

Appendix 10

Template Mandatory Anti-Corruption Clauses for Tenant Agreements

1. Compliance with Law and Policy

[Entity] agrees its performance under this Agreement will be in full compliance with the Company's Global Anti-Corruption Policy (the "Policy", available at <https://walmartethics.com>) and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. [Entity] and the Company agree that in their performance under this Agreement, they will not directly or indirectly offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, facilitation payment or other improper or unlawful payment to any government official, political party or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

2. Books and Records

[Entity] shall keep accurate books, records, and accounts with sufficient detail as to clearly reflect its transactions and disposition of its resources or assets in connection with this Agreement.

3. Right to Terminate

If the Company determines [Entity] violated the Policy, or any applicable anti-corruption law or regulations, the Company may terminate the Agreement. The Company may also suspend or terminate the Agreement if [Entity] does not comply with the ongoing anti-corruption compliance obligations set forth in this Agreement, or if [Entity] does not successfully complete due diligence re-screening.

4. Obligation to Provide Information

If for any reason, [Entity] proposes to materially change ownership or management or its current shareholders or partners transfer control of [Entity] to a third party or a third party assumes control of [Entity], [Entity] must notify the Company within thirty (30) days of such change in writing. In such case, [Entity] may be resubmitted through the Company's due diligence and approval procedure for third-party intermediaries.

[Entity] agrees to provide timely information to the Company regarding any changes to the representations made in this Agreement.

5. Obligation to Cooperate

[Entity] agrees to (1) provide assistance and cooperation in any investigations involving the Company and [Entity], and (2) submit to due diligence re-screening when requested by the Company.

6. Prohibition of representation

[Entity] acknowledges that [Entity] has not been provided with authorization from the Company, directly or indirectly, to represent to Company in any matter or to act on the Company's behalf in any way and for any purpose. [Entity] explicitly agrees that under no circumstances shall [Entity], or anyone acting on its behalf, make any representations or statements to any government entity, government official, or political party on the Company's behalf, whether directly or indirectly.

7. Assignees or Subtenants

In the event that the Agreement permits the [Entity] to assign or sublet all or part of the space to another individual or entity (as an assignee or subtenant) to use, the assignee or subtenant is subject to the terms of this Agreement. The Company must provide [Entity] with prior written authorization before [Entity] can assign or sublet all or part of the space. The assignee or subtenant must inform the Company of any affiliation with any Government Entity, Government Officials, Family Members or Close Business Associates. Permission to assign or sublet is only applicable for the specific assignment or sublease sought by [Entity] and is not transferable. [Entity] remains bound to the terms of this lease after approval of assignment or sublease by the Company even if the Company accepts rent from the assignee or subtenant.

Note: Assignees or Subtenants Clause is only required where the contract allows for such activities