

Appendix 3

Template Mandatory Anti-Corruption Clauses for Service 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. Certification of Compliance

[Entity] agrees to certify its compliance with the applicable anti-corruption laws and regulations by executing a form supplied by the Company for this purpose, either annually or when otherwise requested by the Company.

3. Right to Audit and Obligation to Cooperate

[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. [Entity] agrees the Company has the right to audit such transactions at any time and upon reasonable notice. [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.

4. Training

[Entity] agrees its employees, affiliates and other representatives responsible for its performance under this Agreement will participate in the Company's anti-corruption training, if requested by the Company.

5. Subcontractors

[Entity] must obtain prior written authorization from the Company before [Entity] engages any subcontractor to perform any services under this Agreement requiring interaction with any government entity or government official on the Company's behalf.

6. Right to Terminate

If the Company reasonably suspects [Entity] has engaged in conduct violating the Policy, or any applicable anti-corruption laws or regulations, the Company may immediately suspend payment pending the issue's resolution. 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 payment and 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.

7. Form of Payment

The Parties agree all payments made by the Company to [Entity] pursuant to this Agreement shall be made only after receipt by the Company of an invoice detailing the products or services for which [Entity] is seeking payment. All payments under this Agreement shall: (i) be made solely by check or wire transfer for the benefit of, and to the account of, [Entity] and not to any individual employee or representative of [Entity]; (ii) be denominated in [functional currency]; and, (iii) not be in cash or bearer instruments.

8. 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.