
**INDIA GLOBAL TECHNOLOGY SERVICES (“GTS”)
ANTI-CORRUPTION COMPLIANCE PROCEDURES**

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I. PURPOSE AND SCOPE

Walmart Inc., and its subsidiaries and affiliates (collectively, 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 the Company operates, as set forth in the Company’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 Anti-Corruption Compliance Procedures (the “Procedures”) describe the processes that the Company will use to ensure compliance with the Policy and applicable domestic and foreign anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”).

Donations, Sponsorships, and Municipal Improvements are not subject to these procedures. Instead, they are defined by and subject to the Company’s International Giving Procedures.

II. PROHIBITED ACTIVITIES

The following activities are prohibited:

1. Gifts of physical cash or currency to Government Entities, Government Officials, Family Member or Close Business Associate of a Government Official;
2. Gifts of gift cards or discounted gift cards (other than what is available to the general public) to Government Entities, Government Officials, Family Member or Close Business Associate of a Government Official;
3. Gifts of store/club memberships or discounted store/club memberships to Government Entities, Government Officials, Family Member or Close Business Associate of a Government Official unless the store/club memberships are offered on the same terms to the general public; and

4. Political Contributions of any kind, including Donations of Space to politicians, political candidates, political campaigns, or political parties.

III. ANNUAL ANTI-CORRUPTION RISK ASSESSMENT

The Company will conduct annual anti-corruption risk assessments to: (1) identify and understand corruption risk exposure to inform risk-management strategies; and (2) assist with the design of corruption risk mitigation measures, training and communications plans, and monitoring activities.

IV. DUE DILIGENCE PROCEDURES FOR THIRD PARTY INTERMEDIARIES

A Third Party Intermediary ("TPI") cannot be engaged unless the TPI has:

1. completed the due diligence process described in Section IV.A;
2. been approved by A/C Compliance; and
3. executed a contract with the Company, as described in Section V.

A. TPI Identification and Due Diligence

Each Responsible Business Unit ("RBU") must identify any TPIs needed for its operations. An RBU may not submit TPI application materials on behalf of other business units or divisions. Once the RBU identifies a prospective TPI, the following due diligence review process must be followed:

1. the RBU submits to A/C Compliance a Request for Due Diligence on Candidate, attached as **Appendix 1**;
2. the TPI completes and signs a Candidate Questionnaire, attached as **Appendix 2**; and
3. the RBU or TPI submits the completed Candidate Questionnaire to A/C Compliance.

A/C Compliance will review the Request for Due Diligence and Candidate Questionnaire, determine the appropriate level of due diligence screening, and direct the Due Diligence Service Provider to prepare a report.

After analyzing the Due Diligence Service Provider's report and any other information provided by the RBU, A/C Compliance will inform the RBU in writing that it: (a) *preliminarily* approves the TPI, subject to the execution of a written contract with appropriate anti-corruption clauses (*see* Section IV.A); (b) rejects the TPI; or (c) requires more information or further due diligence to reach a decision.

B. TPI Subcontractors

TPIs must disclose to the Company any TPI Subcontractors that will be hired to perform work for or on behalf of the Company that will require interaction with Government Entities or Officials. TPI Subcontractors will be subject to due diligence screening at the level determined by A/C Compliance. TPIs may not hire TPI Subcontractors without the Company's prior approval, which includes approval from A/C Compliance. If A/C Compliance rejects the proposed TPI Subcontractor, the TPI must provide the services itself or propose a new TPI Subcontractor to be approved by A/C Compliance.

C. Rejected TPIs

A/C Compliance will maintain a list or database of rejected TPIs and TPI Subcontractors and make it available to the appropriate parties so that rejected TPIs cannot be engaged as TPIs.

D. Reconsideration of Rejected TPI

If an RBU wishes to engage a rejected TPI, the RBU should work with A/C Compliance to submit an appeal, in writing, to the head of Global A/C Compliance's Third-Party Operations & Procedures, 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.

E. TPI Re-Screening

Generally, TPI due diligence re-screening shall be completed based on the TPI's risk rating from the date on which the TPI was last approved by A/C Compliance. A/C Compliance may require shorter or longer periods between re-screening for some categories of TPIs or for specific TPIs, based on relevant factors. The processes related to the TPI risk rating are set forth in the "TPI Risk Rating Methodology".

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

If an RBU wishes to hire an approved TPI for different TPI services than those for which the TPI has been approved to perform or a different RBU wishes to hire an approved TPI for the same services, then the RBU must notify A/C Compliance in writing and complete an **Appendix 1**. A/C Compliance will determine if additional screening is required.

F. Dismissed TPI

A "Dismissed TPI" is a TPI for which due diligence procedures were either initiated or completed, but which was subsequently classified by A/C Compliance as not approved to provide TPI services. Dismissed TPIs do not include entities that are rejected by A/C Compliance on the merits.

A Dismissed TPI may not interact on behalf of the Company with any Government Entity or Government Official without prior written approval by A/C Compliance. If a TPI is dismissed, all anti-corruption-related training, annual certification, or due diligence re-screening requirements shall end unless A/C Compliance determines otherwise.

If an RBU wants to re-engage a Dismissed TPI for the same services it previously provided or for new/additional services, A/C Compliance will determine if the TPI must undergo a new due diligence review process.

G. Annual Categorical TPI Risk Assessments

At least annually, A/C Compliance shall assess the risk associated with each functional category of TPI. At A/C Compliance's discretion, an earlier than annual categorical risk assessment may be performed if the Company becomes aware of new or previously unidentified risks associated with a category of TPIs.

The annual categorical TPI risk assessments may be used by A/C Compliance to determine the requirements applied to TPIs, including the level of due diligence, the frequency of re-screening, training requirements, audits, and whether and how frequently compliance certifications will be required.

V. ENGAGEMENT PROCEDURES FOR THIRD PARTY INTERMEDIARIES

A. Written Contract Required; Vendor Number Assigned

Even if a prospective TPI has been preliminarily approved by A/C Compliance, the TPI may not engage in any activity on behalf of the Company until a written contract with appropriate anti-corruption language is executed. The TPI may not be paid until both a written contract with appropriate anti-corruption

language is executed and a vendor number is assigned, unless the TPI qualifies for conditional engagement under Section V, "Conditional Engagement of TPIs," below.

If the prospective TPI is preliminarily approved by A/C Compliance, the RBU may proceed to execute a contract with the TPI. After the contract has been executed, the RBU may obtain a vendor number for the TPI. The clauses in **Appendix 3** are mandatory unless a prior written exception or modification is approved by A/C Compliance. The RBU must provide A/C Compliance with a signed copy of the contract and any subsequent addenda.

B. Annual Certification Requirement

Generally, each TPI shall provide recurring certifications that it has read and understands the Policy, and shall further certify that it has complied and will comply with the Policy, the FCPA, and all applicable anti-corruption laws and regulations in all activities undertaken on behalf of the Company. The first certification shall be obtained no later than the one-year anniversary of the date on which the TPI was initially approved by A/C Compliance. Subsequent certifications shall be obtained no later than the one-year anniversary of the previous certification. A/C Compliance may require shorter or longer periods between certifications for some categories of TPIs or for specific TPIs, based on relevant factors. The certification form is attached as **Appendix 4**. The clauses in Appendix 4 are mandatory unless a prior written exception or modification is approved by A/C Compliance.

C. Audits of TPIs

A/C Compliance may audit TPIs on the basis of risk and other factors.

VI. CONDITIONAL ENGAGEMENT OF TPIs

A. Engagement of TPIs in Unforeseen and Time-Sensitive Circumstances

Although the Company strongly discourages the conditional engagement of TPIs, A/C Compliance may authorize conditional engagement of a TPI prior to screening, provided that all of the following conditions are met:

1. the request is approved in writing by the Vice President of the RBU seeking to hire the TPI;
2. the need to engage the TPI is an unforeseen business need;
3. the issue or matter giving rise to the request is time-sensitive;
4. the failure to engage the TPI is likely to cause significant harm to or disruption of the business, or is likely to cause significant harm to the brand, image, or reputation of the Company; and
5. the scope of the engagement is expressly limited to addressing the specific, time-sensitive business need.

The standard TPI approval process must still be undertaken as soon as possible, to be completed within 90 days of A/C Compliance approval of the conditional engagement. If the TPI is rejected by A/C Compliance, the conditional engagement shall be immediately terminated.

The above conditions will also be applicable to the engagement of any conditional TPI subcontractors.

B. Report to Global A/C Compliance

On a monthly basis, A/C Compliance shall report the following information regarding the instances of conditional engagement of TPIs to Global A/C Compliance:

1. the name of the TPI;
2. the name of the employee who requested the conditional engagement and his/her business unit;
3. the circumstances or reasons to make the conditional engagement;
4. the terms of the conditional contracts; and
5. the date when due diligence was completed, with the corresponding result.

The reporting requirements will also be applicable to the engagement of any conditional TPI subcontractors with the exception to number 4, above.

VII. BUSINESS EXPENDITURES INVOLVING GOVERNMENT OFFICIALS

All business expenditures (gifts, meals, entertainment, travel, lodging) involving Government Officials must be reasonable and directly related to a legitimate business purpose. In addition to any business unit approvals, some expenditures involving Government Officials must be pre-approved in writing by A/C Compliance, as explained below. Business expenditures involving Family Members or Close Business Associates of Government Officials are not permitted without A/C Compliance's prior written approval.

A. Gifts

Gifts given to Government Officials must comply with all of the following conditions:

1. the gift is made as a courtesy or token of regard or esteem;
2. the cost of the gift is reasonable;
3. the ceremonial value of the gift exceeds its intrinsic value;
4. the gift is given openly rather than secretly;
5. the gift is permissible under all applicable laws (including local laws);
6. the gift is not part of a systematic or long-term pattern of gift-giving; and
7. the gift is duly recorded as such in the Company's books and records.

All gifts to Government Officials must also comply with the following reporting and pre-approval requirements:

1. Gifts valued at less than 50 USD per person must be reported to A/C Compliance using **Appendix 5** within 15 business days following the date of delivery.
2. Gifts valued at 50 USD or more per person must be approved in advance by A/C Compliance. To obtain A/C Compliance's approval, the RBU must complete and submit **Appendix 5**.
3. A/C Compliance's prior written approval must be obtained for a gift to a Family Member or Close Business Associate of a Government Official.

B. Meals and Entertainment

Business meals (including, but not limited to, food, coffee, soft drinks, and refreshments) and entertainment provided to Government Officials must comply with all of the following conditions:

1. meals and entertainment must be provided in good faith;
2. the place and location shall be conducive to the exchange of information;
3. the meeting shall have a legitimate business purpose;
4. meals and entertainment must be permissible under all applicable laws (including local laws);
5. meals and entertainment must not be provided to improperly influence a Government Official; and
6. the meals and entertainment shall be duly recorded as such in accordance with established Company procedures governing books and records.

All meals and entertainment to Government Officials must also comply with the following reporting and pre-approval requirements:

1. Meals and entertainment valued at less than 50 USD per person must be reported to A/C Compliance using **Appendix 5** within 15 business days following the date of the meal and entertainment.
2. Meals and entertainment valued at 50 USD or more per person must be approved in advance by A/C Compliance. To obtain A/C Compliance's approval, the RBU must complete and submit **Appendix 5**.
3. A/C Compliance's prior written approval must be obtained for meals and entertainment provided to a Family Member or Close Business Associate of a Government Official.

In cases where circumstances do not permit an employee to obtain prior written approval for a meal or entertainment valued at 50 USD or more per person, the employee must submit a completed **Appendix 5** to A/C Compliance within one (1) business day following the date of the meal or entertainment and indicate the reason the employee could not obtain prior approval.

C. Travel and Lodging

There are certain circumstances under which the Company may pay the reasonable travel and lodging expenses, including airfare, ground transportation, hotel accommodations, and incidentals, of Government Officials. Specifically, the Company may pay bona fide and reasonable travel expenses that are directly related to: (1) the promotion, demonstration, or explanation of Company products or services; (2) the execution or performance of a contract; or (3) compliance with law.

The following rules apply to all travel and lodging expenses of Government Officials:

1. The Government Entity, and not the Company, must select the invitees.
2. The travel and accommodations must be in accordance with Company travel policies and all applicable laws (including local laws).
3. The travel or transportation must be directly between the Government Official's residence or business and the Company location to which the Government Official is traveling. Under no circumstance will the Company provide travel to any location other than to the Company location where the visit will take place.
4. Neither the Company nor individual employees may pay for a Government Official's side trips, shopping excursions, or other leisure activities.

5. During a trip provided to a Government Official, the Company may not give gifts or other tokens of appreciation to that Government Official, except as permitted under Section VII.A.
6. The Company will not pay for travel or accommodations for Family Members or Close Business Associates of a Government Official, nor any other person who does not have a good faith business interest in the planned activities associated with the travel.
7. Payment of travel expenses shall be made directly to the third-party provider of the travel services, or to the Government Entity that employs the Government Official, after receipt of a reimbursement request supported by valid receipts. Reimbursement must never be made directly to the Government Official. Travel and lodging may be paid directly to the Government Entity, before the trip is made, only if it is permissible under applicable law.
8. Travel provided to a Government Official that includes use of a corporate aircraft must be authorized and conducted in accordance with Company policies for travel on corporate aircraft.

All travel and lodging to Government Officials must also comply with the following reporting and pre-approval requirements:

1. Travel and lodging with a value of 50 USD or more per person requires prior written approval by the RBU and A/C Compliance. To obtain A/C Compliance's approval, the RBU must complete and submit **Appendix 5**.
2. Travel and lodging with a value of less than 50 USD per person must be reported to A/C Compliance using **Appendix 5** within 15 business days after the date of the travel and lodging.

D. Courtesy Beverages, Small Snacks, and Canteen Meals to On-Duty Government Officials

As part of the hospitality that the Company extends to visitors to its facilities, on-duty and properly identified Government Officials who visit the Company's facilities may be provided with light, non-alcoholic, single-serve beverages (coffee, tea, water, soft drinks, and juice), small snacks (such as a small sandwich), or a canteen meal. Any beverages, snacks, or canteen meals provided to Government Officials must be of negligible value and must be permissible under all applicable laws (including local laws).

VIII. EMERGENCY HEALTH AND SAFETY PAYMENTS

A. Emergency Health and Safety Payments

Emergency Health and Safety Payments are payments made:

1. in response to a Government Official's or Government Entity's demand for money or anything else of value under the threat of death, bodily harm, or injury to an employee or a member of the employee's family;
2. in response to a Government Official's or Government Entity's threat that an employee or family member be unjustly immediately jailed; or
3. to prevent a Government Official or Government Entity from arbitrarily appropriating or damaging an employee's property.

In such cases, the payment demanded may be made using Company funds without prior approval. Payments to prevent economic harm or the loss of business to the Company are not Emergency Health and Safety Payments and are not authorized by these Procedures.

B. Reporting of Emergency Health and Safety Payments

Emergency Health and Safety Payments of any amount must be reported immediately to the employee's supervisor or manager, A/C Compliance, and Legal. The report should include a detailed description of the circumstances of the payment, including the date and time of the payment, identification of the Government Entity or Government Official receiving the payment, location where the payment was made, the amount of the payment, and any other relevant information.

IX. REAL ESTATE TRANSACTIONS

A. Real Estate Transactions with Government Entities, Government Officials, Family Members, or Close Business Associates

If the Company intends to purchase property from, sell property to, or lease property to or from a Government Entity, Government Official, or Family Member or Close Business Associate of a Government Official, Real Estate shall obtain approval from A/C Compliance in advance of any proposed transaction (See Section IX.B. for Real Estate Transactions with Tenants). To request A/C Compliance's approval, Real Estate shall:

1. complete and submit **Appendix 6** to A/C Compliance;
2. prepare, or obtain from an independent third party, at least one fair market value ("FMV") analysis on the property; and
3. submit the FMV analysis to A/C Compliance.

An FMV analysis is not required for a real estate transaction with a Government Entity or a rent-free lease of property to a Government Official, or Family Member or Close Business Associate of a Government Official. If A/C Compliance approves the transaction, A/C Compliance may require the RBU to execute a written contract that includes the clauses in **Appendix 8** (See Section IX.B. for Real Estate Transactions with Tenants). If such a contract is required by A/C Compliance, the clauses in Appendix 8 are mandatory unless a prior written exception or modification is approved by A/C Compliance.

On the basis of risk and other factors, Global or market A/C Compliance may create exceptions to the requirements in this section. Any such exceptions, along with the reasons for those exceptions, must be documented in writing by A/C Compliance.

B. Real Estate Transactions with Tenants

, All Tenants must obtain approval from A/C Compliance To request A/C Compliance's approval, the prospective Tenant shall complete **Appendix 9** to self-report affiliation with a Government Entity, Government Officials, Family Members or Close Business Associates prior to executing a lease. Government Entities are not required to complete **Appendix 9**. Tenants with the same beneficial ownerships are not required to complete **Appendix 9** more than once unless the RBU learns of a material change in a Tenant's ownership, structure, or control, or if required by A/C Compliance.

All executed leases must include the appropriate anti-corruption language. For Government Entities, Government Officials, Family Members and Close Business Associates, the lease must include the appropriate clauses in **Appendix 8**. For all other tenants, the lease must include the clauses in **Appendix 10**

The processes and requirements related to the due diligence on Tenants are set forth in the "Due Diligence Screening Procedure for Tenants."

On the basis of risk and other factors, Global or market A/C Compliance may create exceptions to the requirements in this section. Any such exceptions, along with the reasons for those exceptions, must be documented in writing by A/C Compliance.

X. PURCHASES OF SERVICES FROM GOVERNMENT OFFICIALS, FAMILY MEMBERS, OR CLOSE BUSINESS ASSOCIATES NOT OTHERWISE COVERED IN THESE PROCEDURES

If the Company intends to purchase services from a Government Official, or Family Member or Close Business Associate of a Government Official, and the purchase is not otherwise covered in these Procedures, prior review by A/C Compliance is required. For any such purchase, the RBU must submit a completed **Appendix 7** to A/C Compliance. A/C Compliance will analyze potential risks that could arise from the purchase and approve the transaction, approve it subject to additional compliance measures, or reject it, and communicate its decision in writing to the RBU. If A/C Compliance authorizes the purchase from a Government Official, or Family Member or Close Business Associate of a Government Official, A/C Compliance may require the RBU to execute a written contract that includes the clauses in **Appendix 8**. If such a contract is required by A/C Compliance, the clauses in Appendix 8 are mandatory unless a prior written exception or modification is approved by A/C Compliance.

On the basis of risk and other factors, Global or market A/C Compliance may create exceptions to the requirements in this section. Any such exceptions, along with the reasons for those exceptions, must be documented in writing by A/C Compliance.

XI. DISCLOSURE OF FAMILIAL RELATIONSHIP WITH GOVERNMENT OFFICIALS OR OF GOVERNMENT EMPLOYMENT

The processes and requirements related to job applicant disclosures of familial relationships with Government Officials or government employment are set forth in the "Anti-Corruption Human Resources Screening Plan."

XII. MEMBERSHIPS

In addition to any other approvals required, all proposed Memberships must be approved by A/C Compliance prior to the Company's participation or payment of Membership fees. To request A/C Compliance's review of a proposed Membership, the RBU must send a completed **Appendix 11** along with any supporting documentation to A/C Compliance. A/C Compliance may request additional information or require due diligence. . On the basis of risk and other factors, Global or market A/C Compliance may create exceptions to the requirements in this section. Any such exceptions, along with the reasons for those exceptions, must be documented by A/C Compliance.

XIII. TRAINING

A. Annual Employee Training

Training requirements for employees are set forth in the Training & Awareness Enterprise Requirements and Plan Timeline. A/C Compliance may request group training or training of additional employees, and may also request more frequent training of employees.

B. TPI Training and Awareness

Training and Awareness requirements for TPIs are provided by Global A/C Compliance and set forth in the TPI Training & Awareness Requirements. A/C Compliance may request additional or more frequent training of TPIs.

XIV. DOCUMENT RETENTION

All records created in connection with these Procedures shall be maintained, either in hard copy or electronically, for five (5) years or as otherwise required by law or Company policy, from the date that the last related action occurred. For the following types of records, the last related action shall be:

1. for documents related to the approval, engagement, audit, or training of a TPI, the date that the entity was rejected, terminated, or last paid, whichever is latest;
2. for documents related to Business Expenditures Involving Government Officials, the date that the gift, meal, entertainment, or travel and lodging was provided to that Government Official; and
3. for documents related to employee training and certifications, the date that the employee's employment ended.

XV. REPORTING SUSPECTED VIOLATIONS OR SOLICITATIONS

A. Requirement to Immediately Report Suspected Violations or Solicitations

Every employee and third party who suspects a violation of the Policy or these Procedures; believes they are being asked to pay or receive a bribe; or, otherwise being directed to act in contravention of the Policy shall immediately report the event directly to Global Ethics and Compliance.

All reports to Ethics & Compliance are treated as confidentially as possible. If you are uncomfortable identifying yourself, you may make an anonymous report to the Ethics Helpline to the extent allowed by law.

B. How to Report Suspected Violations or Solicitations

Contact information for Global Ethics & Compliance:

Walmart's Global Ethics Helpline

Tel: 800-WM-ETHIC(800-963-8442) (in the U.S., Canada, Puerto Rico, or your local phone number which is listed at the end of our Code)

Mail: Attention: Global Ethics & Compliance, 702 SW 8th Street, Bentonville, AR 72716-0860

Web: www.walmartethics.com or Email: ethics@walmart.com

Specific country contact information can also be found on www.walmartethics.com

C. 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 third parties shall cooperate with investigations undertaken or approved by SCT or designee.

D. 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 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 General Counsel or its designee to SCT at least 24 hours prior to reporting to the Government Entity.

XVI. EXCEPTIONS TO PROCEDURES

The Global A/C Compliance Officer, Global A/C Compliance Deputy, or head of Global A/C Compliance's Third-Party Operations & Procedures may grant exceptions to these Procedures on a case-by-case basis. Each exception must be made in writing, and a record of each exception granted must be kept for a period of no less than five (5) years.

The forms contained 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

XVII. DEFINITIONS

A. 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.

B. Due Diligence Service Provider

A "Due Diligence Service Provider" is a third party engaged or retained by the Company to conduct due diligence reviews of third parties, such as Third Party Intermediaries and Business Partners.

C. Facility

Any of the Company's physical locations, including its regional offices, retail locations, warehouses, distribution centers, fulfillment centers, processing or manufacturing plants, and delivery hubs.

D. Family Member

A "Family Member" of a Government Official includes parents, children, siblings, spouses, and spousal equivalents of a Government Official.

E. Government Entity

The term "Government Entity" includes but is not limited to:

1. any government department, agency, ministry, instrumentality, or entity, whether federal, central, state, or municipal, including the administrative, judicial, and legislative bodies;
2. any political party or political campaign;
3. any public sector undertaking, or state-owned or state-controlled department, company, corporation, partnership, enterprise, public institution, or civil association;
4. any public international organization, such as the United Nations, the World Bank, and the International Monetary Fund; and
5. any panchayat, recognized traditional or tribal council, governing body, or authority, or any recognized traditional or royal family.

F. Government Official

The term "Government Official" includes but is not limited to:

1. any officer or employee of a Government Entity;
2. any officer or employee of a private bank;
3. any person acting in an official capacity for or on behalf of a Government Entity; and
4. any candidate for a public office position or any person acting in an official capacity for or on behalf of the candidate.

G. Membership

A "Membership" is the participation by the Company in an association, institution, chamber of commerce, or other organization to achieve a business benefit.

H. Political Contribution

A "Political Contribution" is a monetary or in-kind contribution, including the use of space, made directly or indirectly to a politician, political party, or political campaign in support of his/her or its operation. The payment of legitimate fees for attendance at a political conference or convention is not a Political Contribution.

I. Responsible Business Unit

The "Responsible Business Unit" ("RBU") is the specific business unit, function, or division within the Company that seeks to undertake any activity under these Procedures, such as engaging a Third Party Intermediary or Business Partner.

J. Tenant

"Tenant" is an individual or entity who rents or leases space from the Company, that is directly associated with a Company owned or leased Facility or land. Tenants do not include (a) recipients of a Donation of Space; (b) ATMs; or (c) advertisement and marketing space provided by the Company.

K. Third Party Intermediary

A "Third Party Intermediary" ("TPI") is a third party:

1. engaged to assist the Company in any function or business that requires or involves interaction with any Government Entity or Government Official on behalf of the Company; or
2. whose interactions with a Government Entity or Government Official in connection with its relationship with the Company may expose the Company to a corruption-related allegation.

A supplier of only goods is not a TPI.

L. TPI Subcontractor

A "TPI Subcontractor" is any person or entity hired or contracted by a TPI to assist with any aspect of the business performed by the TPI that requires interaction with any Government Entity or Government Official on the Company's behalf.