

INTELLECTUAL PROPERTY AGREEMENT

We're delighted that you want to submit an idea to Walmart! At Walmart, our associates are our best idea generators. This Intellectual Property Agreement ("Agreement") governs that process.

This Agreement is between you and Walmart Inc. ("Walmart"). This Agreement is effective when you sign it.

Background

You have submitted at least one idea or invention (the "Idea") to Walmart for Walmart's potential use. You are now being asked to sign this Agreement because Walmart has further evaluated your Idea and believes there may be Intellectual Property in it.

The Deal

When you submitted the Idea, you received recognition in our digital recognition tool. That was our way of saying "thank you!" for your efforts to improve Walmart. (If you are reading this Agreement before submitting an Idea and don't submit an Idea, then no Digital Recognition -- but this doesn't impact the chances that your future submissions will be used -- keep the great Ideas coming!).

Now that Walmart has further evaluated your Idea, believes your Idea contains intellectual property, and that Walmart may choose to implement the Idea, Walmart will give you a promotion code to redeem an Ideas@Walmart t-shirt through the Spark Shop. Please ensure your email address and mailing address on file with Walmart are up to date. In exchange for this promotion code, you agree to sign this Agreement. By signing this agreement, you agree to: (a) **transfer** to Walmart all of your rights and ownership in this Idea that you submitted (including Intellectual Property rights) and (b) **waive** any claims that you might have against Walmart, or its affiliates arising out of or related to the Idea that you submit.

That's the deal. Certain Ideas that are implemented may also be eligible for additional rewards and/or recognition at the sole discretion of Walmart. The details and legal stuff are set out below. Please read it.

If you like this deal, please continue reading so we may all move forward with your Idea. If you have questions about this deal and want to get those answered first, then send those questions to AR-Ideation-Program@email.wal-mart.com. You can also ask questions of your own legal counsel before signing. It's entirely up to you.

The Details and Legal Stuff

Sorry, but our lawyers would probably lose it if we didn't include the "fine print" in this Agreement.

1. **Intellectual Property.** We call it Intellectual Property, but you might know it as something like IP, patents, and trade secrets. "Intellectual Property" means all (i) inventions, U.S. and foreign utility, design patents and industrial designs, (ii) U.S. and foreign trademarks, service marks, trade dress, logos, domain names, trade names, including the goodwill of the business symbolized and all

common law rights, (iii) copyrights, (iv) all applications (including provisionals, non-provisionals, continuations, continuations-in-part, divisionals, reexaminations, reissues, and extensions), registrations, convention and treaty rights in the U.S. and other countries for any of the foregoing, (v) any confidential or proprietary information, including technology, computer software, data and databases and documentation (including electronic media), product drawings, trade secrets, know how, customer lists, price lists, manufacturing and production processes, and research and development information, and (vi) all rights to sue, recover, receive, and/or retain, in law and/or equity, (a) damages, costs, attorneys' fees, income, and royalties for past, present and future infringement, misappropriation, or other violations of any of the foregoing, and (b) income due now or later, where all of the above relate to, are incorporated within, or embodied by an Idea that you submit to us.

2. **Assignment of the Intellectual Property.** Like we said in The Deal section above, when you sign this Agreement, you are assigning, transferring and conveying to Walmart and its successors and assigns, all of your right, title and interest in and to the Intellectual Property related to the Idea(s) that you submitted, including any goodwill associated with that Intellectual Property. You are also agreeing to deliver to Walmart, upon request, any and all tangible manifestations of the Intellectual Property, including without limitation all notes, records, files, and other tangible items of any nature in your possession, custody, or control relating to the Intellectual Property.

3. **Assignment is Voluntary.** You acknowledge that your assignment of the Intellectual Property is strictly voluntary. You are not required to move forward with submission of your Ideas at all. But if you choose to move forward with your Idea submission, and are asked to sign this Agreement, then you are voluntarily assigning your rights in the Intellectual Property associated with that Idea.

4. **Waiver of Rights.** And, like we also said in The Deal section above, by signing this Agreement you waive all claims relating to that Idea that you submit to us. Therefore, you are waiving and releasing Walmart and its affiliates (and their respective successors and assigns) from any and all claims and causes of action that relate in any way to the Intellectual Property associated with the Idea that you submit.

5. **Walmart's Discretion to Use.** You acknowledge that Walmart's implementation, licensing, and/or other use of your Ideas are at Walmart's sole discretion, and that Walmart is not required or otherwise obligated to use any Ideas that you submit to Walmart.

6. **Your Representations.** You represent and warrant that (i) you have full power and authority to enter into this Agreement and to perform your obligations without anyone else's ratification or approval, without violating or conflicting with any other obligation, contract, lease or license, and also free and clear of any claims, liens and encumbrances; (ii) your spouse understands and fully consents to this Agreement and its binding effect upon any community or marital property interests in the Intellectual Property that your spouse may own; and (iii) no affiliates of yours have any rights in the Intellectual Property or related material or subject matter.

7. **Further Assurances.** In order to carry out in good faith the intent and purpose of this Agreement, you agree that, when requested and without further compensation (but at Walmart's expense), you shall (i) take all actions that are necessary or useful to ensure that Walmart obtains complete and secure title to the Intellectual Property, including without limitation, communicating relevant facts to Walmart, signing documents (including declarations, confirmations of assignment,

powers of attorney or other papers), and providing other cooperation to Walmart, and (ii) take all actions that are necessary or useful to assist Walmart in asserting its rights to the Intellectual Property against a third party.

8. **General Provisions.** Whew, you made it this far – congratulations – you are almost done reading this “fine print”. You agree not to challenge or take a position that is inconsistent with Walmart’s exclusive rights and ownership in the Intellectual Property (or help anyone else do so). This Agreement does not affect your status as an at-will employee of Walmart, whose employment may be terminated by you or Walmart at any time, with or without notice or cause. This Agreement is for the sole benefit of you and Walmart and is not intended to, and shall not be construed to, create any right or confer any benefit on anyone else. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas without regard to any state’s conflict-of-law provisions. In any dispute arising out of or relating to this Agreement, exclusive jurisdiction and venue must be in the state and federal courts of Arkansas, and you and Walmart waive any defenses based on improper venue, inconvenience of forum or lack of personal jurisdiction. Any failure by you or Walmart to enforce its rights under this Agreement shall not be construed as a waiver of such rights. This Agreement is the complete agreement between you and Walmart with respect to the subjects covered by the Agreement, and it supersedes all prior written and verbal discussions regarding those subjects. This Agreement cannot be amended except in a written agreement signed by you and Walmart. No waiver of any rights under this Agreement will be effective unless in writing and signed by the waiving party. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9. **Understanding.** By signing this agreement, you acknowledge and agree that you have read this Agreement, that you understand it, and that you agree to be bound by its terms. That’s it!

_____I Agree.

_____No thanks. Let me think about it some more.