

**CAMPAIGN AGREEMENT
BETWEEN GIRL SCOUTS OF THE USA AND
WALMART INC.**

CAMPAIGN AGREEMENT

This Campaign Agreement (the “Agreement”) is between Walmart Inc., (hereinafter “Walmart”), a Delaware corporation, Sam’s West, Inc., an Arkansas corporation (hereinafter “Sam’s Club”), and the Girl Scouts of the USA (hereinafter the “Girl Scouts”), a corporation incorporated under and existing by virtue of an Act of Congress of the United States of America approved March 16, 1950.

PURPOSE

The purpose of this Agreement is to provide a framework for the 2024 and 2025 Girl Scouts Cookie Sales Campaign (the “Campaign”) to be conducted at booths set up outside Walmart and Sam’s Club locations in and across the United States from January 2, 2024 through April 30, 2024 and January 2, 2025 through April 30, 2025, with the exception of the “blackout period” dates set out in Exhibit A & B to this Agreement, which is attached hereto and incorporated as part of this Agreement. This Agreement is intended to provide Walmart, Sam’s Club, and the Girl Scouts (collectively, the “Parties”) with basic critical assurances as to the way the 2024 and 2025 campaign will be conducted.

Booth Sales Description

As in years past, booth sales consist of local Girl Scout Troops under the direction of a Girl Scout Council (hereinafter “Local Council”) placing Troops (in the form of girl scout members, supervising adult Girl Scout staff, or adult volunteers) outside Walmart and Sam’s Club locations to sell cookies through their participation in the Girl Scout Cookie Program.

Campaign Period

The Campaign Period for this Agreement is from January 2, 2024, through April 30, 2024, and from January 2, 2025, through April 30, 2025, with the exception of the “blackout period” dates set out in Exhibit A. & B. Under no circumstance will it be permissible for Local Councils to set up sales booths prior to the Campaign start date or following the Campaign end date. During the Campaign Period, each Local Council may, subject to local store management approval, conduct cookie sales in accordance with this Agreement at each Walmart or Sam’s Club in that Local Council’s area. Permitted cookie sales may occur at each facility for a total of fourteen (14) days, and only three (3) of those days may be consecutive, as per Walmart and Sam’s Club policy. The store management at each individual Walmart and Sam’s Club location must approve each Local Council’s proposed Campaign Period in the Space Request tool for Walmart locations and with the club manager for all Sam’s Club locations, and the daily hours during which the Local Council will be permitted to set up and maintain sales booths, provided that such daily hours should never extend beyond the store’s or club’s hours of business.

Sales Booth Locations

Generally, the Campaign will be conducted in front of Walmart and Sam's Club locations nationwide. During the Campaign Period set out above and subject to restrictions imposed by local store management in accordance with this Agreement, the Local Council may place in the Designated Area one sales booth or table, approved signage, and up to six Girl Scout members per booth (and there may be booths placed at each entrance based on agreement with Walmart management through the Space Request Tool or Sam's Club local management). There must be at least one supervising adult Girl Scout staff or volunteer outside a participating Walmart and Sam's Club location in the Designated Area. "Designated Area(s)" are to be at least 15 feet from the entrances to and exits from the facility. Note, however, that in order to better ensure the safety of shoppers, supervising adult Girl Scout staff and volunteers, and Walmart and Sam's Club associates, store and club management have complete discretion to reasonably alter the location of the sales booths on each day of the Campaign Period.

Additionally, with the approval of the local store management through the Space Request Tool or club management, the Girl Scout volunteers may use non-obtrusive chairs to rest on while manning booth sales. Equipment and people cannot block entrance or exit from the building and must comply with local Fire Codes. No other equipment (except the booth or table) may be present on the property, including but not limited to tents, space heaters, signs, animals (except for service animals), etc. Any placement or use of unapproved equipment will be cause for removal from the property.

Process for Setting Campaign Period

Each Walmart and Sam's Club location has final approval as to how, where, and when (during the day and/or evening) the Girl Scout members, supervising adult staff, and/or volunteers may conduct the Campaign. Accordingly, each Local Council must make specific campaign arrangements with its nearby Walmart and Sam's Club locations. The Walmart and Sam's Club Home Office does not direct the time, place, and manner of the local campaigns and, therefore, will not entertain local campaign requests. All such local campaign requests must be submitted to and approved by the local Walmart or Sam's Club facility management, in the Space Request Tool.

As a condition of participating in the Campaign, each participating Local Council seeking to conduct cookie sales will be required to submit a request through the Space Request Tool for space outside of Walmart stores, or execute a Notice for Rules for Solicitation of Literature for Sam's Club locations. A sample of the notice is attached hereto as Exhibit C. A Space Request must be submitted for each year of the Campaign. The request will contain the dates and times on which the Local Council proposes to conduct cookie sales. The request must be submitted via the Space Request tool to sell outside Walmart stores, and/or in-person request to the Sam's Club manager at which the Local Council seeks to sell prior to the start of the Campaign Period. Each Local Council will agree to follow the rules set forth in the Notice of Rules in the tool and

Exhibit C and will further agree that if any members, supervising adult staff, or volunteers are in violation of those rules, which violation shall be solely determined by Walmart, they may be removed from the premises by Walmart or Sam's Club representatives. NOTE – Local Councils in the Commonwealth of Pennsylvania, Massachusetts, Mississippi and California use the accompanying Notice of Rules that explicitly references the Commonwealth of Pennsylvania, Massachusetts, Mississippi, and California a sample of which is attached hereto as Exhibit D.

Expectations for Girl Scout Troop Members, Supervising Adult Staff, and Volunteers

Walmart and Sam's Club strives to maintain a neutral shopping environment for our customers. To that end, we require Girl Scout troop members, supervising adult staff, and volunteers to wear appropriate attire or uniforms and conduct themselves in a professional manner. In the event that a participant fails to meet those minimal standards, Walmart and Sam's Club reserve the right to remove that individual from the property. Walmart and Sam's Club will first attempt to work with Girl Scouts to resolve those issues on a case-by-case basis.

Additionally, with respect to setting up and manning the sales booths, Girl Scout troop members, supervising adult staff, and volunteers are expected to:

- Be warm, respectful and polite to all purchasers and passersby.
- Use common sense about conducting appropriate conversations or engaging with potential customers and passersby. Working at cookie sales booth is not an opportunity to air personal or political opinions and/or grievances. It is important to remember that troop members, supervising adult staff, and volunteers are representing the Girl Scouts.
- If a passerby is belligerent or has negative comments about the Girl Scouts, Walmart, or Sam's Club, do not respond or engage in discussion or debate of any type. If necessary, contact your local Girl Scouts supervisor and/or the local store or club manager.
- Not eat, read, smoke or use mobile devices except for cookie sale transactions, while manning the cookie sales booth.
- Be responsible when overseeing the cookie sales and collection of sales proceeds. It is the duty of the Girl Scout troop members, supervising adult staff, and volunteers to staff the sales booth at all times and not leave the booth unattended for any length of time. Under no circumstances will Walmart or Sam's Club personnel be able to attend to the sales booth. THE PARTIES HERETO SPECIFICALLY AGREE THAT WALMART AND SAM'S CLUB WILL NOT BE LIABLE FOR THE THEFT OF OR DAMAGE TO ANY GIRL SCOUT COOKIE PRODUCT AND COOKIE SALES PROCEEDS.
- Be prepared for adverse weather conditions and dress appropriately.

- Comply with all requests from store and club managers. At no point should a Girl Scout troop member, supervising adult staff, or volunteer attempt to challenge any direction from the store or club manager, or the manager's designee. If a conflict arises, the troop member, supervising adult staff, or volunteer should immediately contact his or her Girl Scout supervisor.
- Not speak to the media without receiving prior approval from their supervisor or administrator. If approached by a reporter, Girl Scout troop members, supervising adult staff, and volunteers should respond with "I'm sorry, I'm not the best person to respond to your questions. I'll be sure to let the appropriate person know when I'm done with my shift," or similar language. Troop members, supervising adult staff, and volunteers should then direct any media inquiries to their local Girl Scout supervisors or the Walmart Media Hotline at 1-800-331-0085.

GENERAL PROVISIONS:

Term and Termination

This Agreement shall commence on the date executed below and, subject to earlier termination as provided for herein, continues through April 30, 2025.

Without prejudice to any other rights or remedies it may have, Walmart and Sam's Club shall at any time be entitled to terminate this Agreement by written notice to the Girl Scouts if:

- The Girl Scouts materially changes its charitable purposes;
- The Girl Scouts or its officers, employees, volunteers, or representatives publicly conduct themselves in a manner inconsistent with the image and mission of Walmart and Sam's Club as the result of more than an unforeseeable isolated incident, as Walmart and Sam's
- Club shall reasonably determine, after consulting with the Girl Scouts and a review of all relevant facts and circumstances.
- The Girl Scouts loses its status as a charitable organization, qualified under Section
- 501(c)(3) of the Internal Revenue Code of 1986.
- The Girl Scouts files for bankruptcy or has a petition for involuntary bankruptcy filed against it that is not dismissed within ninety (90) days; or

- The Girl Scouts materially breaches any of its representations, warranties, or obligations under this Agreement and the Girl Scouts is not able to remedy such breach within a period of thirty (30) days after receiving written notification from Walmart or Sam's Club.

Limitation of Liability

Except for the indemnity obligations stated below, in no event whatsoever shall either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

It is further understood and agreed that neither Walmart nor Sam's Club shall have any involvement, liability, duty, or responsibility for the day-to-day operations of the Cookie Sales Campaign. It is also understood and agreed that neither Walmart nor Sam's Club have any responsibility for the equipment and materials used during the campaign and event, and they shall not be liable for any defect thereon or for any injury arising out of a defect of the equipment or materials used during the campaign event. In addition, it is understood and agreed that neither Walmart nor Sam's Club shall have any control over any employees, volunteers, representatives, or agents of the Girl Scouts or of any entity other than Walmart Associates, Inc., and shall not be liable for any acts or omissions of non-controlled employees.

Indemnity

The Girl Scouts and its direct and indirect affiliates and Local Councils agree to indemnify, defend, and hold harmless Walmart Inc., and Sam's West, Inc. and their officers, directors, employees, agents, representatives, and independent contractors, from and against any and all third-party claims, actions, demands, losses, liability and injuries arising from any negligent acts or omissions or willful misconduct by any Girl Scout employees, volunteers, and troop members engaged in the Cookie Sales Campaign on the premises of Walmart or Sam's Club or as a result of a defect of the equipment and materials owned or controlled by the Girl Scouts and its direct and indirect affiliates and Local Councils and used by Girl Scouts employees or volunteers during the Campaign, excluding any and all third-party claims, actions, demands, losses, liability and injuries arising out of, either directly or indirectly, any negligent acts or omissions or willful misconduct by Walmart or Sam's Club or their respective officers, directors, employees, agents, representatives or independent contractors.

Walmart Inc. and Sam's West Inc. agrees to indemnify, defend, and hold harmless the Girl Scouts and its direct and indirect affiliates and Local Councils and their officers, directors, employees, agents, representatives (including specifically volunteers and troop members), and independent contractors from and against any and all third-party claims, actions, demands, losses, liability and injuries to the extent arising from any negligent acts or omissions or willful misconduct by any employees or agents of Walmart or Sam's Club during the Cookie Sales Campaign or as a result

of a reasonably known defect of the premises of Walmart or Sam's Club, excluding any and all third-party claims, actions, demands, losses, liability and injuries to the extent arising out of, either directly or indirectly, any negligent acts or omissions or willful misconduct by Girl Scout employees, volunteers, or troop members.

Insurance

The Girl Scouts agrees to carry comprehensive general liability insurance in an amount sufficient to cover any injuries or damages incurred in the performance of and under this Agreement and all other insurance that may be required by law. The Girl Scouts shall also maintain any and all employee-related insurance for itself and its employees, including disability, unemployment, and worker's compensation insurance.

Walmart and Sam's Club agree to carry comprehensive general liability insurance in an amount sufficient to cover any injuries or damages incurred in the performance of and under this Agreement and all other insurance that may be required by law. Walmart and Sam's Club shall also maintain any and all employee-related insurance for themselves and their employees, including disability, unemployment, and worker's compensation insurance.

The Girl Scouts agrees further that this Agreement does not create a relationship of agency, employment, partnership, joint employment or joint venture with Walmart or Sam's Club. The Girl Scouts agrees that Girl Scouts employees, subcontractors, agents, troop members, and volunteers participating in the Cookie Sales Campaign are not and will not become agents, employees, or partners of Walmart or Sam's Club and have no authority to act on behalf of Walmart or Sam's Club or to bind Walmart or Sam's Club to any contract or otherwise. The Girl Scouts will not imply or state the contrary to third parties. Neither the Girl Scouts nor its employees, subcontractors, agents, or volunteers shall be entitled to any of the rights or benefits that Walmart and Sam's Club provide to its employees. The Girl Scouts acknowledges and agrees that the Girl Scouts and its employees, subcontractors, agents, and volunteers will not be entitled to worker's compensation insurance benefits or unemployment compensation insurance benefits from Walmart or Sam's Club as a result of this Agreement or any work performed by the Girl Scouts or the Girl Scouts employees, subcontractors, agents, troop members, or volunteers under this Agreement.

Applicable Law

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

Authority

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign and bind the party on whose behalf he or she is signing this agreement.

Representatives and Successors Bound

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

Severability

If, for any reason, any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent rendered invalid, unenforceable, or illegal, then such term, covenant, or condition will be deemed to be independent of the remainder of this Agreement and severable and divisible therefrom, and its invalidity, unenforceability, or illegality will not affect or invalidate the remainder of this Agreement; and will continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those for which it has been rendered invalid, unenforceable or illegal.

Notice

Any notice required or permitted to be given pursuant to the terms and provisions hereof will be in writing and will be either hand delivered or sent by confirmed facsimile, overnight delivery service, or certified mail, return receipt requested, to the parties at their respective addresses set forth below. If hand delivered or sent by facsimile, notice shall be deemed received when actually delivered. If sent by overnight delivery service, notice shall be deemed received by the next business day, or if sent by certified mail, three days after mailing:

TO: Walmart and Sam's Club:
c/o Walmart Foundation - MS0150
702 Southwest 8th Street
Bentonville, AR 72716-0150

Attn: Kayla Burton
Phone: (615) 335-5882
Email: kayla.burton@walmart.com

TO: Girl Scouts of the USA
420 Fifth Avenue
New York, NY
10018

Attn: Kendra Kidwell, Girl Scout Merchandise
Phone: (317) 797-5095
kkidwell@girlscouts.org

With a copy to:
Girl Scouts of the USA
420 Fifth Avenue
New York, NY 10018

Attn: VP, Associate General Counsel
Phone: (212) 852-6540
Email: apelaez@girlscouts.org

SIGNATURES

WAL-MART STORES, INC.
Julie Gehrki

November 17, 2023 | 15:55 CST

SIGNATURE:
Julie Gehrki

DATE:

PRINT NAME:

Vice President, Walmart

TITLE:

GIRL SCOUTS OF THE USA

DocuSigned by:
Angela Olden
A9A010696763452...

11/7/2023

SIGNATURE:
Angela Olden

DATE:

PRINT NAME:

Chief Financial Officer

TITLE:

Exhibit A – Blackout Periods for 2024 Girl Scouts Cookie Sales Campaign

Date	Day of Week	Holiday/Event
1/2/24	Tuesday	Heavy Traffic
1/3/24	Wednesday	Heavy Traffic
1/31/24	Wednesday	Heavy Traffic
2/9/24	Friday	Heavy Traffic
2/10/24	Saturday	Heavy Traffic
2/11/24	Sunday	Super Bowl
2/14/24	Wednesday	Valentine's Day
3/28/24	Thursday	Heavy Traffic
3/29/24	Friday	Heavy Traffic
3/30/24	Saturday	Heavy Traffic
3/31/24	Sunday	Easter

Exhibit B – Blackout Periods for 2025 Girl Scouts Cookie Sales Campaign

Date	Day of Week	Holiday/Event
1/2/25	Thursday	Heavy Traffic
1/3/25	Friday	Heavy Traffic
2/7/25	Friday	Heavy Traffic
2/8/25	Saturday	Heavy Traffic
2/9/25	Sunday	Super Bowl
2/13/25	Thursday	Heavy Traffic
2/14/25	Friday	Valentine's Day
4/17/25	Thursday	Heavy Traffic
4/18/25	Friday	Heavy Traffic
4/19/25	Saturday	Heavy Traffic
4/20/25	Sunday	Easter

Exhibit C – Notice of Rules – For Sam’s Club



Notice of Rules for Solicitation and Distribution of Literature Girl Scouts Cookie Sales Campaign 2024-2025

As part of the 2024-2025 Girl Scouts Cookie Sales Campaign, we are happy to provide an area at our facility to support this campaign. This Notice is being given in conjunction with and in reference to the 2024-2025 Agreement (hereafter the “Agreement”) between Girl Scouts of the USA (hereafter “Girl Scouts”) and Sam’s West, Inc. This Notice is to be signed by the local Girl Scout Council (hereafter “Local Council”) and kept on file at the local Sam’s Club. By signing this Notice, the Local Council also agrees to abide by the applicable terms set forth in the Agreement, which has been provided by the Girl Scouts to each participating Local Council.

Sam’s Club address _____

City _____ Zip _____ County _____

Phone (____) _____ Fax (____) _____

Email _____

Club Manager making the approval _____

Club contact person during sale season _____

1. **Campaign Dates and Times** – This Notice applies to the following Campaign Period (Check One):

_____ January 2, 2024, through April 30, 2024

_____ January 2, 2025, through April 30, 2025

The following are the dates and times on which the undersigned Local Council proposes to conduct cookie sales, it being understood that the Local Council may not conduct the Campaign on the blackout dates listed on Exhibit A & B to the Agreement:

Under no circumstance will it be permissible for Local Councils to set up sales booths prior to the Campaign start date or following the Campaign end date. During the Campaign Period, each Local

Council may, subject to local store management approval, conduct cookie sales in accordance with the Agreement at each Sam’s Club in that Local Council’s area. Permitted cookie sales may occur at each facility for a total of fourteen (14) days, and only three (3) of those days may be consecutive, as per Walmart and Sam’s Club policy. **The store management at each individual Sam’s Club location must approve each Local Council’s proposed Campaign Period and the daily hours during which the Local Council will be permitted to set up and maintain sales booths, provided that such daily hours should never extend beyond the store’s or club’s hours of business.**

(List up to 14 dates and times below, with no more than 3 consecutive dates)

1.	9.
2.	10.
3.	11.
4.	12.
5.	13.
6.	14.
7.	
8.	

Please check one:

- All of the above dates and times are approved
- The above dates and times are approved **EXCEPT:** _____
- No Girl Scouts booths can be approved at this location. **REASON:** _____

Set up booth (Outside): ___ Front entrance

Please specify where you would like troops to set up the Girl Scout cookie booth and any further instructions for them (i.e. will anything be provided, etc.)

2. **Designated Area** – Provided the local store management approves the dates proposed in Section 1 above, the Local Council may place one (1) sales booth or table, approved signage, and up to six Girl Scout members per booth (and there may be booths placed at each entrance based on agreement with Sam’s Club local management). Booths must be located at least 15 feet from the entrances to and exits from the facility, to allow for safe ingress/egress. Store

management reserves the right to change the designated area for the sales booth as necessary for the safety of shoppers. There must be at least one supervising adult Girl Scout staff or volunteer at each permitted sale booth. *Girl Scout members, supervising adult staff, and/or volunteers may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.*

3. **Expectations for Girl Scout Members, Staff, and Volunteers** – Each Girls Scout member, supervising adult staff, and volunteer must adhere to the expectations set out in the Agreement with respect to appropriate behavior and appearance; the setting up and manning of the cookie sales booths; interaction with Sam’s Club shoppers; and dealing with inquires or requests from local media. In addition to those expectations, members, supervising adult staff, and volunteers may not communicate verbally or in writing any message on Sam’s Club property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.
4. **Compliance with Direction Given by Sam’s Club Management** – All Girl Scout members, supervising adult staff, and volunteers must comply with all requests from store and club management – for example, moving cookie sales booth locations. Store and club management also have the discretion to remove any member, supervising adult staff, or volunteer from the premises for violation of any of the rules and guidelines in this Notice and those set out further in the Agreement. At no point should a Girl Scout member, supervising adult staff, or volunteer attempt to challenge the direction given by the store or club manager, or his or her designee. If issues arise, the member, supervising adult staff, or volunteer should immediately contact his or her Girl Scout supervisor.

ACKNOWLEDGEMENT

I have read this Notice and the Agreement which has been provided by the Girl Scouts and agree on behalf of my Local Council to abide by their terms. Furthermore, I agree to inform each participant from my Local Girl Scout Council of the rules set forth in this Notice and the Agreement and the need to abide by them. I understand that the failure of any participant to act in accordance with the rules may result in revocation of the participants’ authority to solicit during the 2022 and 2023 Girl Scout Cookie Sales Campaign.

Signature of Representative of Girl Scout Council

Printed Name of Representative of Girl Scout Council

Date

Signature of Approving Sam's Club Manager

Printed Name of Approving Sam's Club Manager

Date

Exhibit D – Notice of Rules (Pennsylvania)

Thank you for your request. As a partner and supporter of the community, we are happy to provide an area at our facility to support local organizations and charities. Due to the number of requests we receive, and the desire to provide a safe environment for you, our associates, and our customers/members, the following rules must be observed:

1. **Prior Approval of Date and Time** – You must give us at least three days advance notice of the date and time when you wish to solicit and/or distribute literature at our facility. The Facility Manager or his/her designee will consider your request, and, upon approval, will work with you to determine a mutually agreeable date and time. Only one group/organization may use our facility at any given time. Please understand that due to business or scheduling conflicts, we cannot guarantee that we will be able to provide access to our property.
2. **Designated Area** – If your request is approved, you may solicit and/or distribute literature only in the area we designate. We reserve the right to change the designated area if a change is necessary for the commercial operation of the facility. You may not solicit or distribute literature inside our facility, including in any lobby or vestibule, at any time.
3. **Information Content** – You may not communicate verbally or in writing any message on Company property that contains or depicts violence, obscenities, pornography, gross or gruesome scenes, racial or ethnic slurs, or inflammatory slogans likely to provoke a disturbance. This restriction applies to all forms of oral communications, body gestures, signs, posters, placards, displays, handbills, or written material.
4. **Limitation of Days** – When approved, you may use our designated area to solicit or distribute literature for up to 8 consecutive hours on 3 consecutive days, but for no more than a total of 14 days per calendar year.
5. **Limitation of Participants** – No more than 15 members of your group may participate in your event.
6. **Political Solicitation and Distribution** – – In order to provide a neutral environment for our Customers/Members, political solicitation and/or distribution of literature by your group is prohibited at all times and under all circumstances anywhere on Company property, including but not limited to: soliciting signatures for nominating, referendum, or other petitions; picketing walking, standing or sitting while carrying placards; distributing leaflets, handbills, fliers, or advertisements; providing voter registration services; and using Walmart property as a forum for discussion of matters of public controversy.

7. Restriction on Prepared Foods – You are prohibited from distributing or providing any food that is not prepackaged during any time that the store location is subject to a government-issued declaration of emergency related to public health or Walmart determines such a restriction is necessary to protect customers and associates.

ACKNOWLEDGEMENT

I have read the above rules concerning solicitation and distribution of literature and agree to abide by the rules. I agree to inform each participant from my group/organization of these rules and the need to abide by them. I understand that the failure of any participant to act in accordance with these rules will result in revocation of our authority to solicit and/or distribute literature on the premises.

Signature of Participant

Date

Name of Organization

Printed Name of Participant
