

# Canada Emergency Business Account (CEBA)

Please fill out information below. All fields are mandatory for application.

This application must be filled out by an authorized person who is able to bind the business.

## Authorized Person submitting this application

First Name	<input type="text"/>
Last Name	<input type="text"/>
Contact Phone Number	<input type="text"/>
Contact Email Address	<input type="text"/>

## Business Information

Legal Business Name	<input type="text"/>
Nature of Business	<input type="text"/>
SHBC Account Number (12 digits)	<input type="text"/>
Business Phone Number	<input type="text"/>
Business Email Address	<input type="text"/>
Business Unit/Suite Number	<input type="text"/>
Business Street Number	<input type="text"/>
Business Street Name	<input type="text"/>
Business City	<input type="text"/>
Business Province	<input type="text"/>
Business Postal Code	<input type="text"/>

FORM OF QUALIFYING BORROWER ATTESTATION – ENGLISH

EXISTING QUALIFYING BORROWER APPLYING FOR ADDITIONAL \$20K CEBA EXPANSION LOAN

**ATTESTATION OF THE BORROWER**

**TO:** SHINHAN BANK CANADA (the “Lender”)

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

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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 has submitted an Attestation of the Borrower (“**Existing Attestation**”) to the Lender, or to the Lender and the GOC, under the *Canada Emergency Business Account Program* (the “**Program**”) and has received a loan under the Program. The Existing Attestation continues in full force and effect and is hereby ratified and confirmed. The certifications, representations, consents and agreements of the Borrower made in the Existing Attestation shall be deemed to be repeated as of the date of this Attestation in favour of the Lender and the GOC. The Borrower’s legal name on record with the Canada Revenue Agency (“**CRA**”)

is \_\_\_\_\_ and its business, operating, or trade name

(if different from its legal name) is \_\_\_\_\_. 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. The Borrower’s CRA Business Number (BN) (9 digits) is:

\_\_\_\_\_.

4. The eligibility information of the Borrower provided in Section 4 of the Existing Attestation and subsequent Sections (the “**Eligibility Information**”) was true and accurate and continues to be true and accurate (and the Borrower understands that the GOC will continue to verify the accuracy of such Eligibility Information in respect of past or future loan(s) requested under the Program).

5. The Borrower can and shall demonstrate the Eligibility 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 the Existing Attestation and this Attestation.
7. 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 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 the Lender. The Borrower is not in arrears on its existing loan(s) under the Program and has not breached the terms of, and is not in default under, such loan(s), and the Borrower was not in arrears on its existing business borrowing facilities, if applicable, with the Lender by 90 days or more as at October 31, 2020.

9. The Borrower has received a loan under the Program. The Borrower has otherwise 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*.

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;
  - (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; and
  - (iv) that it has not used any loan received under the Program to make any payment or pay any expense other than Eligible Non-Deferrable Expenses. Specifically, the Borrower has not used 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.
10. 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.
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 and agrees that clerical errors in the Existing Attestation or 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.
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 the Existing Attestation and this Attestation and associated documentation 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 the Existing Attestation or 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 to the Lender or the GOC including under the Existing Attestation or 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 loan(s) made to the Borrower under the Program, and could result in the criminal prosecution of the individual making the Existing Attestation or 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 the Existing Attestation or 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 the Existing Attestation and 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 and sharing same with each other.
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 the Lender, 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 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.*

Borrower Name: \_\_\_\_\_

Signature: \_\_\_\_\_