

COMPLETION INSTRUCTIONS

Canada Emergency Business Account 60K Application and Loan Agreement, Form 9139

The Canada Emergency Business Account 60K Application and Loan Agreement, Form 9139, is used to record the information required for a sole proprietorship, partnership, or Canadian-controlled private corporation to apply for participation in the Canada Emergency Business Account Program. The Program, launched by the Government of Canada, provides eligible businesses access to capital through loans administered through participating financial institutions and funded by the federal government. Program requirements and eligibility criteria have been modified multiple times since the Program's launch. **For all first-time applications submitted after December 4, 2020, please confirm that you are using the latest version of this form.**

- ✓ CEBA 60K borrowers have not previously received support under the CEBA program, and fall under the same criteria as CEBA 3.0 or CEBA 4.0.
- ✓ Information from the borrower's 2019 T4 Summary of Remuneration Paid ("T4SUM") is required to complete Part A of this application.
- ✓ For borrowers applying under the Non-Deferrable Expenses Stream (Part B), Business Income from a 2018 or 2019 T1 (unincorporated business) or T2 (corporation), is also required to complete this application.

Completion Instruction Figures

In general, completion of the form is self-explanatory. However, note the completion instructions related to the figures on the following pages. Buttons indicate that only one option can be chosen; pre-filled Loan Information boxes indicate requirements determined by the Government of Canada.

Canada Emergency Business Account 60K Application and Loan Agreement	Canada Emergency Business Account 60K Application and Loan Agreement	Canada Emergency Business Account 60K Application and Loan Agreement	Canada Emergency Business Account 60K Application and Loan Agreement	Canada Emergency Business Account 60K Application and Loan Agreement
<p>Figure 1</p> <p>16-Digit Business Payout Number appears on receipt or B-digit CRA Business Number</p> <p>Figure 2</p> <p>Business Income 2019 (only after a system)</p> <p>Figure 3</p> <p>Loan Information</p> <p>Figure 4</p> <p>ATTESTATION OF BORROWER</p> <p>Figure 5</p> <p>Part A</p> <p>Figure 6</p> <p>Part B</p> <p>Figure 7</p> <p>Part C</p> <p>Figure 8</p> <p>Part D</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 1</p> <p>16-Digit Business Payout Number appears on receipt or B-digit CRA Business Number</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 2</p> <p>Business Income 2019 (only after a system)</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 3</p> <p>Loan Information</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 5</p> <p>Part A</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 6</p> <p>Part B</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 7</p> <p>Part C</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>
<p>Figure 8</p> <p>Part D</p>	<p>Figure 4</p> <p>ATTESTATION OF BORROWER</p>	<p>Figure 5</p> <p>Part A</p>	<p>Figure 6</p> <p>Part B</p>	<p>Figure 7</p> <p>Part C</p>

Overview of the Canada Emergency Business Account 60K Application and Loan Agreement

The Canada Emergency Business Account 60K Application and Loan Agreement, Form 9139, consists of interrelated documents. These documents include: The Application and Loan Agreement, Attestation of the Borrower, and Terms and Conditions of the application and loan agreement. Together, these documents are the legal contract with the Credit Union and the Government of Canada that binds the business or the signer(s), as applicable, for the duration of the loan.

The Application and Loan Agreement contains information about the borrower and outlines the eligibility conditions, imposed by the Government of Canada, to apply under the two streams of participation within the Canada Emergency Business Account Program.

Summary of the Form

The form is used when a Canadian business applies for support under the Canada Emergency Business Account Program. It can be used to:

- Apply for a new loan of \$60,000, under the Government of Canada's Emergency Business Account Program. Note that applicants seeking to expand an existing CEBA loan should use Form 9281 and associated completion instructions (Form 9282).
- Record client identification information required by law.
- Record the required, stream specific qualification information.
- Record loan details, including interest rates applicable during the initial and extended term.
- Assist the borrower with understanding the provisions of the Attestation and Terms and Conditions that are required to participate in the CEBA program.

Use of the Form

The form is to be completed once the credit union has either confirmed that the borrower has an active business chequing/operating account or has opened a business account for the applicant.

For borrowers applying under the Non-Deferrable Expenses Stream, there is an additional component that the borrower is responsible for outside the completion of this form. As part of completing Form 9139, the credit union should advise the borrower to upload applicable supporting documentation directly to the "Web Page" as defined in Part B of the Attestation of the Borrower.

Before completing the form:

- ✓ Confirm that the borrower is an existing member, and has not previously used CEBA in connection with any credit facility established with the credit union.
- ✓ Confirm that the borrower is a business that is a sole proprietorship, partnership, or a Canadian-controlled private corporation that was in operation in Canada on March 1, 2020.
- ✓ Encourage prospective applicants to conduct a pre-screen on the EDC/Government of Canada website (<https://verify-verifier.ceba-cuec.ca/>) to determine potential eligibility.
- ✓ Verify that the Authorized Signatory (the individual applying for the CEBA program on behalf of the borrower) has the ability and authority to bind the borrower.
- ✓ Confirm with the borrower that the borrower has an active CRA Business Number with an effective date of registration on or prior to March 1, 2020.

Figure 1

LENDER INFORMATION	
Credit Union Name (full name of the "Credit Union") and Address	Date
BUSINESS INFORMATION	
Authorized Signatory (full legal name) 1	Contact Information for Authorized Signatory (phone, email)
Legal Business Name (the "Borrower") (include in brackets the legal name of the partner applying, if the business is a partnership) 2	
Trade or Operating Name 3	
Business Address (Street, Suite, Province, Postal Code, Country)	
15-Digit Business Payroll Number (appears on T4SUM) or 9-Digit CRA Business Number 4	
Total Amount of Employment Income Paid in 2019 (see as reported by the Borrower on all employee T4 slips) – Note: Total employment income can be found in Box 14 of the Borrower's 2019 T4SUM. For the limited number of Borrowers who also pay employees tax-exempt employment income under the Indian Act, please also add such employment income for 2019, as reported in Box 71 of all employee T4 slips for 2019. 5	

- 1** Once verified, record Authorized Signatory details here. The Authorized Signatory is the individual applying for the Program on behalf of the business, who must be authorized to do so and have the power to bind the business to the agreement.
- 2**
 - For a sole proprietorship, enter the individual's legal name as it is recorded in the CRA's Business Number (BN) registry.
 - For a partnership, enter the partnership's legal name as it is recorded in the CRA's BN registry.
 - For a Canadian-controlled private corporation, enter the legal name as it appears in its (federal or provincial) corporate registry.
- 3** Enter the Trade or Operating name of the business, as applicable.
- 4** This is required for all applications.
- 5** Enter the borrower's Total Employment Income Paid in 2019 here. This is required for all applicants; however, borrowers applying under the Non-Deferrable Expenses Stream (PART B) may not have paid any employment income in 2019.

Figure 2

Business Income 2019 <i>(Only if Part B applies)</i>		
<i>If the Borrower is a corporation (i.e., incorporated business), enter the business income as reported on line 400 of the Borrower's latest T2.</i>		
Most Recent Income Tax Filing Year <input type="radio"/> 2018 <input type="radio"/> 2019 1		Business Income (Line 400) 2
<i>If the Borrower is an un-incorporated business, complete the chart below.</i>		
3	T1 Return: Self-Employment Income	Complete if latest T1 is 2018
	Net Business income	135 (income: Cdn. \$ _____)
	Net Professional income	137 (income: Cdn. \$ _____)
	Net Commission income	139 (income: Cdn. \$ _____)
	Net Farming income	141 (income: Cdn. \$ _____)
	Net Fishing income	143 (income: Cdn. \$ _____)
		Complete if latest T1 is 2019
		13500 (income: Cdn. \$ _____)
		13700 (income: Cdn. \$ _____)
		13900 (income: Cdn. \$ _____)
		14100 (income: Cdn. \$ _____)
		14300 (income: Cdn. \$ _____)
4	Business Account Number <i>(required for transfer into account)</i>	SIC Code
		5

- 1** If the borrower is a corporation applying through the Non-Deferrable Expenses Stream (PART B), information from the borrower's most recently filed CRA income tax return is required to complete this section. Indicate here whether information was obtained from the 2018 or 2019 return. If not applicable, leave blank.
- 2** If the borrower is a corporation, and applying through the Non-Deferrable Expenses Stream, information from the borrower's latest T2 is required. Enter business income as reported on Line 400 here (please note, if the tax return is a T2 short, enter business income as reported on Line 300). If not applicable, leave blank.
- 3** If the borrower is an unincorporated business, and applying under the Non-Deferrable Expenses Stream, information from the borrower's most recent T1 is required to complete the applicable section of the chart. The columns have been separated for clarity around the differences in line numbers between 2018 and 2019 T1's. If not applicable, leave blank.
- 4** This is applicable to all borrowers. Enter the existing Business Account Number here.
- 5** Record the Canadian Standard Industrial Classification (SIC) code applicable to the borrower's business. If this code is not provided, enter the applicable North American Industry Classification System (NAICS) Canada code instead.

Figure 3

LOAN INFORMATION		
Loan Amount 1 CAD\$ 60,000	Interest Rate (during Initial Term) 2 0% per annum during Initial Term	Initial Term Date 4 December 31, 2022
	Interest Rate (during Extended Term) 3 5% per annum during Extended Term	Extended Term Date 5 December 31, 2025
Frequency of Interest Payments Monthly, on the last day of each month or the next following business day		First Interest Payment Date January 31, 2023

- 1 The program loan amount has been pre-filled. Under CEBA 60K, borrowers no longer have the option to apply for a reduced amount.
- 2 During the Initial Term, which ends December 31, 2022, no interest shall accrue. This has been determined by the Government of Canada and is pre-filled on this Form.
- 3 During the Extended Term, which follows the Initial Term and ends on or before December 31, 2025, the interest rate shall be 5% per annum. This has been determined by the Government of Canada.
- 4 During the Initial Term, subject to the terms and conditions of the loan, the borrower is not required to repay any portion of the loan. However, repaying the outstanding balance of the loan on or before December 31, 2022, may result in a portion of the loan being forgiven.
- 5 If the loan is still active following the Initial Term (i.e., the borrower has not yet paid it in full), subject to the terms and conditions of the loan, the loan will be converted to a three-year term and the borrower will be required to make interest-only payments on a monthly basis, starting January 31, 2023.

Figure 4

Canada Emergency Business Account 60K Application and Loan Agreement

ATTESTATION OF THE BORROWER

TO: The Credit Union (the "**Lender**")

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

The above noted Authorized Signatory 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 an active operating 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 has not received any loan under the Canada Emergency Business Account Program (the "**Program**"). The Borrower's legal name on record with the Canada Revenue Agency ("**CRA**") and its business, operating, or trade name (if different from its legal name) are as set out on the front page of this application and loan agreement. *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 an active CRA Business Number (BN) with an effective date of registration on or prior to March 1, 2020, as set out on the front page of this application and loan agreement.

1 PART A

(PART A and PART C apply 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 as set out on the front page of this application and loan agreement; and
 - c) the total employment income reported by the Borrower on all employee T4 slips for 2019 is as set out on the front page of this application and loan agreement.
- 2 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.
- 3 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.

OR

- 1 PART A outlines the eligibility criteria applicable to borrowers applying under the Payroll Stream.
- 2 Discuss with the borrower the requirement to provide applicable records, and to cooperate fully, if and when the Government of Canada conducts an audit.
- 3 Discuss the need for the borrower to consent to the credit union providing the Government of Canada evidence of electronic confirmation by the borrower of its attestation.

Figure 5

Canada Emergency Business Account 60K Application and Loan Agreement

1 PART B

(PART B and PART C apply 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 as set out on the front page of this application and loan agreement;
 - c) the Borrower has filed an income tax return 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 (2018 or 2019) is as set out on the front page of this application and loan agreement;
 - (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 as set out on the front page of this application and loan agreement;
 - (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):

Note: For partnerships, input business income below as reported for the partner identified in (ii) above.

☐ if the Borrower is a corporation (i.e., incorporated business), as reported on line 400 of the Borrower's latest T2 is as set out on the front page of this agreement; 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 set out on the front page of this agreement.

- 2 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

- 3 e) the Borrower has in its possession documents evidencing more than Cdn.\$40,000 of aggregate Eligible Non-Deferrable Expenses of the Borrower (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 for clarity, while the Canada Emergency Commercial Rent Assistance ("CECRA") program is a GOC COVID Response Program, it is understood that: (i) if the Borrower is a commercial property owner, forgivable loan(s) received or to be received by such Borrower from Canada pursuant to the CECRA program are not a benefit for the purpose of calculating the aggregate amount of Excluded Benefits; and (ii) if the Borrower is a commercial tenant, the aggregate reduction in such Qualifying Borrower's rental payments resulting from its property owner's application for a forgivable loan pursuant to the CECRA program are a benefit for the purpose of calculating the aggregate amount of Excluded Benefits.

Figure 5 (continued)

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.

CANADA EMERGENCY BUSINESS ACCOUNT 60K APPLICATION AND LOAN AGREEMENT

PAGE 4 OF 10

4

Canada Emergency Business Account 60K Application and Loan Agreement

PART B CONTINUED

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.

Figure 5 Instructions

- ① PART B outlines the eligibility criteria applicable to borrowers applying under the Non-Deferrable Expenses Stream.
- ② To be eligible under this stream, borrowers must have eligible non-deferrable expenses in 2020 of more than Cdn.\$40,000 net of excluded benefits and less than Cdn.\$1,500,000 including excluded benefits.
- ③ If the borrower has eligible non-deferrable expenses within the specified range, discuss with the borrower the requirement to upload additional supporting documentation (i.e., copies of receipts, invoices, agreements) to the "Web Page". Also have a discussion with the borrower about excluded benefits and the impact of applying for support under more than one Government of Canada COVID Response Program (a current list of these programs can be found at the bottom of PART C).
- ④ Discuss with the borrower the requirement to provide applicable records, and to cooperate fully, if and when the Government of Canada conducts an audit. Also discuss the requirement for the borrower to consent to the Government of Canada disclosing information in the borrower's attestation to the borrower's payees and/or contractual counterparties for the purposes of auditing and verifying the accuracy of information or records provided.

Figure 6

PART C

(Part C applies to all applicants)

- 1 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 (i) Eligible Non-Deferrable Expenses (as defined below) or (ii) other expenses of the types described in clauses (i) – (ix) of the below definition of Eligible Non-Deferrable Expenses of the Borrower incurred or to be incurred in 2021.

"**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;
- (ix) payments incurred for materials consumed to produce a product ordinarily offered for sale by the Borrower; and
- (x) 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, increases in management compensation and increases of the compensation of related parties, in each case except to the extent that such expense falls under part (x) above.

- 2 8. The Borrower has an active business chequing/operating account with the Lender. The Borrower has not previously used the Program and has not used the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* and will not apply for support under the Program at any other financial institution or for support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* (unless its application to the Program is declined, in which case the Borrower undertakes not to re-apply under the Program).

The Borrower certifies:

- (i) that its business is facing ongoing financial hardship (including, for example, a continued decline in revenue or cash reserves, or an increase in operating costs) as a result of the COVID-19 pandemic;
- (ii) that it intends to continue to operate its business or to resume operations; and
- (iii) that in response to the COVID-19 pandemic it has made all reasonable efforts to reduce its costs and to otherwise adapt its business to improve its viability.

The Borrower will not use any loan received under the Program to make any payment or pay any expense other than Eligible Non-Deferrable Expenses. Specifically, the Borrower will not use any loan received under the Program to make any prepayment/refinancing of existing indebtedness, any payment of dividends, distributions or increases in management compensation or to increase the compensation of related parties.

- 3 9. The Borrower understands that (a) any attempt to have more than a total maximum loan amount of Cdn\$60,000 under the Program or any attempt to obtain a loan under the Program from more than one financial institution may result in default under the loan(s)

CANADA EMERGENCY BUSINESS ACCOUNT 60K APPLICATION AND LOAN AGREEMENT

PAGE 5 OF 10

PART C CONTINUED

under the Program, prosecution or other enforcement measures available at law or otherwise and (b) receiving support under the *COVID Indigenous SMEs Initiative* or under the *Regional Relief and Recovery Fund* disqualifies the Borrower under the Program and may result in default under the loan(s) under the Program, prosecution or other enforcement measures available at law or otherwise.

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

- 5 11. The Borrower acknowledges and agrees that clerical errors in this Attestation may be corrected by the GOC on the basis of validation of information obtained from the CRA, the Borrower, the Lender or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided to the Lender or the GOC by the Borrower verbally or in writing at any time is true and correct as if provided under this Attestation.

Figure 6 Instructions

- ① Review Eligible Non-Deferrable Expenses categories with the borrower, and make clear that the final determination of whether an expense is an Eligible Non-Deferrable Expense lies with the Government of Canada.
- ② Confirm that the borrower understands that receiving support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* disqualifies them under the CEBA program. Review the eligibility requirements that the business be facing ongoing financial hardship as a result of COVID-19, intends to continue to operate its business or resume operations, and has made all reasonable efforts to adapt its business to improve viability. Discuss the requirement for loan proceeds to only be used to pay Eligible Non-Deferrable Expenses.
- ③ Confirm that the borrower has not submitted any application or entered into any agreement for support under the Program with the credit union, and ensure the borrower understands that applying for support under the Program at more than one financial institution may result in ineligibility under the Program, default under this Agreement, prosecution, or other enforcement measures available at law or otherwise.
- ④ Discuss with the borrower the requirement to participate in post-funding surveys conducted by the Government of Canada, or any of its agents, and the need for the borrower to consent to its contact details being shared with the Government of Canada for that purpose.
- ⑤ Discuss with the borrower the requirement for them to acknowledge and agree that any clerical errors in this attestation may be corrected by the GOC on the basis of validation of information obtained from sources the GOC determines to be reliable, acting reasonably.

Figure 7

- ① 12. 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.
- ① Confirm with the borrower these four requirements of Program eligibility, as determined by the Government of Canada.

Figure 8

- 1** 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 Non-Deferrable 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.**
 - 2** 16. The Borrower understands and agrees that all information (including, for greater certainty, any personal information or taxpayer information as defined under s. 241 of the *Income Tax Act*) 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.
 - 3** 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.
 - 4** 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 willful 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 and Canada Emergency Rent Subsidy.*

- 1** Review this section with the borrower to ensure the borrower acknowledges that the credit union, and the Government of Canada, will rely upon the accuracy of the information and documentation provided and that any breach of or inaccuracy in any statement or information provided may result in the borrower's ineligibility under the program, default under the agreement, and could result in criminal prosecution.
- 2** Ensure the borrower understands and agrees that all information obtained or maintained by the credit union in connection with the program, can be shared between the credit union and the Government of Canada in connection with the program. Also discuss the requirement for the borrower to authorize the Canada Revenue Agency to share relevant information with the Government of Canada for the purposes of verifying eligibility, and further authorize Export Development Canada and its agents to act as the borrower's representative with the Canada Revenue Agency.
- 3** Discuss the requirement for the borrower to consent to the Government of Canada publicly releasing its name to satisfy public accountability requirements.
- 4** Review responsibilities concerning liability for any damages related to the Application and loan.