

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION



Harley-Davidson Financial Services, Inc.

**Offers to Purchase for Cash Any and All of Harley-Davidson Financial Services, Inc.'s Medium-Term Notes
Described in the Table Below**

Title of Security	CUSIP / ISIN⁽¹⁾	Aggregate Principal Amount Outstanding	U.S. Treasury Reference Security⁽²⁾	Bloomberg Reference Page⁽²⁾	Fixed Spread⁽³⁾
6.500% Medium-Term Notes due 2028	CUSIP: 41284VAC6 / U2465RAC5 ISIN: US41284VAC63 / USU2465RAC52	\$700,000,000	4.250% UST due February 15, 2028	FIT5	35 bps
5.950% Medium-Term Notes due 2029	CUSIP: 41283LBB0 / U24652AW6 ISIN: US41283LBB09 / USU24652AW63	\$500,000,000	3.625% UST due October 31, 2030	FIT1	45 bps

- (1) No representation is made as to the correctness or accuracy of the CUSIP numbers listed in this Offer to Purchase (as defined herein) or printed on the Notes. Such information is provided solely for the convenience of the Holders (as defined herein) of the Notes.
- (2) The consideration (the "Consideration") payable per \$1,000 principal amount of Notes validly tendered and accepted for purchase will be determined in the manner described in this Offer to Purchase by reference to the applicable fixed spread specified in the table above (the "Fixed Spread"), plus the yield to maturity of the U.S. Treasury Reference Security (the "Reference Yield") based on the bid-side price of the applicable U.S. Treasury Reference Security specified above on the applicable Reference Page specified above (the "Reference Page") at 2:00 p.m., New York City time, on November 21, 2025 (such date and time, as it may be extended, the "Price Determination Date"). The sum of the Fixed Spread and the Reference Yield is referred to as the "Repurchase Yield". The calculation of the Consideration may be performed to either the maturity date or the par call date for the Notes, as applicable, in accordance with standard market practice. The Consideration does not include Accrued Interest (as defined herein), which will be paid on Notes accepted for purchase by us as described herein.
- (3) In addition to the Consideration, holders (each a "Holder" and, collectively, the "Holders") of Notes accepted for purchase pursuant to the Offers, including Notes accepted pursuant to the Guaranteed Delivery Procedures described herein, will also receive Accrued Interest to, but not including, the Settlement Date (as defined below). See "The Offers—Consideration".

The Offers (as defined herein) will expire at 5:00 p.m., New York City time, on November 21, 2025, unless extended or terminated (such time and date, as the same may be extended or terminated by us in our sole discretion subject to applicable law, the "Expiration Date"). Holders (as defined herein) of Notes (as defined herein) must validly tender (or deliver a properly completed and duly executed Notice of Guaranteed Delivery (as defined herein)) and not validly withdraw their Notes at or prior to the Expiration Date in order to be eligible to receive the Consideration (as defined herein). Tendered Notes may be withdrawn at or prior to 5:00 p.m., New York City time, on November 21, 2025 (such time and date, as the same may be extended by us in our sole discretion, the "Withdrawal Deadline"), but may not thereafter be validly withdrawn, unless otherwise required by applicable law. The Offers are being made upon the terms and subject to the conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, the "Offer to Purchase") relating to the Notes and the accompanying notice of guaranteed delivery (as it may be amended or supplemented from time to time, the "Notice of Guaranteed Delivery").

The consummation of the Offers and Harley-Davidson Financial Services, Inc.'s obligation to accept for payment, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Offers are subject to the satisfaction of or waiver of certain conditions, including the General Conditions (as defined below), set forth in "The Offers—Conditions to the Offers".

THIS OFFER TO PURCHASE AND THE NOTICE OF GUARANTEED DELIVERY CONTAIN CERTAIN IMPORTANT INFORMATION THAT SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFERS.

The Lead Dealer Managers for the Offers are:

J.P. Morgan

TD Securities

Wells Fargo Securities

The Co-Dealer Managers for the Offers are:

Barclays

US Bancorp

The date of this Offer to Purchase is November 17, 2025

Harley-Davidson Financial Services, Inc. (the “Company”, “us” or “we”) hereby offers (the “Offers”) Holders, on the terms and subject to the conditions set forth in this Offer to Purchase (as amended or supplemented from time to time, this “Offer to Purchase”), to purchase for cash any and all of the (i) 6.500% Medium-Term Notes due 2028 (the “2028 Notes”) and (ii) 5.950% Medium-Term Notes due 2029 (the “2029 Notes” and, together with the 2028 Notes, the “Notes”) issued by the Company as set forth in the table on the front cover of this Offer to Purchase. Any Notes that are accepted for purchase by us will be retired and canceled. The Offers are open to all registered Holders of the Notes. The Offers may be amended, extended, or terminated by us in our sole discretion, subject to applicable law.

Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, including through the Guaranteed Delivery Procedures (as defined herein), and not validly withdrawn pursuant to the Offers is conditioned on the satisfaction of certain conditions that we may waive if they are not satisfied. The Offers are not conditioned on any minimum amount of Notes being tendered.

Subject to the terms and conditions of the Offers, the consideration for each \$1,000 principal amount of Notes validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn and accepted for purchase pursuant to the Offers will be the consideration as set forth in the table on the front cover of this Offer to Purchase (the “Consideration”). Tenders of Notes submitted after the Expiration Date will not be valid, unless the Guaranteed Delivery Procedures are followed.

If a Holder desires to tender Notes and (1) cannot comply with the procedure for book-entry transfer or (2) cannot deliver the other required documents to the Tender and Information Agent by the Expiration Date, such Holder must tender Notes according to the Guaranteed Delivery Procedures described under “The Offers—Procedure for Tendering Notes—Guaranteed Delivery Procedures”.

The Consideration payable per \$1,000 principal amount of Notes of each series validly tendered and accepted for purchase will be determined in the manner described in this Offer to Purchase by reference to the applicable fixed spread specified on the front cover of this Offer to Purchase (the “Fixed Spread”), plus the yield to maturity of the U.S. Treasury Reference Security (the “Reference Yield”) based on the bid-side price of the applicable U.S. Treasury Reference Security specified on the front cover of this Offer to Purchase on the applicable Reference Page specified on the front cover of this Offer to Purchase (the “Reference Page”) at 2:00 p.m., New York City time, on November 21, 2025 (such date as it may be extended, the “Price Determination Date”). The sum of the Fixed Spread and the Reference Yield is referred to as the “Repurchase Yield”. The calculation of the Consideration may be performed to either the maturity date or the par call date for the Notes, as applicable, in accordance with standard market practice. The Consideration does not include Accrued Interest, which will be paid on Notes accepted for purchase by us as described herein.

In addition to the Consideration, Holders of Notes accepted for purchase pursuant to the Offers, including Notes accepted pursuant to the Guaranteed Delivery Procedures described herein, will also receive accrued and unpaid interest on those Notes from the last interest payment date to, but not including, the Settlement Date (“Accrued Interest”). See “The Offers—Consideration”.

We will purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Expiration Date and accepted for purchase, other than Notes tendered through the Guaranteed Delivery Procedures, subject to all conditions to the Offers having been satisfied or waived by us, on the first business day after the Expiration Date, which is expected to be November 24, 2025 unless extended (the “Settlement Date”). We will purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Expiration Date and accepted for purchase pursuant to the Guaranteed Delivery Procedures, subject to all conditions to the Offers having been satisfied or waived by us, on the third business day after the Expiration Date, which is expected to be November 26, 2025, unless extended (the “Guaranteed Delivery Settlement Date”).

Holders are advised to check with any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes for the deadline by when such nominee or intermediary requires receipt of instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers. The deadlines set by any such nominee or intermediary and DTC (as defined herein) will be earlier than the relevant deadlines specified in this Offer to Purchase.

Tenders of Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but, unless otherwise required by applicable law, may not be validly withdrawn thereafter. For the withdrawal of a tendered Note to be valid, such withdrawal must comply with the procedures set forth in “The Offers—Withdrawal of Tenders”. The Company may extend the Withdrawal Deadline in its sole discretion. In addition, the Company may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

NONE OF THE COMPANY, THE TENDER AND INFORMATION AGENT, THE DEALER MANAGERS OR THE TRUSTEE (EACH AS DEFINED HEREIN) (NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES) MAKES ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER THEIR NOTES PURSUANT TO THE OFFERS, AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER THEIR NOTES, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

None of the U.S. Securities and Exchange Commission (the “SEC”), any U.S. state securities commission or any regulatory authority of any other country has approved or disapproved of the Offers, passed upon the merits or fairness of the Offers or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

If you do not tender your Notes, or if you tender Notes that are not accepted for purchase, such Notes will remain outstanding immediately following consummation or termination of the Offers. If the Company consummates the Offers, the applicable trading market for your outstanding Notes may be significantly more limited. For a discussion of this and certain other matters to be considered in connection with the Offers, see “Consequences to Non-Tendering and Tendering Holders”.

Following consummation or termination of the Offers, the Company and/or its affiliates reserve the right to purchase additional Notes from time to time otherwise than pursuant to the Offers in the open market, in privately negotiated transactions, through tender or exchange offers or otherwise, and/or the Company may redeem, defease or otherwise satisfy and discharge the Notes that the Company is permitted to redeem, defease or otherwise satisfy and discharge pursuant to their respective terms in accordance with the applicable provisions of the Indenture, dated as of December 18, 2020 (as supplemented from time to time, the “Indenture”), among the Company, Harley-Davidson Credit Corp., as guarantor, and Citibank, N.A., as trustee (the “Trustee”), including shortly following consummation or termination of the Offers. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of the Notes than the terms of the Offers. Any future purchases by the Company will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates may choose to pursue in the future. These Offers do not constitute a notice of redemption under the provisions of the Indenture.

TABLE OF CONTENTS

IMPORTANT INFORMATION	1
WHERE YOU CAN FIND MORE INFORMATION	4
CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS.....	6
IMPORTANT DATES	9
SUMMARY	11
OUR COMPANY	15
THE OFFERS	16
CONSEQUENCES TO NON-TENDERING AND TENDERING HOLDERS	29
OTHER PURCHASES OF NOTES	30
MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS.....	31
DEALER MANAGERS AND TENDER AND INFORMATION AGENT.....	35
ANNEX A - FORMULA FOR DETERMINING THE CONSIDERATION AND ACCRUED INTEREST	A-1
ANNEX B - FORM OF NOTICE OF GUARANTEED DELIVERY.....	B-1

IMPORTANT INFORMATION

The Notes are represented by one or more global certificates registered in the name of Cede & Co., the nominee of The Depository Trust Company (“DTC”). DTC is the only registered holder of the Notes. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.

Unless the context otherwise requires, all references in this Offer to Purchase to a “Holder” or “Holder of the Notes” include:

1. each person who is shown in the records of DTC as a Holder of the Notes (also referred to as “Direct Participants” and, each, a “Direct Participant”);
2. any broker, dealer, commercial bank, trust company or other nominee or intermediary that holds Notes; and
3. each beneficial owner of Notes holding such Notes, directly or indirectly, in accounts in the name of a Direct Participant or other nominee or intermediary acting on the beneficial owner’s behalf;

except that for the purposes of any payment to a Holder, pursuant to each Offer, of (i) the Consideration and (ii) Accrued Interest, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will only be made by DTC to the relevant Direct Participant. The payment of (i) the Consideration and (ii) Accrued Interest by or on behalf of the Company to DTC will satisfy the obligations of the Company in respect of the payment for the Notes purchased in each Offer.

If a Holder decides to tender Notes pursuant to the Offers, the Holder must arrange for a Direct Participant to electronically transmit an electronic Agent’s Message (as defined herein) through DTC’s Automated Tender Offer Program (“ATOP”), for which the transaction will be eligible. **There is no letter of transmittal for the Offers.**

If a Holder desires to tender Notes and (1) cannot comply with the procedure for book-entry transfer or (2) cannot deliver the other required documents to the Tender and Information Agent by the Expiration Date, such Holder must tender Notes according to the Guaranteed Delivery Procedures described under “The Offers—Procedure for Tendering Notes—Guaranteed Delivery Procedures”.

Holders are advised to check with any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes for the deadline by when such nominee or intermediary requires receipt of instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers. **The deadlines set by any such nominee or intermediary and DTC for the submission and withdrawal of an Agent’s Message through DTC’s ATOP will be earlier than the relevant deadlines specified in this Offer to Purchase.**

For more information regarding the procedures for tendering your Notes, see “The Offers—Procedure for Tendering Notes”.

Any questions or requests for assistance or for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery or related documents may be directed to the Tender and Information Agent (as defined herein) at its telephone numbers or email address set forth on the last page of this Offer to Purchase. A Holder may also contact the Dealer Managers (as defined herein) at their telephone numbers or email addresses set forth on the last page of this Offer to Purchase or such Holder’s broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers. Beneficial owners should contact their broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers.

On the terms and subject to the conditions of the Offers, we will notify the Tender and Information Agent promptly after the Expiration Date as to which Notes tendered are accepted by us for purchase pursuant to the Offers. Provided that the conditions to the Offers have been satisfied or waived by us, all applicable Holders whose Notes are accepted for purchase by the Company will receive payment of (i) the Consideration and (ii) Accrued Interest on the

Settlement Date. The Settlement Date is expected to occur one (1) business day after the Expiration Date and is currently expected to occur on November 24, 2025. The Guaranteed Delivery Settlement Date is expected to occur three (3) business days after the Expiration Date and is currently expected to occur on November 26, 2025.

Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn pursuant to the Offers is conditioned on the satisfaction or waiver by the Company of the conditions to the Offers set forth in “The Offers—Conditions to the Offers”.

The Company expressly reserves the right, in its sole discretion, subject to applicable law, to (i) terminate either or both of the Offers prior to the Expiration Date and not accept for purchase any applicable Notes not theretofore accepted for purchase, (ii) waive any and all of the conditions to either or both of the Offers, (iii) extend the Withdrawal Deadline or the Expiration Date for either or both of the Offers, (iv) delay or accelerate acceptance of the Notes pursuant to either or both of the Offers, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or (v) otherwise amend the terms of either or both of the Offers. The Company may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

Any extension, termination or amendment will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Withdrawal Deadline or the Expiration Date. The foregoing rights are in addition to the Company’s right to delay acceptance for purchase of Notes tendered pursuant to either or both of the Offers or the payment for Notes accepted for purchase in order to comply in whole or in part with any applicable law, subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer.

In the event that an Offer is terminated prior to the Expiration Date, the Consideration will not be paid or become payable to Holders who have tendered their Notes in connection with such Offer. In any such event, any Notes previously tendered and not accepted for purchase pursuant to such Offer will be promptly returned to the tendering Holders.

Notes can be tendered only in accordance with the procedures described in “The Offers—Procedure for Tendering Notes”. Holders who do not participate in the Offers, or whose Notes are not accepted for purchase, will continue to hold their Notes immediately following consummation or termination of the Offers.

THIS OFFER TO PURCHASE AND THE NOTICE OF GUARANTEED DELIVERY CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE A DECISION IS MADE WITH RESPECT TO THE OFFERS.

This Offer to Purchase has not been filed with or reviewed by any federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense. We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This Offer to Purchase, the Notice of Guaranteed Delivery and related documents do not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any Notes in any jurisdictions or in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require an offer to be made by a licensed broker or dealer, the Offers shall be deemed to be made on behalf of the Company by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase, the Notice of Guaranteed Delivery and related documents nor any purchase of Notes shall, under any circumstances, create any implication that the information contained herein or therein is current as of any time subsequent to the date of such information.

Following consummation or termination of the Offers, the Company and/or its affiliates reserve the right to purchase additional Notes from time to time otherwise than pursuant to the Offers (including shortly following consummation or termination of the Offers) through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine,

which may be more or less than the prices to be paid pursuant to the Offers and may be for cash or other consideration. In addition, the Company may from time to time repay, redeem, defease or otherwise satisfy and discharge additional Notes that remain outstanding following consummation or termination of the Offers, in accordance with their respective terms and as permitted by the applicable provisions of the Indenture relating to the Notes, including shortly following consummation or termination of the Offers. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates may choose to pursue in the future. These Offers do not constitute a notice of redemption under the provisions of the Indenture.

In this Offer to Purchase, the Company has used the convention of referring to all Notes that have been validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn as having been “validly tendered”. Any Notes validly withdrawn and not validly tendered again will be deemed to be not validly tendered for purposes of the Offers.

WHERE YOU CAN FIND MORE INFORMATION

We are a subsidiary of Harley-Davidson, Inc. (“Harley-Davidson” or “HDI”) and our operations are highly dependent on its operations. The Notes are not obligations of or guaranteed by Harley-Davidson, and Harley-Davidson is not making the Offers or guaranteeing the obligations of the Company relating to the Offers or under this Offer to Purchase. Harley-Davidson is subject to the informational requirements of the Exchange Act. In accordance with the Exchange Act, Harley-Davidson files annual, quarterly and current reports, proxy statements and other information with the SEC. The SEC maintains a website at <http://www.sec.gov>, which contains reports and other information regarding registrants that file electronically with the SEC. These reports and other information of Harley-Davidson are referred to herein as the “H-D Reports”.

We are part of HDI’s Harley-Davidson Financial Services reportable segment (the “Financial Services segment”) and certain information about us is included in the H-D Reports. Our standalone financial results differ from those reported in the Financial Services segment data included in the H-D Reports due to certain consolidating adjustments contained in the Financial Services segment data and, commencing with the second quarter of 2023, the results of Eaglemark Insurance Company Ltd., and, between the fourth quarter of 2018 and the fourth quarter of 2022, the operating results of Harley-Davidson Dealer Systems (now known as Talon Powersports), in each case, are not reflected in our standalone financial results. Eaglemark Insurance Company Ltd. is a direct subsidiary of HDI that reinsures several Harley-Davidson-branded voluntary protection products provided by unaffiliated third parties. We do not believe that the differences in financial results are material to a Holder’s decision to tender any of their Notes.

For the purpose of including certain information relating to us in this Offer to Purchase without reproducing it in this Offer to Purchase, we are “incorporating by reference” into this Offer to Purchase the information in certain portions of certain documents that Harley-Davidson previously filed with the SEC, which means that we can disclose important information to you by referring you to those portions of such documents. Any information in a later-filed document that supersedes information in an earlier-filed document shall be deemed to replace the information in the earlier-filed document. The information incorporated by reference is an important part of this Offer to Purchase. We incorporate by reference in this Offer to Purchase the portions of the documents listed below that are identified below:

- those portions of Harley-Davidson’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024 that are specifically applicable to us, including without limitation:
 - Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations – the portions of this Item under the captions: (i) *HDFS Segment* – Segment Results, 2024 vs. 2023 and 2023 vs. 2022; and (ii) *Other Matters* – Critical Accounting Estimates – Allowance for Credit Losses on Retail Finance Receivables;
 - Item 8, Financial Statements and Supplementary Data;
- those portions of Harley-Davidson’s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2025, June 30, 2025 (“the Q2Q”), and September 30, 2025 (the “Q3Q”) that are specifically applicable to us, including without limitation:
 - Item 1, Financial Statements;
 - Item 2, Management’s Discussion and Analysis of Financial Condition and Results of Operations – the portions of this Item under the captions and sub captions indicated or as applicable: (i) in the Q2Q, *Key Factors Impacting the Company* – Potential HDFS Investment and in the Q3Q, *Key Factors Impacting the Company* – HDFS Transaction; (ii) *HDFS Segment* – Segment Results, Three Months Ended March 31, 2025 vs. Three Months Ended March 31, 2024, Three Months and Six Months Ended June 30, 2025 vs. Three Months and Six Months Ended June 30, 2024, and Three Months and Nine Months Ended September 30, 2025 vs. Three Months and Nine Months Ended September 30, 2024;

- Item 3, Quantitative and Qualitative Disclosures About Market Risk – the portions of this Item under the caption *HDFS Segment*;
- in the Q3Q, Item 6, Exhibits – Exhibit 10.1 through and including Exhibit 10.11; and
- Harley-Davidson’s Current Reports on Form 8-K (or the specified portion thereof) filed with the SEC on the following dates: May 12, 2025 (only the third paragraph under Item 8.01), August 5, 2025, and November 6, 2025.

The Tender and Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the portions of the documents incorporated by reference. The Tender and Information Agent will also provide without charge to each such person those portions of the Company’s applicable Offering Memorandum and Pricing Supplement relating to the issuance of the Notes of each series that contain the terms of such Notes, as well as our audited financial statements for our fiscal year ended December 31, 2024 (such portions and financial statements, the “Original Offering Documents Selected Portions and Financials”). Requests for such documents should be directed to the Tender and Information Agent at its address, email address or telephone numbers set forth on the back cover of this Offer to Purchase. This Offer to Purchase can also be accessed at the following website: <https://dfking.com/HOG>.

Statements contained in this Offer to Purchase or in any portion of any document incorporated by reference herein as to the contents of any contract or other document referred to in this Offer to Purchase or in the portion of any document incorporated by reference herein do not purport to be complete, and where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects by reference to all of the provisions of such contract or other document.

We have not authorized anyone to provide any information or make any representation other than that contained or incorporated by reference in this Offer to Purchase or other information to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you.

CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

The Private Securities Litigation Reform Act of 1995 provides safe harbor provisions for forward-looking information. Certain of the statements contained in this Offer to Purchase or in other materials Harley-Davidson has filed, or will file, with the SEC, and incorporated herein by reference, are forward-looking statements. These forward-looking statements can generally be identified as such because the context of the statement will include words such as the Company “believes”, “anticipates”, “expects”, “plans”, “projects”, “may”, “will”, “estimates”, “targets”, “intends”, “forecasts”, “seeks”, “sees”, “should”, “feels”, “commits”, “assumes”, “envisions”, or words of similar meaning. Similarly, statements that describe or refer to future expectations, future plans, strategies, objectives, outlooks, targets, guidance, commitments or goals are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially, unfavorably or favorably, from those anticipated as of the date of this Offer to Purchase. Certain of such risks and uncertainties are described below as well as in Item 1A. Risk Factors of Harley-Davidson’s Annual Report on Form 10-K for the year ended December 31, 2024 and in its Quarterly Report on Form 10-Q for the quarter ended September 30, 2025, as well as those discussed in this Offer to Purchase. Investors and other readers are urged to consider these factors in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements.

Important factors that could affect future results and cause those results to differ materially from those expressed in the forward-looking statements include, among others, the following:

- (i) the ability of each of Harley-Davidson and the Company to execute its respective business plans and strategies;
- (ii) the ability of Harley-Davidson to manage supply chain and logistics issues, including without limitation quality issues, unexpected interruptions or price increases caused by supplier volatility, raw material shortages, inflation, war or other hostilities, including the conflict in Ukraine, or natural disasters and longer shipping times and increased logistics costs;
- (iii) the ability of Harley-Davidson to manage and predict the impact that new, reinstated or adjusted tariffs may have on its ability to sell products domestically and internationally, and the cost of raw materials and components, including tariffs recently imposed or that may be imposed by the U.S. on foreign goods or rebalancing or other tariffs recently imposed or that may be imposed by foreign countries on U.S. goods;
- (iv) the ability of Harley-Davidson to accurately analyze, predict and react to changing market conditions, interest rates, and geopolitical environments, and successfully adjust to shifting global consumer needs and interests;
- (v) the ability of Harley-Davidson to accurately predict the margins of its segments in light of, among other things, tariffs, rebalancing trade measures, inflation, foreign currency exchange rates, the cost associated with product development initiatives and Harley-Davidson’s complex global supply chain;
- (vi) the ability of Harley-Davidson to maintain and enhance the value of the Harley-Davidson brand, including detecting and mitigating or remediating the impact of activist collective actions, such as calls for boycotts and other brand-damaging behaviors that could harm Harley-Davidson’s brand or business;
- (vii) the ability of Harley-Davidson and the Company to manage through changes in general economic and business conditions, including changing capital, credit and retail markets, and the changing domestic and international political environments, including as a result of the conflict in Ukraine;
- (viii) the ability of Harley-Davidson and the Company to successfully access the capital and/or credit markets on terms that are acceptable to Harley-Davidson and the Company and within their respective expectations;
- (ix) the ability of Harley-Davidson to successfully carry out its global manufacturing and assembly operations;
- (x) the ability of Harley-Davidson to develop and introduce products, services and experiences on a timely basis that the market accepts, that enable Harley-Davidson to generate desired sales levels and that provide the desired financial returns, including successfully implementing and executing plans to strengthen and grow its leadership position in Grand American Touring, large Cruiser and Trike, and grow its complementary businesses;
- (xi) the ability of Harley-Davidson to perform in a manner that enables Harley-Davidson to benefit from market opportunities while competing against existing and new competitors;
- (xii) the ability of Harley-Davidson to manage the impact that prices for and supply of used motorcycles may have on its business, including on retail sales of new motorcycles;
- (xiii) the ability of Harley-Davidson to prevent, detect and remediate any issues with its motorcycles, or any issues associated with the manufacturing processes to avoid delays in new model launches, recall campaigns, regulatory agency investigations, increased warranty costs or litigation and adverse effects on its reputation and brand strength, and carry out any product programs or recalls within expected costs and timing;

- (xiv) the ability of Harley-Davidson to successfully manage and reduce costs throughout the business;
- (xv) the ability of Harley-Davidson to continue to develop the capabilities of its distributors and dealers, effectively implement changes relating to its dealers and distribution methods, including Harley-Davidson's dealer footprint, and manage the risks that its dealers may have difficulty obtaining capital and managing through changing economic conditions and consumer demand;
- (xvi) the ability of Harley-Davidson to realize the expected business benefits from LiveWire operating as a separate public company, which may be affected by, among other things: (A) the ability of LiveWire to execute its plans to develop, produce, market and sell its electric vehicles; (B) the demand for and consumer willingness to adopt two- and three-wheeled electric vehicles; and (C) other risks and uncertainties indicated in documents filed with the SEC by Harley-Davidson or LiveWire Group, Inc., including those risks and uncertainties noted in "Risk Factors" under "Item 1.A" of LiveWire Group Inc.'s most recent Annual Report on Form 10-K and applicable updates under Item 1.A of the LiveWire Group, Inc.'s Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the SEC;
- (xvii) the ability of Harley-Davidson to manage the quality and regulatory non-compliance issues relating to the brake hose assemblies provided to Harley-Davidson by Proterial Cable America, Inc. in a manner that avoids future quality or non-compliance issues and additional costs or recall expenses that are material;
- (xviii) the ability of Harley-Davidson to maintain a productive relationship with Hero MotoCorp as a distributor and licensee of the Harley-Davidson brand name;
- (xix) the ability of Harley-Davidson to successfully maintain or achieve a manner in which to sell motorcycles in Europe, China, and Harley-Davidson's Association of Southeast Asian Nations (ASEAN) countries that does not subject its motorcycles to incremental tariffs;
- (xx) the ability of Harley-Davidson to manage its Thailand corporate and manufacturing operation in a manner that allows Harley-Davidson to avail itself of preferential free trade agreements and duty rates, and sufficiently lower prices of its motorcycles in certain markets;
- (xxi) the ability of Harley-Davidson and the Company to retain and attract talented employees and leadership, eliminate personnel duplication, inefficiencies and complexity throughout the organization, and successfully complete transitions of executives, and the ability of Harley-Davidson to retain and attract qualified and experienced independent directors for Harley-Davidson's Board of Directors;
- (xxii) the ability of Harley-Davidson and the Company to accurately estimate and adjust to fluctuations in foreign currency exchange rates, interest rates and commodity prices;
- (xxiii) the ability of Harley-Davidson and the Company to manage the credit quality, the loan servicing and collection activities, and the recovery rates of the Company's loan portfolio;
- (xxiv) the ability of Harley-Davidson and the Company to prevent a ransomware attack or cybersecurity incidents and data privacy breaches and respond to related evolving regulatory requirements;
- (xxv) the ability of Harley-Davidson and the Company to adjust to tax reform, healthcare inflation and reform and pension reform, and successfully estimate the impact of any such reform on Harley-Davidson's and the Company's business;
- (xxvi) the ability of Harley-Davidson to manage through the effects inconsistent and unpredictable weather patterns may have on retail sales of motorcycles;
- (xxvii) the ability of Harley-Davidson and the Company to implement and manage enterprise-wide information technology systems, including systems at Harley-Davidson's manufacturing facilities;
- (xxviii) the ability of Harley-Davidson and the Company to manage changes, prepare for, and respond to evolving requirements in legislative and regulatory environments related to their respective products, services and operations, including increased environmental, safety, emissions or other regulations;
- (xxix) the ability of Harley-Davidson to manage its exposure to product liability claims in a manner that avoids or successfully mitigates the impact of substantial jury verdicts and manage exposure in commercial or contractual disputes;
- (xxx) the ability of Harley-Davidson to continue to manage the relationships and agreements that Harley-Davidson has with its labor unions to help drive long-term competitiveness;
- (xxxi) the ability of Harley-Davidson and the Company to manage third-party investment(s) in the Company in a manner consistent with Harley-Davidson's and the Company's objectives and that does not adversely affect their respective businesses;
- (xxxii) the ability of Harley-Davidson and the Company to manage risks related to outsourced functions and use of artificial intelligence;
- (xxxiii) the ability of Harley-Davidson to achieve anticipated results with respect to Harley-Davidson's preowned motorcycle program, Harley-Davidson Certified, Harley-Davidson's H-D1 Marketplace, and Apparel and Licensing;

- (xxxiv) the ability of Harley-Davidson to optimize capital allocation in light of Harley-Davidson's capital allocation priorities;
- (xxxv) the ability of Harley-Davidson to manage Harley-Davidson's share repurchase strategy; and
- (xxxvi) the ability of Harley-Davidson to manage issues related to climate change and related regulations.

The Company believes its retail credit losses will continue to change over time due to changing consumer credit behavior, macroeconomic conditions, including the impact of inflation, and the Company's efforts to increase prudently structured loan approvals to sub-prime borrowers. In addition, the Company's efforts to adjust underwriting criteria based on market and economic conditions and the actions that Harley-Davidson has taken and could take that impact motorcycle values may impact the Company's retail credit losses.

The Company is not under any obligation to, and does not intend to, publicly update or review any forward-looking statement or other statement in this Offer to Purchase or in any related supplement the Company prepares or authorizes or in any documents referred to in this Offer to Purchase, whether as a result of new information, future events or otherwise, even if experience or future events make it clear that any expected results expressed or implied by these forward-looking statements will not be realized. Please carefully review and consider the various disclosures made in this Offer to Purchase that attempt to advise you of the risks and factors that may affect the Company's business, prospects and results of operations.

IMPORTANT DATES

Holders should note the following important times and dates relating to the Offers. We may extend any of these dates and times for the Offers:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Launch Date	November 17, 2025	The date on which we commenced the Offers by issuing a public announcement and delivered this Offer to Purchase to DTC.
Price Determination Date	2:00 p.m., New York City time on November 21, 2025.	The date and time at which the pricing is determined.
Expiration Date.....	5:00 p.m., New York City time, on November 21, 2025, unless extended or terminated by us in our sole discretion subject to applicable law.	The deadline for Holders to tender Notes pursuant to the Offers in order to be eligible to receive the Consideration and Accrued Interest. Tenders of Notes submitted after the Expiration Date will not be valid, unless the Guaranteed Delivery Procedures are followed.
Withdrawal Deadline.....	5:00 p.m., New York City time, on November 21, 2025, unless extended by us in our sole discretion.	The deadline for Holders to validly withdraw tenders of Notes. Tenders of Notes may not be validly withdrawn after the Withdrawal Deadline, unless otherwise required by applicable law.
Settlement Date	The Settlement Date is expected to be on November 24, 2025, the first business day after the Expiration Date.	The date on which we will deposit with DTC, upon the direction of the Tender and Information Agent, the Consideration payable to Holders whose Notes are validly tendered and delivered and not validly withdrawn (other than pursuant to the Guaranteed Delivery Procedures described herein) at or prior to the Expiration Date, and accepted for purchase, plus Accrued Interest.
		Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted for purchase in the Offers, including pursuant to the Guaranteed Delivery Procedures.
Guaranteed Delivery Date.....	5:00 p.m., New York City time, on the second business day after the Expiration Date, which is expected to be November 25, 2025, unless extended by us in our sole discretion subject to applicable law.	The deadline for Holders who, at or prior to the Expiration Date, deliver a Notice of Guaranteed Delivery and all other required documentation to the Tender and Information Agent (or comply with DTC's procedures applicable to guaranteed delivery) to validly tender Notes using the Guaranteed Delivery Procedures in order to be eligible to receive the Consideration and Accrued Interest.

Guaranteed Delivery Settlement
Date.....

The Guaranteed Delivery
Settlement Date is expected to
be on November 26, 2025, the
third business day after the
Expiration Date.

The date on which we will deposit with
DTC, upon the direction of the Tender and
Information Agent, the Consideration
payable to Holders whose Notes are validly
tendered and delivered and not validly
withdrawn pursuant to the Guaranteed
Delivery Procedures described herein at or
prior to the Guaranteed Delivery Date, and
accepted for purchase, plus Accrued
Interest.

Accrued Interest will cease to accrue on the
Settlement Date for all Notes accepted for
purchase in the Offers, including pursuant
to the Guaranteed Delivery Procedures.

The Company may extend the Withdrawal Deadline in its sole discretion. In addition, the Company may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law. As a result, Holders should not tender Notes that they do not wish to be purchased in the Offers.

Notwithstanding any other provision of the Offers, the Company's obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or waiver of the General Conditions (as defined below in "The Offers—Conditions to the Offers"). The Company reserves the right, subject to applicable law, to waive any and all conditions to either or both of the Offers or amend either or both of the Offers in any respect.

If either Offer is terminated or withdrawn, Notes tendered pursuant to such Offer will promptly be returned to the tendering Holders.

SUMMARY

The following summary is provided for your convenience. This summary is not complete and is qualified entirely by reference to, and should be read in connection with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase, the Notice of Guaranteed Delivery and any amendments or supplements hereto and thereto. It highlights important information in this Offer to Purchase and the Notice of Guaranteed Delivery, but does not describe all of the details of the Offers. Holders are urged to read the more detailed information set forth in this Offer to Purchase and the Notice of Guaranteed Delivery and any amendments or supplements hereto and thereto. Each undefined capitalized term used in this summary has the meaning set forth elsewhere in this Offer to Purchase.

<i>The Company</i>	Harley-Davidson Financial Services, Inc., a Delaware corporation (the “Company”).
<i>The Notes.....</i>	The Notes for which the Offers are being made, the CUSIP and ISIN numbers therefor and the principal amounts outstanding are set forth in the table on the front cover of this Offer to Purchase.
<i>The Offers</i>	<p>We are offering to purchase for cash, on the terms and subject to the conditions set forth in this Offer to Purchase and the Notice of Guaranteed Delivery, the Notes set forth in the table on the front cover of this Offer to Purchase.</p> <p>Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn pursuant to the Offers, is conditioned on the satisfaction or waiver by the Company of the General Conditions (as defined below). However, the Offers are not conditioned on any minimum amount of Notes being tendered. Each Offer may be amended, extended or terminated individually by us in our sole discretion subject to applicable law.</p>
<i>Consideration</i>	The consideration for each \$1,000 principal amount of Notes of each series tendered and accepted for purchase pursuant to the Offers will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread specified on the front cover of this Offer to Purchase plus the Reference Yield based on the bid-side price of the applicable U.S. Treasury Reference Security specified on the front cover of this Offer to Purchase as quoted on the Reference Page at 2:00 p.m., New York City time, on the Price Determination Date. The formula for determining the Consideration is set forth on <u>Annex A</u> .
<i>Expiration Date</i>	Each Offer will expire at 5:00 p.m., New York City time, on November 21, 2025, unless extended or terminated by us in our sole discretion subject to applicable law. Tenders of Notes submitted after the Expiration Date will not be valid unless the Guaranteed Delivery Procedures are followed.
<i>Purpose of the Offers</i>	The purpose of the Offers is to allow the Company to repurchase the maximum principal amount of Notes and reduce the amount of the Company’s indebtedness. Any Notes that are tendered and accepted in the Offers will be retired and cancelled.
<i>Price Determination Date</i>	The Price Determination Date will occur at 2:00 p.m., New York City time, on November 21, 2025, unless extended.

<i>Guaranteed Delivery Date.....</i>	Holders who, at or prior to the Expiration Date, deliver a Notice of Guaranteed Delivery and all other required documentation to the Tender and Information Agent (or comply with DTC's procedures applicable to guaranteed delivery) must validly tender Notes using the Guaranteed Delivery Procedures by 5:00 p.m., New York City time, on the second business day after the Expiration Date, which is expected to be November 25, 2025, unless extended by us in our sole discretion subject to applicable law, in order to be eligible to receive the Consideration plus Accrued Interest.
<i>Settlement Date.....</i>	The Settlement Date is expected to occur one (1) business day after the Expiration Date, unless extended by us in our sole discretion, and is currently expected to occur on November 24, 2025.
<i>Guaranteed Delivery Settlement Date.....</i>	The Guaranteed Delivery Settlement Date is expected to occur within three (3) business days following the Expiration Date, unless extended by us in our sole discretion, and is currently expected to occur on November 26, 2025.
<i>Withdrawal Deadline.....</i>	5:00 p.m., New York City time, on November 21, 2025, unless otherwise required by applicable law. The Company may extend the Withdrawal Deadline in its sole discretion. In addition, the Company may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.
<i>Acceptance and Payment; Source of Funds.....</i>	<p>On the Settlement Date, subject to the terms of the Offers and satisfaction or waiver of the conditions to the Offers set forth in "The Offers—Conditions to the Offers", we will (i) accept for purchase Notes validly tendered (other than Notes tendered pursuant to the Guaranteed Delivery Procedures described herein) and not validly withdrawn and (ii) promptly pay to DTC, upon the direction of the Tender and Information Agent, the Consideration plus Accrued Interest for all of such Notes accepted for purchase.</p> <p>On the Guaranteed Delivery Settlement Date, subject to the terms of the Offers and satisfaction or waiver of the conditions to the Offers set forth in "The Offers—Conditions to the Offers", we will (i) accept for purchase Notes validly tendered pursuant to the Guaranteed Delivery Procedures described herein and not validly withdrawn and (ii) promptly pay to DTC, upon the direction of the Tender and Information Agent, the Consideration plus Accrued Interest for all of such Notes accepted for purchase.</p> <p>The Company intends to fund the Offers, including Accrued Interest and fees and expenses payable in connection with the Offers, with cash on hand, including funds generated from recent sales of consumer retail loans receivable. See "The Offers—Conditions to the Offers" and "Acceptance and Payment; Source of Funds".</p>
<i>Conditions to the Offers</i>	<p>Our obligation to accept for purchase, and to pay for, Notes that are validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn pursuant to the Offers is conditioned on the satisfaction or waiver by the Company of the conditions applicable to the Offers set forth in "The Offers—Conditions to the Offers".</p> <p>Subject to applicable law, we expressly reserve the right, in our sole discretion, to terminate either or both of the Offers at any time.</p>

<i>Procedure for Tendering Notes</i>	See “The Offers—Procedure for Tendering Notes”. For further information, call the Tender and Information Agent or the Dealer Managers or consult your broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance. If your Notes are held by a broker, dealer, commercial bank, trust company or other nominee or intermediary, you must contact such nominee or intermediary if you desire to tender your Notes. If a Holder decides to tender Notes pursuant to the Offers, the Holder must arrange for a Direct Participant to electronically transmit an Agent’s Message through DTC’s ATOP, for which the transaction will be eligible. There is no letter of transmittal for the Offers. Notes may be tendered only in principal amounts equal to the authorized denominations set forth in “The Offers—Procedure for Tendering Notes—Minimum Tender Denomination”.
<i>Untendered or Unpurchased Notes</i>	We will return any tendered Notes that we do not accept for purchase to their tendering Holder without expense. Notes not tendered and Notes otherwise not purchased pursuant to the Offers will remain outstanding immediately following consummation or termination of the Offers. If an Offer is consummated, the aggregate principal amount that remains outstanding of the Notes that is purchased in part in such Offer will be reduced. This may adversely affect the liquidity of and, consequently, the market price for the Notes that remain outstanding after consummation of such Offer. See “Consequences to Non-Tendering and Tendering Holders”.
<i>Material United States Federal Income Tax Considerations</i>	For a discussion of the material United States federal income tax considerations of the Offers, see “Material United States Federal Income Tax Considerations”. Holders are urged to consult their professional advisers regarding the possible tax consequences under the laws of the jurisdictions that apply to them or to the sale of their Notes pursuant to the Offers.
<i>Other Purchases of Notes</i>	We and/or our affiliates may from time to time, after consummation or termination of the Offers, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise or we may redeem, defease or otherwise satisfy and discharge the Notes pursuant to their respective terms in accordance with the applicable provisions of the Indenture, including shortly following consummation or termination of the Offers. Any future purchases or redemptions may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Offers. Any future purchases, redemptions, defeasances or satisfaction and discharge by us and/or our affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we and/or our affiliates may choose to pursue in the future. These Offers do not constitute a notice of redemption under the provisions of the Indenture.
<i>Dealer Managers</i>	J.P. Morgan Securities LLC, TD Securities (USA) LLC and Wells Fargo Securities, LLC are serving as lead dealer managers (the “Lead Dealer Managers”), and Barclays Capital Inc. and U.S. Bancorp Investments, Inc. are serving as co-dealer managers (the “Co-Dealer Managers” and, together with the Lead Dealer Managers, the “Dealer Managers”), in connection with the Offers. The Lead Dealer Managers’ contact information appears on the back cover of this Offer to Purchase.
<i>Tender and Information Agent</i>	D.F. King & Co., Inc. is serving as Tender and Information Agent in connection with the Offers. Requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent using the contact information appearing on the back cover of this Offer to Purchase.

Trustee Citibank, N.A.

Brokerage Commissions No brokerage commissions are payable by Holders to the Company, the Dealer Managers, the Tender and Information Agent or the Trustee.

OUR COMPANY

Harley-Davidson Financial Services, Inc. is a Delaware corporation. We are engaged in the business of financing and servicing wholesale inventory receivables and retail consumer loans, primarily for the purchase of Harley-Davidson® and LiveWire® motorcycles. We work with certain unaffiliated third parties to provide motorcycle insurance and voluntary protection products to motorcycle owners. We conduct business principally in the United States and Canada. The dealers of Harley-Davidson Motor Company as well as their retail customers in Europe, the Middle East and Africa, Asia Pacific and Latin America generally have access to financing through third party financial institutions, some of which have licensing agreements with us.

The mailing address of our principal executive offices is 9850 Double R Boulevard, Suite 100, Reno, Nevada 89521, and our telephone number at that location is (775) 886-3000. We maintain a corporate website at www.myhdfs.com. The information provided on our corporate website is not a part of this Offer to Purchase and, therefore, is not incorporated herein by reference.

Primary Operating Subsidiary and Guarantee

Harley-Davidson Credit Corp. (“HDCC”) is a Nevada corporation and the primary operating subsidiary of the Company. All payments on the Notes, including principal, premium, if any, and interest, are fully, unconditionally and irrevocably guaranteed on an unsecured senior and unsubordinated basis by HDCC (the “Guarantee”). The Guarantee is an unsecured senior obligation of HDCC, ranking equally in right of payment with all of HDCC’s other unsecured and unsubordinated obligations from time to time outstanding. The Notes are not obligations of or guaranteed by Harley-Davidson, our parent company.

Recent Developments

On October 31, 2025, following the closing of the HDFS Transaction (as such term is defined in HDI’s quarterly report on Form 10-Q for the quarter ended September 30, 2025), the Company paid a dividend of \$1 billion to HDI and expects to pay an additional dividend to HDI by the end of the first quarter of 2026.

THE OFFERS

General

We are offering, subject to the terms and conditions of this Offer to Purchase and the Notice of Guaranteed Delivery, to purchase for cash the Notes validly tendered, including through the Guaranteed Delivery Procedures, and not validly withdrawn pursuant to the Offers on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.

Each Offer is subject to the satisfaction or waiver, in the Company's sole discretion, of all of the applicable conditions set forth under "—Conditions to the Offers". Subject to compliance with applicable law, the Company reserves the right to extend the Expiration Date for either or both of the Offers from time to time for any reason, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, and to terminate either or both of the Offers for any reason. See "—Expiration Date; Extensions; Amendments".

Notes purchased pursuant to the Offers will be paid for in same-day funds on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable. See "—Acceptance and Payment; Source of Funds".

This Offer to Purchase and the Notice of Guaranteed Delivery will be "first published or sent to security holders" by the Company within the meaning of, and pursuant to, Rule 14e-1 promulgated under the Exchange Act, at or prior to 10:00 a.m., New York City time, on the date hereof. The Company will circulate a press release disclosing the basic terms of the Offers at or prior to 10:00 a.m., New York City time, on the date hereof. The Company will cause any press release in respect of the Offers to be disseminated through a widely disseminated news or wire service. The Company will (i) use commercially reasonable efforts to send via email a press release announcing the Offers to all investors subscribing to any corporate action emails or similar list maintained by or on behalf of the Company, (ii) use customary methods to expedite the dissemination of information concerning the Offers to beneficial holders of the Notes and (iii) issue a press release promptly after the consummation of the Offers setting forth the results of the Offers.

Purpose of the Offers

The purpose of the Offers is to allow the Company to repurchase the maximum principal amount of Notes and reduce the amount of the Company's indebtedness. Any Notes that are tendered and accepted in the Offers will be retired and cancelled.

Expiration Date; Extensions; Amendments

Each Offer expires on the Expiration Date, which is currently expected to occur at 5:00 p.m., New York City time, on November 21, 2025, unless extended or terminated by us in our sole discretion subject to applicable law, and, in the case of extension of the Expiration Date, will be such date to which the Expiration Date is extended. Holders wishing to receive the Consideration for their Notes must validly tender and not validly withdraw such Notes at or prior to the Expiration Date. Tenders of Notes submitted after the Expiration Date will not be valid unless the Guaranteed Delivery Procedures are followed.

If any condition to an Offer is not satisfied or waived by the Company prior to the Expiration Date, the Company expressly reserves the right to terminate such Offer prior to the Expiration Date and return the Notes tendered pursuant thereto. The Company expressly reserves the right, in its sole discretion, subject to applicable law, to (i) terminate an Offer prior to the Expiration Date and not accept for purchase any Notes not theretofore accepted for purchase, (ii) waive any and all of the conditions to an Offer, (iii) extend the Withdrawal Deadline or the Expiration Date for an Offer, (iv) delay or accelerate accepting the Notes, subject to Rule 14e-1(c) under the Exchange Act, or (v) otherwise amend the terms of either or both of the Offers. In the case of any such extension, termination or amendment of an Offer, the Company will give written notice to the Tender and Information Agent. The Company may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

If an Offer is terminated at any time, any Notes tendered pursuant to such Offer and not previously accepted and purchased will be promptly returned to the tendering Holders. In the event of a termination of an Offer, the Consideration will not be paid or become payable on the Notes. There can be no assurance that we will exercise our right to extend, terminate or amend any Offer. Irrespective of any amendment to an Offer, all Notes previously

tendered pursuant to such Offer and not accepted for purchase will remain subject to such Offer and may be accepted thereafter for purchase by us, except when such acceptance is prohibited by law.

We may extend the Withdrawal Deadline or the Expiration Date for any purpose, including, without limitation, to permit the satisfaction or waiver of a condition to an Offer. Any extension, termination or amendment will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Withdrawal Deadline or the Expiration Date. Such announcement will state that we are extending such date for a specified period or on a daily basis.

Without limiting the manner in which we may choose to make a public announcement of any extension, amendment or termination of an Offer, we will not have any obligation to publish, advertise or otherwise communicate any such public announcement, other than by issuing a press release or giving notice to the Tender and Information Agent and the Dealer Managers.

If the Consideration is increased, the applicable Offer will remain open at least five (5) business days from the date the Company first gives notice to Holders of such increase. If the Company makes any other material change to the terms of an Offer, the Company will extend such Offer for at least three (3) business days, if such Offer would otherwise expire during such period. The Company will announce any such change in a press release issued at least three (3) business days, or in the case of a change in the Consideration, at least five (5) business days, prior to the expiration of such Offer and prior to 10:00 a.m., New York City time, on the first day of such three- or five-business day period, as applicable. During any extension of an Offer, all Notes previously tendered will remain subject to such Offer unless validly withdrawn at or prior to the Expiration Date. Any Notes that are tendered may be withdrawn at any time prior to the Expiration Date. See “—Withdrawal of Tenders”.

Consideration

Subject to the terms and conditions of the Offers, the Consideration for each \$1,000 principal amount of Notes validly tendered, including through the Guaranteed Delivery Procedures, and accepted for purchase pursuant to the applicable Offer will be calculated in accordance with Annex A hereto, so as to result in a price as of the Settlement Date based on a yield to the maturity date (the “Maturity Date”, or (i) March 10, 2028, with respect to the 2028 Notes, and (ii) June 11, 2029, with respect to the 2029 Notes) or the par call date (the “Par Call Date”, or (i) February 10, 2028, with respect to the 2028 Notes, and (ii) May 11, 2029, with respect to the 2029 Notes), as applicable, for the Notes, in accordance with standard market practice, equal to the sum of:

- the Reference Yield based on the bid-side price of the applicable U.S. Treasury Reference Security set forth on the front cover of this Offer to Purchase, as quoted on the Reference Page at 2:00 p.m., New York City time, on the Price Determination Date, *plus*
- the applicable Fixed Spread set forth on the front cover of this Offer to Purchase.

This sum is referred to in this Offer to Purchase as the “Repurchase Yield”. Specifically, the Consideration offered per \$1,000 principal amount of Notes of each series validly tendered and accepted for purchase will equal:

- the present value per \$1,000 principal amount of all remaining payments of principal and interest on the Notes of such series to the Maturity Date or the Par Call Date, as applicable, in accordance with standard market practice, discounted to the Settlement Date in accordance with the formula set forth on Annex A hereto, at a discount rate equal to the Repurchase Yield, *minus*
- Accrued Interest up to, but not including, the Settlement Date per \$1,000 principal amount of the Notes.

Annex A contains the formula to be used in calculating the Consideration.

In addition to the Consideration, Holders of Notes accepted for purchase pursuant to the Offers, including Notes accepted pursuant to the Guaranteed Delivery Procedures described below, will also receive Accrued Interest on those Notes from the last interest payment date but not including the Settlement Date.

Tenders of Notes submitted after the Expiration Date will not be valid, unless the Guaranteed Delivery Procedures are followed. For avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Offers.

Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to Holders by DTC.

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable U.S. Treasury Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to an Offer will be affected by changes in such yield during the term of such Offer prior to the Price Determination Date. After the Price Determination Date, when the consideration applicable to an Offer is no longer linked to the yield on the applicable U.S. Treasury Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to such Offer will be known, and Holders will be able to ascertain the Consideration that would be received by all tendering Holders whose Notes are accepted for purchase.

Prior to 2:00 p.m., New York City time, on the Price Determination Date, Holders may obtain a hypothetical quote of the yield of the applicable U.S. Treasury Reference Security (calculated as of a then-recent time) and the resulting hypothetical Consideration, by contacting the Dealer Managers at their respective telephone numbers set forth on the back cover of this Offer to Purchase. In addition, as soon as practicable on the Price Determination Date, the Company will publicly announce the pricing information by press release.

In the event of any dispute or controversy regarding the (i) Consideration, (ii) Reference Yield, (iii) Repurchase Yield or (iv) amount of Accrued Interest for Notes validly tendered and accepted for purchase pursuant to the Offers, the Company's determination shall be conclusive and binding, absent manifest error.

Withdrawal of Tenders

Except as otherwise provided herein, tenders of Notes pursuant to the Offers are irrevocable. Withdrawal of Notes may only be accomplished in accordance with the following procedures.

Tenders of Notes pursuant to the Offers may be validly withdrawn at any time at or prior to the Withdrawal Deadline by following the procedures described herein, but, unless otherwise required by applicable law, may not be validly withdrawn thereafter, unless extended by us in our sole discretion. The Consideration will be payable only to Holders who validly tender and do not validly withdraw their Notes at or prior to the Expiration Date. See "— Consideration". If a Holder validly withdraws previously tendered Notes, the Holder will not receive the Consideration, unless such Notes are validly re-tendered at or prior to the Expiration Date.

If the Company extends either or both of the Offers, is delayed in its acceptance for purchase of Notes or is unable to purchase Notes validly tendered and not validly withdrawn pursuant to either or both of the Offers for any reason, subject to Rule 14e-1(c) under the Exchange Act, then, without prejudice to the Company's rights under the Offers, the Tender and Information Agent may nevertheless, on the Company's behalf, retain Notes tendered pursuant thereto, and such Notes may not be withdrawn except to the extent the Holder is entitled to withdrawal rights described herein.

For a withdrawal of a tender of a Note pursuant to the Offers to be effective, the Tender and Information Agent must timely receive a written notice of withdrawal at one of its addresses set forth on the last page of this Offer to Purchase, or a properly transmitted "Request Message" through ATOP must be received by the Tender and Information Agent, in each case before the Withdrawal Deadline. The withdrawal notice must:

- specify the name of the DTC participant for whose account such Notes were tendered and such DTC participant's account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes; and

- be submitted through DTC's ATOP system by such DTC participant in the same manner as the DTC participant's name is listed on the applicable Agent's Message or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes.

Withdrawal of tenders of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offers. Validly withdrawn Notes may, however, be re-tendered pursuant to the Offers by again following the procedures described in "—Procedure for Tendering Notes" below at any time at or prior to the Expiration Date. Withdrawals of tenders of Notes can only be accomplished in accordance with such procedures.

We may extend the Withdrawal Deadline in our sole discretion. In addition we may extend the Expiration Date without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law. As a result, Holders should not tender Notes that they do not wish to be purchased in the Offers.

Acceptance and Payment; Source of Funds

We will purchase all Notes that have been validly tendered (other than Notes tendered through the Guaranteed Delivery Procedures) and not validly withdrawn at or prior to the Expiration Date, subject to all conditions to the applicable Offer having been satisfied or waived by us, on the Settlement Date. We will purchase all Notes that have been validly tendered pursuant to the Guaranteed Delivery Procedures and not validly withdrawn at or prior to the Expiration Date, subject to all conditions to the applicable Offer having been satisfied or waived by us, on the Guaranteed Delivery Settlement Date.

The Company will be deemed to have accepted for purchase Notes tendered pursuant to the Offers if, as and when the Company provides oral (confirmed in writing) or written notice to the Tender and Information Agent of its acceptance for purchase of such Notes. DTC will act as agent for the tendering Holders for the purpose of receiving payments from the Company and transmitting such payments to the tendering Holders. Thus, the Company will pay for Notes accepted for purchase pursuant to the Offers by depositing same-day funds with DTC, upon the direction of the Tender and Information Agent, (i) at or prior to the Settlement Date, in the case of Notes validly tendered other than pursuant to the Guaranteed Delivery Procedures, and (ii) at or prior to the Guaranteed Delivery Settlement Date, in the case of Notes validly tendered pursuant to the Guaranteed Delivery Procedures. **Under no circumstances will any additional interest be payable by the Company because of any delay in the transmission of funds from DTC to the tendering Holders.**

In the event that an Offer is terminated prior to the Expiration Date, the Consideration will not be paid or become payable to Holders who have tendered their Notes in connection with such Offer. If any previously tendered Notes are not purchased pursuant to such Offer for any reason, such Notes not purchased will be returned promptly to the tendering Holder after the expiration or termination of such Offer (specifically, Notes tendered by book-entry transfer will be promptly credited to the account maintained at DTC from which such Notes were delivered).

The Company intends to fund the Offers, including Accrued Interest and fees and expenses payable in connection with the Offers, with cash on hand, including funds generated from recent sales of consumer retail loans receivable.

Position of the Company and Other Parties Concerning the Offers

None of the Company, the Tender and Information Agent, the Dealer Managers or the Trustee (nor any of their respective directors, officers, employees or affiliates) makes any recommendation as to whether Holders should tender their Notes pursuant to the Offers, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decisions as to whether to tender their Notes, and, if so, the principal amount of Notes to tender.

Conditions to the Offers

Notwithstanding any other provision of the Offers, the Company will not be obligated to accept for purchase, or pay for, any Notes validly tendered and not validly withdrawn pursuant to the Offers if the General Conditions have not been satisfied or waived by the Company prior to the Expiration Date. The following (collectively, the "General Conditions" or the "Conditions") shall not have occurred on or after the Launch Date and prior to the Expiration Date: (i) in the reasonable judgment of the Company, any actual or threatened legal impediment (including a default under an agreement, indenture or other instrument or obligation to which the Company or one of its affiliates is party or by

which it is bound) to the purchase of the Notes pursuant to the Offers or (ii) any change or development, including a prospective change or development, that, in the reasonable judgment of the Company, has or may have a material adverse effect on the Company or its affiliates, the market prices of the Notes or the value of the Notes to the Company.

For the avoidance of doubt, the foregoing conditions (i) and (ii) shall be read to include, without limitation, the following several conditions for the Offers:

1. there shall not have been threatened, instituted or pending any action, proceeding, investigation (whether formal or informal), claim or counterclaim by any government or governmental, regulatory or administrative agency or authority or tribunal or any other person, domestic or foreign, or before any court, authority, agency or tribunal, that (A) challenges the acquisition of the Notes pursuant to the Offers or may prohibit, prevent, restrict, limit or delay closing of the Offers or otherwise in any manner relates to or affects the Offers or (B) in the reasonable judgment of the Company, could materially or adversely affect the Company or its affiliates, or otherwise materially impair in any way the contemplated future conduct of the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company or any of its affiliates or materially impair the contemplated benefits of the Offers to the Company or its affiliates;
2. there shall not have been any action threatened, pending or taken, or approval withheld, or any statute, rule, regulation, judgment, order or injunction threatened, proposed, sought, promulgated, enacted, entered, issued, amended, enforced or deemed to be applicable to the Offers or the Company or any of its affiliates, by any legislative body, court, authority, agency or tribunal which, in the Company's sole judgment, would or might directly or indirectly (A) make the acceptance for purchase of, or payment for, the Notes illegal or otherwise restrict or prohibit consummation of the Offers, (B) delay or restrict the ability of the Company, or render the Company unable, to accept for purchase or pay for the Notes, (C) materially impair the contemplated benefits of the Offers to the Company or any of its affiliates or (D) materially affect the Company or its affiliates, or otherwise materially impair in any way the contemplated future conduct of the business of the Company or any of its affiliates;
3. there shall not have occurred (A) any general suspension of trading in, or limitation on prices for, securities on any United States or European national securities exchange or in the over-the-counter market or financial markets, or any major disruption of settlements of securities or clearance services in the United States or abroad, (B) any change in the general political, market (including the trading market for debt securities), economic or financial condition in the United States or abroad that, in the sole judgment of the Company, could have a material adverse effect on the business, condition (financial or other), income, operations or prospects of the Company or its affiliates, the Company's or its affiliates' ability to obtain financing generally, any material adverse change in the market prices of the Notes or the values of the Notes to the Company, (C) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or abroad, or any limitation on, or any event which, in the Company's sole judgment, might affect, the extension of credit by lending institutions in the United States, (D) the commencement or escalation of war, armed hostilities, terrorist acts or any other international or national calamity directly or indirectly involving the United States, (E) any significant adverse change in the price of the Notes in the United States or other major securities or financial markets or (F) in the case of any of the foregoing existing at the time of the commencement of the Offers, in the Company's sole judgment, a material acceleration or worsening thereof; and
4. the Trustee shall not have objected in any respect to or taken any action that could, in the sole judgment of the Company, adversely affect the closing of the Offers or the making of the Offers (including the validity or effectiveness of the procedures used by us) or the acceptance for purchase of, or payment for, the Notes tendered pursuant to the Offers.

The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company regardless of the circumstances giving rise to such condition or may be waived by the Company in whole or in part at any time and from time to time in its sole discretion. If any condition to an Offer is not satisfied or waived by the Company, the Company reserves the right, but shall not be obligated, subject to applicable law, (i) to terminate such Offer and return the Notes tendered pursuant thereto to the tendering Holders, (ii) to waive all unsatisfied conditions and accept for purchase and purchase all Notes that are validly tendered pursuant thereto and not validly withdrawn at or prior to the Expiration Date, (iii) to extend such Offer and retain the Notes that have been tendered pursuant thereto

during the period for which such Offer is extended or (iv) to amend such Offer in any respect (including, without limitation, to change the Consideration).

Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time. The Offers are not conditioned on any minimum amount of Notes being tendered.

Procedure for Tendering Notes

The tendering of Notes in the Offers will be deemed to have occurred upon receipt by the Tender and Information Agent via DTC of a valid Agent's Message submitted in accordance with the requirements of DTC. The receipt of such Agent's Message by DTC will be acknowledged in accordance with the standard practices of DTC.

To tender Notes in the Offers, a Holder must (a) deliver, or arrange to have delivered on its behalf, via DTC and in accordance with the requirements of DTC, a valid Agent's Message that is received in each case by the Tender and Information Agent at or prior to the Expiration Date (in order to be eligible to receive the Consideration), or (b) comply with the Guaranteed Delivery Procedures set forth below. Tenders of Notes after the Expiration Date will not be valid, unless the Guaranteed Delivery Procedures are followed. There is no letter of transmittal for the Offers.

Only a Direct Participant in DTC may submit an Agent's Message. If a Holder is not a Direct Participant in DTC and holds its Notes through a broker, dealer, commercial bank, trust company or other nominee or intermediary, such Holder must contact the relevant nominee or intermediary to instruct such nominee or intermediary to submit an Agent's Message on its behalf. In the event that the relevant nominee or intermediary is unable to submit an Agent's Message on its behalf by one of the methods described herein, the Holder should contact the Tender and Information Agent for assistance in submitting its Agent's Message. There can be no assurance that the Tender and Information Agent will be able to assist any such Holders in successfully submitting an Agent's Message.

Holders who are not Direct Participants are advised to check with the relevant nominee or intermediary through which they hold Notes for the deadline by when such nominee or intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers. The deadlines set by any such nominee or intermediary and DTC for the submission and withdrawal of an Agent's Message will be earlier than the relevant deadlines specified in this Offer to Purchase.

Holders must take the appropriate steps through DTC so that no transfers may be effected in relation to such tendered Notes at any time after the date of submission of such Agent's Message, in accordance with the requirements of DTC and the deadlines required by DTC. Each Direct Participant will be deemed to consent to have DTC provide details concerning such Direct Participant's identity to the Tender and Information Agent (and for such Tender and Information Agent to provide such details to the Company and the Dealer Managers and their respective legal advisers).

The Tender and Information Agent will establish one or more accounts at DTC for purposes of the Offers promptly after commencement of the Offers. All Holders must arrange for a Direct Participant in DTC to electronically transmit the Agent's Message through DTC's ATOP, for which the Offers will be eligible. Any Direct Participant in DTC may make a book-entry delivery of Notes by causing DTC to transfer Notes in the participant's account to the Tender and Information Agent's account at DTC in accordance with DTC's ATOP procedures. DTC will then send an Agent's Message to the Tender and Information Agent. There is no letter of transmittal for the Offers.

An "Agent's Message" is a message, transmitted by DTC, received by the Tender and Information Agent and forming part of the book-entry confirmation, which states that DTC has received from the tendering participant an express acknowledgement stating (i) the aggregate principal amount and the Notes validly tendered by such participant, (ii) that such participant has received this Offer to Purchase and agrees to be bound by the terms and conditions of the applicable Offer(s) as set forth in this Offer to Purchase and (iii) that the Company may enforce such terms and conditions against such participant.

Although transfer of the Notes may be effected through book-entry at DTC, an Agent's Message must be transmitted by DTC and received by the Tender and Information Agent at or prior to the Expiration Date in order to validly tender Notes pursuant to the Offers and in order to be eligible to receive the Consideration. Notes tendered will be held to the order of the Tender and Information Agent until the earlier of the time of settlement on the Settlement Date

or Guaranteed Delivery Settlement Date, as the case may be, or the termination of the applicable Offer(s), in which case such Notes will be promptly returned to the tendering Holders.

Guaranteed Delivery Procedures. For any Holder tendering Notes, if such Holder desires to tender Notes pursuant to the Offers and such Holder cannot comply, by the Expiration Date, with the procedure for transfer through DTC, such Holder may effect a tender of Notes pursuant to a guaranteed delivery (the “Guaranteed Delivery Procedures”) if all of the following are complied with:

- such tender is made by or through DTC;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form attached as Annex B hereto, is received by the Tender and Information Agent, as provided below, before the Expiration Date; and
- no later than 5:00 p.m., New York City time, on the Guaranteed Delivery Date, a properly transmitted Agent’s Message together with confirmation of book-entry transfer of the Notes specified therein pursuant to the procedures set forth above and all other required documents are received by the Tender and Information Agent.

The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC and the Tender and Information Agent; *provided, however*, that if the notice is sent by DTC through electronic means, it must state that DTC has received an express acknowledgment from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to the Tender and Information Agent. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Offers.

For the avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in an Offer, including pursuant to the Guaranteed Delivery Procedures. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC or its participants.

An Eligible Institution (as defined below) that tenders Notes pursuant to the Guaranteed Delivery Procedures must (i) no later than the Expiration Date, comply with ATOP procedures applicable to guaranteed delivery and (ii) no later than the Guaranteed Delivery Date, deliver the Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, to the Tender and Information Agent as specified above. Failure to do so could result in a financial loss to such Eligible Institution.

If a Holder is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedures, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Offers, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Holders who hold Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedures should, prior to the Guaranteed Delivery Date, only comply with ATOP procedures applicable to guaranteed delivery.

An “Eligible Institution” is one of the following firms or other entities identified and defined in Rule 17Ad- 15 under the Exchange Act:

- a bank;
- a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;
- a credit union;
- a national securities exchange, registered securities association or clearing agency; or
- a savings association (as defined in Section 3(b) of the Federal Deposit Insurance Act).

Notes may be tendered pursuant to the Guaranteed Delivery Procedures only in the authorized denominations set forth in “—Minimum Tender Denomination”. No alternative, conditional or contingent tenders will be accepted.

THE DELIVERY OF NOTES TENDERED BY THE GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE SECOND BUSINESS DAY AFTER THE EXPIRATION DATE. UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE NOTES CONSIDERATION BE PAID BY THE COMPANY AFTER THE SETTLEMENT DATE, INCLUDING BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

THE NOTICE OF GUARANTEED DELIVERY SHOULD BE SENT ONLY TO THE TENDER AND INFORMATION AGENT, AND NOT TO THE COMPANY, THE DEALER MANAGERS, THE TRUSTEE OR ANY BOOK-ENTRY TRANSFER FACILITY.

General. The tender of Notes by a Holder pursuant to the procedures set forth above will constitute a binding agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth herein, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

No alternative, conditional or contingent tenders of Notes will be accepted pursuant to the Offers. The Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes, and such determinations will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Offers or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Offers will be final and binding. No tender or notice of withdrawal will be deemed to have been validly made until all defects or irregularities have been cured or waived by the Company. None of the Company, the Dealer Managers, the Tender and Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification.

Representations, Warranties and Undertakings. By tendering Notes pursuant to this Offer to Purchase, the Holder is deemed to represent, warrant and undertake to the Company, the Dealer Managers, the Tender and Information Agent and the Trustee that:

1. it has received this Offer to Purchase, has reviewed, accepts and agrees to be bound by the terms and conditions of the Offers, and the Company may enforce such agreement against such Holder, all as described in this Offer to Purchase;
2. the Notes are, at the time of acceptance, and will continue to be, until the payment on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, or the termination or withdrawal of the applicable Offer, or, in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn, held by it;
3. it acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the tendering Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives of the tendering Holder and shall not be affected by, and shall survive, the death or incapacity of the tendering Holder;
4. it has full power and authority to tender, sell, assign and transfer the tendered Notes;
5. the Notes will, on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, be transferred by such tendering Holder to the Company in accordance with the terms of the Offers, and the Company will acquire good, marketable and unencumbered title thereto, with full title guarantee free from all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto, and the tendering Holder will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or the Company necessary or desirable to complete the sale, assignment and transfer of the Notes tendered;

6. it is not a person to whom it is unlawful to make an invitation pursuant to the Offers under applicable securities laws, it has not distributed or forwarded this Offer to Purchase or any other documents or materials relating to the Offers to any such person(s) and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Agent's Message in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offers;
7. it acknowledges that it has a net long position in the Notes being tendered within the meaning of Rule 14e-4 (promulgated under the Exchange Act) and the tender of such Notes complies with Rule 14e-4;
8. it acknowledges that the Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes, and such determinations will be final and binding, that the Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of the Company's counsel, be unlawful, that the Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Offers or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders, that the Company's interpretation of the terms and conditions of the Offers will be final and binding and that none of the Company, the Dealer Managers, the Tender and Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification;
9. if the Notes tendered are accepted for purchase by the Company, (i) the Consideration and Accrued Interest will be paid in U.S. dollars and will be deposited by the Company, upon the Tender and Information Agent's instructions, with DTC on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, on behalf of the tendering Holders entitled thereto, (ii) on receipt of such cash amounts, DTC will make payments promptly to the accounts of the relevant Holders and (iii) payment of such cash amounts to DTC, upon the direction of the Tender and Information Agent, will discharge the obligation of the Company to such tendering Holder in respect of the payment of the cash amounts, and no additional amounts shall be payable to the tendering Holder in the event of a delay in the payment of such cash amounts by DTC or an intermediary to the Holder;
10. it will, upon request, execute and deliver any documents deemed by the Tender and Information Agent or the Company to be reasonably necessary or desirable to complete the sale, assignment and transfer of the Notes tendered;
11. it is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Promotion Order (as defined herein)) or within Article 43(2) of the Financial Promotion Order, or to whom this Offer to Purchase and any other documents or materials relating to the Offers may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
12. it is not located or resident in France or, if it is located or resident in France, it is a qualified investor (investisseur qualifié) (as defined in Article 2(e) of the Regulation (EU) 2017/1129, as amended (the "Prospectus Regulation"));
13. it is not located or a resident in Belgium or, if it is located or a resident in Belgium, it is (i) a qualified investor within the meaning of Article 2(e) of the Prospectus Regulation or (ii) acting under the circumstances set out in Article 6, §4 of the Belgian Takeover Law and, in each case, provided that any such person does not qualify as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time; and

14. it:

- (i) is not a Sanctions Restricted Person (as defined below);
- (ii) is not otherwise a person to whom it is unlawful to make an invitation pursuant to the Offers under applicable securities laws; and
- (iii) has (before submitting, or arranging for the submission on its behalf, as the case may be, of tender instructions (or, where applicable, Notice of Guaranteed Delivery) in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the applicable Offer,

save that the representation in paragraph 14(i) above shall not apply to any person following such submission of its tender instruction (or, where applicable, Notice of Guaranteed Delivery) if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of (a) any provision of Council Regulation (EC) No 2271/96 of 22 November 1996, as amended (or any law or regulation implementing such Regulation in any member state of the European Union) or (b) Council Regulation (EC) No 2271/96 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended.

For these purposes:

“Sanctions Restricted Person” means an individual or entity (a “Person”):

- that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current “Specially Designated Nationals and Blocked Persons” list; (ii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions”; (iii) the most current “Foreign Sanctions Evaders List”; or (iv) the most current “UK Sanctions List”; or
- that is otherwise the subject of, or is directly or indirectly owned or controlled by a Person that is the subject of, any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current “Sectoral Sanctions Identifications” list (the “SSI List”), (ii) Annexes III, IV, V and VI of Council Regulation No.833/2014, as amended by Council Regulation No.960/2014, Council Regulation (EU) No.2015/1797 and Council Regulation (EU) No.2017/2212 (the “EU Annexes”), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes; and

“Sanctions Authority” means:

- the United States of America;
- the United Nations;
- the United Kingdom;
- the European Union (or any of its member states);
- any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; or
- the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty’s Treasury.

By tendering Notes as set forth herein, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder (i) irrevocably sells, assigns and transfers to, the Company all right, title and interest in and to all of the Notes tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture relating to the Notes, as applicable), and (iii) irrevocably constitutes and appoints the Tender and Information Agent, or DTC, as the case may be, as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender and Information Agent also acts as the agent of the Company in connection with the Offers) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender and Information Agent will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the Consideration plus Accrued Interest of Notes tendered pursuant to the Offers, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Company).

THE METHOD OF DELIVERY OF NOTES, THE NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS TO THE TENDER AND INFORMATION AGENT IS AT THE ELECTION AND RISK OF THE HOLDER TENDERING NOTES. DELIVERY OF SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE TENDER AND INFORMATION AGENT. IF SUCH DELIVERY IS BY MAIL, IT IS SUGGESTED THAT THE HOLDER USE PROPERLY INSURED, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, AND THAT THE MAILING BE MADE SUFFICIENTLY IN ADVANCE OF THE EXPIRATION DATE TO PERMIT DELIVERY TO THE TENDER AND INFORMATION AGENT PRIOR TO SUCH DATE. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS OF NOTES WILL BE ACCEPTED.

Minimum Tender Denomination. Notes may be tendered only in principal amounts equal to the minimum authorized denomination of \$2,000 and integral multiples of \$1,000 in excess thereof.

No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in an authorized denomination.

Additional Terms of the Offers

- All communications, payments, notices, certificates, or other documents to be delivered to or by a Holder will be delivered by or sent to or by the Holder at the Holder's own risk.
- By submitting a valid electronic acceptance instruction, a Holder will be deemed to have given the representations, warranties and undertakings of the Holder set forth above in "—Procedure for Tendering Notes—Representations, Warranties and Undertakings".
- All acceptances of tendered Notes by us shall be deemed to be made on the terms set out in this Offer to Purchase (and shall be deemed to be given in writing even if submitted electronically).
- We may in our sole discretion elect to treat as valid a tender instruction in respect of which the relevant Holder does not fully comply with all of the requirements of these terms.
- Unless waived by us, any irregularities in connection with tenders of such Notes must be cured within such time as we shall determine. None of the Company, the Dealer Managers, the Tender and Information Agent, the Trustee or any other person shall be under any duty to give notification of any defects or irregularities in such tenders of Notes, nor will any of such entities incur any liability for failure to give any such notification. Tenders of Notes may be deemed not to have been made until such defects or irregularities have been cured or waived.
- None of the Company, the Dealer Managers, the Tender and Information Agent or the Trustee shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction.

- Any rights or claims which a Holder may have against us in respect of any tendered Notes or the Offers shall be extinguished or otherwise released upon the payment to such Holder of the consideration for the tendered Notes and any accrued interest, as determined pursuant to the terms of the Offers, for such Notes.
- Without limiting the manner in which we may choose to make any public announcement, we shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release or giving notice to the Tender and Information Agent and the Dealer Managers.
- There are no appraisal or similar statutory rights available to the Holders in connection with the Offers.
- The contract constituted by our acceptance for purchase in accordance with the terms of this Offer to Purchase of all Notes validly tendered and not validly withdrawn (or defectively tendered, if such defect has been waived by us) shall be governed by and construed in accordance with the laws of the State of New York.

Offer and Distribution Restrictions In Certain Jurisdictions

This Offer to Purchase does not constitute an offer or an invitation to participate in the Offers in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such offer or invitation or for there to be such participation under applicable laws. The distribution of this Offer to Purchase in certain jurisdictions may be restricted by law. Persons into whose possession this Offer to Purchase comes are required by the Company, the Dealer Managers and the Tender and Information Agent to inform themselves about and to observe any such restrictions.

United Kingdom. This Offer to Purchase may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000, as amended (the “FSMA”) does not apply.

The communication of this Offer to Purchase and any other documents or materials relating to the Offers are not being made and this Offer to Purchase and such other documents or materials have not been approved by an authorized person for the purposes of section 21 of the FSMA. Accordingly, this Offer to Purchase and such other documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. This Offer to Purchase and such other documents and/or materials are for distribution only to persons who (i) have professional experience in matters relating to investments and who fall within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “Financial Promotion Order”)), (ii) fall within Article 43(2) of the Financial Promotion Order, (iii) are outside the United Kingdom, or (iv) are other persons to whom it may otherwise lawfully be communicated under the Financial Promotion Order (all such persons together being referred to as “relevant persons”). This Offer to Purchase and such other documents and/or materials are directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. This Offer to Purchase and such other documents and/or materials are only available to relevant persons and the transactions contemplated herein and therein will be available only to, and engaged in only with, relevant persons, and this Offer to Purchase and such other documents and/or materials must not be relied or acted upon by persons other than relevant persons.

Belgium. Neither this Offer to Purchase nor any other documents or materials relating to the Offers have been submitted to or will be submitted for approval or recognition to the Financial Services and Markets Authority (Autorité des services et marchés financiers / Autoriteit voor financiële diensten en markten) and, accordingly, the Offers may not be made in Belgium by way of a public offering, as defined in Articles 3 and 6 of the Belgian Law of April 1, 2007 on public takeover bids as amended or replaced from time to time. Accordingly, the Offers may not be advertised and the Offers will not be extended, and neither this Offer to Purchase nor any other documents or materials relating to the Offers (including any memorandum, information circular, brochure or any similar documents) have been or shall be distributed or made available, directly or indirectly, to any person in Belgium other than “qualified investors” in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (as amended or replaced from time to time), acting on their own account. Insofar as Belgium is concerned, this Offer to Purchase has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the Offers. Accordingly, the information contained in this Offer to Purchase may not be used for any other purpose or disclosed to any other person in Belgium.

France. This Offer to Purchase and any other documents or offering materials relating to the Offers may not be distributed in the Republic of France except to qualified investors (investisseurs qualifiés) as defined in Article 2(e) of the

Prospectus Regulation. This Offer to Purchase has not been and will not be submitted for clearance to, nor approved by, the Autorité des marchés financiers.

General. The Offers do not constitute an offer to buy or the solicitation of an offer to sell Notes in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities or other laws require the Offers to be made by a licensed broker or dealer and any of the Dealer Managers or, where the context so requires, any of their respective affiliates is such a licensed broker or dealer in that jurisdiction, the Offers shall be deemed to be made on behalf of the Company by such Dealer Manager or affiliate (as the case may be) in such jurisdiction.

Each Holder participating in an Offer will be deemed to give certain representations in respect of the jurisdictions referred to above and generally as set out herein. Any tender of Notes for purchase pursuant to the Offers from a Holder that is unable to make these representations may be rejected. Each of the Company, the Dealer Managers and the Tender and Information Agent reserves the right, in its absolute discretion, to investigate, in relation to any tender of Notes for purchase pursuant to an Offer, whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result the Company determines (for any reason) that such representation is not correct, such tender may be rejected.

CONSEQUENCES TO NON-TENDERING AND TENDERING HOLDERS

Market and Trading Information

Neither series of the Notes is listed on any national or regional securities exchange. Prices and trading volumes of the Notes can be difficult to monitor. Holders are urged to obtain current information with respect to market prices for the Notes. To the extent that Notes are purchased pursuant to the Offers, the trading markets for the Notes that remain outstanding may become limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float.

Therefore, the market prices for the Notes of a series not purchased may be affected adversely to the extent the amount of Notes purchased pursuant to the Offers reduces the float of the Notes of such series. The reduced float may also tend to make the trading prices more volatile. There can be no assurance that active trading markets will exist for the Notes following consummation of the Offers. The extent of the trading markets for the Notes following consummation of the Offers would depend on the number of Holders that remain at such time, the interest in maintaining markets in the Notes on the part of securities firms and other factors.

Treatment of Notes Not Purchased Pursuant to the Offers

Notes not tendered in the Offers will remain outstanding immediately following consummation or termination of the Offers. The terms of the Notes, including the covenants and protective provisions contained in the Indenture, will remain unchanged. No amendments to the Indenture are being sought.

The Company is not obligated to, nor can there be any assurance that the Company will redeem or otherwise repurchase any Notes that are not tendered and accepted in the Offers. Statements of intent in this Offer to Purchase shall not constitute a notice of redemption under the provisions of the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture.

Effect of the Offers on Holders of Notes Tendered and Accepted in the Offers

If your Notes are validly tendered and not validly withdrawn and accepted for purchase, you will be giving up all of your rights as a Holder of those Notes, including, without limitation, your right to future interest or cash distributions and principal payments with respect to such Notes.

OTHER PURCHASES OF NOTES

Following consummation or termination of the Offers (including shortly thereafter), the Company and/or its affiliates reserve the right to purchase additional Notes from time to time otherwise than pursuant to each Offer through open market purchases, privately negotiated transactions, one or more additional tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offers and may be for cash or other consideration. In addition, the Company may repay, redeem, defease or otherwise satisfy and discharge the additional Notes that remain outstanding following consummation or termination of the Offers, in accordance with their respective terms and as permitted by the Indenture relating to the Notes, including shortly following consummation or termination of the Offers. Any future purchases, redemptions, defeasances or satisfaction and discharge by the Company and/or its affiliates, will depend on various factors existing at that time. The redemption price determined in accordance with the redemption provisions of the Indenture may exceed or may be less than the Consideration determined as described herein. However, there can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates, may choose to pursue in the future. The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after consummation or termination of the Offers. These Offers do not constitute a notice of redemption under the provisions of the Indenture.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income tax consequences to U.S. Holders and Non-U.S. Holders (each as defined below) of the Offers but does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury Regulations (the “Treasury Regulations”), Internal Revenue Service (“IRS”) rulings and pronouncements, and judicial decisions now in effect, all of which are subject to change at any time by legislative, administrative, or judicial action, possibly with retroactive effect. It applies to you only if you hold your Notes as capital assets for tax purposes. This section addresses only U.S. federal income taxation and does not address all of the tax consequences that may be relevant to you in light of your individual circumstances including non-U.S., state or local tax consequences, tax consequences arising under the alternative minimum tax or the specifics of the Medicare contribution tax on net investment income (such as that noncorporate U.S. Holders may be subject to a 3.8% tax on net investment income, including interest and gains from the disposition of securities). This discussion does not address tax consequences arising under other U.S. federal tax laws (such as estate and gift tax laws) and does not discuss every aspect of U.S. federal income taxation that may be relevant to you, including, without limitation, consequences that may apply if you are a:

- broker or dealer in securities or currencies;
- trader in securities, commodities, or currencies;
- U.S. expatriate or former citizen or long-term resident of the United States;
- U.S. Holder (as defined below) whose functional currency is not the U.S. dollar;
- U.S. Holder (as defined below) who holds a Note through non-U.S. brokers or other non-U.S. intermediaries;
- person holding the Notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- bank, insurance company, or other financial institution;
- real estate investment trust or regulated investment company;
- person subject to special tax accounting rules under Section 451(b) of the Code;
- “controlled foreign corporation”, “passive foreign investment company”, or corporation that accumulates earnings to avoid U.S. federal income tax, or a domestic shareholder thereof;
- S corporation, partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes (or an investor therein);
- tax-exempt organization or governmental organization;
- person deemed to sell a Note under the constructive sale provisions of the Code; or
- person that purchases senior notes issued in an offering described under “The Offers—Acceptance and Payment; Source of Funds”.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes, the U.S. federal income tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding the Notes and the partners in such partnerships are urged to consult their tax advisers regarding the U.S. federal income tax consequences to them of holding and disposing of the Notes.

THE FOLLOWING DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE. YOU ARE URGED TO CONSULT YOUR TAX ADVISER CONCERNING THE TAX CONSEQUENCES OF TENDERING YOUR NOTES IN YOUR PARTICULAR CIRCUMSTANCES.

U.S. Federal Income Tax Consequences to Tendering U.S. Holders

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of a Note that, for U.S. federal income tax purposes, is or is treated as:

- an individual U.S. citizen or U.S. resident alien;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, that was created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that either (i) is subject to the supervision of a court within the United States and which has one or more “United States persons” (as defined in the Code) with authority to control all substantial decisions or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a “United States person” (as defined in the Code).

Sale of Notes. The exchange of Notes for cash by U.S. Holders pursuant to the applicable Offer will generally be a taxable sale for U.S. federal income tax purposes. Subject to the discussion of the market discount rules set forth below, a U.S. Holder selling Notes pursuant to the applicable Offer will recognize capital gain or loss in an amount equal to the difference between the amount of cash received (not including amounts received that are allocable to accrued and unpaid interest, which will be taxed as ordinary interest income to the extent the U.S. Holder has not previously included such interest in income) and the U.S. Holder’s adjusted tax basis in the Notes sold at the time of sale.

A U.S. Holder’s adjusted tax basis in a Note generally will equal the amount paid therefor, increased by the amount of any market discount previously taken into account by the U.S. Holder and reduced (but not below zero) by the amount of any amortizable bond premium previously amortized by the U.S. Holder with respect to the Notes. Except to the extent gain is subject to the market discount rules, as discussed below, any gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate of U.S. federal income tax. The deductibility of capital losses is subject to limitations.

Market Discount. If the basis of Notes immediately after their acquisition by the U.S. Holder was less than their principal amount by more than a specified *de minimis* amount, such Notes will be treated as having been purchased with a “market discount” equal to the difference. In general, if a U.S. Holder acquired Notes with market discount, any gain realized by a U.S. Holder on the sale of the Notes will be treated as ordinary income to the extent of the portion of the market discount that accrued while the Notes were held by the U.S. Holder, unless the U.S. Holder has elected to include market discount in income currently as it accrues. Any gain in excess of such accrued market discount generally will be capital gain, as discussed above. U.S. Holders are urged to consult their tax advisers with regard to the applicability of the market discount rules to their particular situation.

Backup Withholding and Information Reporting. In general, we must report certain information to the IRS with respect to the consideration paid to a U.S. Holder in exchange for a Note pursuant to the Offers. Certain U.S. Holders, such as corporations, are generally exempt from information reporting and backup withholding. The applicable withholding agent may be required to impose backup withholding, at the rate specified in the Code, with respect to the consideration paid to a U.S. Holder for the sale of a Note if the payee fails to furnish a taxpayer identification number or certain other required information to the payor or to otherwise establish an exemption from backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder’s U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

U.S. Federal Income Tax Consequences to Tendering Non-U.S. Holders

For purposes of this discussion, a “Non-U.S. Holder” is a beneficial owner of a Note that is an individual, corporation, estate or trust for U.S. federal income tax purposes and that is not a U.S. Holder.

Sale of Notes. Subject to the discussion set forth below of accrued and unpaid interest and the discussion under “—Backup Withholding and Information Reporting” below, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realized on the tender of a Note, unless (i) the Non-U.S. Holder is a nonresident alien individual who has been present in the United States for 183 days or more in the taxable year of the sale and certain other requirements are met or (ii) the gain is effectively connected with such Non-U.S. Holder’s conduct of a U.S. trade or business (and, if required by an applicable income tax treaty is treated as attributable to a permanent establishment in the United States maintained by the Non-U.S. Holder). If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a flat rate of 30% (unless a lower applicable income tax treaty rate applies) on such gain (net of certain U.S. source losses). If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain at graduated rates on a net income basis in the same manner as a U.S. Holder (unless otherwise provided in an applicable income tax treaty) and a corporate Non-U.S. Holder may also be subject to an additional “branch profits tax” at a 30% rate (unless an applicable tax treaty provides for a lower rate) on its effectively connected earnings and profits attributable to such gain.

Amounts Allocable to Accrued and Unpaid Interest. Subject to the discussion under “—Backup Withholding and Information Reporting” and “—FATCA Withholding” below, amounts paid to Non-U.S. Holders pursuant to the applicable Offer that are allocable to accrued and unpaid interest on the Notes will not be subject to U.S. federal income or withholding tax, under the “portfolio interest” exemption, provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the stock of the Company entitled to vote;
- the Non-U.S. Holder is not a “controlled foreign corporation” that is related to the Company, actually or constructively, through stock ownership;
- the Non-U.S. Holder is not a bank whose receipt of interest on the Notes is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- interest on the Notes is not effectively connected with the Non-U.S. Holder’s conduct of a U.S. trade or business; and
- the Non-U.S. Holder appropriately certifies as to its foreign status prior to payment by providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable (or other applicable form), to the applicable withholding agent.

If the Non-U.S. Holder cannot satisfy the requirements described above, then payments allocable to accrued but unpaid interest made to such Non-U.S. Holder generally will be subject to U.S. federal withholding tax at a rate of 30%, unless the Non-U.S. Holder provides the Company or its applicable withholding agent a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable form) establishing an exemption from, or reduction of, the withholding tax under an applicable income tax treaty, or the payments of interest are effectively connected with the Non-U.S. Holder’s conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable).

If the interest on the Notes is effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable), the Non-U.S. Holder will be required to pay U.S. federal income tax on that interest on a net income basis generally in the same manner as a U.S. Holder (and the 30% withholding tax described above will not apply, provided that a properly executed IRS Form W-8ECI is provided to the Company or its paying agent). In addition, a corporate Non-U.S. Holder may also be subject to an additional “branch profits tax” at a 30% rate (unless an applicable tax treaty provides for a lower rate) on its effectively connected earnings and profits attributable

to such interest.

Backup Withholding and Information Reporting. Rules relating to information reporting requirements and backup withholding with respect to payments to a Non-U.S. Holder in exchange for a Note pursuant to the applicable Offer are as follows:

- If the proceeds are paid to or through the U.S. office of a broker, a Non-U.S. Holder generally will be subject to backup withholding and information reporting unless the Non-U.S. Holder certifies that it is not a U.S. person (usually on an IRS Form W-8BEN or W-8BEN-E, as appropriate) or otherwise establishes an exemption.
- If the proceeds are paid to or through a non-U.S. office of a broker that is a U.S. person or that has certain specified U.S. connections, a Non-U.S. Holder generally will be subject to information reporting (but generally not backup withholding) unless the Non-U.S. holder certifies that it is not a U.S. person (usually on an IRS Form W-8BEN or W-8BEN-E, as appropriate) or otherwise establishes an exemption.
- If the proceeds are paid to or through a non-U.S. office of a broker that is not a U.S. person and does not have specified U.S. connections, a Non-U.S. Holder generally will not be subject to backup withholding or information reporting.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle such Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

FATCA Withholding. Under sections 1471 through 1474 of the Code and the Treasury Regulations promulgated thereunder (such sections commonly referred to as "FATCA"), U.S. federal withholding taxes may apply to certain types of payments made to "foreign financial institutions" (as specially defined in the Code) and certain other non-U.S. entities. Specifically, a 30% U.S. federal withholding tax may be imposed on payments of amounts allocable to accrued and unpaid interest on a Note made to a foreign financial institution or to a non-financial foreign entity (whether such institution or entity is the beneficial owner or an intermediary), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (1) above, then, pursuant to an agreement between it and the U.S. Treasury, it must, among other things, identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. An applicable intergovernmental agreement regarding FATCA between the United States and a non-U.S. entity's jurisdiction may modify the general rules described above.

Pursuant to proposed Treasury Regulations, FATCA withholding is not applicable to gross proceeds from the sale, exchange, retirement, redemption or other disposition of relevant financial instruments. The Treasury Department has indicated that taxpayers may rely on these proposed regulations pending their finalization.

Non-U.S. Holders are urged to consult their own tax advisors regarding the application of FATCA to amounts paid for a Note pursuant to the applicable Offer that are properly allocable to accrued and unpaid interest.

U.S. Federal Income Tax Consequences to Non-Tendering Holders

A U.S. Holder or Non-U.S. Holder that does not tender its Notes will not realize gain or loss for U.S. federal income tax purposes as a result of the applicable Offer and such U.S. Holder or Non-U.S. Holder, as applicable, will continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the retained Notes.

DEALER MANAGERS AND TENDER AND INFORMATION AGENT

The Company has retained J.P. Morgan Securities LLC, TD Securities (USA) LLC and Wells Fargo Securities, LLC as lead dealer managers (the “Lead Dealer Managers”), Barclays Capital Inc. and U.S. Bancorp Investments, Inc. as co-dealer managers (the “Co-Dealer Managers” and, together with the Lead Dealer Managers, the “Dealer Managers”), and D.F. King & Co., Inc., as the tender and information agent (the “Tender and Information Agent”), in connection with the Offers. The Company has agreed to pay the Dealer Managers and the Tender and Information Agent customary fees for their services in connection with the Offers. The Company has also agreed to reimburse the Dealer Managers and the Tender and Information Agent for certain of their out-of-pocket expenses and to indemnify the Dealer Managers and the Tender and Information Agent against certain liabilities, including liabilities under the federal securities laws.

The Dealer Managers and/or their respective affiliates, in the ordinary course of business, make markets in securities of the Company, including the Notes. As a result, from time to time, the Dealer Managers and/or their respective affiliates may own certain of the securities of the Company, including the Notes. In addition, the Dealer Managers and/or their respective affiliates may tender Notes into the Offers for their own accounts or for the accounts of their clients. In the ordinary course of business, the Dealer Managers and their respective affiliates have in the past provided, currently provide, and may in the future from time to time provide, investment banking and general financing and commercial banking services to the Company and certain of its affiliates, including the provision of credit facilities, the underwriting of certain asset-backed securitization issuances, and/or the performance of financial advisory services for the Company and its affiliates, for which they received, or will receive, customary fees and expenses. The Dealer Managers are not obligated to make a market in the Notes.

None of the Dealer Managers and the Tender and Information Agent assume any responsibility for the accuracy or completeness of the information concerning the Company or the Notes contained or referred to in this Offer to Purchase or in portions of the documents incorporated by reference herein or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

NONE OF THE COMPANY OR ITS AFFILIATES, THEIR RESPECTIVE BOARDS OF DIRECTORS, THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT AND THE TRUSTEE WITH RESPECT TO ANY NOTES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO THE OFFERS, AND NEITHER THE COMPANY NOR ANY SUCH OTHER PERSON HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

Any questions or requests for assistance or for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery or related documents may be directed to the Tender and Information Agent at its telephone numbers or email address set forth below. A Holder may also contact the Dealer Managers at their respective telephone numbers or email addresses set forth below or such Holder's broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers. Beneficial owners should contact their broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers. This Offer to Purchase can also be accessed at the following website: <https://dfking.com/HOG>.

The Information Agent for the Offers is:

D.F. King & Co., Inc.

28 Liberty Street, 53rd Floor
New York, NY 10005
Attn: Michael Horthman

Banks and Brokers call: (646) 856-8002
Toll free (800) 628-8532
Email: HOG@dfking.com

The Tender Agent for the Offers is:

D.F. King & Co., Inc.

By Mail:
28 Liberty Street, 53rd Floor
New York, NY 10005

By Overnight Courier:
28 Liberty Street, 53rd Floor
New York, NY 10005

By Hand:
48 Liberty Street, 22nd Floor
New York, NY 10005

If a Holder has questions about the Offers or the procedures for tendering Notes, the Holder should contact the Tender and Information Agent or the Dealer Managers at their respective telephone numbers.

The Lead Dealer Managers for the Offers are:

J.P. Morgan Securities LLC

270 Park Avenue
New York, NY 10017
Attn: Liability Management Group
Toll-Free: (866) 834-4666
Collect: (212) 834-3554

TD Securities (USA) LLC

1 Vanderbilt Avenue, 11th Floor
New York, NY 10017
Attn: Liability Management Group
Toll-Free: (866) 584-2096
Collect: (212) 827-2842
Email: LM@tdsecurities.com

Wells Fargo Securities, LLC

550 South Tryon Street, 5th Floor
Charlotte, NC 28202
Attn: Liability Management Group
Toll-Free: (866) 309-6316
Collect: (704) 410-4759
Email: liabilitymangement@wellfargo.com

ANNEX A

FORMULA FOR DETERMINING THE CONSIDERATION AND ACCRUED INTEREST

YLD	=	The Repurchase Yield expressed as a decimal number. The Repurchase Yield is the sum of the Reference Yield (as defined in this Offer to Purchase) and the Fixed Spread (as set forth on the front cover of this Offer to Purchase).
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
Cfi	=	The aggregate amount of cash per \$1,000 principal amount scheduled to be paid on the “ith” out of the N remaining cash payment dates for the Notes, assuming for this purpose that Notes are paid down on the Maturity Date or redeemed on the Par Call Date, as applicable.
N	=	The number of remaining interest payment dates from, but not including, the Settlement Date to, and including, the Maturity Date or the Par Call Date, as applicable, in accordance with standard market practice, for the Notes. When “N” is based on the Par Call Date, N need not be a whole number.
S	=	The number of days from and including the semiannual interest payment date immediately preceding the Settlement Date up to, but not including, the Settlement Date. The number of days is computed using the 30/360 day-count method.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
Exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
N Σ i=1	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “i” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	$\$1,000(CPN)(S/360)$
Consideration	=	The price per \$1,000 principal amount of a Note (excluding Accrued Interest). A tendering Holder will receive a total amount per \$1,000 principal amount (rounded to the nearest cent) based on the fixed spread specified in the table on the front cover of this Offer to Purchase, plus the yield to maturity of the U.S. Treasury Reference Security based on the bid-side price of the U.S. Treasury Reference Security specified on the front cover of this Offer to Purchase on the applicable Reference Page specified on the front cover of this Offer to Purchase at 2:00 p.m., New York City time, on November 21, 2025. The Consideration does not include Accrued Interest (as defined herein), which will be paid on Notes accepted for purchase by us as described herein.

If YLD is less than the contractual annual rate of interest on the Notes, then the calculation will use the Par Call Date of the Notes. If YLD is greater than or equal to the contractual annual rate of interest on the Notes, then the calculation will use the Maturity Date of the Notes.

Formula for Consideration:

$$\sum_{i=1}^N \left[\frac{Cfi}{(1 + YLD/2)Exp(i - S/180)} \right] - \$1000(CPN)(S/360)$$

ANNEX B

FORM OF NOTICE OF GUARANTEED DELIVERY

NOTICE OF GUARANTEED DELIVERY



HARLEY-DAVIDSON FINANCIAL SERVICES, INC.

**RELATING TO THE OFFERS TO PURCHASE
DATED NOVEMBER 17, 2025 (THE "OFFER TO PURCHASE") ANY AND ALL OF
HARLEY-DAVIDSON FINANCIAL SERVICES, INC.'S OUTSTANDING
6.500% MEDIUM-TERM NOTES DUE 2028 AND 5.950% MEDIUM-TERM NOTES DUE 2029**

This Notice of Guaranteed Delivery is being provided in connection with the Offers (as defined in the Offer to Purchase) by Harley-Davidson Financial Services, Inc. (the "Company"). The Offers will expire at 5:00 P.M., New York City time, on November 21, 2025, unless extended or terminated (such time and date, as the same may be extended or terminated by us in our sole discretion subject to applicable law, the "Expiration Date"). Tendered Notes may be validly withdrawn at any time at or prior to 5:00 p.m., New York City time, on November 21, 2025, unless extended by us (such time and date, as the same may be extended by us in our sole discretion, the "Withdrawal Deadline"), but may not thereafter be validly withdrawn, unless otherwise required by applicable law. The Offers are being made upon the terms and subject to the conditions set forth in the offer to purchase (as it may be amended or supplemented from time to time, the "Offer to Purchase") relating to the Notes and this accompanying notice of guaranteed delivery (as it may be amended or supplemented from time to time, the "Notice of Guaranteed Delivery"). Capitalized terms used by not defined herein shall have the meaning given to them in the Offer to Purchase.

The Information Agent for the Offers is:

D.F. King & Co., Inc.

28 Liberty Street, 53rd Floor
New York, NY 10005
Attn: Michael Horthman

Banks and Brokers call: (646) 856-8002
Toll free (800) 628-8532 Email:
HOG@dfking.com

The Tender Agent for the Offers is:

D.F. King & Co., Inc.

By Mail:
28 Liberty Street, 53rd Floor
New York, NY 10005

By Overnight Courier:
28 Liberty Street, 53rd Floor
New York, NY 10005

By Hand:
48 Liberty Street, 22nd Floor
New York, NY 10005

Delivery of this Notice of Guaranteed Delivery to an address other than the one set forth above or transmission of instructions via email to an email address other than the email address set forth above will not constitute a valid delivery to the Tender and Information Agent. The method of delivery of this Notice of Guaranteed Delivery and all other required documents to the Tender and Information Agent, including delivery through DTC, and any acceptance or Agent's Message transmitted through ATOP electronic acceptance procedures, is at the election and risk of holders.

The Notes are:

Series of Notes	CUSIP Numbers ⁽¹⁾	Aggregate Principal Amount Outstanding
6.500% Medium-Term Notes due 2028	CUSIP: 41284VAC6 / U2465RAC5 ISIN: US41284VAC63 / USU2465RAC52	\$700,000,000
5.950% Medium-Term Notes due 2029	CUSIP: 41283LBB0 / U24652AW6 ISIN: US41283LBB09 / USU24652AW63	\$500,000,000

⁽¹⁾ No representation is made as to the correctness or accuracy of the CUSIP numbers listed in this Notice of Guaranteed Delivery or printed on the Notes. Such information is provided solely for the convenience of the Holders of the Notes.

If you desire to tender Notes in an Offer and the procedures for book-entry transfer cannot be completed on a timely basis before the Expiration Date, your tender may still be effected if: (1) the tender is made by or through an Eligible Guarantor Institution (as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended); (2) guaranteed deliveries are submitted only in the authorized minimum denominations and integral multiples of \$1,000 in excess thereof; (3) either (a) the Tender and Information Agent receives by mail, overnight courier or email transmission, before the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form we have provided, including (where required) a signature guarantee by an Eligible Guarantor Institution in the form set forth herein or (b) in the case of Notes held in book-entry form, such Eligible Guarantor Institution has complied with ATOP's procedures applicable to guaranteed delivery for the Notes; and in either case representing that the Holder(s) own such Notes; and (4) the Tender and Information Agent receives the Notes, in proper form for transfer, or confirmation of book-entry transfer of the Notes into the Tender and Information Agent's account at the book-entry transfer facility, including any required signature guarantees, or an Agent's Message, and any other required documents, no later than 5:00 p.m., New York City time, on the second business day after the date of receipt by the Tender and Information Agent of this Notice of Guaranteed Delivery.

If a Holder is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase, the Eligible Guarantor Institution should not complete and deliver this Notice of Guaranteed Delivery, but such Eligible Guarantor Institution will be bound by the terms of the Offers, including this Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Guarantor Institution. Holders who hold Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase should, at or prior to the Guaranteed Delivery Date (as defined below), only comply with ATOP's procedures applicable to guaranteed delivery.

The Eligible Guarantor Institution that completes this form must communicate the guarantee to the Tender and Information Agent within the time period specified herein. Failure to do so could result in a financial loss to such participant.

Foreign holders that want to tender Notes using a guaranteed delivery process should contact their brokers, the Company or the Tender and Information Agent.

Ladies and Gentlemen:

The undersigned represents that the undersigned owns and hereby tenders to Harley-Davidson Financial Services, Inc. (the "Company"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 17, 2025 (the "Offer to Purchase"), and this Notice of Guaranteed Delivery and instructions hereto (which, as they may be amended or supplemented from time to time, together constitute the "Offers"), receipt of which is hereby acknowledged, the principal amount of Notes set forth below, all pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase.

The undersigned understands that tenders of Notes pursuant to the Offers may not be withdrawn after the Expiration Date. Tenders of Notes may be withdrawn prior to the Expiration Date, as provided in the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

Guaranteed deliveries may be submitted only in principal amounts equal to \$2,000 and integral multiples of \$1,000 in excess thereof.

If a Holder is tendering Notes through ATOP pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase, the Eligible Guarantor Institution should not complete and deliver this Notice of Guaranteed Delivery, but such Eligible Guarantor Institution will be bound by the terms of the Offers, including this Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Guarantor Institution. Holders who hold Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase should, at or prior to the Guaranteed Delivery Date, only comply with ATOP's procedures applicable to guaranteed delivery.

As more fully described in the Offer to Purchase, guaranteed deliveries will be required to be provided no later than 5:00 p.m., New York City time, on November 25, 2025, which is two (2) business days following the Expiration Date (the "Guaranteed Delivery Date"). The Guaranteed Delivery Settlement Date will take place promptly after the delivery of such accepted Notes, but no earlier than November 26, 2025. The Company will not pay accrued interest for any periods following the Settlement Date in respect of any Notes tendered in the Offers, including those tendered by the Guaranteed Delivery Procedures set forth herein and in the Offer to Purchase, and under no circumstances will additional interest be paid by the Company by reason of any delay in the Guaranteed Delivery Procedures.

Principal Amount of Notes Tendered: _____

Series of Notes that Principal Amount Tendered Relates To: _____

CUSIP of Notes that Principal Amount Tendered Related To: _____

Account Number: _____

Dated: _____, 2025

Name(s) of Registered Holder(s): _____

Address(es) (including Country and Zip Code): _____

Signature(s): _____

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a firm that is a participant in the Securities Transfer Agents Medallion Program, or an “Eligible Guarantor Institution” (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), hereby (i) represents that the above-named persons are deemed to own the Notes tendered hereby, (ii) represents that such tender of Notes is being made by guaranteed delivery and (iii) guarantees that the Notes tendered hereby in proper form for transfer or confirmation of book-entry transfer of such Notes into the tender agent’s account at the book-entry transfer facility, pursuant to the procedures set forth in “*The Offers—Procedures for Tendering Notes—Guaranteed Delivery Procedures*” in the Offer to Purchase, and the Notes to be tendered or an Agent’s Message in the case of a book-entry delivery, and any other required documents, will be received by the Tender and Information Agent at its address set forth above within two (2) business days after the date of execution hereof.

The Eligible Guarantor Institution that completes this form must communicate the guarantee to the Tender and Information Agent within the time period indicated herein. Failure to do so may result in financial loss to such Eligible Guarantor Institution.

Name of Firm: _____

Authorized Signature: _____

Name: _____

Title: _____
(Please Type or Print)

Address: _____

Zip Code: _____

Country: _____

Area Code and Telephone Number(s): _____

Dated: _____, 2025

DO NOT SEND THE NOTES WITH THIS FORM. ACTUAL SURRENDER OF THE NOTES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, ANY OTHER REQUIRED DOCUMENTS AS SET FORTH HEREIN.

Any questions or requests for assistance may be directed to the Dealer Managers at their respective addresses, telephone numbers and email addresses set forth below. Additional copies of this Notice of Guaranteed Delivery may be obtained from the Tender and Information Agent at the address, email address or telephone numbers set forth below. A Holder may also contact such Holder's broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning the Offers. The Offer to Purchase can also be accessed at the following website: <https://dfking.com/HOG>.

The Information Agent for the Offers is:

D.F. King & Co., Inc.

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New York, NY 10005
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New York, NY 10005

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48 Liberty Street, 22nd Floor
New York, NY 10005

If a Holder has questions about the Offers or the procedures for tendering Notes, the Holder should contact the Tender and Information Agent or the Dealer Managers at their respective telephone numbers or email addresses.

The Lead Dealer Managers for the Offers are:

J.P. Morgan Securities LLC

270 Park Avenue
New York, NY 10017
Attn: Liability Management Group
Toll-Free: (866) 834-4666
Collect: (212) 834-3554

TD Securities (USA) LLC

1 Vanderbilt Avenue, 11th Floor
New York, NY 10017
Attn: Liability Management Group
Toll-Free: (866) 584-2096
Collect: (212) 827-2842
Email: LM@tdsecurities.com

Wells Fargo Securities, LLC

550 South Tryon Street, 5th Floor
Charlotte, NC 28202
Attn: Liability Management Group
Toll-Free: (866) 309-6316
Collect: (704) 410-4759
Email: liabilitymanagement@wellsfargo.com