

Make Your Sam's Club® Experience Even Better!



Zero Fraud Liability



One-card Convenience



No Annual Fee

PLUS, earn cash back rewards
with Sam's Club® Discover®.

Apply Now!



Apply Now

It's easy to apply at
Sam's Club—right
here and right now.



**Apply for a Sam's Club®
Business Credit
account today!**



Discover® and the Discover acceptance mark are service marks used by GE Capital Retail Bank under license from Discover Financial Services.

Earn Cash Back

**The more you use
your card, the more
you earn!**



**Earn cash back rewards
virtually everywhere
Discover® cards are accepted!^{1,2}**

- **Shop** at Sam's Club with a convenient way to pay.
- **Dine out** at your favorite restaurants.
- **Buy gas** around town or wherever you go.
- **Pay bills** – earn cash back rewards when you pay recurring bills.
- **Travel near or far**, and make every trip more rewarding.
- **Every purchase** is a chance to earn more cash back rewards.³























¹ This benefit applies only to Sam's Club® Discover® accounts. Subject to credit approval. See "How to Earn Cash Back Rewards" in the Sam's Club Discover credit application for complete details.

² Discover® may not be accepted by all service providers.

³ See attached terms for details.

Check out all the great benefits



Benefit	Sam's Club® Business Credit	Sam's Club® Business Discover®	Sam's Club® Plus Discover®
Earn cash back		Up to 1%	Up to 2%
Use wherever Discover is accepted			
Cash advances from Discover ATMs			
In-club cash access up to \$100			
Special security feature - protected with your photo			
No annual fee			
Online account access at SamsClub.com/credit			
Acceptance at all Sam's Club and Walmart® locations nationwide ⁴			
One-card convenience			

⁴Sam's Club Business Member Credit not accepted at Walmart® gas stations or Walmart.com.

Open a Sam's Club® Business Credit Account



Rev 3/13
Item #87047S13P



THE KEY CREDIT TERMS	
SAM'S CLUB® DISCOVER® BUSINESS	
Annual Percentage Rate (APR) for Purchases	
Account Type 1:	Account Type 2:
14.90%	22.90%
APR assigned upon approval†	
Other APRs	
Penalty APR:* 29.90%	
Cash Advance APR:	
Account Type 1:	Account Type 2:
19.90%	25.90%
Variable Rate Information	
The Annual Percentage Rate for Purchases will equal the prime rate plus (i) 11.65%, but not less than 14.90% for Account Type 1; or (ii) 19.65%, but not less than 22.90% for Account Type 2. The Annual Percentage Rate for Cash Advances will equal (i) the prime rate plus 16.65%, but not less than 19.90% for Account Type 1; or (ii) the prime rate plus 22.65%, but not less than 25.90% for Account Type 2. The Penalty APR will equal the prime rate plus 26.40%, but not less than 29.90%.	
The “prime rate” for a billing period is the highest bank prime loan rate as published in <i>The Wall Street Journal</i> in its Money Rates section on any business day of the three calendar months preceding the first day of the billing period.	
Grace Period for the Repayment of the Balance for Purchases	
At least 20 days if there is no previous balance or the balance is fully paid; otherwise, none.	
Method of Computing the Balance for Purchases	
Average Daily Balance (including New Purchases)	
Minimum Finance Charge	
\$2.00 (\$0 in PR)	
Transaction Fee for Cash Advances, Convenience Checks or Balance Transfers	
The greater of \$5.00 or 3.0% of the amount of the Cash Advance, Convenience Check or Balance Transfers.	
Transaction Fee for Foreign Transactions	
3% of the amount of each transaction.	

Late Payment Fee: The Late Payment Fee will be \$0.00 for a New Balance of less than \$25.00; \$15.99 for a New Balance of \$25.00 to \$99.99; \$29.99 for a New Balance of \$100.00 to \$249.99; and \$39.99 for a New Balance of \$250.00 or more (\$0 in PR).

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR).

Overlimit Fee: \$35.00 (\$0 in PR).

*The APR for all Account balances (including any promotional rates) may be increased if you fail to make a minimum payment to us when due or you make a payment to us that is not honored by your bank. If we increase your APR, the new APR will be equal to the Penalty Rate. The Penalty APR will apply until you make any required Total Minimum Payment by the Payment Due Date in twelve consecutive billing periods; and if you do so, the next Statement you receive will reflect a new APR equal to 22.90% for Purchases and 25.90% for Cash Advances. We may also change rates or other terms as provided in the credit card agreement.

†See also Important Notices 1 & 2 on page 3.

THE KEY CREDIT TERMS	
SAM'S CLUB® BUSINESS CREDIT CARD	
Annual Percentage Rate (APR) for Purchases	
PR:	All Other States:
18.00%	21.90%
Other APRs	
Penalty APR:* 29.90%	
Variable Rate Information	
Except in PR, the Annual Percentage Rate for Purchases will equal the prime rate plus 18.40%, but not less than 21.90%. In PR, the periodic rate is equal to 1.500% (corresponding ANNUAL PERCENTAGE RATE 18.00%). Except in PR, the Penalty APR will equal the prime rate plus 26.40%, but not less than 29.90%.	
The “prime rate” is the highest bank prime rate as published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing period.	
Grace Period for the Repayment of the Balance for Purchases	
At least 20 days if there is no previous balance or the balance is fully paid; otherwise, none.	
Method of Computing the Balance for Purchases	
Average Daily Balance (including New Purchases)	
Minimum Finance Charge	
\$2.00 (\$0 in PR)	

Late Payment Fee: The Late Payment Fee will be \$0.00 for a New Balance of less than \$25.00; \$15.99 for a New Balance of \$25.00 to \$99.99; \$29.99 for a New Balance of \$100.00 to \$249.99; and \$39.99 for a New Balance of \$250.00 or more (\$0 in PR).

Returned Check Fee: \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR).

*Except in PR, the APR for all Account balances (including any promotional rates) may be increased if you fail to make a minimum payment to us when due or you make a payment to us that is not honored by your bank. If we increase your APR, the new APR will be equal to the Penalty Rate. Once the Penalty Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next statement you receive will reflect the Regular Rate (rather than the Penalty Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that statement. We may also change rates or other terms as provided in the credit card agreement.

IMPORTANT NOTICES:

- 1 We may, at any time and for any reason, change, add or delete provisions of the credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you notice of any terms change as required by applicable law. The information about the costs of the Cards described on pages 1 & 2 is accurate as of March 1, 2013. This information may have changed after that date. To find out what may have changed on the Sam's Club Discover Business or on the Sam's Club Business Credit Card, write to us at P.O. Box 965004, Orlando, FL 32896-5004. All accounts are owned, and credit is extended, by GE Capital Retail Bank.
- 2 Sam's Club Discover Business rates will be determined after application review and disclosed to you before purchases or charges on the account are permitted. A limited number of applicants are expected to receive Account Type 1.

**INITIAL DISCLOSURE STATEMENT FOR BOTH THE
SAM'S CLUB® DISCOVER® BUSINESS AND THE
SAM'S CLUB® BUSINESS CREDIT CARD**

The following are initial disclosure statements. If you are approved for a Sam's Club Discover Business or a Sam's Club Business Credit Card, a complete credit card agreement ("Agreement") governing your Sam's Club Discover Business or Sam's Club Business Credit Card ("Account") will be sent to you. The Sam's Club Discover Business and Sam's Club Business Credit Card are issued by GE Capital Retail Bank ("Bank"). In these disclosure statements, "we", "us", and "our" refer to the Bank; "you" and "your" refers to all persons who we approve to use the Account; and "Card" refers to your Sam's Club Discover Business or Sam's Club Business Credit Card. Outside of Sam's Club, some merchants may offer Sam's Club Discover Business cardholders the opportunity to obtain cash loans ("Cash Over") at the time of Purchase. Cash Over will be treated as Purchases. You may use your Sam's Club Discover Business or Sam's Club Business Credit Card to purchase goods or services ("Purchases"). You may also use your Sam's Club Discover to obtain cash loans at any institution that accepts the Sam's Club Discover including any Automated Teller Machines ("Cash Advances"). We may, from time to time, allow you to transfer balances from other credit card accounts to your Sam's Club Discover ("Balance Transfer"), or to access credit on the Account by writing a convenience check ("Convenience Checks"). The following transactions are treated as Cash Advances for the Sam's Club Discover: Convenience Checks, drafts, money orders, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in-bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds, person-to-person payments, fines, and other cash-like transactions. Except as otherwise expressly provided in the Agreement for Sam's Club Discover or any applicable offer, a Balance Transfer will be treated as a Purchase.

**INITIAL DISCLOSURES FOR
SAM'S CLUB DISCOVER BUSINESS**

PERIODIC FINANCE CHARGES. We calculate the periodic Finance Charge separately for Purchases, Cash Advances and Special Payment Plans. The Annual Percentage Rate may sometimes be referred to as "APR".

A. The periodic Finance Charge for a billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") to the Account balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE** of **\$2.00** (none in PR) will be imposed for each billing period in which your Account is subject to a periodic Finance Charge.

B. The Periodic Rate for your Purchase balance is the purchase standard rate ("Purchase Standard Rate"), unless the Penalty Rate applies as described below. Except as provided below, the Purchase Standard Rate for a billing period is the greater of: (i) the Prime Rate plus 11.65%, times 1/365; or (ii) **.04083% (APR 14.90%)** for Account Type 1; or the greater of (i) the Prime Rate plus 19.65%, times 1/365; or (ii) **.06274% (APR 22.90%)** for Account Type 2. The prime rate for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on any business day of the three calendar months preceding the first day of the billing period ("Prime Rate"). As of March 1, 2013, the Purchase Standard Rate for Account Type 1 was **.04083 (APR 14.90%)**; and the Purchase Standard Rate for Account Type 2 was **.06274 (APR 22.90%)**.

C. The Periodic Rate for your Cash Advance balance is the cash standard rate ("Cash Standard Rate"), unless the Penalty Rate applies as described below. Except as provided below, the Cash Standard Rate for a billing period is the greater of (i) the Prime Rate plus 16.65%, times 1/365; or (ii) **.05453% (APR 19.90%)** for Account Type 1; the greater of (i) the Prime Rate plus 22.65%, times 1/365; or (ii) **.07096% (APR 25.90%)** for Account Type 2. As of March 1, 2013, the Cash Standard Rate under this formula was **.05453% (APR 19.90%)** for Account Type 1; and the Cash Standard Rate was **.07096% (APR 25.90%)** for Account Type 2.

D. The Penalty Rate will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed payment or dishonored payment was due. The daily Penalty Rate is calculated as follows: the greater of (i) the Prime Rate plus 26.40%, times 1/365; or (ii) **.08192% (APR 29.90%)**. As of March 1, 2013, the Penalty Rate was **.08192% (APR 29.90%)**. If your APRs are increased for any of these reasons, the Penalty APR will apply until you make any required Total Minimum Payment by the Payment Due Date in twelve consecutive billing periods; and if you do so, the next Statement you receive will reflect a new APR equal to **22.90%** for Purchases and **25.90%** for Cash Advances. These APRs will vary with the market based on the Prime Rate. The daily Periodic Rate for the new Purchase APR is calculated as follows: the greater of (i) the Prime Rate plus 19.65%, times 1/365; or (ii) **.06274% (APR 22.90%)**. The daily Periodic Rate for the new Cash Advance APR is calculated as follows: the greater of (i) the Prime Rate plus 22.65%, times 1/365; or (ii) **.07096% (APR 25.90%)**. As of March 1, 2013, the daily Periodic Rate for the new Purchase APR under this formula was **.06274% (APR 22.90%)** and the daily Periodic Rate for the new Cash Advance APR under this formula was **.07096% (APR 25.90%)**. We may also change rates or other terms as provided in the Termination/Change in Terms section of this Agreement.

E. The Periodic Rates and corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase, and as a result the periodic Finance Charge, Total Minimum Payment, and number of payments also may increase. Any change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any applicable promotional offer that provides for different terms for that promotion). A change in the prime rate will take effect on the first day of the billing period after the change. We may select a new interest rate index if the prime rate is not available.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGE. The balance subject to a periodic Finance Charge is calculated separately for Purchases, Balance Transfers, Cash Advances and Special Payment Plans.

A. The Purchase balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. However, Purchases are not included in the Purchase balance subject to a periodic Finance Charge for a billing period if there is no previous balance on your Account at the beginning of the billing period ("Previous Balance"), or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance. To determine the Purchase balance subject to a periodic Finance Charge, we take the prior day's Purchase balance of your Account, which includes any unpaid periodic Finance Charge on your Purchase balance and add any new Purchases and other debits charged to your Account that day, and subtract any payments and other credits applied to your Purchase balance that day. Each day we also add any periodic Finance Charges on your Purchase balance and other Finance Charges and fees (other than Transaction Fees for Balance Transfers or Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the "Purchase Daily Balance" of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

B. The Balance Transfer balance subject to a periodic Finance Charge is the Balance Transfer Daily Balance of the Account. To determine the Balance Transfer balance subject to a periodic Finance Charge, we take the prior day's Balance Transfer Balance of your Account, which includes any unpaid periodic Finance Charges on your Balance Transfer Balance, and add any new Balance Transfer, Transaction Fees for Balance Transfer and periodic Finance Charges on your Balance Transfer Balance for that day and subtract any payments and other credits applied to your Balance Transfer Balance that day. This gives us the "Balance Transfer Daily Balance" of the Account. Any Balance Transfer Daily Balance of less than zero will be treated as zero.

C. The Cash Advance balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance balance subject to a periodic Finance Charge, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract any payments and other credits applied to your Cash Advance Balance that day. This gives us the "Cash Advance Daily Balance" of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.

A. **Purchases.** If there is no Previous Balance for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date at least equal to the Previous Balance, new Purchases and other related charges in that billing period will begin to accrue a periodic Finance Charge of the first day of the next billing period if a periodic Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period, including any balance of Purchases made under any Special Payment Plan, and the sum of your payments and credits posted to your Account by the Payment Due Date is not at least equal to that Previous Balance, new Purchases and other related charges will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period which the transaction is posted to your Account.

B. **Balance Transfers.** Balance Transfers, Transaction Fees for Balance Transfers and other related charges will accrue a periodic Finance Charge from the later of the transaction date or the first day of the billing period in which the Balance Transfer is posted to your Account. There is no period within which you can avoid Finance Charges on Balance Transfers.

C. **Cash Advances.** Cash Advances, Transaction Fees for Cash Advances and other related charges will accrue a periodic Finance Charge from the later of the transaction date or the first day of the billing period in which the Cash Advance is posted to your Account. There is no period within which you can avoid Finance Charges on Cash Advances.

PAYMENTS.

A. You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. You may pay more than the Total Minimum Payment at any time. Your Total Minimum Payment will be the sum of: (a) the greater of (i) \$15.00, or (ii) 1/24 of the new balance ("New Balance") shown on your statement, or (iii) the sum of the Finance Charges, the late fee, the overlimit fee imposed during the current billing period, and 1.0% of your New Balance; plus (b) any past due amounts. The Total Minimum Payment will be rounded up to the next whole dollar. However, the Total Minimum Payment is the New Balance if the New Balance is less than \$15.00.

B. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account or reduced savings attributable to any reduced APR promotion, depending on the types of transactions and promotions on your Account, and the timing and amount of your payments. For example, from time to time we may offer reduced APR promotions ("World Wide Promotions") that apply anywhere you use your Account. Because we allocate payments to lower APR balances first, if you have a balance that has a higher APR than any World Wide Promotion balance you may have, you will not receive the full benefit of the reduced APR of the World Wide Promotion. If you have any questions about the allocation of your payment, please call the customer service phone number located on your billing statement.

ADDITIONAL FEES. You agree to pay the following fees:

A. A Late Payment Fee, if we have not received your Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on your Statement (\$0 in PR). The amount of the Late Payment Fee will be based on your New Balance at the time your delinquent Total Minimum Payment was calculated. The Late Payment Fee will be:

<u>New Balance</u>	<u>Late Fee</u>
Less than \$25.00	\$0.00
\$25.00 – \$99.99	\$15.99
\$100.00 – \$249.99	\$29.99
\$250.00 or more	\$39.99

B. An Overlimit Fee of \$35.00 (\$0 in PR) for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Overlimit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit, or if you exceed your Credit Limit as a result of unpaid Finance Charges or other fees.

C. A Returned Check Fee of \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR) if any check or other instrument sent to us, or any electronic payment authorization you provide us for payment on your Account, is not honored upon first presentment even if the check, instrument, or electronic payment authorization is later honored. Your Returned Check Fee will be based on the ending balance of your Account for the billing period immediately preceding the billing period in which your Returned Check Fee is applied to your account.

D. A Transaction Fee for each Cash Advance that posts to your Account will be charged. This fee will be a **FINANCE CHARGE** equal to the greater of **\$5.00** or **3%** of the amount of the Cash Advance. For Automated Teller Machine ("ATM") Cash Advances, the amount of the Cash Advance may include a surcharge that the ATM owner imposes.

E. A Transaction Fee for each Convenience Check or Balance Transfer that posts to your Account will be charged. This fee will be a **FINANCE CHARGE** equal to the greater of **\$5.00** or **3%** of the amount of the Convenience Check or Balance Transfer.

F. A Foreign Transaction Fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency. This fee will be a **FINANCE CHARGE** equal to 3.0% of the amount of each foreign transaction.

TRANSACTION MADE IN FOREIGN CURRENCY. If a transaction is made in a foreign currency, the Discover Network will convert the transaction into a U.S. dollar amount in accordance with its operating regulations and conversion procedures in effect at the time the transaction is processed. Currently these regulations and procedures (which are subject to change by the Discover Network) provide that the currency conversion rate Discover Network uses is no greater than the highest (1) interbank conversion rate identified by Discover Network on the processing date; or (2) government mandated rate, in effect on the processing date or the previous business day. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

INITIAL DISCLOSURES FOR THE
SAM'S CLUB BUSINESS CREDIT CARD

FINANCE CHARGES.

A. When your Account has a balance subject to finance charge (as described below), we will assess a Finance Charge calculated by applying a daily (monthly in PR) periodic rate ("periodic rate") to that balance. The periodic rate for your Account is the Regular Rate unless the Penalty Rate applies as described below. Except in PR, the Regular Rate applied in any billing period will be equal to the greater of (i) the Prime Rate plus 18.40%, times 1/365; or (ii) **.06000% (APR 21.90%)**. The "Prime Rate" for a billing period is the highest bank prime loan rate as published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of such billing period. The Regular Rate under the above formula as of March 1, 2013 was **.06000%** and the corresponding **APR was 21.90%**. In PR, the Regular Rate does not vary and is equal to **1.500% (CORRESPONDING APR 18.00%)**.

B. Except in PR, the periodic rate for all Account balances (including any promotional rates) may be increased if you fail to make a Minimum Payment to us when due or you make a payment to us that is not honored by your bank. The Penalty Rate will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed payment or dishonored payment was due. The daily Penalty Rate is calculated as follows: the greater of (i) the Prime Rate plus 26.40%, times 1/365; or (ii) **.08192% (APR 29.90%)**. As of March 1, 2013, this Penalty Rate was **.08192% (APR 29.90%)**. Once the Penalty Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next statement you receive will reflect the Regular Rate (rather than the Penalty Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that statement.

C. A minimum **FINANCE CHARGE** of **\$2.00** will be assessed for any billing period in which a Finance Charge is due. There is no Minimum Finance Charge in PR.

D. Except in PR, if the prime rate increases, the periodic rates and corresponding Annual Percentage Rates may increase, and as a result the Finance Charge, the Minimum Payment and the number of payments may also increase. Any new periodic rate will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

BALANCE SUBJECT TO FINANCE CHARGE. There will be no balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance. In all states except PR, each day during the billing period, we will figure a “Daily Balance” on your Account. The Daily Balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges, adding any new Purchases and other debits assessed that day, and subtracting any payments made and credits issued on that day. Each day we also add any Finance Charges, Late Payment Fees and Returned Check Fees assessed that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. We then multiply the Daily Balance by the applicable periodic rate and add that daily Finance Charge to the balance to determine that day’s closing balance, which will be the beginning balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period.

In PR, we figure the balance subject to Finance Charge using the “Average Daily Balance” calculation method. Each day we take the beginning balance of your Account, and subtract any payments, other credits applied to that balance that day, and any unpaid Finance Charges. We also add any new Purchases and other charges assessed that day. This gives us the Daily Balance. Then we add up all the Daily Balances in the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance. Any Average Daily Balance of less than zero will be treated as zero. Late Payment Fees, Returned Check Fees and insurance premiums, if any, are not included in the Daily Balance.

WHEN FINANCE CHARGES BEGIN TO ACCRUE. If there is no Previous Balance for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge as of the first day of the next billing period if a Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period and the sum of your payments and credits posted to your Account by the Payment Due Date is not at least equal to that Previous Balance, new Purchases and other charges will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

MINIMUM MONTHLY PAYMENT. You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. **You may at any time pay your entire balance in full or more than the Minimum Monthly Payment.** Your Total Minimum Payment will be the sum of: (a) the greater of (i) \$50.00, or (ii) 1/24 of the new balance (“New Balance”) shown on your statement, or (iii) the sum of the Finance Charges, the late fee and 1.0% of your New Balance; plus (b) any past due amounts. The Total Minimum Payment will be rounded up to the next whole dollar. However, the Total Minimum Payment is the New Balance if the New Balance is less than \$50.00.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher amounts of Finance Charges on your Account, depending on the types of transactions you make (such as promotional or nonpromotional purchases), and the timing and amount of your payments. If you have any questions about our allocation of your payments, or if your payments are not allocated to your promotional purchase in a manner you desire, please call customer service to see whether we can reallocate your payments based on another payment allocation option we offer.

FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on your Statement (\$0 in PR). The amount of the Late Payment Fee will be based on your New Balance at the time your delinquent Minimum Payment was calculated. The Late Payment Fee will be:

<u>New Balance</u>	<u>Late Fee</u>
Less than \$25.00	\$0.00
\$25.00 – \$99.99	\$15.99
\$100.00 – \$249.99	\$29.99
\$250.00 or more	\$39.99

B. A Returned Check Fee of \$15.00 on balances under \$100.00 and \$38.00 on balances of \$100.00 and higher (\$0 in PR) if any check or other instrument sent to us, or any electronic payment authorization you provide us, in payment on your Account is not honored upon first presentment even if the check, instrument or electronic authorization is later honored. Your Returned Check Fee will be based on the ending balance of your Account for the billing period immediately preceding the billing period in which your Returned Check Fee is applied to your account.

SECURITY INTEREST. To secure your obligation to us, we retain a security interest under the Uniform Commercial Code in each item of merchandise you purchase (except in NY on any purchase under \$200) until that item is paid in full (in NY, not to exceed five years from the date the purchase is posted to your Account). This security interest permits us, under certain circumstances provided for by law, to take back, or repossess, the merchandise if you do not pay for it under the terms of this Agreement. In NY, no security interest will be retained or acquired under this Agreement in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become party thereof.

**DISCLOSURES FOR BOTH THE
SAM’S CLUB DISCOVER BUSINESS AND
THE SAM’S CLUB BUSINESS CREDIT CARD**

BUSINESS PURPOSES. You agree not to use this Account to purchase goods and/or services for personal, family, or household purposes. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this “Business Purposes” section of this Agreement. You agree that a breach by you of this “Business Purposes” section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit Account.

CHANGE IN TERMS. We may, at any time and for any reason, change, add or delete provisions of the credit card agreement, including increasing rates or fees. These changes may affect existing balances as well as future transactions. We will send you notice of any terms change as required by applicable law.

**GE CAPITAL RETAIL BANK SAM’S CLUB® DISCOVER®
MEMBER REWARDS LOYALTY PROGRAM**

HOW TO EARN CASH BACK REWARDS

These are the terms and conditions for the Sam’s Club Discover Cash Back Rewards Program. Subject to the Terms set forth below, Sam’s Club cardholders are eligible to receive a rebate on purchases made with the Sam’s Club Discover Business Credit Card. Rebates are not available on the Sam’s Club Business Credit Card.

1. DETERMINATION OF CASH REBATE PERCENTAGE. The amount of your Year-to-Date Purchases will be used to determine the percentage of each Purchase eligible for rebate. The greater the amount of Year-to-Date Purchases, the higher the rebate percentage. However, Year-to-Date Purchases over \$250,000 will not be eligible for a rebate. The Purchases on multiple Sam’s Club Discover accounts, including business and consumer accounts, will be aggregated in determining the \$250,000 limit on Purchases eligible for rebates if such accounts are owned by the same person or entity (for example, the accounts have the same name or taxpayer identification number), the accounts have the same guarantor and/or the accounts have an owner and guarantor in common. Sam’s Plus™ Members will earn a higher rebate percentage than

Sam’s Business™ Members and non-Members.

2. REBATE TIERS. The percentage of each Purchase eligible for rebate is as follows:

SAM’S PLUS™ MEMBERS	
Amount of Year-to-Date Purchases (Including the current Purchase)	Percentage of Purchase Eligible for Rebate
Up to \$1,500	0.25%
\$1,500.01 – \$3,000	0.50%
\$3,000.01 – \$5,000	1.00%
\$5,000.01 – \$10,000	1.75%
\$10,000.01 – \$250,000	2.00%

SAM’S CLUB SAM’S BUSINESS™ MEMBERS AND NON-MEMBERS	
Amount of Year-to-Date Purchases (Including the current Purchase)	Percentage of Purchase Eligible for Rebate
Up to \$1,500	0.25%
\$1,500.01 – \$3,000	0.50%
\$3,000.01 – \$250,000	1.00%

If a Purchase causes Year-to-Date Purchases to span multiple rebate tiers, the applicable rebate percentage for each spanned tier will apply to that portion of the Purchase falling within such tier. For example, if a Cardholder who is a Sam’s Business™ Member already has Year-to-Date Purchases totaling \$2,000, makes an additional \$2,000 Purchase, \$1,000 of that additional purchase would be eligible for a 0.50% rebate and the remaining \$1,000 would be eligible for a 1.00% rebate. If two or more consecutive minimum payments on the Cardholder’s account are not paid when due, accrued rebates will be forfeited and the Cardholder will not accrue any rebates until the billing period after all past due amounts are paid.

3. ISSUANCE OF REBATE CHECKS. After each Purchase, a Cardholder will accrue a potential rebate based on the applicable percentage. Rebate checks will be issued each February for the rebate accrued during the previous Card Year. No rebate checks will be issued if the Cardholder’s account is delinquent when rebate checks are issued or for amounts of less than \$5.00. In order to receive the rebate, the rebate check must be first presented at Sam’s Club with proper identification prior to the expiration date shown on the check. Rebate checks will be made out to Sam’s Club and may be cashed only at a Sam’s Club. Cardholders who are not members of Sam’s Club may cash their rebate checks by obtaining a one-day pass at Sam’s Club.

4. LOSS OF REBATES. A Cardholder will forfeit all accrued, unpaid rebates in the following circumstances:

- If two or more consecutive minimum payments on the Cardholder’s account are not paid when due;
- If the Cardholder’s Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued rebates will be applied to the replacement card);
- If the two or more consecutive minimum payments on the Cardholder’s Account have not been paid when due when rebate checks are issued;
- If the accrued rebate is less than \$5.00 when rebate checks are issued; or
- If the Cardholder’s Sam’s Club membership lapses or terminates.

5. OTHER CONDITIONS. Rebate checks expire on the expiration date printed on the front of the checks. These Terms may be changed or discontinued at any time without notice. Changes may include, among other things, modifying the amount of Purchases required to qualify for the various potential rebate tiers, changing the rebate percentages, imposing additional restrictions, or terminating the program. Cardholder acknowledges that the rebate program is a promotional program as to which no consideration has been paid by the Cardholder. Cardholder further acknowledges that no rebate is earned until all conditions precedent, including presentment of the rebate check at a Sam’s Club location prior to the expiration date, occurs.

6. DEFINITIONS. As used herein, the following terms will have the following meanings:

- “Card” means the Sam’s Club Discover Business.
- “Cardholders” means the person to whom the Card was issued.
- “Card Year” means a calendar year.
- “Purchase” means a purchase of merchandise or services for commercial or business purposes using the Sam’s Club

Discover. Use of the Account at any wholesale or grocery merchants, including websites, conducting business using the following names, does not qualify as a Purchase and any transactions at these merchants will not accrue rewards: BJ’s Wholesale Club, Core Mark, Costco, GFS Marketplace, Gordon Food Services, Grocery Supply Company, Jetro Cash & Carry, Restaurant Depot, Sysco, GAMA Wholesale (Greater Austin Merchants Cooperative Association), Harbor Wholesale Grocery Inc., Unified Western Grocers, PITCO Foods, The HT Hackney Co., The C.D. Hartnett Company. Purchase does not include any other type of Card transaction, including cash advances, convenience checks or balance transfers. Purchases made for other than commercial or business purposes are not eligible for a rebate.

“Terms” means these terms for how to earn cash back rewards.

“Year-to-Date Purchases” means the amount at the time each Purchase is posted to the Cardholder’s account, of net Card purchases (total Card purchases minus returns and adjustments) posted to the Cardholder’s account during the Card Year. At the beginning of each Card Year, the amount of Year-to-Date Purchases will be reset to zero.

Sam's Club® Business Revolving Credit Application

Please complete entire application in blue or black ink. Missing or inaccurate information may delay or adversely affect credit decision.

By applying you agree that, if approved, GE Capital Retail Bank may provide you with a Sam's Club® Discover®† Business or a Sam's Club Business Credit card.

☐ Do not consider me for the Sam's Club Discover Business. Consider me only for the Sam's Club Business Credit card.

Sam's Club Business Membership Number (Required)



Please tell us about your business.

Company Full Legal Name*			Taxpayer ID# (Required)		Company Contact	
Business Address (Street Name and Number Only)			Suite/Building/Floor#	City	State	ZIP
Billing Address (If Different)			Suite/Building/Floor#	City	State	ZIP
Business Phone #††	Ext.	Fax #	Resale/Tax License #		Issuing State	Expiration Date
Email Address (Optional)**						
Billing Representative						
Business Established Year			Monthly Estimated Spend			
Number of Employees	Type of Business		Dun & Bradstreet #		Purchase Orders Required?	
	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Limited to 21 Characters. **If I provide my email address, I consent to receive emails from you and Sam's Club.

†Discover® and the Discover acceptance mark are service marks used by GE Capital Retail Bank under license from Discover Financial Services.

††I authorize you to contact me at each phone number I have provided.



Authorized representative's signature:

NOTICE TO BUYER: (1) DO NOT SIGN THIS APPLICATION BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE GOVERNING CREDIT AGREEMENT. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE UNDER THE AGREEMENT. By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this account, if approved, **WILL BE FOR PURPOSES OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE**, and that you are an authorized representative of the business with authority to enter into contractual agreements. You understand, that if approved for a Sam's Club Discover Business, we may assign interest rates depending on your business' creditworthiness as determined by us. On behalf of the business, you certify that all information provided in this application is complete and accurate, you agree to be bound by the terms of the governing credit agreement and you authorize us to obtain information about you personally (whether or not you have personally guaranteed the account) and your business from credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting the account. You also understand that credit on this account, once approved, will be extended by GE Capital Retail Bank ("GECRB"), and that there is no binding contract between us until GECRB approves and accepts this application. You have read and agree to the Key Terms and other disclosures attached.

I consent to GECRB and any other owner or servicer of the account contacting me about the account, including using any contact information or cell phone numbers I provide, and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.

PLEASE SEE THE ATTACHED KEY CREDIT TERMS FOR RATES, FEES AND OTHER COST INFORMATION.

I agree that my Sam's Club membership fees will be charged annually to my credit account on or before the renewal date.

Federal law requires us to obtain, verify, and record information that identifies you when you open an account. We will use your name, address, taxpayer ID #, and other information for this purpose.

SIGN HERE

✓ Authorized Representative's Signature _____ Name (Printed) _____

Social Security # _____ - _____ - _____ Phone # _____ Date of Birth (MM/DD/YYYY) _____ / _____ / _____

This credit card program is offered by GE Capital Retail Bank in cooperation with Sam's Club.

PLEASE RETURN TO THE NEAREST SAM'S CLUB. DO NOT MAIL.



Personal Guarantor Information (Not required if preapproved)

Should you give us your personal guaranty? Yes, if your company...

✓ Has less than \$5 million in annual sales or revenues, or ✓ Is less than 2 years old, or ✓ Has fewer than 10 employees, or ✓ Is a partnership or proprietorship.

Giving us your personal guaranty will speed the process of approving your application especially if you have a small or young company.

If we can't grant you credit on the basis of your company's information, you may be able to receive credit if you agree to be personally responsible for paying for your company's account.

Last Name	First Name	Initial	Title	
Mailing Address (Include Street Name and Number if P.O. Box is Used)		City	State	ZIP Country
Home Phone #	Business Phone # **	Date of Birth		
Social Security #	Annual Net Income From All Sources* \$			

THE PERSONAL GUARANTOR MAY BE LIABLE FOR ANY UNPAID AMOUNTS AND MUST BE ONE OF THE FOLLOWING (✓ One):

☐ President/Chairman ☐ VP ☐ Owner/Sole Proprietor ☐ General Partner Email Address (Optional)** _____

* Alimony, child support or separate maintenance income need not be disclosed unless relied upon for credit.

** If I provide my email address, I consent to receive emails from you and Sam's Club.

** I authorize you to contact me at each phone number I have provided.

Personal Guaranty: In consideration of GE Capital Retail Bank ("GECRB") financing purchases by buyer, the undersigned guarantor ("Guarantor") hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts now or hereafter due under, and the performance under the terms of the credit agreement, as amended, restated or replaced from time to time ("Agreement") for the Sam's Club® Discover® Business or Sam's Club® Business credit card credit agreement, depending on which type of account the buyer is approved for, and further agrees to pay the total balance now or hereafter due on the account opened pursuant to the Agreement upon demand, without requiring GECRB to proceed first to enforce payment against the buyer or any other person also liable on this account, in the event of any default under the Agreement that governs the account. The Guarantor hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall remain in effect until the Agreement has terminated and all amounts due thereunder shall have been paid in full. The Guarantor agrees that the guaranty shall remain in effect even if GECRB changes the terms of the Agreement in any way and the obligations guaranteed hereunder will include such amendments, including increasing rates, fees and/or credit limits, adding locations where the account may be used or issuing a replacement credit card for the account. The Guarantor agrees that GECRB may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The Guarantor agrees that personal credit history of the undersigned Guarantor may be used in making credit decisions and consumer reports on the Guarantor may be obtained from time to time. Direct inquiries of employers and businesses where the Guarantor maintains accounts may also be made.

I consent to GECRB and any other owner or servicer of the account contacting me about the account, including using any contact information or cell phone numbers I provide, and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.

Personal Guarantor's Signature

Date



Credit Authorized Buyers** (Must be add-on cardholders on the business membership)

Authorized Representative Name***	Membership #
Authorized Buyer #2 Name***	Membership #
Authorized Buyer #3 Name***	Membership #

For Other Than Personal, Family or Household Use. * (Should be person that signed above)

FOR CLUB
USE ONLY

Select Type of State Issued Photo ID ☐ Driver's License ☐ State ID State: ____ (2 character state abbreviation)
ID # _____ Expiration/Issue Date _____
Verify Member's Major Credit Card Type ☐ MasterCard ☐ Visa ☐ American Express ☐ Discover ☐ Credit Card/Loan
Record the first six digits of the account number _____
Credit Line _____ Date _____ Card Issued _____



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PLEASE RETURN TO THE NEAREST SAM'S CLUB. DO NOT MAIL.