

Loyalty has its rewards

Succeeding in business is about building smart relationships. That's why we created the Office Depot Rewards Platinum program, a loyalty program for small and medium businesses that have their orders delivered. As a Platinum member, you get great deals. You get award-winning customer service. You can shop the way you like (online, by phone, by fax, in-store). Office Depot Rewards Platinum: the smart way of taking care of business.



OFFICE DEPOT REWARDS PLATINUM

15% off Everyday Low Web Pricing on 50 office essentials

15% off Everyday Low Web Pricing on 3 top-selling case paper products



15% off Everyday Low Web Pricing on 10 products that you pick
(excludes technology and furniture)

Special pricing on copy, print and select coffee products



Everyday Low Web Pricing for all other active products on the web and in our catalogs

Additional monthly special offers and incentives



FREE NEXT BUSINESS-DAY DELIVERY on qualifying orders of \$50 or more.

For orders under \$50 you pay just \$4.95 for next business-day delivery. Phone in your office supply order by 5:00 pm or fax it in by 3:00 pm and get it delivered the next business-day, FREE! (Some furniture, technology and special order items do not qualify. See your account manager for full details.)



Dedicated account manager

Dedicated Platinum member hotline 87.SMART.OD1 (877.627.8631)

Store Purchasing Card, so you get the same discounts in-store

Account billing for flexible 30-day payment options (for qualifying members)

5% Back to Schools program now available to you as a member of the Office Depot Rewards Platinum program



5% Back to Schools TERMS & CONDITIONS: Limited to Pre-K-12th grade. Not applicable to schools in Puerto Rico. 5% of qualifying school and office supply purchases made during each program period will be offered to the participating school designated by each customer quarterly in the form of an Office Depot® Merchandise Card. Qualifying purchases are categorized as basic school and office supplies, i.e., paper, file folders, pens, pencils, crayons etc. Products that do not qualify are all technology and consumer electronic products and accessories, media and software that is not education or reference related; all furniture items and furniture accessories; all ink and toner cartridges; Gift Cards; postage stamps; purchases from Copy & Print Depot; and purchases made to contract business accounts. Credits are not available to schools with less than \$10 in tallied credits per quarter. Unaccepted/declined credits are void. Other restrictions apply, visit your local Office Depot® for details. Office Depot® will honor up to \$10 million in total credits to the designated schools that opt to participate.

Office Depot Rewards Platinum Terms and Conditions

The Office Depot Rewards Platinum Program ("Program") is an Office Depot loyalty program available to select business account customers or potential customers that Office Depot invites to join ("Members"). Not every current or new Office Depot customer will qualify or be invited to join this Program.

Current customers that are invited to join and wish to join must switch their existing price plans and contracts to the pricing included in this Program.

The Program consists of the following items:

- **Core List Discount:** A 15% discount off of our officedepot.com regular prices (our "Everyday Low Web Price") on a fixed core list of products set by Office Depot. The fixed core list may be changed with or without notice from Office Depot at any time.
- **Paper Discount:** A 15% discount off of our Everyday Low Web Price for our three top-selling case copy paper items.
- **Your Top 10 Custom Discount List:** You can create a list of products on which you will receive a 15% discount off of our Everyday Low Web price. The number of products you may pick are set forth on the overview page. However, the list of products you pick can only be modified by you annually.
- **Copy and print services and coffee products discounts:** Members pay \$0.39 for single-sided color copies and \$0.03 for single-sided black and white copies. Members receive select boxes of K-cup coffee for \$10.50 per box.
- All other products available on business.officedepot.com and in our BSD Big Book Catalog (except custom, special order and discounted products) will be priced at our Everyday Low Web Price.
- Custom, special order, and discontinued products are priced at 5% off list price.
- Free next business-day delivery on orders of \$50.00 or more. For orders under \$50.00 Members pay \$4.95 for next business-day delivery. Orders must be placed by 5:00 PM your time or faxed by 3:00 PM your time to get delivered next business day. Some furniture, technology, and special order items do not qualify.
- Account billing payment option if your organization qualifies.
- Opportunity to participate in the 5% Back To Schools program, subject to the terms and conditions of such program, which are incorporated herein.
- Opportunity to receive and use the Store Purchasing Card subject to the terms and conditions of the card, which are incorporated herein.
- A dedicated account manager provided you have a minimum annual purchase amount of \$3,000.
- Members will also receive additional special offers, promotions and incentives.
- Dedicated Office Depot Rewards Platinum hotline for Program questions.

Office Depot reserves the right to modify your product listing and replace any item with a substitute.

Program Members are responsible for taxes, charges or other liabilities related to or resulting from their participation in the Program.

By participating in the Program, you consent to these terms and conditions ("Terms") of this Program. Any changes to the Terms will be effective immediately upon posting at business.officedepot.com.

Office Depot reserves the right, in its sole discretion to modify, limit or terminate the Program, or any portion thereof, at any time, with or without prior written notice.

Your Program Member information will not be sold or rented to any company outside of Office Depot and its affiliated companies. In order to facilitate your account, we may share your information with our trusted vendors, who have agreed to keep your information confidential. Your information will be used for the purpose of account maintenance, improving not only your customer experience but also the range and types of products and services offered by us to you, as well as to notify you of special offers, promotions, and/or catalogs which may be of interest to you. Of course we will comply with all laws regarding information access by federal and state authorities and may use such information to protect the integrity of the Program or the safety of the members. If you do not wish to have your member information utilized in this manner, you may cancel your participation in the Program at any time by contacting your account representative.

Office Depot assumes no responsibility for errors caused by incorrect Member information.

The interpretation and application of the Terms are in the sole discretion and determination of Office Depot, which in each case shall be final and conclusive.

The laws of the State of Florida, without regard to its conflict of laws rules, will govern the Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Program or the Terms, you agree to file such action only in the state and federal courts located in Palm Beach County, Florida.

If Office Depot fails to act with respect to your breach or anyone else's breach on any occasion, Office Depot is not waiving its right to act with respect to future or similar breaches.

The Terms, together with those items made a part of these Terms by reference, make up the entire agreement between us relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of the Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The Program is void where prohibited by law.