

**CEBA LOAN AGREEMENT TERMS AND CONDITIONS**

<p><b>CEBA Loan Amount</b></p> <p>\$40,000 (CAD) (the “CEBA Loan Amount” and together with the principal outstanding, applicable interest, costs, and any expenses incurred in connection therewith and provided for hereunder being, collectively, the “CEBA Loan”)</p>	<p><b>Interest Rate:</b></p> <p>0% per annum during Initial Term</p> <p>5% per annum during the Extended Term, if applicable</p>
<p><b>Initial Term</b></p> <p>From the day of advance of the CEBA Loan to December 31, 2022</p>	<p><b>Extended Term</b></p> <p>From January 1, 2023 to December 31, 2025</p>

**Background**

Having submitted the [Borrower Application and Attestation Form]<sup>1</sup> pursuant to the CEBA Program, the Borrower acknowledges and agrees that that all terms and conditions set forth in this CEBA Loan Agreement Terms and Conditions will apply to the CEBA Loan, if approved, and effective immediately when the CEBA Loan is advanced by the Credit Union to the Borrower under the CEBA Program without any further action, consent or acknowledgment from/by the Borrower and without the Borrower having provided an original signature.

**Definitions**

In this Agreement the capitalized terms, “CEBA Loan Amount”, “CEBA Loan”, “Interest Rate”, “Initial Term”, and “Extended Term” are as indicated above. Other capitalized terms (not otherwise defined in this Agreement) mean:

“Borrower” means the recipient of the CEBA Loan under this Agreement, sometimes also referred to as “You” and “Your” and “Yours”.

“Credit Union” means Innovation Credit Union Limited and its successors and assigns.

“CEBA Program” means the Canada Emergency Business Account Program.

**1. TERM LOAN**

- 1.1 Principal Amount of the CEBA Loan.** The CEBA Loan Amount will be \$40,000(CAD), available in one advance. The CEBA Loan will not revolve. The CEBA Loan cannot be re-borrowed.
- 1.2 Deposit of Loan Proceeds.** Once the CEBA Loan application is approved, the CEBA Loan will be deposited in full into the account identified by the Borrower during the CEBA Loan application as its primary chequing/business account at the Credit Union or such other account as may be determined by the Credit Union. The Credit Union is not able to advance the CEBA Loan until all requirements of the CEBA Program and any other approval required by the Government of Canada have been met.

**2. TERM, INTEREST, AND REPAYMENT**

- 2.1 Initial Term is Interest Free.** Until December 31, 2022, the CEBA Loan is interest free. This means that, during the Initial Term, (i) the interest rate payable on the CEBA Loan is zero (0%) percent per annum, (ii) the Borrower will not be required to repay any portion of the CEBA Loan, and (iii) no interest shall accrue.
- 2.2 Repayment Incentive.** As provided for in the CEBA Program, if, on or before December 31, 2022, the Borrower repays at least seventy-five (75%) percent of the CEBA Loan Amount and has not committed an Event of Default, then the remaining twenty-five (25%) percent of the CEBA Loan Amount will be forgiven.
- 2.3 Inability to Repay During Initial Term.** If less than seventy-five (75%) percent of the CEBA Loan Amount is repaid on or before December 31, 2022, the CEBA Loan will automatically extend starting on January 1, 2023 for an additional term, maturing on December 31, 2025, with an interest rate of five (5%) percent per annum and payable monthly. The Borrower agrees to this automatic extension in accordance with the terms and conditions set forth herein and acknowledges that the automatic extension will occur without any further action, consent or acknowledgment from/by the Borrower and without the Borrower having provided an original signature.
- 2.4 Extended Term Interest Rate and Payments.** During the Extended Term, if applicable, the Borrower will be required to pay interest on the outstanding CEBA Loan Amount, at the fixed rate of five (5%) percent per annum, calculated daily, compounded and payable monthly, on the last day of each month, not in advance, and the first such interest payment being due on January 31, 2023 (or such other date as may be agreed in writing by the Credit Union).
- 2.5 Maturity Date.** By December 31, 2025, the Borrower will be required to repay the entire balance, if any, of the CEBA Loan in full. Any amount of the CEBA Loan that is not so repaid will bear interest at the fixed rate of five (5%) percent per annum, calculated daily, compounded monthly, and payable on demand. Prior to December 31, 2025, there is no requirement to repay principal amounts as long as no Event of Default has occurred; interest will however be payable as described above until payment in full of the CEBA Loan Amount.

<sup>1</sup> Drafting Note - Name of Form or link back to JUDI for will need to be confirmed

**2.6 How Interest is Calculated and Payable.** The Credit Union calculates interest on the basis of a 365-day year. Interest is charged on February 29 in a leap year. Interest will continue to be payable by the Borrower both before and after maturity, default on this Agreement, and/or a judgment is rendered against the Borrower.

### **3. PREPAYMENT, COSTS & EXPENSES**

**3.1 Prepayment.** At any time during either the Initial Term or the Extended Term, the Borrower may prepay all or any portion of the CEBA Loan Amount, without penalty. **Any repayments that the Borrower makes cannot be re-borrowed. This includes repayments made at any time, including repayments made prior to December 31, 2022.**

**3.2 Cost & Expenses.** In the event of recovery, the Borrower will pay the Credit Union all of its reasonable costs and expenses (including the fees and charges of internal and external legal counsel, on a solicitor client basis and notarial fees), relating to enforcing the CEBA Loan and such costs and expenses shall constitute a debt payable by the Borrower to the Credit Union.

### **4. BORROWER'S COVENANTS**

**4.1 Purpose and Use of CEBA Loan.** The Borrower acknowledges and agrees that the CEBA Loan shall only be used to fund non-refundable operating expenses (i.e. payroll, rent, utilities, insurance, property tax and regularly scheduled debt service payments) and may not be used to fund payments of expenses such as repayment or refinancing of existing indebtedness (including other indebtedness to the Credit Union), payments of dividends, distributions, or increases in management compensation. Furthermore, the CEBA Loan may not be used for any illegal or illicit purpose and the Borrower may not repay any amount of the CEBA Loan using funds that were received or derived from any illegal or illicit activity.

**4.2 Positive Covenants.** In addition to all of its obligations in this Agreement the Borrower will: (i) pay all amounts outstanding to the Credit Union when due or demanded; (ii) maintain the Borrower's existence as a corporation, partnership or sole proprietorship, as the case may be; and (iii) pay all applicable taxes when due, and (iv) continue to carry on the business now being carried on by the Borrower.

**4.3 Negative Covenants.** In addition to all of its obligations in this Agreement the Borrower will not: (i) apply for any support under the CEBA Program at any other financial institution; (ii) sell, lease, assign, or otherwise dispose of all or substantially all of its assets; or, if applicable and without the Credit Union's prior written consent, (iii) merge or amalgamate with any other entity or permit any change of ownership or change its capital structure.

**4.4 Representations and Warranties.** The Borrower represents and warrants that **all** information provided to the Credit Union during the application process for the CEBA Loan, in the [**Borrower Application and Attestation Form**]<sup>2</sup>, and in this Agreement, is accurate and complete. The Borrower further represents and warrants that: (i) it is a legal entity or business duly registered or qualified to carry on business in Canada, and duly authorized to apply for and receive the CEBA Loan and enter into this Agreement; (ii) it has taken all action required to allow the representative to make the application for and on behalf of the Borrower; (iii) it is in compliance with all applicable laws, including laws relating to financial crimes (including anti-money laundering and anti-bribery and corruption laws) and sanction measures; and (iv) it is not engaged in any illegal or illicit activity. The Borrower understands and agrees that the Credit Union and the Government of Canada are relying on these representations and warranties in extending the CEBA Loan to the Borrower.

**4.5 Continuation and Survival of Representations and Warranties.** The Borrower undertakes to ensure that each of the representations, warranties and continuing covenants set out in this Agreement shall be complied with and remain true and correct at all times.

**4.6 Insurance.** The Borrower agrees to maintain property insurance including coverage for loss or damage caused by fire and other risks that are customarily maintained by other businesses in the Province of Saskatchewan carrying on similar business as the Borrower.

**4.7 Notice of Default.** The Borrower agrees to immediately notify the Credit Union, without delay, of any Event of Default or of any event which, following a notice period or expiry of a time period, may constitute an Event of Default.

**4.8 Third Party Control.** The Borrower acknowledges and agrees that no other entity or third-party will exercise any control over the CEBA Loan.

**4.9 Authority to Bind.** Notwithstanding any resolution previously provided to the Credit Union to the contrary, the undersigned confirms that (i) they have reviewed this Agreement and agrees to be bound by its terms, (ii) the undersigned, on behalf of the Borrower, has the ability and authority to be bound by the terms of this Agreement, and (iii) the undersigned's acceptance of this Agreement is binding between the Borrower and the Credit Union.

### **5. DEFAULT**

**5.1 Events of Default.** The Credit Union may (a) require the Borrower to repay the CEBA Loan and/or (b) withhold any amount collected or received and apply it to any portion of the CEBA Loan, without further notice or demand, upon the occurrence of any one or more of the following events of default ("**Event of Default**"): (i) the Borrower defaults in paying any amount when due hereunder; (ii) the Borrower defaults under any other loan it has with the Credit Union; (iii) the Borrower fails to comply with any of the provisions of this Agreement; (iv) the Borrower makes any false or misleading representation to the Credit Union, including without limitation, in any application for the CEBA Loan or the information certified to the Credit Union as set out in Schedule "1" attached hereto; (v) the Borrower commits an act of bankruptcy or becomes insolvent; (vi) a receiver, interim receiver, or trustee is appointed for the Borrower's business or any part of its

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<sup>2</sup> Drafting Note - Same comment as FN No.1

property, (vii) the Borrower avails itself of a law governing its bankruptcy, restructuring or reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards the Borrower under said law; or (viii) it is determined that the Borrower did not satisfy all of the requirements for the CEBA Program at the time the CEBA Loan was established.

## **6. INFORMATION, DISCLOSURE AND AUDIT**

- 6.1 Further Disclosure.** The Credit Union or the Government of Canada, and its representatives, mandataries, and/or agents may require the Borrower to provide additional information and documentation reasonably required in connection with the CEBA Loan or the CEBA Program, including without limitation, notices and directions for repayment of the CEBA Loan, information respecting the Borrower's use of the CEBA Loan proceeds, its business affairs, financial information, identification information, "know -your-customer" information (including in respect of directors, officers and signatories of the Borrower), and information required by law or in connection with general compliance activities.
- 6.2 Inspection.** At all times, the Borrower will give the Credit Union's representatives, mandataries, and/or agents the right to visit and access the Borrower's establishment(s), the right to examine its books of accounts and other records, and take excerpts therefrom or make copies thereof and to disclose same as may be required by the Government of Canada and its representatives, mandataries, and/or agents, in connection with the CEBA Program.
- 6.3 Expedited Process.** Information provided to the Credit Union in connection with the CEBA Program is for the purpose of making funding available on an urgent basis, and the Credit Union will not be held responsible for any misuse or unauthorized access to the information, nor for any actions of the Government of Canada or its agencies in connection with the CEBA Program, including any changes to or cancellation of the CEBA Program.
- 6.4 Audit.** The Borrower acknowledges and agrees that an audit may be conducted by the Government of Canada or its representatives, mandataries, and/or agents to ascertain the veracity of this attestation and the eligibility of the Borrower under the CEBA Program.
- 6.5 Surveys.** The Borrower agrees to participate in, and accurately complete in a timely manner, surveys respecting the CEBA Program as requested by the Government of Canada or its representatives, mandataries and/or agents.

## **7. MISCELLANEOUS**

- 7.1 Current, Updated, Further Information, and Further Assurances.** The Borrower will promptly notify the Credit Union in writing of any changes in its contact information, including email address, telephone number and address. The Borrower will promptly provide, or cause to be provided, to the Credit Union any and all other information, document and/or additional supporting information, at any time, as the Credit Union may require. The Borrower agrees to from time to time promptly execute such other and further instruments and documents as are or may become necessary or desirable to effectuate the intent of this Agreement or as may be required by the Credit Union.
- 7.2 Joint and Several.** You are jointly and severally (which means individually and collectively) liable to the Credit Union for the CEBA Loan with each person who is liable for the CEBA Loan.
- 7.3 Non-Waiver.** Any failure by the Credit Union to object to or take action with respect to a breach of this Agreement or upon the occurrence of an Event of Default shall not constitute a waiver of the Credit Union's right to take action at a later date based on that breach of Event of Default. No course of conduct by the Credit Union will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Credit Union's rights thereunder, which can only be amended with the express written consent of the Credit Union.
- 7.4 Other Agreements.** This Agreement applies only to the CEBA Loan. This Agreement is in addition to, and not in substitution for and does not constitute novation for, as applicable, any other account, loan, credit facility, credit agreement, promissory note, or other similar document the Borrower has signed with the Credit Union.
- 7.5 Records.** The Borrower agrees that the Credit Union's books and records are evidence of all amounts owed by the Borrower to the Credit Union.
- 7.6 Payments.** Unless specific directions are received from the Borrower advising that a payment received by the Credit Union is intended for the repayment of the CEBA Loan, the Credit Union has the right to deem that such payment is to be applied to repay any other outstanding loan the Borrower has with the Credit Union. The Credit Union may apply payments received to any part of the Loan as the Credit Union sees fit. In addition to the Account, the Credit Union may debit any account the Borrower maintains with the Credit Union for any amount owed by the Borrower under this Agreement. The exercise by the Credit Union of its right to set-off, granted hereunder or available at law, shall constitute an acknowledgement of the Borrower's indebtedness and liability hereunder.
- 7.7 Modification, Waiver, Consent.** The Borrower acknowledges that the terms and requirements of the underlying CEBA Program may change, and the Credit Union may therefore be required to change the CEBA Loan. the Credit Union will notify the Borrower of any required changes to this Agreement. If the Borrower's agreement to a change is required by law, regulation or otherwise, the Borrower will be deemed to have agreed to such change. Save for which, any other modification or waiver of any provision of this Agreement, or any consent to any departure by the Borrower, shall not be effective in any event unless the same is in writing and signed by the Credit Union, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given.
- 7.8 Fees.** Other than as set forth in Section 3.2 hereof in the event of enforcement, no fees are payable by the Borrower to the Credit Union in connection with the CEBA Loan. Note that a nominal servicing fee is paid by Export Development Corporation to the Credit Union.

- 7.9 Who is bound by this Agreement.** This Agreement shall be binding on and enure to the benefit of the Credit Union and its successors and assigns and shall also be binding on the Borrower and, as applicable, the Borrower's heirs, successors and personal representatives - including executors and administrators. The Borrower must obtain the Credit Union's written consent to assign this Agreement to another person. the Credit Union may assign this Agreement at any time, without notice to the Borrower and without the Borrower's consent.
- 7.10 Sharing of Information.** The Credit Union may share information about the Borrower, including, without limitation, financial information about the Borrower, together with information about the CEBA Loan, with Export Development Canada and the Government of Canada or its agents for administration and governance of the CEBA Loan and for determination of qualification for CEBA Loan forgiveness. Moreover, in addition to any rights that the Credit Union may have regarding the collection and disclosure of your information, the Borrower authorizes the Credit Union to obtain information about the Borrower from, and disclose information about the Borrower to other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for the Borrower or on the Credit Union's behalf.
- 7.11 Tax & Accounting Implications.** The Borrower is solely responsible for any tax, accounting, or other financial consequences resulting from this CEBA Loan and the Borrower acknowledges and agrees that it has retained and received any and all such advice from its own independent, certified professional advisors, prior to executing this Agreement.
- 7.12 Governing Law.** This agreement shall be governed by and in accordance with the laws of the Province of Saskatchewan. If any provision of this Agreement is prohibited by or is invalid or unenforceable under any law so applicable hereto, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- 7.13 Method of Communications.** The Borrower authorizes the Credit Union to transmit any communication related to this Agreement or the CEBA Loan electronically to the email address provided in support of the CEBA Loan application or to the email address already on record in the Borrower's membership file. For the mutual protection of the Borrower and the Credit Union, we may record all telephone calls that relate to the use of or include instructions for using Electronic Banking Services. The Borrower also acknowledges that the Credit Union may communicate with You by ordinary, uninsured mail or other means, including hand delivery or facsimile transmission. Mailed information is deemed to be received by You five days after mailing. Delivered information is deemed to be received when delivered or left at your address. Messages sent by facsimile are deemed to be received when the Credit Union receives a fax confirmation.
- 7.14 Credit agencies, etc.** In this section, "you" means the business applicant, member or customer that is not an individual. In addition to any rights that the Credit Union and its affiliates may have regarding the collection and disclosure of your information, you authorize the Credit Union to obtain information about you from, and disclose information about you to, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on the Credit Union's behalf.
- 7.15 Loan Insurance.** Unless insurance is otherwise purchased by You the loan is not insured in the event of death, disability or critical illness.
- 7.16 Acknowledgement.** You acknowledge that: (i) the CEBA Loan is made in accordance with the CEBA Program and is being instituted and administered by the Credit Union at the request of and on behalf of Export Development Canada, on behalf of Her Majesty in Right of Canada, and (ii) you have certified to the Credit Union that the information set out in Schedule "1" attached hereto, as required by the Government of Canada is accurate and correct.
- 7.17 Borrower Bound by CEBA Loan Agreement Terms and Conditions by Submission of Application.** By submitting the application for the CEBA Loan to the Credit Union, the Borrower agrees to be bound by the terms and conditions set forth in these CEBA Loan Agreement Terms and Conditions, if approved, and that such terms and conditions will govern the CEBA Loan and will become effective immediately when the CEBA Loan is advanced by the Credit Union to the Borrower; if applicable, without any further action, consent or acknowledgment from/by the Borrower and without the Borrower having provided an original signature.

SCHEDULE A  
TO THE AMENDED AND RESTATED  
PROGRAM ADMINISTRATION AGREEMENT  
MADE AS OF JULY 3, 2020

FORM OF QUALIFYING BORROWER ATTESTATION - ENGLISH  
ATTESTATION OF THE BORROWER

TO: \_\_\_\_\_ (the "Lender")

AND TO: Government of Canada, Export Development Canada and their respective agents and/or consultants (collectively, the "GOC")

The undersigned hereby certifies to, and agrees with, the Lender and the GOC for and on behalf of the Borrower that:

1. I have the ability and authority to bind the Borrower.
2. The Borrower is a business that is a sole proprietorship, partnership or a Canadian controlled private corporation ("CCPC") that was in operation in Canada on March 1, 2020. The Borrower's legal name on record with the Canada Revenue Agency ("CRA") is XXXXXX and its business, operating, or trade name (if different from its legal name) is XXXXXX. Please note that a sole proprietor's legal name is the individual's legal name as it is recorded in the CRA's Business Number (BN) registry. A CCPC's legal name must be written as it appears in its (federal or provincial) corporate registry. A partnership's legal name is the partnership's legal name as it is recorded in the CRA's Business Number (BN) registry.
3. The Borrower has a CRA Business Number (BN).

*Note: Applicants should complete either Part A below OR Part B below or, if there are separate attestations for CEBA 1.0/2.0 Applicants and CEBA 3.0 Applicants, then Part A should be included in the form of attestation for CEBA 1.0/2.0 Applicants and Part B should be included in the form for CEBA 3.0 Applicants.*

PART A (Complete PART A if total employment income paid to employees in 2019 was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000)

4. The following information is true and accurate (and the Borrower understands that the GOC will verify the accuracy of such information):
  - a) the Borrower's total employment income paid in the 2019 calendar year was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000.
  - b) the Borrower's CRA Business Payroll Number (BN) (15 digits), as reported at the top of the Borrower's 2019 T4 Summary of Remuneration Paid (T4SUM), is: XXXXXXXXXXXRPXXXX; and

*Note: Usually a Borrower will have only one CRA Payroll Program Account, but some Borrowers have more than one. If the Borrower has more than one CRA Payroll Program Account, please enter the first one in the series.*

- c) the total employment income reported by the Borrower on all employee T4 slips for 2019 is: Cdn.\$XXXX.XX.

*Note: Total employment income can be calculated by adding the amounts shown in Box 14 on each of the Borrower's 2019 T4SUM statements, except where the Borrower also pays employment income that is tax-exempt under the Indian Act. In this case, the sum of all tax-exempt employment income for 2019 as reported in Box 71 of each employee's T4 slip for 2019 should be added to the above total of all amounts shown in Box 14 of the Borrower's T4SUM statements. For additional clarity, where a Borrower has more than one CRA Payroll Program Account, and therefore more than one T4SUM statement, total employment income paid in the 2019 calendar year is the sum of the amounts shown in Box 14 of ALL OF the Borrower's 2019 T4SUM statements plus, if applicable, the sum of all tax-exempt employment income reported in Box 71 of the T4 slips for 2019 of ALL OF the Borrower's employees. A Borrower cannot obtain more than one loan under the Program (as defined below), even if the Borrower has more than one CRA Payroll Program Account.*

5. The Borrower can and shall demonstrate the above information by presenting applicable records if and when requested upon audit by the GOC, and the Borrower shall cooperate with the GOC in conducting such audits including, without limitation,

requesting or instructing third parties to provide information as may be necessary.

6. The Borrower consents to the Lender providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of this Attestation.

[Note: End of Part A]

OR

PART B (Complete PART B if total employment income paid to employees in 2019 was Cdn.\$20,000 or less or if the Borrower declares no employment income was paid in 2019)

4. The following information is true and accurate (and the Borrower understands that the GOC will verify the accuracy of such information):

a) the Borrower's total employment income paid in the 2019 calendar year was Cdn.\$20,000 or less or the Borrower had no employment income paid in the 2019 calendar year;

b) the Borrower's CRA Business Number (BN) (9 digits), is: XXXXXXXXXX;

c) the Borrower has filed tax return(s) with the CRA for 2019 (or if its tax returns for 2019 have not yet been submitted, 2018) and the following information is true and accurate:

(i) the most recent year in which the Borrower has filed an income tax return with the CRA is: [Note: Applicant selects 2018 or 2019]

(ii) if the Borrower is a partnership, the legal name of the partner applying for the loan under the Program (as defined below) (which the Borrower understands will be used for identity confirmation purposes) is: XXXXXXXXXX;

(iii) for the year selected in (i) above, the Borrower's business income as reported on its tax return is as follows (as applicable, for the appropriate entity/business type):

- if the Borrower is a corporation (i.e. incorporated business), as reported on line 400 of the Borrower's latest T2 is: Cdn.\$XXXXXXX; or
- if the Borrower is an un-incorporated business, as reported on the following lines of the Borrower's latest T1 (either 2018 or 2019), is as indicated below:

T1 Return: Self-Employment Income Complete if latest T1 is 2018 Complete if latest T1 is 2019 Field name 2018 Tax Year Field Number and corresponding income, if any 2019 Tax Year Field Number and corresponding income, if any Net Business income 135 (income: Cdn.\$XXX) 13500 (income: Cdn.\$XXX) Net Professional income 137 (income: Cdn.\$XXX) 13700 (income: Cdn.\$XXX) A-4 Net Commission income 139 (income: Cdn.\$XXX) 13900 (income: Cdn.\$XXX) Net Farming income 141 (income: Cdn.\$XXX) 14100 (income: Cdn.\$XXX) Net Fishing income 143 (income: Cdn.\$XXX) 14300 (income: Cdn.\$XXX)

d) as at March 1, 2020, the total incurred and projected Eligible Non-Deferrable Expenses (as defined in Section 7 below) that the Borrower was or is legally or contractually obligated to pay in the 2020 calendar year (including such Eligible Non-Deferrable Expenses actually paid from and after January 1, 2020) are (i) more than Cdn.\$40,000 net of Excluded Benefits (as defined below), and (ii) less than Cdn.\$1,500,000 including Excluded Benefits (as defined below).

For greater certainty, the Borrower shall not be eligible under the Program (as defined below) in the event that its total Eligible Non-Deferrable Expenses (as defined below) after deducting Excluded Benefits (as defined below) is equal to or less than Cdn.\$40,000. For greater certainty, in the event that the Borrower has a total amount of Eligible Non-Deferrable Expenses of more than Cdn.\$1,500,000, the Borrower does not become eligible under the Program solely by virtue of excluding Excluded Benefits from that amount; and

e) the Borrower has in its possession documents evidencing more than Cdn.\$40,000 of aggregate Eligible Non-Deferrable Expenses of the Borrower (e.g. a copy of the lease with the Borrower's landlord for the year 2020, copies of material contracts,



etc.), excluding any Excluded Benefits (each such document and any amendments thereto, if applicable, an “Eligible Non-Deferrable Expense Document”). The Borrower has uploaded or will upload on <https://application-demande.ceba-cuec.ca/> (the “Web Page”) each of the Eligible Non-Deferrable Expense Documents prior to being provided the loan under the Program by the Lender and understands that failure to upload the Eligible Non-Deferrable Expense Documents will disqualify the Borrower under the Program. Each Eligible Non-Deferrable Expense Document that has been or will be uploaded to the Web Page by the Borrower (i) is a true, complete and correct copy of the original document, and (ii) is in full force and effect under which the Borrower is legally obligated to make the payments provided for thereunder and the amounts payable under such documents are not disputed by the Borrower, in each case, as of the date of uploading. “Excluded Benefits” referenced in this Part B means the aggregate amount of the benefits the Borrower has received, or is expecting to receive by December 31, 2020, in support or subsidies under any other Government of Canada COVID response program (“GOC COVID Response Programs”) including the ones listed at the end of this Attestation.

5. The Borrower can and shall demonstrate the above information by presenting applicable records (which shall include, for greater certainty, evidence of contractual obligations) if and when requested upon audit by the GOC, and the Borrower shall cooperate with the GOC in conducting such audits including, without limitation, requesting or instructing third parties to provide information as may be necessary.

6. The Borrower consents to the GOC disclosing information requested in this Attestation to the Borrower’s payees and/or contractual counterparties including, without limitation, its landlords, lessors, insurers, telephone, internet and utility providers, contractors, licensors (or other governing body), lenders, creditors, employees and other government organizations (“Payees”) for the purposes of auditing and verifying the accuracy of any such information or records and documentation evidencing same. The Borrower further consents to each of the Payees cooperating with the GOC in respect of such audit and hereby requests and instructs each of the Payees to provide such information, records and documentation (which may, for greater certainty, may include personal information) as may be requested by the GOC for this purpose. The Borrower agrees to the GOC sharing this consent with the Payees as required and acknowledges that each of the Payees shall be entitled to rely upon the foregoing consent and instruction. The Borrower consents to the Lender providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of this Attestation.

[Note: End of Part B]

7. Per the requirements of the Canada Emergency Business Account Program (the “Program”), as set out by the Government of Canada, the undersigned acknowledges that the funds from the loan under the Program shall only be used by the Borrower to pay Eligible Non-Deferrable Expenses (as defined below) of the Borrower.

“Eligible Non-Deferrable Expenses” means the following expenses (and only the following expenses) incurred or to be incurred in 2020 provided that they are not deferrable after 2020:

- (i) wages and other employment expenses to independent (arm’s length) third parties;
- (ii) rent or lease payments for real estate used for business purposes;
- (iii) rent or lease payments for capital equipment used for business purposes;
- (iv) payments incurred for insurance related costs;
- (v) payments incurred for property taxes;
- (vi) payments incurred for business purposes for telephone and utilities in the form of gas, oil, electricity, water and internet;
- (vii) payments for regularly scheduled debt service;
- (viii) payments incurred under agreements with independent contractors and fees required in order to maintain licenses, authorizations or permissions necessary to conduct business by the Borrower; and
- (ix) any other expense in a category other than the above as may be indicated by GOC under the Web Page from time to time as being an Eligible Non-Deferrable Expense for the purpose of the Program.

For greater certainty, the following expenses are not Eligible Non-Deferrable Expenses and the Borrower cannot use the funds received under the Program to pay such expenses: any other payments or expenses such as prepayment/refinancing of existing indebtedness, payments of dividends, distributions and increases in management compensation, in each case except to the extent that such expense falls under part (ix) above.

8. The Borrower has an active business chequing/operating account with the Lender, which is its primary financial institution. This business account was opened on or prior to March 1, 2020 and the Borrower was not in arrears on its existing borrowing facilities, if applicable, with the Lender by 90 days or more as at March 1, 2020.

9. The Borrower has not previously used the Program or the COVID Indigenous SMEs Initiative and will not apply for support under the Program at any other financial institution or for support under the COVID Indigenous SMEs Initiative.

10. The Borrower understands that (a) any attempt to have more than one loan under the Program may result in default under the loan in respect of which this Attestation is being provided, prosecution or other enforcement measures available at law or otherwise and (b) receiving support under the COVID Indigenous SMEs Initiative disqualifies the Borrower under the Program and may result in default under the loan in respect of which this Attestation is being provided, prosecution or other enforcement measures available at law or otherwise.

11. The Borrower agrees to participate in post-funding surveys conducted by GOC and agrees that relevant contact information of the Borrower can be shared with the GOC for that purpose.

12. The Borrower acknowledges its intention to continue to operate its business or to resume operations.

13. Per the requirements of the Program, as set out by the Government of Canada, the Borrower confirms that:

- a) it is not a government organization or body, or an entity wholly owned by a government organization or body;
- b) it is not a non-profit organization, registered charity, union, or a fraternal benefit society or order, or an entity owned by such an organization, unless the entity is actively carrying on a business in Canada (including a related business in the case of a registered charity) that earns revenue from the regular supply of property/goods or services;
- c) it is not an entity owned by any Federal Member of the Parliament of Canada or Senator of the Parliament of Canada; and
- d) it does not promote violence, incite hatred or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age or mental or physical disability, contrary to applicable laws.

14. The Borrower acknowledges that the Lender, and the GOC, will rely upon the accuracy of this Attestation and associated documentation (including copies of Eligible NonDeferrable Expense Documents) in making loans and advances to the Borrower pursuant to the Program and acknowledges and agrees that an audit or investigation may be conducted by the Lender or by the GOC to ascertain the veracity of this Attestation and such information and documentation and the eligibility of the Borrower under the Program. The Borrower also consents to the sharing between the Lender and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.

15. The Borrower acknowledges that any breach of or inaccuracy in any statement or information provided herein or in any associated documentation shall result in the Borrower's ineligibility under the Program, trigger an immediate obligation to repay to the Lender any loans made to the Borrower under the Program, and could result in the criminal prosecution of the individual making the Attestation, the Borrower, and other individuals involved in the provision of inaccurate information on behalf of the Borrower. Knowingly submitting inaccurate information or documentation as part of this Attestation could result in criminal penalties of up to 14 years' imprisonment, as well as significant fines, and the court-ordered repayment of any monies advanced.

16. The Borrower understands and agrees that all information (including, for greater certainty, any personal information) obtained or maintained by the Lender or the GOC in connection with the Program, including the information included in this Attestation and other documentation, can be shared between the Lender and the GOC including for the purposes of administering, monitoring and auditing the Program and/or for research and statistical purposes relating to the Program. The Borrower hereby consents to the Lender and the GOC collecting and using such information for these purposes.

17. For the purposes of verifying the Borrower's eligibility for this Program, the Borrower hereby authorizes the CRA to share its business income and expenses, business number, legal name and address in respect of the 2018 and/or 2019 and/or 2020 tax years with the GOC, and further authorizes Export Development Canada and its agents to act as the Borrower's representative with the CRA in order to share such required information in respect of the Borrower.

18. The Borrower consents to the GOC publicly releasing its name by way of posting on a government website and/or tabling in a Parliamentary report or publication, as may be required for the Government of Canada to satisfy public accountability requirements.

19. The Borrower acknowledges and agrees that neither the GOC nor the Lender shall be liable for any damages arising from



the use by others of information or other materials (including the Eligible Non-Deferrable Expense Documents) obtained through electronic, telecommunications or other information transmission systems (including the Web Page) except to the extent such information or other materials have been obtained by others as a result of the actions of the GOC or the Lender, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or the Lender.

*Current list of GOC COVID Response Programs: Canada Emergency Wage Subsidy, 10% Temporary Wage Subsidy, Canada Emergency Commercial Rent Assistance, Regional Relief and Recovery Fund, Futurpreneur Canada, Northern Business Relief Fund, Fish Harvester Grant, relief measures for Indigenous businesses, and \$250 million COVID-19 IRAP (Industrial Research Assistance Program) Subsidy Program.*

[Digital, Click through or voice-recorded and stored “I agree” permitted with date stamp.] A-9 F