

Schedule C

CODE OF ETHICS

Instructions: Copy, sign, date, and include this certificate for each individual performing The Work.

In all my dealings and interactions with EXA, its directors, employees, clients, and fellow resources, I hereby agree and affirm that I shall always:

1. Act honestly and legally;
2. Conduct my behaviour in a respectful and professional manner;
3. Answer questions and provide advice fully, promptly, openly, and directly;
4. Accurately account for my billable time and expenses;
5. Bill for only the work I perform, and claim only those expenses I incur, in accordance with my agreement with EXA;
6. Do my reasonable best to correct my errors when they occur;
7. Ask an EXA director for clarification when I am not clear about my expected role, duties, objectives, or conduct, or about my contractual obligations;
8. Prescribe only those solutions and approaches that add value to EXA or its customers;
9. Promise to undertake only those commitments that I can reasonably fully deliver and that satisfy the agreed objectives, budget, and schedule;
10. As soon as possible, inform an EXA director should I become aware or concerned that I will no longer be able to fulfill a commitment I made to EXA or its customer;
11. To the best of my ability, make myself available for work during the periods in which I said I was available, and to immediately notify an EXA director should my stated availability change;
12. In addition to my contractual non-disclosure obligations, reasonably respect the confidentiality of all sensitive documents and information;
13. As soon as possible, declare to an EXA director any conflicts of interest, or potential or apparent conflicts of interest, that may arise during my existing or proposed consulting assignments that may involve or impact EXA in any way; and
14. As soon as possible, report to an EXA director any serious business problems, concerns, or significantly inappropriate conduct or behaviour ("serious business problems or concerns" includes but is not limited to perceived, reported, actual, or forecasted schedule slippage, work stoppage, unsatisfactory performance, unsatisfactory deliverables, unsatisfactory quality, or high risk) on EXA related projects or contracts.

Name of Resource (print)

Date

Resource Signature