Walmart & Sam's Club



INDEPENDENT OPTOMETRIST LANDLORD/TENANT HANDBOOK

Effective April 1, 2009 Revised September 1, 2021

For ease of reference this handbook is called a "landlord/tenant" handbook. However, as the License Agreement makes clear, you are a licensee and not a tenant and Walmart is a licensor of the space, and not a landlord. Your agreement with Walmart is a license agreement and not a lease, and nothing in this handbook creates a landlord/tenant relationship.

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INTRODUCTION

Welcome to your independent practice affiliated with Walmart/Sam's Club.

This Independent Optometrist Landlord/Tenant Handbook provides information regarding the rules and regulations of operating your independent practice at Walmart/Sam's Club.

Thank you for licensing space, and in some instances, equipment and personnel, from us.

* This handbook is applicable to Independent Optometrists licensing from both Walmart and Sam's Club. The handbook itself refers to the official titles of the Walmart management team. However, all references are also applicable to the Sam's Club management team. A conversion chart listing the equivalent title of the Sam's Club management team members is listed below.

| Walmart | Sam's Club |
|---|-------------------------------------|
| Divisional VP, Health & Wellness Operations | Senior Director, Optical Operations |
| Regional Health & Wellness Director | Senior Optical Regional Manager |
| Market Health & Wellness Director | Optical Market Manager |

1.1 LEGAL NOTIFICATION / REQUIREMENTS

The information contained in this handbook shall be considered confidential information and shall not be copied nor either directly or indirectly disclosed to others or used in any way by the Independent Optometrist, its Sub-lessee, its employees, or those for whom it is responsible at law, except with the prior written permission of Walmart Health & Wellness which may be withheld at Walmart's sole and absolute discretion. Without limiting the preceding sentence, the information contained in this handbook may be disclosed by the Independent Optometrist to any sub-lessee, employee, agent, or contractor that is required to comply with the provisions of this handbook, but only to the extent such individual needs such information in order to comply with this handbook.

Nothing in this handbook supersedes amends, alters, or otherwise changes any of the terms and provisions of the License Agreement ("Agreement"). In the event of a conflict between the terms and provisions of this handbook and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern. For the purposes of the provisions falling under this section entitled "Legal Notification/Requirements", the term "Agreement" shall mean the agreement(s) and/or contract(s) and/or License Agreement(s) in place from time to time between the applicable Independent Optometrist/Sub-lessee and Walmart Stores, Inc., or its affiliates or subsidiaries governing the operation of the Independent Optometrist's business within certain or adjacent to of Walmart Stores.

1.2 Welcome to Walmart/Sam's Club

1.2.1 Independent Optometrist Orientation

Independent Optometrist should familiarize themselves with Walmart/Sam's Club policies, this handbook, and all obligations under the license. Independent Optometrists should also have their employees, agents, sub-lessees, and representatives familiarize themselves with Wal-Mart/Sam's Club policies, this handbook, and the Independent Optometrist's obligations under the Agreement. Independent Optometrists are specifically required to comply with Walmart/Sam's Club policies impacting the health and safety of associates and customers.

1.2.2 Communications

Walmart/Sam's partners with Independent Optometrists to provide high quality vision care. Keep the Store/Club Manager and Market Health & Wellness Director (MHWD) informed of how the optometry marketplace is performing and how, consistent with applicable regulations, we may be able to help. Keeping the lines of communication open between the Independent Optometrist and the store management team is fundamental to building a good landlord-tenant relationship, especially in the healthcare marketplace. Specifically, get acquainted with the Vision Center/Optical Manager in the Store/Club. The MHWD is the member of management who acts as a liaison with you as the tenant. This liaison will be your primary contact for all issues related to your occupancy of the Licensed Premises. Any issues related to the Licensed Premises should be resolved with this liaison.

1.2.3 Open Door Policy

Our Open Door policy allows everybody the chance to be heard. Essentially this means that an Independent Optometrist in Walmart/Sam's Club can approach any member of management in the company to discuss any subject. If you have an issue, or problem that can not be resolved at Store level, you can go to the MHWD or the Director of Clinical Relations to talk about it, without fear of retaliation under your Agreement.

Who should I talk to when I use the Open Door?

- The first step should be the MHWD
- If you do not get resolution from the MHWD, then call the Director of Clinical Relations or Regional Director of Health and Wellness Operations for your region.

Remember, the Open Door policy doesn't mean you will always receive the answer you want, and in many instances, Walmart will not be in a position to make a decision on the issue at hand for practice management and regulatory reasons. Regardless, by using the Open Door policy, you will learn the reasons behind a decision which will keep you better informed even if you don't agree with the decision.

1.3 GENERAL GUIDELINES

1.3.1 Independent Optometrist's Hours of Operation

Where permitted by law in certain states, Independent Optometrist's hours of operation are specified within the Agreement between the Independent Optometrist and Walmart. Regardless, the Independent Optometrist should adhere to the following consumer and patient standards:

- Independent Optometrists should clearly post their hours of operation in a prominent location for public viewing and it is assumed that their office at the Licensed Premises will be open during those times.
- Independent Optometrists, in accordance with the Agreement, will have access to the building during the store's normal hours of operation and for emergency access.

1.3.2 Patient/Customer Complaints

Consistent with good patient care and customer service, Independent Optometrists should address and attempt to resolve any complaints they receive from a Walmart/Sam's Club or Independent Optometrist patient/customer in a timely manner. Depending on state laws in certain states, the Independent Optometrists are required to timely notify Walmart/Sam's Club management of any complaint that the Independent Optometrist receives from a Walmart/Sam's Club patient/customer concerning the conduct or behavior of Wal-Mart/Sam's Club Associates. Likewise, any complaints from a patient/customer of the Independent Optometrist that Walmart/Sam's Club receives related to the Independent Optometrist or any sub-lessee, agent, or representative of the Independent Optometrist will be forwarded to the Independent Optometrist for resolution, where allowed by state law.

1.3.3 Discounts

Walmart/Sam's Club associates may require the professional services of Independent Optometrists. Walmart and Sam's have strict ethics guidelines with its business partners, but if an Independent Optometrist, in his or her own discretion, chooses to offer a discount to Associates, Independent Optometrist may do so, but only if he or she offers the discount on an equal basis to all Associates and the discount is not conditioned on any reciprocal action by the Associate, including the referral of customers to the Independent Optometrist.

1.3.4 Storage

Independent Optometrist's storage space is limited to space within the Licensed Premises. Independent Optometrists' patient records are not allowed to be stored with patient records of the Walmart/Sam's club vision center.

1.3.5 Compliance with Laws

As occupants of the Walmart/Sam's Club property, each of the Independent Optometrist's employees are subject to all laws, rules, and regulations applicable generally to all other occupants of such property, as such laws, rules, and regulations may be amended from time to time. Walmart/Sam's Club will report any illegal activity witnessed or suspected to the appropriate law enforcement authorities, pursuant to Walmart's Asset Protection Guidelines

1.3.5 Background Checks of Independent Optometrist's Employees

Independent Optometrists may hire employees or agents to work at the optometry practice at the Licensed Premises, but shall be responsible for screening the background and qualifications of all such employees and contractors prior to engaging their services. Optometrists should comply in all respects with all immigration laws and regulations and properly maintain all records required by the United States Citizenship and Immigration Services including, the Form I-9 for employees of Independent Optometrists. Independent Optometrists should inquire diligently into and screen the qualifications of each employee, agent, or representative working within the Licensed Premises, and no one that Independent Optometrists determines from the background check may pose a reasonable risk to the safety or property of Walmart/Sam's Club or its employees, customers, or business invitees is permitted on the Licensed Premises. Independent Optometrists should (1) conduct a criminal background check in accordance with federal and state law, (2) properly check references, verify current state licensure for any licensed professionals, (3) screen all prospective employees and agents against publicly available lists of excluded or debarred individuals (e.g., http://exclusions.oig.hhs.gov) to verify that all employees, agents or representatives who may provide services to Medicare, Medicaid, or other federal health care program patients at the Licensed Premises are not excluded or debarred, and (4) use such other methods to determine qualifications that a reasonable and prudent employer might utilize under the circumstances. If the pre-hire background checks, periodic exclusion screenings, or licensure verifications determine that an Independent Optometrist's new or existing employee or agent who works at the Licensed Premises is not suitable for employment or contracting. Independent Optometrist will take reasonable steps to remove that employee or agent from working at the Licensed Premises.

1.4 RULES AND REGULATIONS

Independent Optometrists, and their sub-lessees, employees, and agents, must observe all applicable rules and regulations Walmart/Sam's Club establishes in this Handbook.

1.4.1 Appearance/Work Attire

Independent Optometrists, their sub-lessees, and the employees of each are required under the Agreement to conduct themselves, while in the licensed space, in a professional and courteous manner and to be appropriately attired.

1.4.2 Alcohol Beverages/Illegal Drugs

Walmart/Sam's Club has made a commitment to provide a drug and alcohol-free workplace. The use, possession, sale, transfer, acceptance, or purchase of illegal drugs at any time is strictly prohibited. The use, possession of open containers, personal sale, transfer, or acceptance of alcohol on Walmart/Sam's Club property is strictly prohibited. Walmart/Sam's Club has the right to remove from, or deny access to, our Stores anyone on our property that is under the influence of alcohol or is consuming alcohol on our property. Walmart/Sam's Club may report illegal activity to the appropriate law enforcement authorities.

1.4.3 Possession of Walmart or Sam's Club Merchandise

Walmart/Sam's Club Merchandise may not be removed from the Store or brought into the Licensed Premises without first being purchased from Walmart/Sam's. Anyone removing or involved in the removal of merchandise, either from the Store/Club or into the Licensed Premises without first paying for it may be removed from the Store/Club or Walmart/Sam's Club property,

treated as a shoplifter, or both. All merchandise purchased from Walmart/Sam's Club by either Independent Optometrist or its sub-lessee or any agent, employee, or representative of either Independent Optometrist or sub-lessee, should be removed immediately from the

Store/Club unless the merchandise is going to be used by Independent Optometrist or its sublessees in the operation of its business in the Licensed Premises or unless the merchandise will be immediately consumed in the Licensed Premises. Regardless of its use, any merchandise brought back to the Licensed Premises must always be kept with its receipt, and the receipt should be retained until the purchaser has left the Store/Club.

1.4.4 Smoking

Independent Optometrists and their employees shall abide by Walmart/Sam's Club's smoking rules and limitations (which may be amended periodically), and which are as follows:

- Walmart/Sam's Club is a smoke-free environment.
- Smoking and use of smokeless tobacco are permitted in designated areas only.
- Smoking is prohibited within 50 feet of all entrances and exits and on all sidewalks in the immediate vicinity of the Store/Club; and
- Each location must comply with state and local laws/ordinances relative to smoking.
 Each Independent Optometrist must review smoking restrictions with the respective Store/Club Manager and comply with his or her direction.

1.4.5 Profanity

Walmart/Sam's Club does not tolerate the use of profanity in its stores/clubs or by its tenants, sub-lessees, or the employees of each.

1.4.6 Harassment

We prohibit harassment based on an individual's status in all aspects of our business. This conduct includes:

- Using slurs or negative stereotyping;
- Verbal kidding, teasing, or joking;
- Making offensive comments about an individual's status, appearance, or sexual preference or activity;
- Leering or making offensive gestures;
- Circulating or displaying offensive pictures, cartoons, posters, letters, notes, e-mails, invitations, or other materials;
- Intimidating acts, such as bullying or threatening based on an individual's status;
- Offensive physical contact such as patting, grabbing, pinching, or intentionally brushing against another's body;
- Physical touching or assault, as well as impeding or blocking movements;
- Repeated unwanted sexual flirtations, advances, or propositions;
- Pressure for sexual activity; or
- Any other conduct that shows hostility toward, disrespect for, or degradation of an individual based on the individual's status.

1.4.7 Parking

Independent Optometrists and their employees must abide by Walmart/Sam's Club's parking rules and limitations. Please discuss parking arrangements with the Walmart Store/Sam's Club Manager. Parking rules will vary by Walmart/Sam's Club location.

1.4.8 Walmart/Sam's Club Break Rooms & Associate Lounges

Independent Optometrists and their employees may not use the Walmart/Sam's Club Associates' break rooms for lunches or breaks.

1.4.9 Gifts and Gratuities

Walmart/Sam's Club Associates may not encourage or accept gifts or gratuities. Gifts or gratuities include: tickets to entertainment events; illicit gifts demanded or exchanged in the form of money or merchandise to solicit or refer business; "Walmart discontinued or no longer used samples; vendor paid trips; etc.

Independent Optometrists are not to offer or accept any gifts or gratuities to any Walmart/Sam's Club Associates intended or used for a business purpose.

1.4.10 Signage

Independent Optometrist may place appropriately sized signage outside of the licensed premises with the permission of the MHWD (or the MHWD's designee) and Store/Club Management. If the Independent Optometrist desires and is in a state with an exterior door to the licensed premises, he or she may have their hours and/or logo painted on the glass exterior door of the office or vestibule. The placement of the Independent Optometrist's business cards outside of the Licensed Premises is allowed in certain states, as approved by the MHWD.

1.4.11 Deliveries

If an Independent Optometrist is receiving deliveries in a one-door state at the store, the deliveries may be accepted only through Walmart/Sam's Club's front doors, be coordinated with Walmart/Sam's Club Management, and be scheduled during normal operating hours. At no time shall parking be permitted on sidewalks, even in connection with short-term loading or unloading of Independent Optometrist's merchandise.

1.4.12 Advertising, Promotion, and Media Inquiries

- Independent Optometrists may use Walmart Stores' or Sam's Club's name in advertising, promotions, or other marketing only to the extent the MHWD(or designee) has approved such a location reference and as specifically referenced in this handbook. Independent optometrists are responsible for complying with all applicable optometric laws and regulations regarding optometry advertising and marketing.
- Except as permitted in certain states and approved by the MHWD, Independent
 Optometrists may not promote their services within the Store/Club using Walmart/Sam's
 Club's in-store public address system.
- All of the Independent Optometrists promotions related to the practice within the Licensed Premises must be conducted in a professional manner by trained individuals who are accountable to and under the direction of the Independent Optometrist.

- Independent Optometrist may not release or cause to be released any statement to the
 press or otherwise containing Walmart Stores' or Sam's Club's name or representing any
 relationship whatsoever to Walmart/Sam's Club, without the prior approval of the
 MHWD(or designee).
- Notwithstanding the limitations noted above on references to Walmart Stores or Sam's Club, Independent Optometrists are permitted to use, without prior approval of the MHWD(or designee) advertisements, flyers, business cards, or other marketing materials that reference Walmart Stores or Sam's Club only as a Licensed Premises address or practice location reference. References in advertising and marketing materials that are acceptable are: "located next to the Walmart [or Sam's Club] Vision Center [Optical]", "located in Walmart [or Sam's Club]", or "in Walmart [Sam's Club] located at [Street Address/City]." The Walmart or Sam's Club name may not be used in any other manner except with prior approval of MHWD (or designee).

1.4.13 Restrictions on Activities

In addition to any easement, covenant, or restriction that affects or applies to the Licensed Premises or the Common Area an Independent Optometrist, and any of his or her sub-lessees, may not:

- Use the sidewalk adjacent to the Licensed Premises or any other space outside the Licensed Premises for display, sale, or any other similar undertaking.
- Use a loudspeaker system that may be heard from outside the Licensed Premises; place or permit any radio, television, loudspeaker, or amplifier on the roof, inside the Licensed Premises, or anywhere that the radio, loudspeaker, or amplifier can be seen or heard from outside of the Licensed Premises; or solicit or distribute any handbills or other advertising in the parking lot, Store/Club, or Common Areas.
- Use the plumbing facilities of the Licensed Premises or the Store/Club for any purpose other than that for which they were constructed. Neither the Independent Optometrist, his or her sub-lessees, nor the invitees of either Independent Optometrist or its sub-lessees, may use the plumbing facilities of the Licensed Premises to dispose of any foreign or harmful substances. The expense of any breakage, stoppage, or damage resulting from a breach of this paragraph will be the responsibility of the applicable Independent Optometrist.
- Use the Licensed Premises to conduct illegal business or for illegal purposes or for any purpose that may increase the premium cost of or invalidate any insurance policy carried on the Licensed Premises, Common Areas, or the Store/Club.
- Unreasonably interfere with Walmart/Sam's Club's business or the business of another Walmart/Sam's Club tenant, or act in such a way that reasonably may be expected to injure Walmart/Sam's Club's business relationship including, but not limited to, acting in any way which diminishes the access to or the visibility of any portion of the Store/Club or any other tenant's premises or that impedes the free circulation of customer traffic within the Store/Club.

- Receive, retain, or store in the Licensed Premises any "Controlled Substances" except for any Controlled Substances included in an emergency medical kit.
- Receive, retain, store, or use any firearm, tear gas, dye pack, or any item similar to a
 firearm, tear gas, or dye pack within the Licensed Premises.
- Have any open flames, including candles, in the Licensed Premises.

1.4.14 Recommendations/Referrals

If an Independent Optometrist is asked by a patient/customer to recommend a pharmacy or a vision center for the purchase of prescription items, the Independent Optometrist is free to use his/her professional judgment and medical community knowledge to respond and may state that there are many available pharmacies and vision centers in the community, including the pharmacy and vision center located in the Walmart Store/Sam's Club, and that the customer is free to choose any pharmacy or vision center he/she wishes.

1.5 MAINTENANCE

1.5.1 Heating and Air Conditioning Temperature

As seasons change, Independent Optometrists may experience unusually hot/cold temperatures. The following process is designed to remedy that problem:

Step 1

Advise the Walmart/Sam's Club Manager and/or the Vision Center/Optical/Manager that you are having a problem so that they may call it into the maintenance hotline.

Step 2

Be clear and specific while providing the following information:

A. Independent Optometrist name and location of the space with the problem.

- B. If no cold air or hot air is blowing from the diffuser, tell them.
- C. Provide any other details about the situation to help determine a solution.
 - D. Record the work order number you will be given. This will be helpful if you need to do some follow-up calling on the problem. The Maintenance Hotline number is 800-932- 3367.

Step 3

Walmart/Sam's Club will make the adjustments if needed. If the problem cannot be solved through programming, a service technician will be sent out to solve the problem.

1.5.2 Pest Control

It is the Independent Optometrist's responsibility to maintain a clean, healthy environment that will not contribute to a pest control problem. If there is a pest control problem in the licensed space, contact Walmart/Sam's Club management. Walmart/Sam's Club is responsible for all pest extermination in Walmart/Sam's Club stores/clubs.

1.5.3 Floor Care

Independent Optometrist can discuss with Vision Center/Optical management whether to have the store/club's floor crew do some maintenance on the Independent Optometrist's floors.

1.5.4 General Maintenance

Interior painting is the responsibility of the Independent Optometrist. Paint colors must be approved by Walmart/Sam's Club and must be of high quality materials and workmanship.

Walmart/Sam's Club is responsible for the cost and repair of the hot water heater.

1.5.5 Utilities

Unless otherwise agreed to in the Agreement, Walmart/Sam's Club shall pay for all public utilities furnished to the Licensed Premises and shall reasonably cool, heat, light and provide water and sanitary sewer services to the building in which the Licensed space is located. Wal- Mart/Sam's Club is not liable for any interruption whatsoever to the public utilities, lighting, cooling, heating, water, or sanitary sewer services if any of the preceding are interrupted in the following ways:

- Equipment failure, fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord; or
- In connection with Store Renovations or to repair the Store or the Licensed Premises.

1.5.6 Telephone Service

The use of a cordless phone within Licensed Premises is strictly prohibited. Cellular phones are permitted.

1.5.7 Internet Service

To secure internet access, Independent Optometrists must first secure a service provider. The Independent Optometrist's service provider will run the line from the street to the D-mark (a board where the phone lines for the entire location come into the store) in the back of the store/club. Independent Optometrist is responsible for paying the cost of this first step of the installation. Independent Optometrist must request that the MHWD email Field Telecommunications to request the line install be completed in the store/club. A tech from Field Telecommunications will be dispatched to finish the line install in the store/club. Walmart/Sam's Club is responsible for paying for the second step of this installation. Independent Optometrist is responsible for paying all subsequent monthly internet service fees.

1.5.8 Instrumentation Maintenance

Optical Equipment Support provides service and support for optical equipment and instruments in Licensed Premises. Examples of services provided by Optical Equipment Support include: phoroptor cleaning and repair, lensometer repair and calibration, and pupilometer repair and calibration. If any optical equipment or instruments are in need of service, Independent Optometrist must notify Vision Center staff. Vision Center will contact Equipment Support. by the

following path: Log on to BOSS / click the TOOLS icon / select OPTICAL EQUIPMENT SUPPORT/ fill in blank fields about the equipment that needs service/ click SUBMIT/ a message prompt will be displayed "Incident created successfully".

1.5.9 Payment of Fees

Effective 01/01/2022, Walmart will now require payments of all fees to be processed on the High Radius platform. Checks mailed into a lockbox will no longer be an option for monthly rental payments and will only be allowed in exception circumstances that are approved in advance of the check being submitted.

1.6 RISK MANAGEMENT

Walmart/Sam's Club takes every precaution to prevent accidents. Independent Optometrists must also take responsibility for their safety and for the safety of their patients/customers their employees, and Walmart/Sam's patients/customers and its associates. Below are some of the guidelines Walmart/Sam's Club uses to aid in accident prevention. The key is consistent use of safe work practices such as:

- Stacking merchandise in a manner to avoid falling merchandise incidents
- Cleaning up any spill immediately to avoid slip and fall incidents. Use caution cones where appropriate;
- Helping prevent falls be alert for trip hazards such as paper on the floor; and
- Keeping aisles and exits clear of boxes, or other items.

1.6.1 In Case of Emergency

Independent Optometrist should familiarize itself with the store/club's Emergency Flip Charts. Coded issues are as follows:

- o Code Brown = Act of Violence
- o Code Blue = Bomb Threat
- o Code Red = Fire or Explosion
- o Code White = Associate/Visitor Injury
- o Code Adam = Missing Child
- o Code Black = Severe Weather
- o Code Orange = Chemical Spills or Hazardous Materials

Independent Optometrist should meet with facility management to acquaint itself with store/club procedures and codes. Independent Optometrist is responsible for ensuring its employees understand Walmart/Sam's Club's emergency procedures and codes. The safety of patients, customers, employees, and Associates is a priority in any emergency situation. Fires (code red), bomb threats (code blue), and shootings (code brown) may require evacuation of the building. Additional evacuation situations may arise due to natural or man-made disasters. All emergency evacuations will be announced on the public announcement (PA) system.

When a facility is scheduled to close due to natural or man made disaster, the facility manager will notify the MHWD and collect emergency contact information.

1.6.2 Customer/Associate/ Independent Optometrist Injury Independent Optometrist is responsible for all accidents within the Licensed Premises and must immediately report any such accident to Walmart/Sam's Club facility Management and the MHWD Walmart/Sam's Club Management will respond to accidents that occur within the store/club (i.e., outside of the Licensed Premises).

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1.7 STORE LEVEL CONTACTS REFERENCE SHEET

Take a few minutes to record this important information about the Walmart/Sam's Club location.

| | | Sam's Club Number: #ubs are known by a 4-digit store number.) | |
|----------------|--------------|---|-------------|
| | STORE/CLU | B MANAGER: | |
| | CO-MANAG | ER (s): | |
| | 4001074417 | | |
| | ASSISTANT | MGRS: | - - - |
| | MHWD: | | |
| | MHWD PHO | NE: | |
| | STORE ADD | PRESS: | |
| S ⁻ | FORE/CLUB PI | | - |