

---

## **INTERNATIONAL GIVING PROCEDURES**

---

**EFFECTIVE: July 27, 2020**

## **TABLE OF CONTENTS**

I.	Purpose and Scope .....	3
II.	Prohibited Donations .....	3
III.	Donations of Money and Goods .....	3
A.	Donations of Money and Goods .....	4
B.	Recipient Confirmation.....	4
C.	Donation Recipient Re-Screening .....	4
D.	Donations of Money and Goods to an Approved Donation Recipient .....	5
E.	Rejected Donation Recipients .....	5
F.	Reconsideration of Rejected Donation Recipients.....	5
G.	Customer and Employee Fundraising .....	5
IV.	Donations of Food .....	5
A.	Donations of Food in Low-Risk Countries .....	5
B.	Donations of Food in Other Countries .....	6
C.	Donation Recipient Re-Screening .....	7
D.	Rejected Donation Recipients .....	7
E.	Reconsideration of Rejected Donation Recipients.....	7
V.	Service Projects and Donations of Space .....	7
VI.	Emergency Donations .....	7
VII.	Public University Engagement.....	8
VIII.	Municipal Improvements.....	8
A.	Due Diligence on Outside Vendors Working on a Municipal Improvement .....	9
B.	Contract Requirements .....	9
C.	Payments to Government Entities for Municipal Improvements.....	10
D.	Completion Confirmation.....	10
IX.	Authorities Not Otherwise Covered in These Procedures .....	10
X.	Training .....	10
XI.	Document Retention .....	11
XII.	Reporting Suspected Corruption or Solicitation .....	11
A.	Requirement to Immediately Report Suspected Corruption or Solicitation .....	11
B.	How to Report Suspected Corruption or Solicitation.....	11
C.	Requirement for Points of Contact to Communicate Reports .....	11
D.	Investigations.....	12
E.	Reporting to Government Entities .....	12
XIII.	Definitions .....	12
XIV.	Appendices .....	15

## **I. PURPOSE AND SCOPE**

Walmart and its subsidiaries and affiliates (collectively, “Walmart” or the “Company”), are committed to maintaining the highest level of professional and ethical standards in conducting business in the United States and any country where Walmart operates, as set forth in Walmart’s Global Anti-Corruption Policy (the “Policy”). The Policy prohibits anyone acting on the Company’s behalf from receiving or paying a bribe or giving, offering, or promising to give money or anything else of value to any person, including any Government Official, in order to improperly influence any act or decision of a person, or to otherwise gain an improper benefit for the Company.

These International Giving Procedures (the “Procedures”) apply to donations of money, goods, food and space. They also apply to emergency donations, service projects, engagement with public universities, and municipal improvements.

These Procedures do not apply to commercial sponsorships or the disposal of items other than food that have zero value or that the Company would otherwise throw away (trash or items to be recycled). They also do not apply to donations made through programs organized by the Company for the benefit of Company employees and their families.

## **II. PROHIBITED DONATIONS**

The following Donations are prohibited:

1. Donations of physical cash or currency;
2. Donations of Money to Government Entities unless the Government Entity is a government-owned or controlled community center, park, school, library, shelter, hospital, firefighters, or fund for disaster relief, Public University, or international Red Cross entity;
3. Donations of gift cards;
4. Donations of jewelry;
5. Donations of alcoholic beverages or tobacco products;
6. Donations to a Government Official, Family Member, or Close Business Associate;
7. Donations of Money to an individual person; and
8. Political Contributions of any kind, including Donations of Space to politicians, political candidates, political campaigns, or political parties.

## **III. DONATIONS OF MONEY AND GOODS**

The Relevant Donation Authority (“RDA”) and Anti-Corruption (“A/C”) Compliance must pre-approve each Donation of Money or Goods.

## **A. Donations of Money and Goods**

All of the following must be satisfied before the Company gives a Donation of Money or Goods other than food:

- The RDA submits Appendix A – Request for Donation to A/C Compliance;
- The Donation recipient completes and signs Appendix B – Donation Recipient Questionnaire and either the RDA or Donation recipient submits the form to A/C Compliance;
- A/C Compliance obtains and reviews a due diligence report;
- A/C Compliance approves the Donation recipient and notifies the RDA in writing; and
- The RDA executes and returns to A/C Compliance a contract with the Donation recipient using the clauses in Appendix D – Template Clauses for Contracts.

Appendix B – Donation Recipient Questionnaire, a due diligence report and a contract are not required for (1) Government Entity Donation recipients or (2) one-time Donations of Goods valued at less than 50 USD.

The A/C Compliance Director may choose not to obtain an Appendix B – Donation Recipient Questionnaire, a due diligence report and a contract for a Donation of Goods valued at less than 500 USD per Facility, per month if (1) the A/C Compliance Director knows or has verified through publicly available information that the recipient is a legitimate entity with a legitimate purpose; (2) the donation will directly benefit individuals or groups in need; and (3) each of the individual items being donated are valued at less than 50 USD.

## **B. Recipient Confirmation**

The RDA must obtain and return a signed Appendix C – Donation Confirmation from the Donation recipient to A/C Compliance within 60 calendar days from the date: (1) the check was issued or payment transfer was executed or (2) the Donation was delivered. In the case of Installment Agreements, an Appendix C – Donation Confirmation is required when the final installment contribution is made. A Donation of Goods valued at less than 50 USD does not require a recipient confirmation. A/C Compliance shall have the discretion to substitute other types of receipts for Appendix C – Donation Confirmation.

## **C. Donation Recipient Re-Screening**

Generally, Donation recipients with which the Company has an ongoing relationship shall be re-screened every two years from the date on which the Donation recipient was last approved by A/C Compliance. A/C Compliance may require shorter or longer periods between re-screening for some categories of Donation recipients or for specific Donation recipients, based on relevant factors.

For re-screening, the RDA should review and confirm to A/C Compliance the accuracy of the information in Appendix A – Request for Donation. Also, the Donation recipient should complete and sign Appendix B – Donation Recipient Questionnaire and either the RDA or Donation recipient submits the form to A/C Compliance.

If an RDA learns of a material change in a Donation recipient's ownership, structure, or control, the RDA shall promptly inform A/C Compliance in writing. A/C Compliance will determine if additional screening is required.

#### **D. Donations of Money and Goods to an Approved Donation Recipient**

If an RDA wishes to give an approved Donation recipient a Donation that is not included in the executed contract, the RDA must submit to A/C Compliance a new completed Appendix A – Request for Donation and A/C Compliance must approve the new Donation before it is made. Once approved, the RDA must execute an addendum or new contract with the Donation recipient using Appendix D – Template Clauses for Contracts.

#### **E. Rejected Donation Recipients**

If A/C Compliance rejects the Donation recipient, it will notify the RDA in writing. A/C Compliance will maintain a list or database of rejected Donation recipients and make it available to the appropriate parties so that rejected Donation recipients cannot receive Donations.

#### **F. Reconsideration of Rejected Donation Recipients**

If the RDA wishes to make a Donation to a rejected Donation recipient, the RDA should work with A/C Compliance to submit an appeal, in writing, to the Global A/C Compliance Officer, who will reply to the appeal in writing. A written appeal should include the following: (1) reason(s) for the appeal, (2) evidence indicating that the previous reason(s) for rejection were mitigated and/or cleared, and (3) a new due diligence report with all red flags cleared.

#### **G. Customer and Employee Fundraising**

Funds raised by or from customers and/or employees that are paid to a Government Entity or an NGO using the Company's systems are not subject to the Procedures, provided that: (1) the contribution is made on behalf of customers and/or employees, not the Company; (2) the Company makes the payment to the Government Entity or NGO via a check, wire, or bank transfer; and (3) the contribution is recorded to the appropriate compliance sensitive account.

### **IV. DONATIONS OF FOOD**

#### **A. Donations of Food in Low-Risk Countries**

For Donations of Food in Low-Risk Countries, the RDA must pre-approve the Donation of Food. Once approved, the Company may make Donations of Food without limitation to any entity, and to any individual other than a Government Official. The RDA must record each Donation of Food by completing and maintaining Appendix E – Donation and Service Project Log.

Any Donations of Money or Goods, Service Projects, or Donations of Space in connection with a Donation of Food must be separately approved consistent with these Procedures.

The Level 2 Monitoring Team must monitor Donations of Food in Low-Risk Countries on a regular basis. Such monitoring shall include, at a minimum, identification of an appropriate

sample of Donation recipients based on risk, requiring from A/C Compliance targeted due diligence on the selected recipients and testing the completeness, accuracy and maintenance of Donation and Service Project Log entries related to those recipients.

Global A/C Compliance will determine which countries are designated as Low Risk Countries for Donations of Food. That determination will be based on the Company's annual risk assessment, the Level 2 monitoring results and such other factors Global A/C Compliance considers relevant. Generally, such designations will be made after the conclusion of the Company's annual risk assessment. Global A/C Compliance may change the designation of a Low Risk Country at any time based on the Level 2 monitoring results or other factors affecting the risk of making Donations under this section.

## **B. Donations of Food in Other Countries**

The RDA and A/C Compliance must pre-approve the Donation of Food in countries not designated as Low-Risk Countries. In those countries, all of the following must be satisfied before the Company gives a Donation of Food:

- The RDA submits Appendix A – Request for Donation to A/C Compliance;
- The Donation recipient completes and signs Appendix B – Donation Recipient Questionnaire and either the RDA or Donation recipient submits the form to A/C Compliance;
- A/C Compliance obtains and reviews a due diligence report; and,
- A/C Compliance approves the Donation and notifies the RDA in writing.

The RDA must record each Donation of Food by completing and maintaining Appendix E – Donation and Service Project Log.

The A/C Compliance Director may choose not to obtain an Appendix B – Donation Recipient Questionnaire and a due diligence report for Donations of Food if the A/C Compliance Director knows or has verified through publicly available information that the recipient is a legitimate entity with a legitimate purpose.

Appendix B – Donation Recipient Questionnaire and a due diligence report are not required for Government Entity Donation recipients. A due diligence report is not required for the first Donation of Food to a recipient not previously approved, provided the Donation is valued at less than 500 USD per Facility per month.

The Level 2 Monitoring Team must monitor Donations of Food in Other Countries on a regular basis. Such monitoring shall include identification of an appropriate sample of Donation recipients based on risk and testing for compliance with the requirements of this section.

Based on the Level 2 monitoring results, Global A/C Compliance may increase the country threshold for a first Donation of Food to 1,000 USD or require a due diligence report for all Donations of Food.

### **C. Donation Recipient Re-Screening**

Generally, recipients of Donation of Food in countries other than Low-Risk Countries with which the Company has an ongoing relationship shall be re-screened every two years from the date on which the Donation was last approved by A/C Compliance. A/C Compliance may require shorter or longer periods between re-screening for some categories of Donation recipients or for specific Donation recipients, based on relevant factors.

If an RDA learns of a change in a Donation recipient's ownership, structure, or control, the RDA shall promptly inform A/C Compliance in writing. A/C Compliance will determine if additional screening is required.

### **D. Rejected Donation Recipients**

If A/C Compliance rejects the Donation, it will notify the RDA in writing. A/C Compliance will maintain a list or database of rejected Donation recipients and make it available to the appropriate parties so that rejected Donation recipients cannot receive Donations.

### **E. Reconsideration of Rejected Donation Recipients**

If the RDA wishes to make a Donation to rejected Donation recipient, the RDA should work with A/C Compliance to submit an appeal, in writing, to the Global A/C Compliance Officer, who will reply to the appeal in writing. A written appeal should include the following: (1) reason(s) for the appeal, (2) evidence indicating that the previous reason(s) for rejection were mitigated and/or cleared, and (3) a new due diligence report with all red flags cleared.

## **V. SERVICE PROJECTS AND DONATIONS OF SPACE**

The RDA must pre-approve each Service Project and Donation of Space. The RDA must keep a written log of each Service Project and Donation of Space by completing and maintaining Appendix E – Donation and Service Project Log.

As part of a Service Project or Donation of Space, the Company may provide non-alcoholic beverage and small snacks to the recipients of the Donation without further approval. Any other Donations of Money or Goods or Donations of Food in connection with a Service Project or Donation of Space must be separately approved consistent with these Procedures.

## **VI. EMERGENCY DONATIONS**

Emergency Donations may include Donations of Goods and Food. Donations of Space or Service Projects related to an Emergency Donation are permitted without further approval. Emergency Donations may be requested by a Donation recipient or may be offered by the Company without such a request.

Emergency Donations of food, water, first-aid supplies and goods having an individual value of under 50 USD can be made without limitation on cost to any entity, or to victims and first responders to meet humanitarian needs. If circumstances permit, the responsible employee making the Emergency Donation should attempt to notify A/C Compliance before making an Emergency Donation. However, the Emergency Donation should not be delayed if A/C Compliance cannot be reached. As soon as possible after an Emergency Donation is

made, the responsible employee must fill out and submit to A/C Compliance Appendix H – Emergency Donation Notification Form.

Emergency Donations of Goods with an individual value of more than 50 USD and any Donation of Money must be approved by A/C Compliance consistent with these Procedures.

## **VII. PUBLIC UNIVERSITY ENGAGEMENT**

A Donation of Money to a Public University must be pre-approved by the RBU and A/C Compliance. To request A/C Compliance's review of a proposed Donation of Money to a Public University, the RBU must complete and submit to A/C Compliance Appendix A – Request for Donation and submit to A/C Compliance along with any supporting documentation. Appendix C – Donation Confirmation is required for a Donation of Money to a Public University. A/C Compliance shall have the discretion to substitute other types of receipts or supporting documentation for Appendix C – Donation Confirmation.

These Procedures do not apply to Public University fees charged for the following: to interview on-campus at a Public University, to participate in an on-campus job fair, to hire a student via on-campus interviewing, and internships.

## **VIII. MUNICIPAL IMPROVEMENTS**

Municipal Improvements must be reviewed by Legal and pre-approved by A/C Compliance. The process for review and approval is described below. The Company may not start work on a Municipal Improvement until the following has been completed:

- The RBU submits to A/C Compliance a completed Appendix F – Request for Municipal Improvement;
- Legal determines whether the request is permissible or Required by Law and records its conclusion on Appendix F – Request for Municipal Improvement;
- A/C Compliance records its decision on Appendix F – Request for Municipal Improvement and informs the RBU in writing of its decision and, if approved, any contract requirements, as described in Section VIII.B; and,
- A/C Compliance conducts due diligence on outside vendors as described in Section VIII.A.

If the Municipal Improvement is not Required by Law, A/C Compliance may require a written request from the Government Entity.

If the Company is engaging a Government Entity to work on a Municipal Improvement, the RBU must submit (a) all related communications with the Government Entity and (b) a comparison between the Company's calculation of the value of the work to be performed against the Government Entity's proposed price of the work or the regulated price for the work to be conducted as part of Appendix F – Request for Municipal Improvement. State-owned and state-controlled entities (collectively, "SOE") engaged to work on a Municipal Improvement are subject to the Global Anti-Corruption Guidance on State-Owned and State-Controlled Entities Acting as TPIs. If the SOE is a TPI, the RBU is not required to submit the information described in sections (a) and (b) of this paragraph.



If the RBU is requesting a payment be made in lieu of completing a Municipal Improvement Required by Law, the RBU must work with Legal to obtain a formal legal opinion that includes, at minimum, analysis of the legitimacy of the payment option and available information related to the receiving entity's purpose, legal restrictions on expenditures and reporting obligations. The RBU must submit the legal opinion as part of Appendix F – Request for Municipal Improvement.

All payments to Government Entities for Municipal Improvements must comply with Section VIII.C of these Procedures.

If the RBU learns of a change in the scope of work of the Municipal Improvement, the RBU shall promptly inform A/C Compliance in writing. A/C Compliance will determine if additional information or additional screening is required.

Municipal Improvements not permitted by law or regulation are prohibited.

#### **A. Due Diligence on Outside Vendors Working on a Municipal Improvement**

Outside vendors selected to work on a Municipal Improvement must be approved by A/C Compliance prior to commencing work on the approved Municipal Improvement. Outside vendors that are TPIs must be approved according to the International A/C Compliance Procedures. Each RBU must identify any non-TPI outside vendor needed to complete the Municipal Improvement in Appendix F – Request for Municipal Improvement. A/C Compliance will determine the appropriate level, if any, of due diligence screening for non-TPI vendors and notify the RBU of the due diligence application materials required. The RBU must notify A/C Compliance of any outside vendor identified after the date of Appendix F – Request for Municipal Improvement. A/C Compliance will determine if additional information or due diligence screening is required.

Due diligence is not required on Government Entities hired to complete work on a Municipal Improvement. A/C Compliance may require due diligence on any entity involved in the payment to a Government Entity in lieu of completing a Municipal Improvement Required by Law.

#### **B. Contract Requirements**

A/C Compliance will notify the RBU if a contract with the Government Entity or any of the non-TPI outside vendors is required. Generally, an agreement should be obtained if the Company is engaging a Government Entity to complete the work or if the Company chooses to pay a Government Entity instead of performing a Municipal Improvement. If a payment is Required by Law, a contract may not be required. When A/C Compliance determines a contract is required, the RBU must work with Legal to execute and return to A/C Compliance a contract with appropriate anti-corruption clauses, attached as Appendix D – Template Clauses for Contracts.

For those outside vendors for which A/C Compliance does not require a contract, the RBU must provide to the vendor a copy of the Company's Global Anti-Corruption Policy and the requirement of compliance with the Policy. The RBU must submit a copy of this written communication to A/C Compliance.

Exceptions to these contract requirements may only be approved by the Global A/C Compliance Officer.

### **C. Payments to Government Entities for Municipal Improvements**

Requests for Municipal Improvements that require a payment to a Government Entity must be pre-approved by the A/C Compliance Director. This authority may only be delegated to the Global A/C Compliance Officer. Any payment to a Government Entity for a Municipal Improvement that totals 100,000 USD or more must be approved by the Global A/C Compliance Officer.

Further, a payment to a Government Entity for a Municipal Improvement may only be made directly to the approved Government Entity or the designated entity approved by A/C Compliance via wire transfer or check. No other payment methods are allowed.

### **D. Completion Confirmation**

The RBU is responsible for verifying that a Municipal Improvement has been completed according to the scope described in Appendix F – Request for Municipal Improvement.

In cases where the Government Entity is both the requesting and/or the approving authority and also the entity responsible for executing work on a Municipal Improvement, the RBU has 90 calendar days from the date the Government Entity reported it has completed its work on the Municipal Improvement to submit a completion confirmation, attached as Appendix G – Confirmation of Completion of Municipal Improvement, to A/C Compliance confirming that the work has been completed consistent with the Company's expectations. In cases where the Company approved a payment to a Government Entity in lieu of completing the Municipal Improvement, the RBU must send a copy of the receipt of payment from the Government Entity or the A/C Compliance approved designated entity to A/C Compliance within 15 calendar days of the issuance of the wire transfer or check.

## **IX. AUTHORITIES NOT OTHERWISE COVERED IN THESE PROCEDURES**

A/C Compliance may require additional controls beyond what is required in these Procedures. A/C Compliance must create a written record of these additional controls and retain it in accordance with Section XI of these Procedures.

The Global A/C Compliance Officer may grant exceptions to these Procedures, in writing, on a case by-case basis.

The forms in the attached appendices are intended to identify and illustrate the information, processes, and approvals required to carry out these Procedures. In implementing the Procedures, the Company may create electronic versions of the forms (which may include information not mandated by the Procedures) and otherwise automate the workflows described in the Procedures. In doing so, it may reformat the forms to facilitate automation of the workflows.

## **X. TRAINING**

Training requirements for employees are set forth in the Global Training & Awareness Annual Requirements. A/C Compliance may request group training or training of additional

employees, and may also request more frequent training of employees than is required by the Global Training & Awareness Annual Requirements.

## **XI. DOCUMENT RETENTION**

All completed forms, written approvals or rejections, contracts, confirmations, diligence documents, and other relevant records associated with Donations, Service Projects, Public University Engagement and Municipal Improvements shall be retained in accordance with the International Anti-Corruption Procedures. Such records shall be maintained for no less than five years.

## **XII. REPORTING SUSPECTED CORRUPTION OR SOLICITATION**

### **A. Requirement to Immediately Report Suspected Corruption or Solicitation**

Every employee or Donation recipient who suspects or has information that the Company's Anti-Corruption Policy or these Procedures may have been violated shall immediately report the event. Every employee or Donation recipient who believes that he, she, or it is being solicited to improperly give something of value in violation of the Policy shall immediately report the solicitation.

Reports may be made anonymously. Anyone who makes a report will not be subject to disciplinary action or retaliation for the act of making the report, but may be subject to disciplinary action to the extent he, she, or it violated any Company policy or these Procedures.

### **B. How to Report Suspected Corruption or Solicitation**

Suspected corruption or solicitation, as noted above, shall be reported to one of the following Points of Contact:

1. The market's Ethics Helpline;
2. The market's A/C Compliance Department;
3. The Global A/C Compliance Officer;
4. Walmart's Ethics and Compliance Office;
5. Any officer of the Company; or
6. The market's Legal Department.

### **C. Requirement for Points of Contact to Communicate Reports**

If an allegation that the Policy or these Procedures may have been violated is reported to any of the Points of Contact listed above, the Point of Contact receiving the report must immediately report the information to the Office of Global Ethics in Bentonville. The report may be made by submitting the information at [www.walmartethics.com](http://www.walmartethics.com) or by using the case management system. The report must be categorized as "Anticorruption." The report may also be made via the market Ethics Helpline. Reports to Government Entities may only be undertaken as described in Reporting to Government Entities.

#### **D. Investigations**

Investigation of an alleged violation of the Policy or these Procedures shall not be commenced in any form without the written approval of the Significant Case Team, Global Investigations (“SCT”). All employees and Donation recipients shall cooperate with investigations undertaken or approved by SCT or its designee.

#### **E. Reporting to Government Entities**

No report of an alleged violation of, or solicitation subject to, the Policy, these Procedures, or relevant laws may be made, in any form, to any Government Entity, without the prior written approval of SCT, unless such a report is required by local law; however, this provision is not intended to apply to or impede an individual from communicating directly with the U.S. Securities and Exchange Commission, the U.S. Department of Justice, or equivalent non-U.S. Government Entity about a possible violation or making other disclosures that are protected under the whistleblower provisions of federal laws or regulations, nor to suggest a requirement of prior authorization or notification to the Company that such reports or disclosures have been made or will be made. If any market-level General Counsel determines that a report is required by law, the General Counsel will inform SCT in writing of the issue being reported and the means of reporting. Copies of any reports to be made as required by local law must be provided by the market-level General Counsel or its designee to SCT at least 24 hours prior to reporting to the Government Entity.

### **XIII. DEFINITIONS**

1. **Close Business Associate** – A “Close Business Associate” of a Government Official includes any person who: (a) is a current or former business partner, co-owner, co-investor, or joint-venturer with a Government Official; (b) is a consultant or advisor to a Government Official; or (c) has any other common financial interest or significant personal relationship with a Government Official.
2. **Donation** – The giving or providing of something of value (such as goods, funds, space, or services) to a third party at no charge for the purpose of supporting individuals or groups in need, providing a benefit or improved services to the community, or otherwise generating goodwill. Any reference to Donation also includes Sponsorships.
3. **Donation of Food** – Donation of Company-owned or Company-Controlled food or non-alcoholic beverages that is usually sold for consumption by humans or animals.
4. **Donation of Goods** – Donation of any Company-owned or Company-controlled item or product excluding Donations of Food. Donations of product samples shall be treated as Donation of Goods.
5. **Donation of Money** – Donation made in the form of funds transferred via check, wire, or bank transfer.
6. **Donation of Space** – Allowing a third party to use without charge a physical space within a Company Facility, physical space under the

control of the Company, or electronic space controlled by the Company. Allowing a Government Official, politician, political candidate, political campaign, or political party to use a Company Facility is not a Donation of Space if it is required by local law.

7. **Emergency Donation** – Donation to meet immediate humanitarian needs in the event of a natural or manmade disaster, such as an earthquake, flood, or terrorist attack. Emergency Donations must be for the direct benefit of the victims of the disaster, or for those providing aid directly to the victims.
8. **Facility** – Any Company facility including market, divisional, and regional Home Offices, stores, distribution centers, dark stores, clouds, depots, and warehouses.
9. **Family Member** – A “Family Member” of a Government Official includes parents, children, siblings, spouses, and spousal equivalents of a Government Official.
10. **Government Entity** – Includes but is not limited to:
  - (a) Any government department, agency, ministry, instrumentality, or entity, whether federal, central, state, or municipal, including the administrative, judicial, and legislative bodies;
  - (b) Any political party or political campaign;
  - (c) Any state-owned or state-controlled department, company, corporation, partnership, enterprise, public institution, or civil association;
  - (d) Any public international organization, such as the United Nations, the World Bank, and the International Monetary Fund; and
  - (e) Any recognized traditional or tribal council, governing body, or authority, or any recognized traditional or royal family.
11. **Government Official** – Includes but is not limited to:
  - (a) Any officer or employee of a Government Entity;
  - (b) Any person acting in an official capacity for or on behalf of a Government Entity; and
  - (c) Any candidate for a public office position or any person acting in an official capacity for or on behalf of the candidate.
12. **Installment Agreement** – An agreement that provides for recurring contributions (whether a Donation of Money, Goods, or Food) to the recipient, over a fixed period of time.

13. **Low-Risk Country** – A country designated by Global A/C Compliance as having a low corruption risk for the purposes of implementing Section IV - Donations of Food.
14. **Municipal Improvements** – Construction projects or installations or improvements of infrastructure provided to Government Entities as a benefit or improved services at no charge to the local or community government and related to a Facility. An improvement occurs when there is an addition to the original infrastructure or the condition of the infrastructure is enhanced beyond its original state. Repairs or maintenance of existing infrastructure such as sidewalks, street lamps and flower beds are not Municipal Improvements under these Procedures if such repairs are Required by Law.
15. **Non-Governmental Organization (NGO)** – A non-profit organization or entity not owned or controlled by any Government Entity or Government Official, which (a) seeks or accepts Donations for the purpose of either assisting underprivileged or underserved individuals or groups or supporting charitable or community causes and (b) does not distribute any part of its income to owners, shareholders or members of the organization.
16. **Political Contribution** – A concession of space or a transfer of goods or funds to a Government Official, politician, political campaign, or political party in support of his/her or its operation. A payment of legitimate fees for attendance at a political conference or convention is not a Political Contribution. Allowing a Government Official, politician, political candidate, political campaign, or political party to use a Company Facility is not a Political Contribution if it is required by local law.
17. **Public University** – An institution of higher education and research that is a Government Entity.
18. **Relevant Donation Authority (RDA)** – RDA means the Facility management (which includes Facility managers, Facility assistant managers, and Facility shift managers) or Corporate Affairs for the Home Office. The RDA is responsible for evaluating and selecting recipients for Donations. If the Home Office initiates and/or directs the Donation, the RDA is Corporate Affairs in the Home Office. Otherwise, the RDA is the Facility management.
19. **Required by Law** – Required by a law, statute, regulation, or the decision of a Government Entity pursuant to an approval process required by law.
20. **Responsible Business Unit (RBU)** – RBU is the specific business unit, function, or division within the Company that seeks to undertake any activity under these Procedures, such as completing a Municipal Improvement.
21. **Service Projects** – Volunteer activities by Company employees to benefit charities, local communities, or national causes for the public good.

Service Projects may involve partnering with NGOs or local Government Entities, such as schools or hospitals.

22. **Sponsorships** – The Company's support (whether a Donation of Money, Goods, or Food) of a Government Entity or NGO event, activity, or organization typically accompanied by the public display of Company brands or logos by the recipient. Payments made solely for advertising purposes are not considered Sponsorships under these Procedures.

#### **XIV. APPENDICES**

*Appendix A – Request for Donation*

*Appendix B – Donation Recipient Questionnaire*

*Appendix C – Donation Confirmation*

*Appendix D – Template Clauses for Contracts*

*Appendix E – Donation and Service Project Log*

*Appendix F – Request for Municipal Improvement*

*Appendix G – Confirmation of Completion of Municipal Improvement*

*Appendix H – Emergency Donation Notification Form*