Document transmittal form/cover letter needed for all presentations

"Wal-Mart" Open Account Demand for Payment Form

This document <u>MUST</u> be completed and attached to all your payment presentations under the Wal-Mart program.

- 1. Failure to complete all sections of this form may delay payment.
- 2. The party requesting payment is solely responsible for ensuring that all instructions on the attached conform to any factoring arrangements in place.
- 3. Options for submission of documents:

All required documents must be attached to a single presentation and can be sent to any of the below addresses:

Wal-Mart Open Account Processing c/o Citigroup Transaction Services (M) Sdn Bhd 4th Floor, Menara Northam 55 Jalan Sultan Ahmad Shah 10050 Penang Malaysia Attn: CFSL Processing Unit +60 (4) 200-6241	Wal-Mart Open Account Processing c/o Citibank N.A. 3800 Citibank Center, Building B, First Floor, Tampa Florida 33610 Tel: 866-498-8670	Wal-Mart Open Account Processing c/o Citibank (China) Co. Ltd. Trade Operation Department Room 16012N, 16th Floor Building #5 LUJIAZUI Century Financial Plaza No. 258, Jin Kang Road Pudong District Shanghai, 200127, P.R. China	Wal-Mart Open Account Processing c/o Citibank Hong Kong 9/F, Trade Services Department Citi Tower, One Bay East 83 Hoi Bun Road Kwun Tong, Kowloon Hong Kong Tel: 852-2306-7383
		Shanghai, 200127, P.R. China Tel: 0086-21-20299389	

4. If you have questions about documents or payments, please email oa.walmart@citi.com.

5. Free online transaction status details can also be found at: <u>www.citidirect.com</u> and click on the "Trade Advisor" tab and complete the mandatory 5 fields preceded with an asterisk "*".

Date:

Vendor Reference #: _

Complete the above Vendor Reference # only if more than one invoice is being presented under this Demand for Payment. If a single invoice is being presented under this Demand for Payment, then that invoice # will automatically be used as the vendor reference #. This vendor reference # will appear on your payment from Citibank. It is a unique identifier CREATED BY THE VENDOR.

Presentation Information (list UP TO TEN invoices with the same payment terms; indicate applicable currency if other than USD):

	Invoice #	Invoice Date	Invoice Amount (List Currency) USD
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
TOTAL	-	-	

"If more than 10 invoices, please add an additional page listing all the invoices being attached."



6. Vendor Information

Vendor Name:		
Vendor Address:		
Vendor Contact Person:	Phone Number:	
Email Address:	Fax Number:	
Goods Description (only applicable for Walmart E-Inv program):		
7. Vendor's Payment/Bank Information		
*Vendor's/Beneficiary's Bank Name:		
Branch:		
Street Address:		
ABA #/Routing #:		
SWIFT ID (BIC):		
Vendor/Beneficiary's Account Number/IBAN #:		
Vendor/Beneficiary's Account Name:		
Currency of Account:		
*Where a supplier requires payments to be sent using two banks The secondBank's (BB) account or routing number must be comp		
Intermediary Bank's SWIFT Code/Routing Number/ABA:		
(In example: MRMDUS33 – Vendor must input either SWIFT Code/F maintained with the Intermediary Bank)	Routing Number/ABA or Vendor/Beneficiary Bank's Account number	
Beneficiary Bank's Account Number with Intermediary Bank:		
(Supplier must input either SWIFT Code/Routing Number/ABA or B	eneficiary Bank's Account number maintained with I/B)	
Intermediary Bank Name:		
Intermediary Bank City/State:		
Intermediary Bank Country:		
8. Demand For Payment (Draft/Bill of Exchange)		
Submission of the below completed and signed draft is needed for	all presentations.	
• The "Pay to the Order of" (Payee) and the "Drawer's Name" mus anyone other than Vendor; no third-party drafts will be accepted		

- Please sign the endorsement line below thereby endorsing the draft to Citibank, N.A.
- Please sign on Authorized Signer line (under #8) on page 3 of this form as Vendor's agreement to Draft Discounting program.

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Notes to completing the Draft:

- i. Date: Enter date that draft is signed (Month day format e.g., July 23).
- ii. Year: Enter last two digits of current year (e.g., 16 for 2016).
- iii. Days: Enter number of days of payment terms (e.g., 45 days Sight) or sight and include the most recent invoice date included with any presentation e.g. 45 days Sight will equal a maturity date of 45 days from the date Wal-Mart has approved your presentation and added their acceptance upon the draft. "The payment tenor must match the term stated in the PO. It is acceptable to state the tenor as a due date". In example: Payment due on XX date.
- iv. Pay to the Order of (Payee): Enter your company name (e.g., Vendor, Inc.).
- v. Amount: Enter United States Dollar or Canadian Dollar amount in numbers and words (e.g., "USD80,000.00 Eighty Thousand and 00/100 U.S. Dollars").
- vi. Drawer's Name: Enter your company name (e.g., Vendor, Inc.).
- vii. Signature: The Authorized Signer(s) of your company must sign the Draft (e.g., John Doe).
- viii. Endorsement: Have your Authorized Signer(s) sign the endorsement section of the draft and insert your co. name.
- ix. Insert the buying entity Wal-Mart stores INC. indicated in the Purchase Order and whom you invoiced.

Note: The Buyer Wal-Mart stores INC. may increase or decrease the presentation amount. Note: The Draft should equal the *Presentation Amount*.

A Draft must be completed for all presentations! It MUST be completed.

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Sample for your Reference

				Date (i) 2	20 <u>(ii)</u>
At _	(iii) Ins	ert the Tenor i.e. "45 days sight (or 90 days from Cargo Receipt date, etc	of this Sole Bill of Exchange	
If not	t sight	, insert the latest BL or Invoice	date		
Pay t	o the o	order of (iv) Insert Vendor Nam	e (Must be the same name as in section:	s 6 and 8 below)	
The S	Sum of	(v) Amount of Presentation in r	numbers and words e.g. "USD 10.10 USD	Ten Dollars and 10 cents"	
VALU	VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF				
To:		Wal-Mart Stores, Inc 702 S.W. 8th street Bentonville, Arkansas 72716	Wal-Mart Canada Corp. 19040 Argentia Rd., Mississauga, ON, Canada	(vi) Insert Vendor Name	
				Drawer's Name	
				(vii) (Vendor's signature(s))	
				Authorized Signature	
			he Drawer/supplier wished to sell the N aturity, there is no requirement to sig	the second se	d receive an
Pay to	the o	rder of: <u>Citibank, N.A., New York</u>	κ, NY		
Date:		Authorized S	igner(s)*: (viii) (Vendor's signature(s))		
Compa	any Na	ame (Drawer): <u>(viii) Insert Vendo</u>	or Company Name		

*(We warrant that the persons signing have the authority to execute this endorsement)

Section 9 must be completed in order for Citibank to consider purchasing the Wal-Mart Trade Acceptance from you.



This Bill of Exchange Must Be Completed (in accordance with the instructions provided above) For Payment:

	Date	20
At	of this Sole Bill of	fExchange
If not sight, insert the latest BL or Invoice date		
Pay to the order of		
The Sum of		
VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF		
To:		
	Drawer's Name	
	Authorized Signature	3
Endorsement must be signed ONLY IF you are completing Section 9 re	questing that Citi purchase the	Wal-Mart Trade Acceptance
Pay to the order of: Citibank, N.A., New York, NY		

Date:	Authorized Signer(s)*:

Company Name (Drawer): _____

*(We warrant that the persons signing have the authority to execute this endorsement)



9. If Drawer wishes to participate in the optional Draft Discounting Program, then please complete this Section 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

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

^{* &}quot;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.

^{** &}quot;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."