

**Complete if total employment income paid to employees in 2019 was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000.**

The Canada Emergency Business Account (CEBA) program is available to businesses who meet the eligibility criteria set out in the certification below subject to the ongoing availability of government funding. CEBA will provide qualifying businesses an interest-free loan of \$60,000 until December 31, 2022. Up to \$20,000 of that amount will be eligible for loan forgiveness if \$40,000 is fully repaid on or before December 31, 2022. If the loan is not repaid by December 31, 2022, it will be extended for an additional 3 year term bearing an interest rate of 5% per annum. The loan can be repaid at any time without penalty and no principal payments are required until December 31, 2025 when the full amount of the loan is due. Monthly interest must be paid during the additional 3 year term. Full details are included on the Loan Agreement included below.

A business can only receive funding from this program once.

**Important:** For customers without an active business chequing/operating account, **you must complete all of the pre-application steps listed here:**

1. **Visit the Government of Canada Website** located at <https://verify-verifier.ceba-cuec.ca/> to complete the mandatory CEBA Pre-Screen Tool.
2. Record your Government of Canada CEBA Pre-Screen number here: \_\_\_\_\_.
3. Open a FNBC Business bank account.
4. Once you receive confirmation of account opening you may apply for a CEBA loan with FNBC by completing the rest of this online application.

**Note:** The Pre-Screen Number is **not required** for business accounts opened and active prior to October 26, 2020.

As part of the online application, you must attest to all the conditions below in order to submit an application:

The undersigned hereby certifies to The First Nations Bank of Canada (the "Lender") and the Government of Canada, Export Development Canada and their respective agents and/or consultants (collectively, the "GOC") for and on behalf of the applicant (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 \_\_\_\_\_ 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.

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 Number (BN) (15 digits), as reported at the top of the Borrower's 2019 T4 Summary of Remuneration Paid (T4SUM), is: \_\_\_\_\_.

*Note: Please ensure to enter 15 digits including the last 6 digits starting with the letters "RP". 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.\$ \_\_\_\_\_.  
Enter amount in ###.## format

*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 Canada Revenue Agency 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 Canada Revenue Agency 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.

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;
- 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 and increases in management compensation, 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 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 GOC and agrees that relevant contact information of the Borrower can be shared with the GOC for that purpose.

11. The Borrower acknowledges its intention to continue to operate its business or to resume operations.

12. 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.

13. 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.

14. 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.**

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 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 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 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 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.

By initialing this checkbox, I certify and agree that the above information is true and correct in all respects.

Please Initial the consent checkbox before proceeding

Please complete the details below to submit an application for a CEBA loan. If you are a signing authority for multiple businesses and would like to apply for a loan under the CEBA program for each business, please submit a separate application for each.

**Business Information (must be entered as shown on your statement)**

Legal Business Name*	
Business Phone Number*	Business Email*
Branch Number*	Business Account Number*

Business Street Number*	Business Street Name*
Business City*	Business Province*
Business Postal Code*	

**Branch Number\***

You can locate your account information through your FNBC Online banking login page. The first set of numbers (usually 5 digits) is your branch (or transit) number. If you do not have online banking access, you can view this information on your Account Statement.

**Business Account Number\***

You can locate your account information by logging into the FNBC Online banking page. Your Account number can be found by clicking on your account name and then clicking the "more details" link. If you do not have online banking access, you can view this information on your Account Statement.

**Business Owner / Authorized Representative Submitting this Application**

First Name*:	Last Name*:
Contact Phone Number*:	Contact Email*

**Acknowledgment & Agreement**

Please read the following important documents

- [CEBA Term Loan Agreement \(Schedule 1\)](#)
- [Privacy Agreement \(Schedule 2\)](#)

If you are approved for the loan, the funds will be deposited directly into the account that you provided above on the application. The Loan Agreement and Privacy Agreement noted above will govern the loan. Please print a copy of the Loan Agreement and Privacy Agreement for your records.

You acknowledge that we may amend this agreement and our Privacy Agreement from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Agreement on our website at [fnbc.ca](http://fnbc.ca) or contact us for a copy. You Acknowledge, authorize and agree to be bound by the terms of each agreement.

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Note: To process your CEBA loan application, please print, sign and scan the completed forms to [fnbcservice@fnbc.ca](mailto:fnbcservice@fnbc.ca)**