hereto.

“**Polaris Commercial Customers**” means any or all of the domestic (i) dealers, (ii) distributors, (iii) boat club operators, and (iv) other commercial customers that purchase any Polaris Products primarily for commercial use or resale, in each case, of or from Polaris or any Affiliates of Polaris, but for the avoidance of doubt, excluding consumers purchasing Polaris Products at retail for personal, family or household purposes.

“**Polaris Competitor**” shall mean an individual or a corporation, partnership, trust, association, sole proprietorship, limited liability company or other entity of any kind which either directly or indirectly, alone or together, owns (other than the ownership of less than 10% of the outstanding voting capital stock of any corporation whose voting capital stock is publicly listed), manages, operates, controls, or participates in, or is connected as an officer, employee, partner, director, shareholder (except as noted above) or otherwise with, any business engaged in one or more of the snowmobile, all-terrain vehicle (a/k/a ATV), side-by-side vehicle, low emission vehicle or motorcycle (and, in each case, related parts, garments and accessories) industries other than Polaris Acceptance, Polaris, or any Affiliate of Polaris as of the date hereof.

“Polaris Products” shall mean, at any time, (i) any products manufactured or distributed by Polaris or any of their Affiliates at such time, (including, without limitation, any Marine Portfolio Products) and (iii) any other products that are approved by the Management Committee.

“Polaris Services Agreement” shall mean that certain Second Amended and Restated Services Agreement -- Polaris to PA, effective as of March 1, 2019, by and between PAI and Polaris Acceptance, as such agreement may be amended, restated, amended and restated, modified or supplemented from time to time.

“Powersports Program Letter” shall mean that certain Amended and Restated Program Letter (Powersports) - Inventory Financing Program among, PII, Manufacturer, PSI, the Marine Portfolio Entities, and Polaris Acceptance, dated as of the Effective Date, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Powersports Units” shall mean all types and varieties of land sporting, utility, or recreational equipment with an engine or motor, including, without limitation, motorcycles, mopeds, motorized bicycles, scooters, standing scooters, all-terrain vehicles, three-wheelers, trikes, four-wheelers, side-by-sides, snow mobiles, golf carts, personal transport vehicles, other units using handlebars or steering wheels to control movements and/or those whose operators are exposed to the elements.

“Profits” or **“Losses”** shall mean, for each period taken into account under Article VI, an amount equal to the Partnership’s taxable income or taxable loss for such period, respectively, determined in accordance with Federal income tax principles, with the following adjustments:

(i) there shall be added to such taxable income or taxable loss an amount equal to any income received by the Partnership during such period which is wholly exempt from Federal income tax interest income which is exempt from Federal income tax under Section 103 of the Code);

(ii) any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss; and (iii) such other adjustments as are required under Section 704 of the Code and the regulations thereunder shall be made.

“Program Letters” shall mean (i) the Powersports Program Letter, and (ii) the Marine Portfolio Program Letter.

“Pro Rata Share” shall have the meaning given to it in the definition of **“Securitization Funding Costs.”**

“PSI” shall have the meaning given to it in the Recitals hereto.

“Purchase Option Closing Date” shall have the meaning given to it in Section 3.2(b).

“Receivables” shall mean all accounts, payment intangibles and/or instruments (as each such term is defined in the Uniform Commercial Code) originated or acquired by the Partnership in the conduct of its business that constitute dealer receivables or “accounts receivable” (as such term is used in this Agreement).

“Receivables Sale Agreement” shall mean any agreement to which the Partnership is a party from time to time, and pursuant to which the Partnership transfers Receivables to a purchaser in connection with a Securitization Transaction.

“Recovery” shall mean any payment or funds received from or on behalf of an obligor with respect to a Receivable during a calendar month which Receivable was previously charged-off by the Partnership.

“Renewal Notice Date” shall mean the date which is one year prior to the expiration of the Initial Term, an Extended Term, or an additional term (as applicable).

“Required Equity Percentage” shall mean thirty-three percent (33%), as adjusted by the Partners or the Management Committee from time to time in accordance with Section 2.2.

“Required Withdrawal Notice Date” shall, (a) if a Shortened Withdrawal Event has occurred, mean the date which is 180 days prior to the Withdrawal Date contained in the notice delivered under and pursuant to Section 2.7(b), and such notice includes a reasonably detailed explanation of such Shortened Withdrawal Event, or (b) if no Shortened Withdrawal Event has occurred, mean the date which is 18 months prior to the Withdrawal Date contained in the notice delivered under and pursuant to Section 2.7(b).

“Run-Off Period” shall mean, with respect to any Receivables to be sold by the Partnership to a Securitization Facility, a calendar period equal to twenty-four (24) months beginning on the date such Receivables become Securitized Receivables.

“Second Amended Agreement” shall have the meaning given to it in the Recitals hereto.

“Securitization Facility” shall mean a financial program and structure pursuant to which a Securitization Transaction is established, administered and consummated.

“Securitization Funding Costs” shall mean, for any calendar month, the sum of (a) the product of (i) the interest rate payable by CDFJV or any other issuer of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV) with respect to the Funded Securitized Receivables for such month, (ii) the portion of the average daily ending outstanding balance of the Securitized Receivables during such month which has been funded by the issuance of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV), and (iii) the number of days in such month, *divided* by 360, (b) any costs or expenses of Wells or any Affiliate thereof as actually incurred by such entity specifically and directly relating to the Securitized Receivables and/or the Pro Rata Share of any costs or expenses allocated to such entity during such month, in each case in connection with a Securitization Transaction funded,

sponsored, arranged or administered by Wells or any Affiliates thereof including, but not limited to, any actual or the Pro Rata Share of any costs or expenses incurred by or allocated to, as the case may be, Wells or any Affiliate thereof with respect to any public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV) funding of any Securitized Receivables, including, without limitation, any debt costs associated with Receivables transferred by the Partnership to a Securitization Facility which have not been funded by the issuance of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV) to the extent not included in the Effective Rate, and (c) the product of (i) the Effective Rate for such month, (ii) the portion of the average daily ending outstanding balance of the Securitized Receivables during such month which has not been funded by the issuance of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV) and (iii) the number of days in such month, *divided* by 360. For purposes of this definition, “**Pro Rata Share**” shall mean the proportion that the Securitized Receivables Amount bears, at any given time, to the aggregate face value of the entire asset pool that is subject of the applicable Securitization Transaction.

“**Securitization Transaction**” shall mean any securitization or structured finance transaction in which an interest of the Partnership in any Receivables are or are to be transferred by the Partnership to a so-called special purpose entity for fair and reasonably equivalent value and where such transfer is intended by the Partnership to be accounted for as a sale in accordance with generally accepted accounting principles (notwithstanding how such transfer may ultimately be characterized for tax and accounting purposes). Without limiting the foregoing, the sale of Receivables by the Partnership into the Securitization Facility sponsored by Wells as currently taking place under the Second Amended Agreement, constitutes a Securitization Transaction.

“**Securitized Receivables**” shall mean those Receivables sold by the Partnership to a Securitization Facility in connection with a Securitization Transaction.

“**Securitized Receivables Amount**” shall mean, at any given time, the sum of (i) the Unfunded Securitized Receivables Amount *plus* (ii) the Funded Securitized Receivables Amount.

“**Senior Officers**” shall have the meaning given to it in Section 4.7(a).

“**Services Agreements**” shall mean the Polaris Services Agreement, the CDF Services Agreement and the Subservices Agreement.

“**SG&A Costs**” shall mean, for any period, those selling, general and administrative costs incurred by the Partnership or allocated to the Partnership by CDF, which are related to the Partnership’s floorplan assets, including Receivables and Securitized Receivables. SG&A Costs do not include audit true-ups, outside service expenses, external credit, collection and repossession costs, and those costs and expenses for services which are customarily outsourced such as legal and audit.

“Shortened Withdrawal Event” shall mean the date upon which PAI provides written notice to CDFJV that not less than thirty days have elapsed without a reasonably satisfactory resolution following the issuance by PAI, of a written objection to (a) a calculation in any Receivables Sale Agreement of “fair value” of any Receivable sold thereunder, and which PAI contends is materially different from the amount calculated on the basis of the definition of Fair Market Value set forth in this Agreement, or (b) a determination of Fair Market Value (or any component part thereof, including the Discount Rate or the projected cost of servicing Receivables for purposes of determining the Fair Market Value thereof) by CDFJV.

“Subservices Agreement” shall mean that certain Amended and Restated Sub Services Agreement - Polaris to CDF, dated as of November 30, 2012, between PAI and CDF, as such agreement may be amended, restated, amended and restated, modified or supplemented from time to time.

“Successor Entity” shall have the meaning given to it in the definition of **“Merger Event.”**

“System Technology” shall have the meaning given to it in Section 12.6.

“Tangible Net Worth” means, with respect to the Partnership at any time, the remainder at such time, determined in accordance with U.S. generally accepted accounting principles, of (a) the total assets of the Partnership minus (b) the sum (without action and without duplication of deductions) of (i) the total liabilities of the Partnership, (ii) all reserves established by the Partnership for anticipated losses and expenses (to the extent not deducted in calculating total assets in clause (a) above and not included in clause (i)), and (iii) all intangible assets of the Partnership, including, without limitation, goodwill (including any amounts, however designated on the balance sheet, representing the cost of acquisition of businesses and investments in excess of underlying tangible assets), trademarks, trademark rights, trade name rights, copyrights, patents, patent rights, licenses, un-amortized debt discount, marketing expenses, organization expenses and non-compete agreements.

“Tax Matters Partner” shall have the meaning given to it in Section 7-10.

“Technology” shall have the meaning given to it in Section 12.6.

“Termination Fee” shall have the meaning given to it in Section 1.4(b).

“Third Amended Agreement” shall have the meaning given to it in the Recitals hereto.

“Unfunded Securitized Receivables” shall mean, as of any date, the Securitized Receivables *minus* the Funded Securitized Receivables and, for avoidance of doubt, shall consist of those accounts receivable, which at any time prior to such date, (i) were sold by the Partnership to a Securitization Facility sponsored by Wells and (ii) which have not been funded by the issuance of public or private debt (other than with respect to intercompany loans to CDFJV or any of its Affiliates from any Affiliate of CDFJV).

“Unfunded Securitized Receivables Amount” shall mean, as of any date, the aggregate outstanding principal balance of Unfunded Securitized Receivables and shall be computed as the aggregate Securitized Receivables Amount *minus* the Funded Securitized Receivables Amount.

“Wells” shall mean Wells Fargo Bank, N.A.

“Withdrawal Date” shall have the meaning given to it in Section 2.7(b).

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of February 7, 2024, and is effective as of, the Effective Date.

POLARIS ACCEPTANCE INC.

By: /s/ John Springer
Name: John Springer
Title: Vice President

CDF JOINT VENTURES, LLC

By: /s/ Laura Early
Name: Laura Early
Title: Senior Securitization Officer and Treasurer

Schedule 1

Pro Forma Example of the Fair Market Value Calculation

Schedule 2

Initial Excluded Dealers

I, Michael T. Speetzen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Polaris Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ MICHAEL T. SPEETZEN

Michael T. Speetzen
Chief Executive Officer

Date: July 29, 2025

I, Robert P. Mack, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Polaris Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ ROBERT P. MACK

Robert P. Mack
Chief Financial Officer

Date: July 29, 2025

POLARIS INC.
STATEMENT PURSUANT TO 18 U.S.C. §1350

I, Michael T. Speetzen, Chief Executive Officer of Polaris Inc., a Delaware corporation (the “Company”), hereby certify as follows:

1. This statement is provided pursuant to 18 U.S.C. § 1350 in connection with the Company’s Quarterly Report on Form 10-Q for the period ended June 30, 2025 (the “Periodic Report”);
2. The Periodic Report fully complies with the requirements of Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended; and
3. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods indicated therein.

Date: July 29, 2025

/s/ MICHAEL T. SPEETZEN

Michael T. Speetzen

Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Polaris Inc. and will be retained by Polaris Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

POLARIS INC.
STATEMENT PURSUANT TO 18 U.S.C. §1350

I, Robert P. Mack, Chief Financial Officer of Polaris Inc., a Delaware corporation (the “Company”), hereby certify as follows:

1. This statement is provided pursuant to 18 U.S.C. § 1350 in connection with the Company’s Quarterly Report on Form 10-Q for the period ended June 30, 2025 (the “Periodic Report”);
2. The Periodic Report fully complies with the requirements of Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended; and
3. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods indicated therein.

Date: July 29, 2025

/s/ ROBERT P. MACK

Robert P. Mack

Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Polaris Inc. and will be retained by Polaris Inc. and furnished to the Securities and Exchange Commission or its staff upon request.