



Terms and Conditions

In consideration of the issuance of an Office Depot Store Purchasing Card(s) (the "Card") to the Business Services Division supply account customer (the "Cardholder"), the Cardholder agrees to be bound to the following Terms and Conditions applicable to the use of the Card:

1. The Card is non-transferable. The Cardholder may authorize its employees to use the card, but the Cardholder remains fully responsible for the payment of all purchases made by use of the Card, whether the use was authorized or not.
2. The cardholder is responsible for all purchases made by any use of the Card by anyone, including instances where the Card has been lost or stolen and has been used by an unauthorized user. It is the Cardholder's responsibility to promptly notify Office Depot of any lost or stolen Card. Call your Account Executive immediately.
3. The use of the Card must be discontinued during periods limits have been exceeded.
4. The use of the Card must be discontinued and the Card(s) destroyed or returned to Office Depot in the event that the Cardholder's Business Services Division account is discontinued for any reason.
5. The use of the Card must be discontinued and the Card(s) immediately destroyed or returned to Office Depot in the event that the Cardholder (I) is unable to pay its accounts or other debts, (II) is about to sell all or substantially all of its assets, (III) anticipates the likelihood of bankruptcy or any assignment, or appointment of a receiver, for the benefit of creditors, or (IV) is notified by Office Depot to discontinue use of the card, which it may do in its sole discretion.
6. If the use of the Card is discontinued for any of the above reasons, the cardholder shall notify all users having possession of the Cards that the card has been canceled and request that all Cards be returned to the Cardholder for destruction.
7. A credit limit may be established for your Card on a per transaction basis. This limit is set by the Cardholder.
8. Payment of all purchases made through use of the Card is due when the Cardholder receives the account billing statement.
9. Office Depot reserves the right, at any time, to change any of the terms under which the Card(s) have been issued or to unilaterally revoke or terminate the Card for any reason.
10. The card is not a revolving or any other type of credit card and does not establish any new account, or extend credit, but rather to be used for identification purposes to enable Cardholder' purchases at Office Depot retail stores to be charged against Cardholder's existing Business Services Division account and billed as the Cardholder is accustomed under that account. The Card is an identification card and does not in and of itself entitle the Cardholder to any extension of credit.

Signature