

Attestation – \$60,000 Loan - Payroll Stream

Please confirm ALL of the following statements are true and accurate in order for your organization to meet the eligibility requirements under the Canada Emergency Business Account program:

The undersigned hereby certifies to, and agrees with, RBC and the GOC (Government of Canada, Export Development Canada and their respective agents and/or consultants) for and on behalf of the organization that all of the following statements are true and accurate (and the organization understands that the GOC will verify the accuracy of such information).

I have the ability and authority to bind the organization.

The organization is an active operating business that is a sole proprietorship, partnership or a Canadian-controlled private corporation that was in operation in Canada on March 1, 2020.

The organization has not received any loan under the *Canada Emergency Business Account Program* (the “**Program**”).

The organization has an active CRA Business Number with an effective date of registration on or prior to March 1, 2020.

The organization’s total employment income paid in the 2019 calendar year was greater than \$20,000 CAD and less than \$1,500,000 CAD.

The organization can and shall demonstrate the organization’s total employment income paid in the 2019 calendar year by presenting applicable records if and when requested upon audit by the GOC, and the organization shall cooperate with the GOC in conducting such audits including, without limitation, requesting or instructing third parties to provide information as may be necessary.

The organization consents to RBC providing to the GOC the data elements necessary to evidence electronic confirmation by the organization of its Attestation.

Per the requirements of the Program, as set out by the Government of Canada, the undersigned acknowledges that the funds from the loan(s) under the Program shall only be used by the organization to pay (i) Eligible Non-Deferrable Expenses (as defined below) of the organization or (ii) other expenses of the type described in the definition of Eligible Non-Deferrable Expenses of the organization 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: wages and other employment expenses to independent (arm’s length) third parties; rent or lease payments for real estate used for business purposes; rent or lease payments for capital equipment used for business purposes; payments incurred for insurance related costs; payments incurred for property taxes; payments incurred for business purposes for telephone and utilities in the form of gas, oil, electricity, water and internet; payments for regularly scheduled debt service; payments incurred under agreements with independent contractors and fees required in order to maintain licenses, authorizations or permissions necessary to conduct business by the organization; payments incurred for materials consumed to produce a product ordinarily offered for sale by the organization; and any other expense in a category other than the above

as may be indicated by the 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 organization 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 such expense falls under a category indicated by the GOC under the Web Page from time to time as being an Eligible Non-Deferrable Expense for the purpose of the Program.

The organization has an active business chequing/operating account with RBC.

The organization was not in arrears on its existing business borrowing facilities, if applicable, with RBC by 90 days or more as at October 31, 2020.

The organization has not previously used the Program and has not used ~~or~~ 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 Fund and Recovery Fund* (unless its application to the Program is declined, in which case the organization undertakes not to re-apply under the Program).

The organization 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 organization 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 organization 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.

The organization understands that (a) any attempt to have more than a total maximum loan amount of \$60,000 CAD 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) 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 organization 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.

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

The organization 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 organization, RBC or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided to RBC or the GOC by the organization verbally or in writing at any time is true and correct as if provided under this Attestation.

Per the requirements of the Program, as set out by the Government of Canada, the organization 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 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 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.

The organization acknowledges that RBC, 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 organization pursuant to the Program and acknowledges and agrees that an audit or investigation may be conducted by RBC or by the GOC to ascertain the veracity of this Attestation and such information and documentation and the eligibility of the organization under the Program. The organization also consents to the sharing between RBC and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.

The organization acknowledges that any breach of or inaccuracy in any statement or information provided to RBC or the GOC including under this Attestation, or in any associated documentation shall result in the organization's ineligibility under the Program, trigger an immediate obligation to repay to RBC any loan(s) made to the organization under the Program, and could result in the criminal prosecution of the individual making this Attestation, the organization, and other individuals involved in the provision of inaccurate information on behalf of the organization. **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.

The organization understands and agrees that all information (including, for greater certainty, any personal information) obtained or maintained by RBC or the GOC in connection with the Program, including the information included in this Attestation and other documentation, can be shared between RBC 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 organization hereby consents to RBC and the GOC collecting and using such information for these purposes and sharing same with each other.

For the purposes of verifying the organization's eligibility for this Program, the organization 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 RBC, and further authorizes Export Development Canada and its agents to act as the organization's representative with the CRA in order to share such required information in respect of the organization.

The organization 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.

The organization acknowledges and agrees that neither the GOC nor RBC 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 RBC, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or RBC.

I attest and certify to, and agree with, RBC and the Government of Canada, for and on behalf of the organization, that all of the statements above are true and accurate.