



Terms of Permitted Use

Subject to the provisions in the Walmart Inc. Notice of Solicitation and Distribution of Literature Rules, Walmart licenses you and your representatives the right to designated area use.

Use of Premises. Use of the designated area does not include the rights to any additional services or use of areas excluded to the public.

While on premises, you and your representatives agree to the responsible and proper use and care of the premises and any of Walmart's property thereon. You and your representatives also agree to clean up and restore the premises after using the premises as permitted and to restore the premises to the same condition in which it was provided.

While on premises, the following rules must be observed:

Designated Area – You may solicit and/or distribute literature only in the area we designate. We reserve the right to change the designated area if a change is necessary of the commercial operation of the facility. You may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.

Information Consent – You may not communicate verbally or in writing any message on Company property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.

Limitation of Days – When approved, you may use or designated area to solicit or distribute literature up to eight consecutive hours on three consecutive days, but no more than a total of 14 days per calendar year.

Limitation of Participants – No more than 15 members/representatives of your group/organization may participate in your event.

Follow Starting and Ending Times – Do not permit individuals in your organization to linger in your designated area beyond the mutually agreed time for your distribution/solicitation transaction.

Restriction of Prepared Foods – You are prohibited from distributing or providing any food that is not prepackaged during any time that the store location is subject to a government-issued declaration of emergency related to public health or Walmart determines such a restriction is necessary to protect customers and associates.

Assumption of Risk. Charity understands that the activities that take place on the premises may not be supervised, and that Walmart does not provide medical services. You further acknowledge and assume the risks that adverse weather conditions may be present and Charity and its representatives shall prepare accordingly. CHARITY AND ITS REPRESENTATIVES VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO THE USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

Limitation of Liability. Neither Walmart nor any of its affiliates or assets shall have any liability for claims arising out of or related to your use of the designated area. You hereby waive all damages, costs, expenses, claims, causes of action or other legal or equitable redress against Walmart. To the maximum extent permitted by law, you hereby indemnify Walmart, its officers, directors, employees, agents, representatives and its affiliates or assets for any and all third-party claims, causes of action, demands, rights, liabilities, or damages whatsoever, including attorney's fees, arising out of or connected with your soliciting and distributing in the areas we designate.

Indemnity. Charity agrees to indemnify and hold Walmart, its subsidiaries, affiliates, and licensors and their respective officers, agents, partners, directors, shareholders, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any other person due to, or arising out of your use of the designated area(s), or any other breach of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between you and Walmart regarding the use of the designated area(s). This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of Walmart to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Walmart's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under the substantive law of the state of Arkansas (exclusive of its choice of law provisions). Any action or

proceeding arising out of or related to this Agreement or your use of this Site must be brought in the state or federal courts of Arkansas.

Non-Waiver

The failure of Walmart to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

Assignment

You may not assign your rights under this Agreement to any third party; Walmart may assign its rights under this Agreement without condition.

Severability

This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

No Third-Party Beneficiaries; No Relationship; No Assignment

Nothing in charity's permitted use of the designated area(s) will be construed as giving any person, other than charity and its representatives, any right, remedy or claim in respect of the approved use of the designated area. Charity may not assign or otherwise transfer your approved use of the designated area.