

Appendix 8

Clauses for Contracts with Government Officials/Family Members/Close Business Associates or Government Entities

MANDATORY CLAUSES FOR CONTRACTS WITH GOVERNMENT OFFICIALS, FAMILY MEMBERS, OR CLOSE BUSINESS ASSOCIATES

1. Compliance with Law and Policy

[Government Official / Family Member / Close Business Associate] agrees the execution of this Agreement and its performance set forth herein are, and 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.

[Government Official / Family Member / Close Business Associate] acknowledges and agrees that: (1) in his or her performance under this Agreement, nothing of value has been received, accepted, or used in violation of the Policy or any applicable anti-corruption laws and regulations; and (2) no part of the compensation derived from this Agreement has been or will be used as a bribe or other corrupt offer, promise, or payment to any Government Official or political party in violation of the Policy or any applicable anti-corruption laws or regulations.

2. Certifications of Compliance

If requested by the Company, [Government Official / Family Member / Close Business Associate] shall deliver a signed written statement certifying that he or she understands, is aware of, and has duly complied with the statement above and all applicable anti-corruption laws and regulations. During the term of the Agreement, such certification may be requested by the Company on an annual basis, or as otherwise required by the Company.

3. Right to Audit and Obligation to Cooperate

[Government Official / Family Member / Close Business Associate] agrees that the Company has the right to audit the transactions related to [Government Official's / Family Member's / Close Business Associate's] execution of its obligations under this Agreement at any time and upon reasonable notice. [Government Official / Family Member / Close Business Associate] agrees to provide assistance and cooperation in any investigations involving the Company and [Government Official / Family Member / Close Business Associate].

4. Right to Terminate

If the Company reasonably suspects [Government Official / Family Member / Close Business Associate] has engaged in conduct violating the Policy, or any applicable anti-corruption laws or regulations, the Company may immediately suspend payment pending resolution of the issue. If the Company determines [Government Official / Family Member / Close Business Associate] violated the Policy, or any applicable anti-corruption law or regulations, the Company may terminate the Agreement.

5. Form of 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, [Government Official / Family Member / Close Business Associate]; (ii) be denominated in [functional currency]; and (iii) not be in cash or bearer instruments.

6. Obligation to Provide Information

[Government Official / Family Member / Close Business Associate] agrees to provide timely information to the Company regarding any changes to the representations made in this Agreement.

MANDATORY CLAUSES IN CONTRACTS WITH GOVERNMENT ENTITIES

1. Compliance with Law and Policy

[Government Entity] agrees the execution of this Agreement and its performance set forth herein are, and 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. Accordingly, [Government Entity] acknowledges and agrees that no aspect of this Agreement shall be used for the personal benefit or enrichment of any Government Official or any Family Member or Close Business Associate of a Government Official. [Government Entity] further acknowledges and agrees that in connection with this Agreement, it has not received, accepted, or used anything of value in violation of the Policy or the applicable anti-corruption laws and regulations.

2. Right to Terminate

If the Company reasonably suspects [Government Entity] has engaged in conduct violating the Policy, or any applicable anti-corruption laws or regulations, the Company may immediately suspend payment pending resolution of the issue. If the Company determines [Government Entity] violated the Policy, or any applicable anti-corruption law or regulations, the Company may terminate the Agreement.