



## **Canada Emergency Business Account Program (\$60,000 Expanded Program) ("CEBA Program") Loan Agreement**

By submitting a loan application under the CEBA Program through HSBC Bank Canada ("HSBC"), and by clicking 'submit' (or similar) on the application site to indicate its agreement, the applying organization (referred to as the "Borrower"):

- agrees that these terms and conditions will apply to the loan, if approved and advanced
- confirms the attestations provided through the application process
- confirms its understanding that these terms and conditions are binding on it as a result of submitting its application, without an original signature from the Borrower.

The CEBA Program is instituted and administered at the request of the federal government, Her Majesty in Right of Canada and its agencies, including Export Development Canada (collectively, the "Government of Canada").

**Your application is subject to review and approval by HSBC and the Government of Canada and to the continuing availability of the CEBA Program.**

### **1.0 Principal Amount of Loan**

\$60,000 (CAD), available in a single advance.

### **2.0 Deposit of Loan Proceeds**

If fully approved, your loan will be deposited in full to the account indicated on your application or as otherwise approved by HSBC. HSBC is not able to advance your loan until all requirements of the CEBA Program and any approval required by the Government of Canada have been met.

### **3.0 Interest and Repayment**

**3.1** The loan is interest-free (0% per annum) until and including **December 31, 2022**.

**3.2 Repayment Incentive: If you repay \$40,000 of the principal amount of the loan advanced by December 31, 2022, then \$20,000 will be forgiven. No further advances will be permitted, and the loan will be irrevocably cancelled and terminated once repayment is made in full. Requests for forgiveness of any principal where more than \$40,000 of the principal amount has been repaid are subject to review and approval by HSBC.**

**3.3** If the loan has not been fully re-paid by its maturity date, December 31, 2022, the outstanding amount of your loan will be automatically extended (unless you advise us otherwise) starting on January 1, 2023 for an additional 3-year term maturing on **December 31, 2025**.

**3.4** Commencing **January 1, 2023**, interest on the outstanding amount of the loan will be payable at the rate of 5% per annum, payable monthly or as otherwise advised by HSBC.

**3.5** You may repay the principal **up until December 31, 2025** without penalty.

**3.6 The full amount of your loan (including principal and interest) is due and payable on December 31, 2025.** Prior to that date, there is no requirement to repay principal amounts as long as no default has occurred; interest will however be payable as described above until payment in full.

**3.7** Any repayments that you make cannot be re-borrowed. This includes repayments made at any time, including repayments made prior to December 31, 2022.

#### 4.0 Fees

No other fees are payable to HSBC in connection with the loan.<sup>1</sup>

#### 5.0 Purpose and Use of the Loan

**5.1** In accordance with the requirements of the CEBA Program, the Borrower agrees to use funds from the loan only to pay (i) Eligible Non-Deferrable Expenses (as defined below) of the Borrower or (ii) other expenses of the type described in clauses (i) to (x) of the 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 offered for sale by the Borrower; and
- (x) any other expense in a category other than the above as may be indicated by GOC or on the website: <https://application-demande.ceba-cuec.ca/> from time to time as being an Eligible Non-Deferrable Expense for the purpose of the CEBA Program.

For greater certainty, the following expenses are not Eligible Non-Deferrable Expenses and the Borrower cannot use the funds received under the CEBA 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 clause (x) above.

**5.2** The loan may not be used for any illegal or illicit purpose, and the Borrower must not repay the loan using funds derived from any illegal or illicit activity.

**5.3** HSBC acknowledges that the Borrower’s use of the loan is not considered to violate restrictions in other agreements with HSBC that may restrict the Borrower from incurring additional indebtedness.

**5.4** Creditor insurance is not available for this loan.

#### 6.0 Confirmation of Acknowledgments and Attestations

By applying for the loan, the Borrower confirms and certifies to HSBC that the information given in the application and through the application process, including information provided through an HSBC website and any website of the Government of Canada or its agents in connection with the CEBA Program or through any other form of application, is correct and complete, and the acknowledgments and attestations provided in the application are accurate and binding on the Borrower. For greater certainty, the Borrower confirms the certifications and statements in attestations provided by it during the application process for the CEBA Program, including those outlined on the attached Schedule “A”, which are deemed to be

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<sup>1</sup> A nominal administration fee is paid by Export Development Canada to HSBC Bank Canada.

repeated as representations and covenants, as appropriate, in this Loan Agreement. For ease of reference, the acknowledgments and attestations provided in the application are included on Schedule "A" of this Agreement. The Borrower acknowledges that the Attestation is provided to and for the benefit of HSBC, the Government of Canada, Export Development Canada and their respective agents and/or consultants who will rely upon the accuracy of these attestations and associated documentation in making loans and advances pursuant to the CEBA Program.

## 7.0 Representations and Warranties

The Borrower represents and warrants that:

- (a) It is a legal entity or business duly registered or qualified to carry on business in Canada, and duly authorized to apply for and eligible to receive the loan in accordance with the CEBA Program requirements and enter into this Agreement.
- (b) It has not previously obtained a loan under the CEBA Program nor used the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund*.
- (c) 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 sanctions measures.
- (d) It is not engaged in any illegal activity, including any activity to evade or violate sanctions laws.

## 8.0 General Covenants

The Borrower agrees that while the loan is outstanding:

- (a) It will not merge, amalgamate, change its ownership structure, seek dissolution, liquidation or winding-up, or cease operations without notifying HSBC.
- (b) It will maintain insurance reasonably appropriate for its business.
- (c) It will comply in all material respects with all present and future applicable laws, including environmental laws.
- (d) It will not apply for support under the CEBA Program at any other financial institution, it will not apply for or accept more than one CEBA Program loan at HSBC, and it will not apply for or accept support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* (unless its application to the CEBA Program is declined, in which case the Borrower undertakes not to reapply).
- (e) It will notify HSBC immediately if it becomes aware that any attestation or statement made through the application process or in connection with the loan, was incorrect, false or incomplete.
- (f) It will notify HSBC immediately if it seeks protection from or an arrangement with creditors, makes a proposal in bankruptcy, or proceedings are commenced by the Borrower or a creditor seeking winding-up, relief, insolvency, bankruptcy, liquidation, the appointment of a receiver/trustee, or other similar event.
- (g) At all times it will comply with the provisions of the attestations provided by it.

## 9.0 Default and Termination

**9.1** HSBC may declare a default under the loan, accelerate the repayment date of the loan, demand repayment of the loan, including any interest owing in respect of the loan, terminate the loan, and, at its option and without limitation, it may assign HSBC's rights in respect of the loan to the Government of Canada, in any the following circumstances:

- (a) The Borrower fails to pay any principal or interest when due respecting the loan.
- (b) The Borrower is in default under any other business loans made by HSBC or other obligations owing to HSBC, or if HSBC terminates the provision of services to the Borrower for any reason, including due to concerns relating to fraud, financial crimes or compliance-related matters.
- (c) The Borrower breaches any covenant, including, without limitation, its commitment to use the proceeds as specified, its commitment to comply with the payment requirements set out in this Agreement, its undertaking not to apply for or accept a CEBA Program loan at more than one financial institution or to apply for or accept more than one CEBA Program loan at HSBC, or

to attempt to have more than a total maximum loan amount of Cdn. \$60,000 under the CEBA Program, its undertaking not to receive support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund*, or its commitment to comply with applicable law, or it does not comply with any other requirement of this Agreement or attestation

- (d) The Borrower or any other person provided inaccurate, false or incomplete statements, documentation or information in the Borrower's application or attestation or at any time after the loan was advanced, including false statements in, or failing to comply with, any attestation, associated documentation, or agreement made or provided in connection with the loan.
- (e) The Borrower seeks protection from or makes a proposal to or an arrangement with creditors, commences proceedings or makes a proposal in bankruptcy, or proceedings are commenced by the Borrower or a creditor seeking winding-up, relief, insolvency, bankruptcy, liquidation, the appointment of a receiver/trustee, liquidator or sequestrator or other person with similar power with respect to the Borrower or a substantial part of its property, or other similar event under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)*, the *Winding-Up and Restructuring Act (Canada)*, the *United States Bankruptcy Code*, or any other bankruptcy, insolvency or analogous law and such proceeding or action is not dismissed or stayed within 30 days or results in an order substantially as requested.
- (f) Proceedings are commenced for the dissolution, liquidation or winding-up of the Borrower, unless such proceedings are being actively and diligently contested in good faith to the satisfaction of HSBC, or if a decree or order is enacted for the dissolution, liquidation or winding-up of the Borrower.
- (g) If it is determined that the Borrower breached any material representation or warranty provided or did not satisfy all of the requirements for the CEBA Program at the time the loan was established.
- (h) HSBC no longer provides banking services to the Borrower, or
- (i) The Government of Canada declines to approve the loan or HSBC is directed by the Government of Canada to terminate and demand repayment of the loan.

**Making a false statement or providing inaccurate or incomplete information in an attestation or other information, or breach of any requirement of the loan or the CEBA Program may require immediate repayment and termination of the loan.**

## **10.0 Information, Disclosure, Audit**

- 10.1** HSBC or the Government of Canada, and its representatives and auditors, may require the Borrower to provide additional information and documentation reasonably required in connection with the loan or the CEBA Program, including, without limitation, notices and directions for repayment of the loan, information respecting the Borrower's use of the 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 compliance activities. The Borrower agrees to permit HSBC to examine and copy its books and records as reasonably required in relation to the loan and disclose same as required by the Government of Canada or in connection with the CEBA Program.
- 10.2** Information provided to HSBC in connection with the CEBA Program is for the purpose of making funding available on an urgent basis, and HSBC cannot be held responsible for any misuse or unauthorized access to the information, whether through electronic transmission systems or otherwise, 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.
- 10.3** The Borrower acknowledges and agrees that an audit, investigation, examination or monitoring may be conducted by HSBC or the Government of Canada or any of its agents to ascertain the veracity of the attestation and other information and documentation provided by the Borrower and the eligibility and compliance of the Borrower under the CEBA Program. **The Borrower understands and agrees that all information (including, for greater certainty, any personal information) obtained or maintained by HSBC or the GOC in connection with the CEBA Program, including information included in**

**an attestation, obtained from the CRA and other documentation can be shared between HSBC and the GOC including for the purposes of administering, monitoring and auditing the CEBA Program and/or for research and statistical studies relating to the CEBA Program. The Borrower hereby consents to HSBC and the GOC collecting and using such information for these purposes and sharing same with each other.**

**10.4** 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 agencies.

### **11.0 Indemnity**

The Borrower will indemnify HSBC for all losses, damages, and reasonable out-of-pocket costs and expenses incurred by HSBC, including counsel fees, in connection with the administration, enforcement or protection of its rights in connection with this Agreement or the loan.

### **12.0 Changes to the Agreement and the CEBA Program**

**12.1** The Government of Canada may make changes to, or cancel, the CEBA Program from time to time. HSBC is not responsible for any changes to the CEBA Program that might affect the Borrower.

**12.2** HSBC will use reasonable efforts to notify the Borrower of any changes to the CEBA Program. HSBC will also notify the Borrower in advance of any changes made by HSBC to this Agreement.

### **13.0 Assignment**

HSBC may sell, assign or transfer any or all of HSBC's rights under this Agreement or in connection with the loan or any cash flow relating to the loan to the Government of Canada. The Customer is not permitted to assign any rights or obligations in connection with this Agreement. This Agreement is binding on any successor of the Borrower.

### **14.0 Partnership**

If the Borrower is a general partnership, the obligations of the partners of the partnership are joint and several.

### **15.0 Other Agreements**

Other agreements the Borrower may have with HSBC, including the terms of any account agreement, will continue and are not amended by these terms and conditions. The loan under the CEBA Program will rank subordinate to any other loan facility the Borrower may have with HSBC.

### **16.0 Choice of Language**

The Borrower has requested this Agreement and all related documents be in English. *Toutes les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

### **17.0 How to Contact Us; Complaints**

If you have any questions or concerns respecting the loan, call us at 1-877-955-HSBC (4722) or contact your relationship manager. Information respecting the CEBA Program is also available on this Government of Canada website: [www.ceba-cuec.ca](http://www.ceba-cuec.ca).

## **Schedule A to the CEBA Program Loan Agreement CEBA Program Attestation of the Borrower**

**TO: HSBC Bank Canada ("HSBC")**

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

### **Overview: This Part applies to all Borrowers.**

The individual applying for the loan on behalf of the Borrower hereby certifies to, and agrees with, HSBC and the GOC for and on behalf of the Borrower that:

1. The individual applying for the loan has 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 reported on the Borrower's application. (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.

### **PART A: This Part A applies only to Borrowers who are applying as payroll applicants (eg. for whom total employment income paid to employees in 2019 was greater than CAD\$20,000 and less than CAD\$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 CAD\$20,000 and less than CAD\$1,500,000;
  - b) The Borrower's CRA Business Payroll Number (BN) (15 digits including the last 6 digits starting with the letters "RP") as reported at the top of the Borrower's 2019 T4 Summary of Remuneration Paid (T4SUM), and if the Borrower has more than one CRA Payroll Program Account then the first one in the series, has been accurately provided to HSBC on the application; and
  - c) The total employment income reported by the Borrower on all employee T4 slips for 2019 has been accurately provided to HSBC on the application.

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 HSBC providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of the Attestation provided through the application process and to providing a copy of this Attestation to the GOC.

**PART B: This Part B applies only to Borrowers who are applying as Non-Deferrable Expense Applicants (eg. for whom total employment income paid to employees in 2019 was CAD\$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 CADT\$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) has been accurately reported on the application.
  - c) the Borrower has filed tax return(s) with the CRA with a tax year-end ending in calendar year 2019 (or if its tax returns for 2019 have not yet been submitted, 2018) and confirms the following information that has been provided on the application is true and accurate:
    - (i) the Borrower has filed an income tax return with the CRA with a tax year ending in 2019 or, if its tax return for 2019 has not yet been submitted, 2018;
    - (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 indicated on the application;
    - (iii) for the year selected in (i) above on the application, the Borrower's business income as reported on its tax return, and as applicable for its business type, is as indicated on the application;
      - Note: For partnerships, business income is to be reported on the application as reported for the partner identified in (ii) above and as completed on the application.
      - If the Borrower is a corporation (i.e., incorporated business), business income is as reported on line 400 of the Borrower's T2 or on line 300 of the Borrower's T2 short, and has been accurately reported on the application; or
      - If the Borrower is an unincorporated business, business income is as reported on the Borrower's T1 and has been accurately reported on the application.
  - 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 CAD\$40,000 net of Excluded Benefits (as defined below), and (ii) less than CAD\$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 CAD\$40,000. For greater certainty, in the event that the Borrower has a total amount of Eligible Non-Deferrable Expenses of more than CAD\$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 CAD\$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 HSBC 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 the GOC 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 Borrower’s rental payments resulting from a 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.

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, 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 HSBC providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of the Attestation and other information provided through the application process and to providing a copy of this Attestation to the GOC.

**PART C: This Part C applies to all Borrowers.**

7. Per the requirements of the Program (the “**Program**”), as set out by the GOC, the Borrower 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) of the Borrower or (ii) other expenses of the type described in clauses (i) – (x) of the 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 clause (x) above.

8. The Borrower has an active business chequing/operating account with HSBC.

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.

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) 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.
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.
11. The Borrower acknowledges and agrees that clerical errors in the application or in this Attestation may be corrected by the GOC on the basis of validation of information obtained from the CRA, the Borrower, HSBC or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided to HSBC or the GOC by the Borrower verbally or in writing at any time is true and correct as if provided under this Attestation.
12. Per the requirements of the Program, as set out by the GOC, 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 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.
13. The Borrower acknowledges that HSBC 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 HSBC 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 HSBC and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.
  14. The Borrower acknowledges that any breach of or inaccuracy in any statement or information provided to HSBC or the GOC including under this Attestation, in the application, or in any associated documentation shall result in the Borrower's ineligibility under the Program, trigger an immediate obligation to repay to HSBC any loan(s) made to the Borrower under the Program, and could result in the criminal prosecution of the individual making this 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 or application 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.**
  15. 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 HSBC or the GOC in connection with the Program, including the information included in this Attestation, the application, obtained from the CRA and other documentation, can be shared between HSBC 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 HSBC and the GOC collecting and using such information for these purposes and sharing same with each other.
  16. 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 HSBC, 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.
  17. 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.
  18. The Borrower acknowledges and agrees that neither the GOC nor HSBC 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 application and 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 HSBC, respectively, which would constitute the willful misconduct or gross negligence of the GOC or HSBC.

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 Program and Canada Emergency Rent Subsidy.