

**OFFICE DEPOT BUSINESS CREDIT ACCOUNT DISCLOSURES**

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| <b>Annual percentage rate (APR) for purchases</b>              | 23.99%  |
| <b>Grace period for repayment of the balance for purchases</b> | At least 20 days if you pay the total balance in full by the due date every billing period. If you do not, you will not get a grace period.   |
| <b>Method of computing the balance for purchases</b>           | Daily balance. This includes new purchases.   |
| <b>Minimum finance charge</b>                                  | \$2.00.   |
| <b>Annual fees</b>   | None.   |
| <b>Other fees</b>  | Late fee: <ul style="list-style-type: none"> <li>• \$15 on balances up to \$100</li> <li>• \$29 on balances of \$100 up to \$250</li> <li>• \$39 on balances of \$250 and over.</li> </ul> Returned Payment Fee: \$39 |

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

**TERMS AND CONDITIONS OF OFFER**

- This account is only for Business or commercial purposes. It is not for personal, family or household purposes. Citibank, N.A. is the issuer of your account.
- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, business street address, taxpayer identification number and other identifying information, and we may ask for identifying documents from you as well.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- You authorize us to share with the retailer for whom this card is issued, and its affiliates, experiential and transactional information regarding you and your account.
- To receive an Office Depot Business Credit Account – with Revolve Terms, you must meet our credit qualification criteria. Your credit limit will be determined by a review of your credit report and, in some instances, a review of such other financial information as we may ask you to provide. You will be informed of the amount of your credit line when your account is opened.
- Please see the following initial disclosure statement for important additional information.

**INITIAL DISCLOSURE STATEMENT**

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

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

**Definitions**

**account** means the relationship between you and us by this agreement.

**APR** means an annual percentage rate.

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

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

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

**Responsible Officer:** any natural person, whether or not an actual officer of the Business, who applies for the account on behalf of the Business and any successor to that person.

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

**you, your, and yours** mean the person or entity who applies to open the account. It also means any other person or entity responsible for complying with the Agreement.

**Purchase APR**

**Purchase APR.** The **ANNUAL PERCENTAGE RATE** for regular purchases is 23.99%. This APR equals a daily periodic rate of 0.06572%.

**Effect of APR Increases:** If an APR increases, periodic finance charges increase. Your minimum payment may increase as well.

**Promotions**

We may offer you promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. They may include the No Interest and 0% offers described below. Your promotional terms may end if you default under the Card Agreement because you

- do not make the minimum payment when due,
- go over the credit line, or
- make a payment to us that is not honored.

**No Interest.** No finance charges will be imposed on this balance if you pay the balance in full by the end of the promotional period. We will impose finance charges on this balance if you do not pay the balance in full by the end of the promotional period or the promotional terms are terminated. We will impose these finance charges from the date of purchase until the balance is paid in full. The promotional offer will specify the amount of any minimum payment required on this balance.

**0%.** No finance charges are imposed on this balance during the promotional period. The promotional offer will specify the amount of any minimum payment required on this balance.

**Periodic Finance Charges Based On APRs**

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

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

**Grace Period on Purchases.** You can avoid periodic finance charges on purchases. This is called a grace period on purchases. The grace period is at least 20 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing period. If you do not, you will not get a grace period until you pay the New Balance for two billing periods in a row.

If you have a balance subject to a No Interest promotion or a 0% promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a major purchase plan balance, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing periods in which payments are allocated to No Interest balances first, the No Interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing period.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

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

- We start with each of your different balances. These balances include, for example, regular purchases, and different promotional balances. (Purchases made under the same promotional terms, including APR and expiration date, will be part of the same promotional balance.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic finance charge on the previous day's balance. (This results in daily compounding of finance charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily periodic finance charges for each of your different balances.
- We add up all the daily periodic finance charges. The sum is the total periodic finance charge for the billing period. You authorize us to round the total periodic finance charge to the nearest cent.

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

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

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

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

### Fees

**Late Fee.** We add a late fee for each billing period you do not pay the Minimum Payment Due by the payment due date. This fee is based on your account balance as of the Transaction Date shown on your statement for the late fee. The fee is \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; and \$39 on balances of \$250 and over. We add this fee to the regular purchase balance.

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

### Arbitration

**The Card Agreement provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Read the "Arbitration" provision of the Agreement carefully.**

### Notify Us in Case of Errors or Questions About Your Bill

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) as soon as possible at the billing errors address on the front of your statement. We must hear from you in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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