

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 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’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 an active CRA Business Number (BN) with an effective date of registration on or prior to March 1, 2020.

Note: Applicants should complete either Part A below OR Part B below or, if there are separate attestations for Payroll Applicants and Non-Deferrable Expenses Applicants, then Part A should be included in the form of attestation for Payroll Applicants and Part B should be included in the form for Non-Deferrable Expenses 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;

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 with a tax year-end ending in calendar year 2019 (or if its tax returns for 2019 have not yet been submitted, 2018) and the following information is true and accurate:

- (i) the Borrower has filed an income tax return with the CRA with a tax year ending in the following year (indicate 2019 or, if its tax return for 2019 has not yet been submitted, 2018): [*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: XXXXXXXXXXXXX;
- (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.

- o if the Borrower is a corporation (i.e. incorporated business): Cdn.\$XXXXXXX; or

Note: If the applicable tax return is a T2, the Borrower's business income would be reported on line 400. If the applicable tax return is a T2 short, the Borrower's business income would be reported on line 300.

- o if the Borrower is an un-incorporated business, as reported on the following lines of the Borrower's T1, 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)
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. 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, 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 (i) Eligible Non-Deferrable Expenses (as defined below) of the Borrower, or (ii) other expenses of the type described in clauses (i) – (ix) 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; 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 clause (ix) above.

8. The Borrower has an active business chequing/operating account with the Lender.
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 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.**
 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, obtained from the CRA 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, \$250 million COVID-19 IRAP (Industrial Research Assistance Program) Subsidy Program and Canada Emergency Rent Subsidy.*

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