

CEBA – Program Eligibility Attestation – RBC Online Banking for Business

Program Eligibility Attestation

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.

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

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 this Attestation.

The organization's total employment income paid in the 2019 calendar year was \$20,000 CAD or less, or the organization had no employment income paid in the 2019 calendar year.

The organization has filed income tax return(s) with the CRA with a tax year ending in 2019 (or if its tax returns for 2019 have not yet been submitted, 2018).

As at March 1, 2020, the total incurred and projected Eligible Non-Deferrable Expenses (as defined below) that the organization 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 \$40,000 CAD net of Excluded Benefits (as defined below), and (ii) less than \$1,500,000 CAD including Excluded Benefits (as defined below).

For greater certainty, the organization 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 \$40,000 CAD. For greater certainty, in the event that the organization has a total amount of Eligible Non-Deferrable Expenses of more than \$1,500,000 CAD, the organization does not become eligible under the Program solely by virtue of excluding Excluded Benefits from that amount.

The organization has in its possession documents evidencing more than \$40,000 CAD of aggregate Eligible Non-Deferrable Expenses of the organization (e.g. a copy of the lease with the organization'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 organization has uploaded or will upload on the Government of Canada Web Page (the **"Web Page"**) each of the Eligible Non-Deferrable Expense Documents prior to being provided the loan under the Program by RBC and understands that failure to upload the Eligible Non-Deferrable Expense Documents will disqualify the organization under the Program. Each Eligible Non-Deferrable Expense Document that has been or will be uploaded to the Web Page by the organization (i) is a true, complete and correct copy of the original document, and (ii) is in full force and effect under which the organization is legally obligated to make the payments provided for thereunder and the amounts payable under such documents are not disputed by the organization, in each case, as of the date of uploading.

"Excluded Benefits" means the aggregate amount of the benefits the organization has received, or is expecting to receive by December 31, 2020, in support or subsidies under any other Government of Canada COVID-19 response program (**"GOC COVID-19 Response Programs"**) including *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*. For clarity, while the Canada Emergency Commercial Rent Assistance (**"CECRA"**) program is a GOC

COVID Response Program, it is understood that: (i) if the organization is a commercial property owner, forgivable loan(s) received or to be received by such organization 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 organization is a commercial tenant, the aggregate reduction in such organization'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.

The organization 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 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 the GOC disclosing information requested in this Attestation to the organization'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 organization 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 organization 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 organization consents to RBC providing to the GOC the data elements necessary to evidence electronic confirmation by the organization of this Attestation.

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 organization to pay Eligible Non-Deferrable Expenses (as defined below) of the organization.

"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; 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 and increases in management compensation, 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 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*.

The organization 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 organization 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.

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 its intention to continue to operate its business or to resume operations.

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 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.

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 herein or in any associated documentation shall result in the organization's ineligibility under the Program, trigger an immediate obligation to repay to RBC any loans made to the organization under the Program, and could result in the criminal prosecution of the individual making the 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 or taxpayer information as defined under s. 241 of the Income Tax Act) obtained or maintained by RBC 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 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.

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 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.