

**EXHIBIT 1 to RFP**



**MASTER SERVICES AGREEMENT**

***THIS IS AN EXAMPLE DOCUMENT ONLY.  
EACH CONTRACTOR WILL BE ISSUED  
AN INDIVIDUAL MASTER SERVICES AGREEMENT  
AS THE CONTRACTS ARE AWARDED AND  
THE CONTRACTOR GOES THROUGH THE  
VENDOR VETTING PROCESS.***

**THIS MASTER SERVICES AGREEMENT** ("Agreement") is made on \_\_\_\_\_, 2007, by and between Wal-Mart Stores, Inc. ("Wal-Mart" as defined below), a Delaware corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, AR 72716, and, \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_ (corporation type), with offices at \_\_\_\_\_ ("Contractor" and individually, a "Party" and collectively, the "Parties").

The Parties, in consideration of mutual promises made, agree as follows:

1. **General Terms; Issuance of Scopes of Work for Services**

- (a) This Agreement sets forth the general terms of the business relationship between Wal-Mart and Contractor. All Scopes of Work (as defined in next subsection) issued pursuant to this Agreement and all Services performed pursuant to Scopes of Work shall be covered by and subject to the terms of this Agreement; any conflict in terms to be resolved in favor of this Agreement. The execution of this Agreement by the Parties does not impose any obligation on Wal-Mart to issue any Scopes of Work to, or purchase any Services from, Contractor.
- (b) From time to time, Wal-Mart may, in its sole discretion, issue to Contractor one or more scopes of work in the form set forth in Exhibit A for one or more services. Upon the execution of a scope of work by the Parties, Contractor shall perform the services described therein in accordance with the terms thereof and of this Agreement. Only services included within a Scope of Work may be performed. Failure to obtain Wal-Mart's written consent before starting additional work may result in non-payment. The terms of this Agreement and any Scopes of Work issued pursuant hereto shall govern the performance of any Services.
- (c) As used in this Agreement, "Wal-Mart" means any one or more of any of Wal-Mart Stores, Inc.'s affiliates, subsidiaries, successors or assigns, currently existing or not yet formed, including but not limited to Wal-Mart Stores East, LP, Wal-Mart Stores Texas, LP, Wal-Mart Stores Louisiana, LLC, Sam's East, Inc., Sam's West, Inc., Wal-Mart.com USA, LLC, and Wal-Mart Transportation, LLC.

2. **Term; Termination**

- (a) This Agreement shall commence on the date executed by an authorized officer of Wal-Mart (the Effective Date), and shall continue until terminated by either Party in accordance with this Agreement. Either Party may, at any time, elect to terminate one or more Scopes of Work or the Agreement, in whole or in part (including, without limitation, one or more sites or Services within the scope of one or more Scopes of Work), and with or without cause, upon fifteen (15) days' prior written notice to the other. Any termination of this Agreement in its entirety shall, automatically and without further notice, be deemed a termination of all outstanding Scopes of Work hereunder. Upon any material breach of any Scope of Work or this Agreement by Contractor, Wal-Mart may immediately terminate one or more of the Scopes of Work or this Agreement, in whole or in part (including, without limitation, one or more sites or Services within

the scope of one or more Scopes of Work), or suspend all or any portion of the Services, upon written notice to Contractor. Without limiting the foregoing, Contractor shall be in material breach of this Agreement if Contractor violates any provision of Section 8 or any governmental authority determines that Contractor has not complied with any applicable Immigration Laws regarding its workforce.

3. Payment and Set-off

- (a) Contractor shall issue invoices for the Services provided by Contractor in accordance with the applicable Scope of Work. The fees in each Scope of Work shall include all costs and taxes associated with the Services under that Scope of Work. For recurring Services under a Scope of Work, Contractor shall invoice Wal-Mart monthly for Services performed during the previous calendar month. For one-time Services under a Scope of Work, Contractor shall invoice Wal-Mart upon completion of the Services. Invoices must have the following information in order for payment to be made: (a) invoice number; (b) invoice date; (c) detailed description of the Services provided by date; (d) itemized invoice amount; (e) the Contract Number for this Agreement; (f) the Wal-Mart Store/SAM'S CLUB/Distribution Center number and location; (g) if applicable, any information required to be included in the invoice pursuant to the applicable Scope of Work or any Exhibit or Attachment hereto, including paragraph 7 of Attachment 1; and (h) Contractor's supplier number. Unless otherwise agreed upon by the Parties in a Scope of Work, Contractor shall submit a separate invoice for each Scope of Work. The time required to process Contractor's invoice will be extended by Wal-Mart if the invoice does not contain the required information. Wal-Mart will pay Contractor undisputed amounts within thirty (30) days after receipt of Contractor's invoice. Wal-Mart may recoup, set-off, or credit against amounts owed to Contractor any amounts that Contractor owes to Wal-Mart on any matter, whether or not related to the Services, any Scope of Work or this Agreement.

4. Quality of Services

- (a) Contractor shall provide all labor, equipment and materials necessary to provide the Services. Contractor shall perform the Services in a professional and workmanlike manner; and adhere to Wal-Mart's specifications and policies regarding the performance and delivery of the Services. Contractor warrants that each technician used by Contractor to provide the Services shall be certified or licensed in accordance with the applicable laws and that a copy of such certification or license shall be furnished to Wal-Mart upon its request.

5. Independent Contractors

- (a) Contractor enters into this Agreement and any Scopes of Work as an independent contractor. Neither Wal-Mart nor Contractor has the right, and shall not seek, to exercise any control over the other Party or its employees or agents. Contractor shall solely control the work and methodology of performing the Services, though the Services shall be subject to Wal-Mart's general right of inspection. Each Party shall be solely responsible for hiring, firing, promoting, demoting, rates of pay, benefits, and other terms and conditions in regard to its own employees. Neither Contractor nor any of its employees or agents may be considered Wal-Mart's agents or employees for any purpose and have no authority to act or purport to act on Wal-Mart's behalf. Neither Contractor nor its employees or agents are entitled to receive any compensation or benefits that Wal-Mart may provide to its employees. Wal-Mart shall have the right, in its sole discretion, to refuse or to require Contractor to remove any individual whom Contractor proposes to perform, or who is performing, Services.

6. Non-Exclusive Agreement

- (a) Wal-Mart retains the right to contract with others for the same or similar services, including, without limitation, competitors of Contractor operating in the same market as Contractor. Wal-Mart may assign work to others as it determines necessary while assigning no work to Contractor under this Agreement.

7. Total Aggregate Business

- (a) Wal-Mart may request at any time a statement from Contractor which specifies the percentage of its total revenues for any relevant time period from services provided to Wal-Mart or any of its subsidiaries.

8. Compliance With Law

Contractor hereby represents, warrants and covenants to Wal-Mart as follows:

(a) General

Contractor shall comply with all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations relating to the performance of the Services, including without limitation, all environmental laws, or laws and regulations, such as the Occupational Safety & Health Administration (OSHA), governing the employment or safety of its workers. Wal-Mart reserves the right to demand adequate assurance with respect to Contractor's representations, warranties and covenants.

(b) Specific – Immigration

- (1) Contractor shall comply with the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the "Immigration Laws").
- (2) After the Effective Date, Contractor shall maintain photocopies of all supporting employment eligibility and identity documentation for all employees who are hired by Contractor after such date.
- (3) Except to the extent expressly set forth in **Exhibit B**, Contractor has not been the subject of enforcement or other action by U.S. Immigration and Customs Enforcement ("ICE") within the two year period prior to the Effective Date of this Agreement. Any disclosure by Contractor pursuant to this subparagraph shall be attached to **Exhibit B** on Contractor's or its legal counsel's letterhead and shall describe in reasonable detail each event of enforcement or action by ICE. Contractor further represents and warrants that the disclosure contained in **Exhibit B** is correct and complete and does not fail to state any material fact necessary in order to make the representations, warranties or statements contained herein or therein not misleading. Contractor further warrants that the information provided in response to the Service Provider Registration process' questionnaire, remains true and correct. Wal-Mart reserves the right to terminate this Agreement (including all outstanding Scopes of Work) immediately, in its sole discretion, depending upon the information provided by the Contractor pursuant to this subparagraph. From time to time as Wal-Mart may request, Contractor shall provide Wal-Mart with a written certification making the representations and warranties set forth in this subparagraph.
- (4) From time to time as Wal-Mart may request in its sole discretion, Contractor shall, at its expense, audit the Form I-9s for compliance for each of its employees performing Services under one or more Scopes of Work as Wal-Mart may designate. At Wal-Mart's option, such audit shall be performed either by Contractor or by Contractor's third party immigration attorney or consultant, who must be experienced and trained in the field of immigration compliance. Such audit shall be completed within five days after Wal-Mart's request and Wal-Mart may suspend the Services pending the completion of any such audit. Upon completion of the audit, Contractor or its third party auditor, as applicable, shall execute a certification which shall be in substantially the form set forth in Exhibit C, which is incorporated by reference into and made a part of this Agreement. Contractor shall retain all such certifications on file during the term of the Agreement, and shall deliver any or all such certifications to Wal-Mart upon Wal-Mart's request.

- (5) During the term of this Agreement, and whether or not any Scopes of Work are then outstanding, Contractor shall immediately, and in any event within one (1) hour, notify Wal-Mart Stores, Inc., Legal Department Compliance, 702 SW 8th Street, Bentonville, AR 72716 via fax at 479.277.5991 and the facility manager by in-person voice communication (not voice mail) of any unscheduled inspections, work site enforcement actions, investigations, inquiries, visits or audits conducted by the United States Department of Homeland Security ("DHS") or any other governmental agency or authority related to environmental, immigration or employee-safety issues of Contractor, its agents, or employees.

9. Cross Default

- (a) If Contractor is in material breach of this Agreement or any Scope of Work, Contractor shall be deemed to be in material breach of any other contract that Contractor may have with Wal-Mart or any of its affiliates. If Contractor is in material breach of any other contract that it has with Wal-Mart or any of its affiliates, Contractor shall be deemed to be in material breach of this Agreement and all of the Scopes of Work then outstanding. In each case, Wal-Mart may pursue against Contractor any and all remedies that Wal-Mart has at law or in equity.

10. Indemnification

- (a) Contractor shall at all times indemnify, defend and hold harmless Wal-Mart and any subsidiaries and affiliates, and its and their respective successors, assigns, transferees, officers, directors, agents and employees ("Indemnified Parties") against and from any and all lawsuits, claims, actions, expenses (including reasonable attorney's fees and costs), damages (including punitive, consequential and exemplary damages), obligations, fines, penalties, corrective action costs, liabilities, and liens (including, without limitation, claims for personal injury (even if solely emotional in nature), death and damage to property) ("Claims") arising out of or related to (1) the acts, omissions, negligence or willful misconduct of Contractor, its employees, agents, representatives, suppliers or subcontractors in connection with the provision of the Services, (2) any breach, violation or default by Contractor of this Agreement or any Scope of Work, (3) any lien, security interest, claim or encumbrance in favor of any person or entity by reason of having provided labor, materials or equipment relating to the Services, or (4) any "release", "threatened release", handling or storage of hazardous materials, contaminants, oil or radioactive materials from any Wal-Mart premises, as a result of or connected with Contractor's performance of the Services, even if not discovered or alleged until after the termination of the Agreement or the applicable Scope of Work, except for such Claims arising solely out of the negligence or willful misconduct of the Indemnified Parties. The provisions of this Paragraph shall survive cancellation, termination, or expiration of this Agreement and until all matters are fully and finally barred by applicable law.
- (b) The Indemnified Parties shall notify Contractor of the assertion, filing or service of any Claim that is or may be covered by this indemnity; and Contractor shall immediately take such action as may be necessary or appropriate to protect the interests of the Indemnified Parties. If the Indemnified Parties, in their reasonable discretion, shall determine that counsel selected by Contractor has not or cannot adequately represent the Indemnified Parties' interests or appears unwilling or unable to do so, the Indemnified Parties may replace such counsel with other counsel of the Indemnified Parties' own choosing. In such event, any and all fees and expenses of the Indemnified Parties' new counsel, together with any and all expenses or costs incurred on account of the change of counsel, shall be paid or reimbursed by Contractor as part of its indemnity obligation hereunder. The Indemnified Parties shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any Claim asserted against the Indemnified Parties. Contractor's indemnification obligations set forth in this Agreement (i) are independent of, and will not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with) or damages or benefits payable under workers' compensation or other statutes, and (ii) are not diminished or limited in any way by any insurance carried in whole or in part by Wal-Mart, which shall in all cases function in excess of these indemnification obligations.

## 11. Insurance

At all times during the term of this Agreement, and whether or not any Scopes of Work are then outstanding, Contractor shall keep in full force and effect certain minimum insurance coverage as follows:

- (a) Commercial General Liability insurance including Contractual Liability, Personal and Advertising Injury Liability, Products-Completed Operations Liability, Medical Payments, Bodily Injury and Property Damage Liability with minimum limits of \$300,000 per occurrence and \$600,000 aggregate.
- (b) If use of an automobile is required, Business Automobile Liability insurance, including bodily injury and property damage, for all vehicles (including owned, non-owned, and hired vehicles), with a minimum limit of \$300,000 combined single limit per occurrence.
- (c) Workers' Compensation insurance with statutory limits or, if no statutory requirement applies, coverage equivalent to that afforded under the workers' compensation statute of the state in which the work is to be performed, unless Contractor is a sole proprietor and is not, pursuant to applicable laws, statutes, rules or regulations, required to carry Workers' Compensation insurance.
- (d) Employer's Liability insurance with minimum limits of \$100,000 Bodily Injury – each accident; \$500,000 Bodily Injury by disease – policy limits; \$100,000 for Bodily Injury by disease – each employee.

All insurance coverage required above shall be obtained from a company having a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies and shall contain a provision that such policy may not be cancelled or the coverage reduced below the requirement of this Agreement without first giving at least thirty (30) days written notice to Wal-Mart. Contractor's insurance shall be primary, non-contributory and not excess coverage. Each Commercial General Liability shall: (i) name Wal-Mart Stores, Inc., its subsidiaries and its affiliates as additional insureds; (ii) provide defense coverage as an additional benefit and not within the limits of liability; (iii) contain a waiver of subrogation in favor of Wal-Mart; and (iv) be issued on an occurrence basis. Prior to the Effective Date, and as a condition to this Agreement becoming effective, Contractor shall provide to Wal-Mart one or more certificates of insurance evidencing the coverages required by this Agreement. Contractor shall also provide Wal-Mart with one or more certificates of insurance evidencing the coverages required by this Agreement upon the renewal or replacement of a required insurance policy in effect during the term of this Agreement and at any other time as Wal-Mart may request. Contractor shall be in material breach of this Agreement and all outstanding Scopes of Work if Contractor breaches or fails to comply with any of its obligations under this Section.

## 12. Equipment

- (a) Contractor shall not use any Wal-Mart equipment in any way unless Wal-Mart consents in advance to the use of such equipment. Contractor accepts full responsibility for, and agrees to indemnify Wal-Mart against, any and all Claims resulting from the use or failure of any equipment, whether its own or provided by Wal-Mart to Contractor. Wal-Mart shall have no liability for any injury or damage caused by any such equipment. Upon termination or expiration of the applicable Scope of Work or this Agreement, Contractor shall remove from Wal-Mart's premises all of Contractor's equipment, supplies and property and shall repair any and all damage to the premises and other property of Wal-Mart caused by such removal. If Contractor fails to remove such property within fifteen (15) days after such termination or expiration, all such property, excluding hazardous materials, which have not been so removed shall be deemed to have been abandoned by Contractor and, at Wal-Mart's sole option, shall become the property of Wal-Mart.

## 13. Audit

- (a) Contractor shall at all times keep accurate books, records, and accounts at its place of business showing, where applicable, the actual costs and expenses that Contractor incurs in connection with the Services. Wal-Mart or its duly authorized representative shall have the right, during the term of this Agreement and for two years after its termination, and whether or not any Scopes of Work are then outstanding, to enter

onto Contractor's facilities upon 48 hours' notice and during normal business hours to examine and audit the books, records, and accounts that pertain to this Agreement or any Scopes of Work. Contractor shall make such records available to Wal-Mart or its representative for the audit. Any such audit shall be at Contractor's expense.

14. No Subcontractors

- (a) Contractor shall not subcontract or delegate to any person the right or obligation to perform any Services, without the prior written consent of Wal-Mart.

15. Limitation of Damages

- (a) Wal-Mart shall not be liable to the Contractor for indirect, punitive, exemplary, incidental, consequential, or special damages, including lost profits, lost income, lost revenues, business interruption or lost business arising out of the Agreement or any Scope of Work or the transactions or relationship between the Parties contemplated under the Agreement or any Scope of Work, even if Wal-Mart has been advised of the possibility of the damages and regardless of any prior course of dealing between the Parties.

16. Notices

- (a) Unless a different method of notice is specified in this Agreement, all notices and other communications required or permitted under this Agreement or any Scope of Work shall be in writing delivered by hand, fax, commercial courier, or certified mail, return receipt requested. Each affected Wal-Mart facility must be given its own notice by faxing notice to the Facility Manager of each facility for which you have a current Scope of Work:

If to Wal-Mart: \_\_\_\_\_  
(Facility Name)

Mr. Victorio Angulo  
Wal-Mart Stores, Inc.  
2001 SE 10<sup>th</sup> Street Mail Stop 0550  
Bentonville, AR 72716-0550

If to Contractor: Please add Supplier Address if different from Page 1  
Please add Supplier Address if different from Page 1  
Please add Supplier Address if different from Page 1  
Attn: Supplier Contact  
Phone: \_\_\_\_\_  
FAX NO. \_\_\_\_\_

Notice shall be deemed given upon delivery by hand, upon confirmation of receipt when sent by fax, upon delivery to commercial courier for next business day delivery properly addressed and prepaid, or upon placing the notice in the U.S. mails properly addressed and with sufficient postage for certified mail, return receipt requested.

17. Assignment; Benefit; Binding Effect

- (a) Neither Party shall assign this Agreement, any Scope of Work or any interest herein or therein without the other Party's prior written consent, which will not be unreasonably withheld or delayed. Any change in the direct or indirect ownership or control of more than fifty percent (50%) of the outstanding stock or ownership interests of a Party during any twelve (12) consecutive calendar month period shall be deemed an assignment for purposes of this Agreement. Wal-Mart, in its sole discretion and without Contractor's

consent, may assign this Agreement or any Scope of Work to a subsidiary or affiliate. This Agreement (including all Scopes of Work) shall inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective successors and permitted assigns. Contractor shall not sell, lease, transfer, assign or convey in any manner the supplier number created by Wal-Mart and given to Contractor.

18. Governing Law

- (a) This Agreement, all Scopes of Work, and any and all disputes arising there from or relating thereto, shall be governed by, enforced and construed in accordance with the laws of the State of Arkansas without regard to the internal law of Arkansas regarding conflicts of laws.

19. Venue; Statute of Limitations

- (a) The Parties mutually consent and submit to the jurisdiction of the federal and state courts of Arkansas, and agree that any action, suit, or proceeding concerning this Agreement or any Scope of Work shall be brought only in the federal or state courts of Arkansas. The Parties agree that they will not raise in connection with any such suit, action or proceeding brought in any federal or state court of Arkansas, any defense or objection based upon lack of personal jurisdiction, improper venue, and/or inconvenience of forum. Any legal action brought by either Party with respect to this Agreement or any Scope of Work shall be filed in one of the above referenced jurisdictions within two (2) years after the cause of action arises or it shall be deemed forever waived. The Parties acknowledge that they have read and understand this clause and agree willingly to its terms.

20. No Business Guarantee; No Reliance on Oral Representations or Promises

- (a) Wal-Mart has no obligation to provide any minimum amount of business to Contractor, and no person has authority to make any representations or promises of business to Contractor on Wal-Mart's behalf or about Wal-Mart's intentions or expectations of renewing or extending this Agreement or any Scope of Work or providing any present or future business to Contractor, except as may be contained in writing and signed by an officer of Wal-Mart. Any expenditures, investments, or commitments made by Contractor in reliance on any present or future business from Wal-Mart pursuant to this Agreement, any Scope of Work or otherwise are done at Contractor's own risk and without any obligation whatsoever from Wal-Mart.

21. Attorney's Fees

- (a) In the event of any action or proceeding brought by either Party against the other under this Agreement or any Scope of Work, the prevailing Party will be entitled to recover reasonable costs and expenses, including court costs and reasonable attorneys' fees.

22. Survival of Provisions

- (a) The expiration or termination of this Agreement or any Scope of Work shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.

23. Counterparts

- (a) This Agreement and any Scopes of Work may be executed in one or more counterparts, all of which shall be deemed one and the same agreement. This Agreement shall become effective on the Effective Date.

24. Modification

- (a) The terms of this Agreement or of any Scope of Work can only be modified or amended by a written agreement signed by Wal-Mart and Contractor.

25. Non-Waiver

- (a) If either Party fails to give notice or enforce any right under this Agreement or any Scope of Work, the failure shall not constitute a waiver of the right, unless the Parties reduce the waiver to writing and the waiving Party signs the writing. If a Party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

26. Confidential Information

- (a) Contractor recognizes that it may come into possession of information relating to the business of Wal-Mart that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary (“Confidential Information”). Contractor shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose, and will cause its employees, agents, directors, and other representatives (collectively, the “Representatives”) to hold confidential all Confidential Information. Upon Wal-Mart’s request, all such information will be returned to Wal-Mart if in any physical medium.

27. Publicity

- (a) Contractor shall not, without the prior written approval of Wal-Mart, refer to Wal-Mart or any of its subsidiaries in any advertising or published communication or use, or allow to be used, Wal-Mart’s name, logo, trademarks, service marks, patents, copyrights or trade dress.

28. Force Majeure

- (a) Contractor and Wal-Mart shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond their control, including civil commotion, governmental regulations or controls (but excluding failures to comply with applicable law and labor disputes), fire or other casualty, inability to obtain any material or services or acts of God. If either Party relies on this clause as a reason for delay, they must notify the other Party in writing and provide an action plan intended to mitigate any occasioned delay.

29. Miscellaneous

- (a) By signing this Agreement, each signatory represents they have the actual authority to bind themselves. The rights and remedies of each Party are cumulative and, not exclusive of, any rights or remedies which that Party would otherwise have at law or in equity. No Third Party Beneficiaries are created by this Agreement or any Scope of Work, except for the indemnified parties. To the extent allowed by law, if any provision of this Agreement or Scope of Work is determined by law to be unenforceable, the remainder may be enforced.

30. Entire Agreement

- (a) This Agreement, along with all Scopes of Work and any Exhibits and Attachments hereto, contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Agreement (including the Scopes of Work, Exhibits and Attachments) alone sets forth the terms on which the Parties have mutually agreed



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year set forth below.

<b>Contractor:</b> _____	<b>Wal-Mart Stores, Inc.</b>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Wal-Mart Supplier No.: _____	

**Exhibit B**  
**To**  
**Master Services Agreement**

**CONTRACTOR'S DISCLOSURE**

Contractor's disclosure is attached, if applicable.

**Exhibit C**  
**To**  
**Master Services Agreement**

**IMMIGRATION CERTIFICATION**

The undersigned, \_\_\_\_\_, has **[been retained as a third party auditor by \_\_\_\_\_ and has]** audited the Form I-9s for each employee of \_\_\_\_\_ (“Contractor”) performing services under that [those] certain Scope[s] of Work dated \_\_\_\_\_ issued pursuant to the Master Services Agreement dated \_\_\_\_\_, Contract Number \_\_\_\_\_ (“Agreement”) between Wal-Mart Stores, Inc. and Contractor. Such audit has been conducted pursuant to the Agreement. In connection with such audit, the undersigned has reviewed copies of employment eligibility and identity documentation for each such individual to the extent required to be maintained pursuant to the Agreement or otherwise maintained by Contractor in accordance with its policies.

The undersigned hereby certifies that Contractor has verified the employment eligibility and identity of the employees performing Services under the Scope[s] of Work referenced above pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9s for such employees (and to the extent that any violations are discovered that are of a nature that, in the undersigned’s judgment, are eligible for cure, such violations have been corrected to the extent possible) and is in compliance with all applicable Immigration Laws (as defined in the Agreement) with respect to such employees.

**[If a third party auditor conducts the audit, the auditor should include a reasonably detailed description of the auditor’s training and experience in the field of immigration compliance.]**

This Certification may be delivered to and relied upon by Wal-Mart Stores, Inc.

Certified by the undersigned as true, correct and complete this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_