

Welcome to the Wal-Mart Canada supplier login website (the « Supplier Site »). The Supplier Site, as well as the Website (as defined below) is owned, maintained and operated by Wal-Mart Canada Corp. (« Wal-Mart »). Wal-Mart provides this Supplier Site and the Website as a service to certain of Wal-Mart's suppliers.

The Supplier Site may be accessed by individual users who have been provided with a password or other means of access (each, an « Authorized User »). An Authorized User may access the Supplier Site either on their own behalf or on behalf of a company, partnership or other entity that the Authorized User represents (a « Supplier »). Accessing the Supplier Site constitutes unconditional agreement by the Authorized User and/or the Supplier (collectively, « you » or « your ») to follow and be bound by this Agreement. Please review the following terms and conditions (the « Agreement ») that govern your use of the Supplier Site. Please note that although you may be able to « bookmark » a particular portion of this Supplier Site and thereby bypass this Agreement, your use of this Supplier Site still binds you to the terms of the Agreement.

Wal-Mart reserves the right to update or modify the Agreement at any time and from time to time without prior notice. Your use of the Supplier Site following any such change constitutes your unconditional agreement to follow and be bound by the Agreement as updated or modified. For this reason, Wal-Mart encourages you to review the Agreement whenever you use this Supplier Site.

This « Terms of Use » webpage of the Supplier Site provides the terms and conditions that all suppliers must agree to in order to have their Advertising Materials (as defined below) displayed on the walmart.ca website (the « Website »).

For greater certainty and without limiting the generality of this Agreement, this Agreement also incorporates by reference the terms and conditions included on the Website.

1. CERTAIN Definitions

« Advertising Material » means any advertising image or text in JPEG or PNG format used to display an online advertisement including, where appropriate, product description and images, one or more Hyperlinks to your website (or websites), video clips or any other form of online advertisement.

« Click through » means a Hit on the Website originating from an Internet user choosing a Hyperlink provided in the Advertising Material.

« Hit » means a visit to the Website by an Internet user.

« Hyperlink » means a link on a web page that an Internet user can click on in order to get to another web page.

« Impression » means a display of Advertising Material to a single Internet user.

« Services » means the display of Advertising Material on the Website pursuant to the terms and conditions of this Agreement.

« Term » means the period of time during which you are permitted by Wal-Mart, in its absolute discretion, to use the Supplier Site to post your Advertising Material on the Website.

« Traffic » means the number of Hits received by the Website.

« Usage Statistics » means information regarding the number of Hits on the Website, including the time of each Hit, and which web page on the Website was accessed.

« Use » means, as the context permits, to reproduce, communicate, adapt, display or otherwise use to the extent necessary to enable the reasonable exercise of the rights granted in this Agreement.

2. CONSENT TO USE OF ELECTRONIC DOCUMENTS

You consent to the exchange of information and documents between us over the Internet or by e-mail, and that this Agreement in electronic form shall be the equivalent of an original written paper agreement between us. You further agree that all agreements, notices, disclosures and other communications that Wal-Mart provides to you electronically satisfy any legal requirement that such communications be in writing. By using the Website, each Authorized User represents and warrants that he or she has the authority to bind the company, partnership or entity that he or she represents to this Agreement.

3. Documents and User Responsibilities

Every time an Authorized User wishes to access the Supplier Site, you are required to submit your username and password. Usernames and password are confidential. You are responsible for maintaining the confidentiality and security of your username and password, and any and all related transmissions or communications using your username and password, whether or not authorized by you. You must not share your username or password with anyone else or permit anyone other than Authorized Users to access the Supplier Site using your username and password. You are responsible for promptly advising Wal-Mart of any need to change or deactivate your username or password.

4. Terms of Advertising Material Placement and Display

1. Subject to the terms and conditions hereof, Wal-Mart agrees to provide the Services to you during the Term.

2. You hereby grant Wal-Mart a non-exclusive, irrevocable, royalty free, worldwide license to Use and display the Advertising Material during the Term for the purpose of the provision of the Services hereunder.

3. Unless otherwise agreed to in writing, the choice of the web page on the Website, and the placement and location of the Advertising Material within that web page or online content shall be at Wal-Mart's sole discretion.

4. You understand that due to the nature of online advertising, and despite our reasonable efforts, the image quality of the Advertising Material delivered over the Term may vary by Internet user.

5. The Advertising Material shall be prepared by you in English and French and provided to Wal-Mart or the service provider hired by Wal-Mart for online advertising services in the prescribed formats at least seven (7) days prior to display on the Website. Wal-Mart shall have the right to refuse any Advertising Material submitted in an incompatible or unsuitable format. Wal-Mart shall not be responsible, inter alia, for the accuracy and correctness of the information (including the Advertising Materials) supplied by you and displayed on the Website. For greater certainty, you shall be responsible for providing a translation of the Advertising Materials that was completed by a registered member of an accredited translation agency (including, but not necessarily limited to, the Association of Translators and Interpreters of Ontario or the Ordre de Traducteurs, Terminologues, et Interprètes Agréés du Québec). Wal-Mart reserves the right to refuse any Advertising Material if Wal-Mart deems, in its sole and absolute discretion, that the translation is of a poor or inadequate quality. Such « refused » Advertising Material will not be posted on the Website. Wal-Mart will not correct the Advertising Material or advise of specific issues. Rather, Wal-Mart will only inform you that your translation does not meet the applicable standards.

6. Wal-Mart reserves the right at any time to edit or alter the presentation of the Advertising Material. Notwithstanding the preceding, Wal-Mart shall deploy reasonable efforts to seek your prior consent prior to bringing any modification to the Advertising Material.

5. Termination

This Agreement shall exist between you and Wal-Mart for the Term. Notwithstanding anything to the contrary contained in this Agreement, Wal-Mart reserves the right to terminate this Agreement, deny you access to the Supplier Site and remove your Advertising Material from the Website immediately and without any prior notice to you should you fail to perform your obligations hereunder or violate any provision of this Agreement or if, in Wal-Mart's sole discretion, you fail to comply with any term or provision of this Agreement or, in Wal-Mart's reasonable opinion, your conduct has brought or would bring Wal-Mart or any of our customers or suppliers into disrepute if Wal-Mart continued to provide the Services to you.

6. Right to Reject Advertising Material

1. Wal-Mart shall have the right, in its sole and absolute discretion, to refuse to display any Advertising Material submitted by you at any time.

2. Further, Wal-Mart shall have the right to reject any Advertising Material where the Advertising Material, or a website which the Advertising Material provides a Hyperlink to, contains:

(i) material that violates any law, regulation or third party right;

(ii) material that infringes any copyright, trademark, trade secret, patent or other proprietary rights of Wal-Mart or a third party;

- (iii) material that is libellous or slanderous;
- (iv) material that is pornographic or obscene;
- (v) material that promotes illegal or racist activity; or
- (vi) products or services for the delivery of unsolicited electronic mail.

7. Usage Statistics

1. Wal-Mart does not guarantee in any way the number of Impressions or Click throughs of the Advertising Material or the effectiveness of the Advertising Material in increasing your revenue or profits. Wal-Mart cannot control the Traffic through the Website, that the Website will be available error-free and operations nor can Wal-Mart guarantee that visitors to the Website will view and Click through the Advertising Material. You understand these foregoing limitations of advertising on the Internet, and assume full responsibility for these uncertainties.

2. Wal-Mart may from time to time and at its sole discretion publish Usage Statistics with respect to the Website. Wal-Mart makes no guarantee that actual Usage Statistics will be equal to any published numbers at any given time, and Wal-Mart shall not be held liable for any claims by you in relation to said published Usage Statistics.

8. Representations and Warranties

1. You represent and warrant:

- (i) that you own or have under license all rights, title and interest in the Advertising Material and all parts thereof;
- (ii) that you have the rights to publish the contents of the Advertising Material and to permit its Use and display pursuant to the terms of this Agreement;
- (iii) that you have not and will not infringe upon any third party's intellectual property rights in your development or creation of the Advertising Material;
- (iv) that the Advertising Material is and shall continue to be free of any disabling codes or instructions and any virus, Trojan horse, anomaly or other contaminant, that may, or may be used to, access, modify, delete, interfere with the use of, damage or disable Wal-Mart's computer systems or those of any third party or that may result in damage thereto; and
- (v) that the Use, reproduction, display or transmission of the Advertising Material by Wal-Mart will not violate any criminal laws or rights of any third parties, including, but not limited to, infringement of any copyright, trademark, trade secret, moral, patent or other proprietary right, false or misleading advertising, unfair competition, libel or defamation, or invasion of privacy rights.

9. COPYRIGHTS and TRADEMARKS

1. Unless otherwise noted, all materials, including images, text, illustrations, designs, icons, photographs, programs, video clips and written and other materials that are part of this Supplier Site and the Website (collectively, the « Contents ») are subject to intellectual property rights, including without in any way limiting the generality of the foregoing, copyrights and trademarks, held by or licensed to Wal-Mart, Wal-Mart Stores, Inc., or one of their respective affiliates, and are protected by Canadian, U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this Supplier Site and the Website are the exclusive property of Wal-Mart and is also protected by Canadian, U.S. and international copyright laws.

2. Wal-Mart and its suppliers, licensors and service providers expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on this Supplier Site and the Website. Access to this Supplier Site does not confer and shall not be considered as conferring upon anyone any license under any of Wal-Mart's, Wal-Mart Stores, Inc.'s or any third party's intellectual property rights.

3. The « Wal-Mart » names and logos and all related product and service names, design marks and slogans including, for greater certainty, walmart.ca, are the trademarks or service marks of Wal-Mart Stores, Inc. and are used in Canada under exclusive license by Wal-Mart. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Supplier Site or the Website. Access to this Supplier Site does not authorize anyone to use any name, logo or mark in any manner.

4. References on this Supplier Site or the Website to any names, marks, products or services of third parties or Hyperlinks to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply an endorsement, sponsorship or recommendation by Wal-Mart of the third party or any such information, product or service. Wal-Mart is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to Hyperlink to any such third party websites, you do so entirely at your own risk.

10. COLOURS

Wal-Mart has made every effort to display as accurately as possible the colours of its products and the Advertising Materials that appear on the Website. However, as the actual colours Internet users will see depends on their monitors and configurations, Wal-Mart cannot guarantee that the display of any colour will be accurate.

11. USE OF THIS SITE

The Supplier Site and the Website and all the Contents are intended solely for personal, non-commercial use. Wal-Mart hereby grants you a limited licence to download or copy the Contents and other downloadable materials displayed on the Supplier Site and the Website for your personal use only, provided that you maintain all copyright and other notices contained on the Supplier Site and the Website or in the Contents. No right, title or interest in any downloaded materials or software is

transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), Use, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Supplier Site, the Website or any related software in any manner not explicitly permitted by this Agreement. All software used on this Supplier Site or the Website is the property of Wal-Mart or its suppliers or licensors and is protected by Canadian, U.S. and international copyright laws. The content and software on this Supplier Site and the Website may be used only for the purposes expressed in this Agreement. Any other use, including the reproduction, Use, modification, distribution, transmission, republication, display, or performance, of the content on this Supplier Site or the Website is strictly prohibited.

12.SITE SECURITY

1.You are prohibited from violating or attempting to violate the security of the Supplier Site and the Website, including, without limitation: (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Supplier Site or the Website, overloading, « flooding », « spamming », « mailbombing » or « crashing »; (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

2.You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Supplier Site or the Website or any activity being conducted on this Supplier Site or the Website. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Supplier Site or the Website other than the search engine and search agents available from on this Supplier Site or the Website and other generally available third party web browsers (e.g., Netscape Navigator and Microsoft Explorer).

3.Violations of system or network security may result in civil or criminal liability. Wal-Mart will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

13.GENERAL

This Agreement represents the complete agreement between you and Wal-Mart in relation to the Supplier Site and supersedes any and all prior agreements and representations relating to the subject matter of this Agreement. 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 Wal-Mart to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Wal-Mart's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of

Canada applicable therein. Any action or proceeding arising out of or related to this Agreement or your use of this Supplier Site must be exclusively brought in the courts of the Province of Ontario located in Toronto, Ontario.

14. USER COMMENTS, FEEDBACK, POSTCARDS AND OTHER SUBMISSIONS

1. All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to Wal-Mart on or by this Supplier Site or otherwise disclosed, submitted or offered in connection with your use of this Supplier Site or the Website (collectively, the « Comments ») shall be and remain the exclusive property of Wal-Mart.

2. Disclosure, submission or offer of any Comments to Wal-Mart shall constitute an assignment to Wal-Mart of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Wal-Mart will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Wal-Mart is and shall be under no obligation: (a) to maintain any Comments in confidence; (b) to pay to user any compensation for any Comments; or (c) to respond to any user Comments.

3. You agree that no Comments submitted by you to the Supplier Site will violate any right of Wal-Mart or any third party, including copyright, trademark, privacy, moral or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Supplier Site or the Website will be or contain libellous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any Comments you make.

4. Wal-Mart welcomes your Comments regarding the Supplier Site and the Website. However, Wal-Mart asks that you not send us any Comments that you do not wish to assign to Wal-Mart, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Wal-Mart, any parent, subsidiary, affiliate or predecessor of Wal-Mart and the shareholders, officers, directors, employees, agents, successors and assigns of all such entities, from and against any and all loss, actions, claims, damages, costs and expenses, including legal fees and disbursements on a full indemnity basis, arising from or related to your use of the Supplier Site, the Website or from product defects, unavailability or inaccuracies in your Advertising Materials. This provision shall survive the termination of this Agreement and shall remain in full force and effect.

16. PRIVACY

1. Please refer to Wal-Mart's Privacy Policy which is reproduced on the Website under the tab « Privacy Policy ».

2. Wal-Mart may from time to time collect the following information from persons who access this Supplier Site: e-mail address; IP address; time and date of server access; URL requested, HTTP status code, bytes transferred, referrer page, user agent, pages accessed on this Supplier Site, number of times the Supplier Site is accessed by a user. This information is used solely by Wal-Mart or its affiliates or service providers in order to allow Wal-Mart to better understand the nature and quality of the services provided by this Supplier Site, how to improve upon the services and to maintain the security of this Supplier Site and Wal-Mart's property. Specifically, the following statistical derivations are made and analyzed by Wal-Mart using this information: (a) Supplier Site Resources Accessed - most requested pages, least requested pages, top entry pages, top exit pages, single access pages, most accessed directories, top paths through the Supplier Site, most downloaded files, most downloaded file types, most popular dynamic pages and forms executed by server; (b) Visitors – visitors by number of visits, top visitors, most active countries from which people visit the Supplier Site, North American locations from which people visit the Supplier Site, most active cities from which people visit the Supplier Site, most active organizations from which people visit the Supplier Site (e.g. .net, .org, .com), organizational breakdown by percent and visitor sessions; (c) Supplier Site Activity – by time increment, by day of the week, by hour of the day; and (d) Referrers – top referring sites, top referring URL's, top search engines, top search phrases, top search keywords; Browsers & Platforms – most used browsers, most used platforms, versions of Microsoft Explorer browsers used to access the Supplier Site.

3. Notwithstanding the above paragraph or the terms of the Wal-Mart Privacy Policy, personal information may be provided to law enforcement authorities in the event that Wal-Mart determines, in its sole, absolute and unfettered discretion, that: (a) a user of this Supplier Site has attempted or may be attempting to access this Supplier Site illegally and/or in contravention of the section of this Agreement entitled « Site Security »; and/or (b) if any illegal activity may in any way be associated with a person who has accessed this Supplier Site. By accessing this Supplier Site the user of this Supplier Site irrevocably consents to the use of his, her or its personal information in the manner set forth above, which consent shall survive the termination of this Agreement.

17. DISCLAIMER

1. THIS SUPPLIER SITE IS PROVIDED BY WAL-MART ON AN « AS IS » AND « AS AVAILABLE » BASIS. WAL-MART MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SUPPLIER SITE OR THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SUPPLIER SITE. OR THE WEBSITE TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WAL-MART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WAL-MART DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCT DISPLAYED ON THE WEBSITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SUPPLIER SITE, THAT YOUR USE OF THE SUPPLIER SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

2. FOR GREATER CERTAINTY AND WITHOUT LIMITING THE GENERALITY OF THE FORGOING, WAL-MART PERMITS YOU TO USE THIS SUPPLIER SITE AND THE WEBSITE BUT, TO THE FULLEST EXTENT PERMISSIBLE

BY APPLICABLE LAW, WAL-MART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS OPERATION. ALTHOUGH YOU GRANT CERTAIN RIGHTS TO WAL-MART PURSUANT TO THIS AGREEMENT, IT IS UNDERSTOOD, ACKNOWLEDGED AND AGREED TO BY YOU THAT, WHILE WAL-MART IS ALLOWING YOU TO USE ITS NAME FOR THE SUPPLIER SITE AND THE WEBSITE, WAL-MART DISCLAIMS ANY AND ALL LIABILITIES AND WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCT DISPLAYED ON THE WEBSITE OR ANY SERVICE OR ARRANGEMENT MADE OR IMPLIED BETWEEN YOU AND WAL-MART. YOU ACKNOWLEDGE, BY YOUR USE OF THE SUPPLIER SITE AND THE WEBSITE THAT YOUR USE OF THE SUPPLIER SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

18. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL WAL-MART OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SUPPLIER SITE OR THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF WAL-MART HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, AND WITHOUT LIMITATION OF THE FOREGOING, WAL-MART'S ENTIRE AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE WEBSITE OR THE SUPPLIER SITE SHALL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS MADE BY YOU TO WAL-MART PURSUANT TO SECTION 5 ABOVE WITHIN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM.

19. Language

The parties hereto acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent avoir requis que la présente entente et les documents qui y sont relatifs soient rédigés en anglais.