

## **E ANTI-BRIBERY CERTIFICATE**

1. “Anti-Bribery Certificate” shall mean the provisions, in their entirety, set out in Schedule E of The Agreement.
2. The Consultant hereby declares it understands and acknowledges:
  - a. EXA has clients that, as a condition of their contract with EXA, require all personnel who perform any part of The Work to sign and abide by the provisions set out in the Anti-Bribery Certificate;
  - b. The general nature and terms of the Anti-Bribery Certificate are imposed upon EXA as a condition of EXA establishing and maintaining business relationships with its clients; and
  - c. Should The Consultant breach any terms of the Anti-Bribery Certificate, not only would such a breach place The Consultant / EXA relationship at risk, but it would also risk the business relationship EXA holds with its clients.
3. Therefore, in connection with The Work, The Consultant agrees and covenants to abide by all the following provisions.
  - a. For the purposes of Schedule E to This Agreement, “Public official or Entity” means (i) any officer, employee, agent, representative, department, agency, official, corporate entity, instrumentality or subdivision of any government, military or international organization, or (ii) any candidate for political office, any political party or any official of a political party.
  - b. None of The Consultant’s principals, officers or employees of The Consultant is a government official, and official of any public international organization, a political party official, or a candidate for political office.
  - c. The Consultant agrees to comply with Laws, including without limitation, the Canadian Corruption of Foreign Officials Act (S.C. 1998, c. 34), the UK Bribery Act, 2010 and the U.S. Foreign Corrupt Practices Act, and of any other countries in which The Consultant performs The Work, and shall not cause The Consultant or EXA to be in violation of any Law or Anti-Bribery Law.
  - d. The Consultant has not, directly or indirectly through third parties, paid, promised or offered to pay, or authorized the payment of, any money or given any promise or offer to give, or authorized the giving of anything of value, to a Public Official or Entity (as defined above) for purposes of unduly obtaining or retaining business for or with, or directing business to, any person, including without limitation, The Consultant, by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public official or Entity to affect or influence any act or decision of another Public Official or Entity.
  - e. The Consultant shall ensure no part of any payment, compensation, reimbursement or fee will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback, or other improper benefit to a Public Official or Entity or The Consultant customer.
  - f. The Consultant shall ensure all its directors, officers, employees, agents, and subcontractors fully understand and shall abide by the Anti-Bribery Certificate.

**CONSULTANT AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT**  
**SCHEDULE E**

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- g. The Consultant shall immediately notify EXA in accordance with Section 5 of The Agreement if, at any time, The Consultant becomes aware of any past, current, or future act resulting in an actual or potential conflict with any Law or Anti-Bribery Law.
- h. The Consultant will provide documents and information to EXA, upon request, confirming The Consultant's compliance with this agreement, and will allow EXA (or its agents) to review The Consultant's books and records with respect to the work performed on behalf of EXA at any time.
- i. This certification is being provided to EXA in connection with EXA's decision to enter or continue a business relationship with The Consultant. If The Consultant violates any of the terms of this agreement, EXA shall have the option to terminate The MSA, together with any or all Call Ups, notwithstanding any other provision collectively within The MSA and all Call Ups. Moreover, The Consultant shall forfeit any payments owed to it by EXA upon an admission or finding that The Consultant has failed to comply with any terms of this Certification.

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Name of Resource (print)

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Date

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Resource Signature