



9. If Drawer wishes to participate in the optional Draft Discounting Program, then please complete this Section 9. in full and ensure that you've signed and endorsed the draft. If you do not wish Citi to purchase the draft upon which Wal-Mart has placed its Trade Acceptance, please do not complete and/or submit this Section 9. with your presentation.

Insert Presentation Reference number of the draft number: _____

Discounting of Draft: We have completed, signed and endorsed the attached draft/bill of exchange (the "Draft") substantially in the form above (inserting as DRAWEE, the appropriate Wal-Mart entity, e.g. Wal-Mart Stores, Inc. or Wal-Mart Canada Corp. (collectively "Wal-Mart")) and submit it to Citibank along with other required documents. Upon Wal-Mart's acceptance of the Draft, we, as Drawer ask that Citibank, N.A. ("Citibank" or "you"), purchase such Draft, from us, on a discounted basis, less any Open Account payment processing fees, subject to applicable laws and regulations and your internal compliance policies. We confirm that the Draft [a. is the original (if submitted by mail) or (b. representation of the original, properly executed and signed and endorsed by one or more of our authorized signors, the pay to the order party named on such draft)] and is properly executed and signed and endorsed by one or more of our authorized signers, as the payee named on the Draft. We acknowledge and agree that your receipt of our duly completed, signed and endorsed Draft and related documents, whether by e-mail or courier, will represent the absolute and irrevocable true sale of the Draft by us to Citibank, and such sale and transfer and conveyance of the Draft hereunder will provide Citibank (or any other purchaser) with the full benefits and burdens of ownership of the Draft. If Citibank, in its sole discretion, agrees to purchase the Draft, then, upon Citibank's receipt of payment approval from Wal-Mart under the terms and conditions of Citibank's agreement with COMPANY, Citibank shall pay an amount equal to the face amount of the Draft, less Citibank's discount charge at a rate of Term SOFR* plus spread adjustment** plus margin*** (0.50%) calculated on a 360-day year basis to the bank account indicated in the payment instructions in Section 7. of our cover letter. We agree that at no time will we permit to exist any lien or other encumbrance on Citibank's rights in respect of the Draft or the transaction to which it relates. We hereby attest that the goods and/or services covered by the Draft relate to one or more commercial trade transactions, as evidenced in this presentation.

This Draft shall be governed by and subject to laws of the State of New York and applicable federal laws of the United States of America. The Draft constitutes a bona fide, unconditional, legal, valid and binding payment obligation on the applicable mentioned Wal-Mart entity, enforceable against it with respect thereto and in accordance with its terms, and no dispute, discount, deduction, claim, offset, defense or counterclaim of any kind exists with respect to the Draft.

Sincerely Yours,

Authorized Signer(s)

Supplier's Company Name:

* "SOFR" means the secured overnight financing rate administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate). USD (SOFR): Term rates (1m, 3m, 6m) are available. if the length of the relevant Discount Acceptance Period is shorter than any Base Rate Period or falls between any two Base Rate Periods, then the Base Rate shall be based on the rate quoted for the next longest Base Rate Period. If the SOFR Term Rate is less than 0% then SOFR Term Rate shall be deemed to be 0% for the purposes of this Pricing Schedule.

** "Citi Spread Adjustment" means the credit adjustment rate for the relevant Currency for a period equal to the length of the relevant Discount Acceptance Period, as displayed on the notification section of the Citi Supplier Finance portal, or if not available, as determined by Citibank and is subject to change. USD spread adjustments are calculated using historic median between LIBOR and SOFR with 1 year lookback period."

*** "Margin" is the percentage per annum specified in the previous pricing schedule