

**MANULIFE BANK OF CANADA
CEBA TERM LOAN AGREEMENT**

Loan Amount Applied For, Not to Exceed \$40,000	Interest Rate	First Interest Payment Date
<@>	0% per annum during Initial Term; 5% per annum during Extended Term, if applicable	January 31, 2023
Initial Term Date	Extended Term Date	Frequency of Interest Payments
From the day of advance of the Loan to December 31, 2022	From January 1, 2023 to December 31, 2025	Monthly

1. Definitions

In this Agreement the capitalized terms, “**Loan Amount**”, “**Interest Rate**”, “**First Interest Payment Date**”, “**Initial Term Date**”, “**Extended Term Date**” and “**Frequency of Interest Payments**” are as indicated above. Other capitalized terms (not otherwise defined in this Agreement) mean:

“**Bank**” means Manulife Bank of Canada and its successors and assigns.

“**Business Account**” means your business chequing/operating account with the Bank.

“**Extended Term**” means the period commencing on January 1, 2023 and ending no later than the Extended Term Date.

“**Initial Term**” means the period commencing on the date of the advance of the Loan and ending on the Initial Term Date.

“**Loan**” means all amounts outstanding under the loan described above and includes, without limitation, all principal, interest, costs and any expenses incurred in connection with the Loan.

“**Program**” means the Canada Emergency Business Account Program.

“**Term**” means the period commencing on the date of advance of the Loan and ending on the Initial Term Date or, the Extended Term Date, as applicable.

“**You**” and “**Your**” and “**Yours**” means the recipient of the Loan under this Agreement.

2. Term Loan

The Loan will not revolve. Only one advance is permitted, and it must be for an amount equal to the Loan Amount.

3. Initial Term

Until December 31, 2022, the Loan is interest free. This means that, during the Initial Term, (i) the interest rate payable on the Loan is zero (0%) percent per annum, (ii) you will not be required to repay any portion of the Loan, and (iii) no interest shall accrue.

4. Extended Term

During the Extended Term, you will be required to pay interest on the Loan, on a monthly basis, commencing on the First Interest Payment Date (or such other date as may be agreed by the Bank). On the Extended Term Date, you will repay the balance, if any, of the Loan in full.

5. Funding

The proceeds of the Loan will be deposited into your Business Account. Your Business Account will continue to operate in the normal course and if there is a negative balance in your Business Account, as a result of an overdraft facility or otherwise, the proceeds of the Loan will automatically repay the amount outstanding up to the Loan Amount.

6. Prepayment of Loan

At any time during either the Initial Term or the Extended Term, you may prepay all or any portion of the Loan Amount, without penalty. Any repayments that you make, including repayments on or prior to the Initial Term Date, cannot be re-borrowed.

7. Loan Forgiveness for Early Repayment

If you have repaid at least 75% of the Loan Amount on or prior to the Initial Term Date, the Bank will forgive the remaining balance of the Loan Amount as of the Initial Term Date provided that an Event of Default has not occurred.

8. Default

The Bank may (a) require you to repay the Loan and/or (b) withhold any amount collected or received and apply it to any portion of the Loan, without further notice or demand, upon the occurrence of any one or more of the following events of default ("**Event of Default**"): (i) you default in paying any amount when due hereunder; (ii) you default under any other loan you have with the Bank; (iii) you fail to comply with any of the provisions of this Agreement; (iv) you make any false or misleading representation to the Bank, including without limitation, in any application for the Loan or the information certified to the Bank as set out in Schedule "A" attached hereto; (v) you commit an act of bankruptcy or become insolvent; (vi) a receiver, interim receiver, or trustee is appointed for your business or any part of your property, (vii) you avail yourself of a law governing

your bankruptcy, restructuring or reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards you under said law; or (viii) it is determined that you did not satisfy all of the requirements for the Program at the time the Loan was established.

9. Interest, Costs & Expenses

(a) Interest Rate.

During the Initial Term, no interest is payable. During the Extended Term, you will pay interest on the Loan at the applicable interest rate set out above, on a monthly basis, with the first payment to be made on the First Interest Payment Date, or such other date as may be agreed by the Bank.

(b) Compounded and Payable Monthly.

Interest on the Loan during the Extended Term is calculated daily (including February 29 in a leap year), compounded and payable monthly not in advance at the applicable interest rate set out above.

(c) How Interest is Calculated and Payable.

The Bank calculates interest on the basis of a 365-day year. Interest is charged on February 29 in a leap year. Interest will continue to be payable both before and after maturity, a default on this Agreement, and/or a judgment is rendered against you.

(d) Cost & Expenses.

You will pay the Bank all of its reasonable costs and expenses (including the fees and charges of internal and external legal counsel, on a solicitor client basis and notarial fees), relating to enforcing the Loan and such costs and expenses shall constitute a debt payable by you to the Bank.

10. Information, Disclosure and Audit

(a) Information Sharing

You agree that the Bank may share information about you, including, without limitation, financial information about you together with information about the Loan, with Export Development Canada and the Government of Canada or its agents for administration and governance of the Loan and for determination of qualification for Loan forgiveness.

(b) Further Disclosure.

The Bank or the Government of Canada, and its representatives, mandataries, and/or agents may require you to provide additional information and documentation reasonably required in connection with the Loan or the Program,

including without limitation, notices and directions for repayment of the Loan, information respecting your use of the Loan proceeds, your business affairs, financial information, identification information, “know-your-customer” information (including in respect of your directors, officers and signatories), and information required by law or in connection with general compliance activities.

(c) Inspection.

At all times, you will provide the Bank’s representatives, mandataries, and/or agents the right to visit and access your establishment(s), the right to examine your books of accounts and other records, and take excerpts therefrom or make copies thereof and to disclose same as may be required by the Government of Canada and its representatives, mandataries, and/or agents, in connection with the Program.

(d) Expedited Process.

Information provided to the Bank in connection with the Program is for the purpose of making funding available on an urgent basis, and the Bank will not be held responsible for any misuse or unauthorized access to the information, nor for any actions of the Government of Canada or its agencies in connection with the Program, including any changes to or cancellation of the Program.

(e) Audit.

You acknowledge and agree that an audit may be conducted by the Government of Canada or its representatives, mandataries, and/or agents to ascertain the veracity of the attestation in Schedule “A” and your eligibility under the Program.

(f) Surveys.

You agree to participate in, and accurately complete in a timely manner, surveys respecting the Program as requested by the Government of Canada or its representatives, mandataries and/or agents.

11. Your Covenants

(a) Purpose and Use of the Loan.

You acknowledge and agree that the Loan shall only be used to fund non-refundable operating expenses (i.e. payroll, rent, utilities, insurance, property tax and regularly scheduled debt service payments) and may not be used to fund payments of expenses such as repayment or refinancing of existing indebtedness (including other indebtedness to the Bank), payments of dividends, distributions, or increases in management compensation. Furthermore, the Loan may not be used for any illegal or illicit purpose and you may not repay any amount of the Loan using funds that were received or derived from any illegal or illicit activity.

(b) Positive Covenants.

In addition to all of your other obligations in this Agreement you will: (i) pay all amounts outstanding to the Bank when due or demanded, (ii) maintain your existence as a corporation, partnership or sole proprietorship, as the case may be, (iii) pay all taxes, and (iv) continue to carry on the business now being carried on by you.

(c) Negative Covenants.

You will not: (i) merge or amalgamate with any other entity or permit any change of ownership or change your capital structure; (ii) sell, lease, assign, or otherwise dispose of all or substantially all of your assets; or (iii) apply for any support under the Program at any other financial institution.

(d) Agreement to Provide Information.

You will provide, or cause to be provided, whatever information the Bank may request from time to time. You will keep the Bank advised of your current address.

(e) Information Attestation.

You represent and warrant that all information you have provided to the Bank is accurate and complete. You also represent and warrant that you are in compliance with all applicable laws, including laws relating to financial crimes (including anti-money laundering and anti-bribery and corruption laws) and sanction measures and you are not engaged in any illegal or illicit activity. You will provide, or cause to be provided, updated information and/or additional supporting information as the Bank may require from time to time with respect to any and all applicable matters, including, where applicable, (1) the names of your directors and the names and addresses of your beneficial owners, (2) the names and addresses of trustees and known beneficiaries and/or settlors, and (3) your ownership, control and structure. The Bank reserves the right to request updated customer information and/or additional supporting information at any time.

(f) Continuation and Survival of Representations and Warranties.

You undertake to ensure that each of the representations, warranties and continuing covenants set out in this Agreement shall be complied with and remain true and correct at all times.

(g) Third Party Control.

You acknowledge and agree that no other person or entity will exercise any control over the Loan.

(h) Authority to Bind.

Notwithstanding any resolution previously provided to the Bank to the contrary, you confirm that: (i) you have reviewed this Agreement and agree to be bound by

its terms, (ii) you have the ability and authority to be bound by the terms of this Agreement, and (iii) your acceptance of these terms is binding between you and the Bank.

12. Miscellaneous

(a) Acknowledgement.

You acknowledge that: (i) the Loan is made in accordance with the Program and is being instituted and administered by the Bank at the request of and on behalf of Export Development Canada, on behalf of Her Majesty in Right of Canada, and (ii) you have certified to the Bank the information set out in Schedule "A" attached hereto, as required by the Government of Canada.

(b) Records.

The Bank will keep records evidencing the transactions performed relative to the Loan, which records you agree are evidence of your indebtedness towards the Bank.

(c) Tax & Accounting Implications.

You are solely responsible for any tax, accounting, or other financial consequences resulting from this Loan and you acknowledge and agree that you have retained and received any and all such advice from your own independent, certified professional advisors, prior to executing this Agreement.

(d) Successors and Assigns.

This Agreement shall be binding on and enure to the benefit of the Bank and its successors and assigns. It shall also be binding on you, your heirs, your successors and personal representatives - including executors and administrators. You must obtain our written consent to assign this Agreement to another person. The Bank may assign this Agreement without notice to you and without your consent.

(e) Joint and Several Liability

You are jointly and severally (which means individually and collectively) liable to the Bank (and in Quebec you are solidarily liable to the Bank) for the Loan with each other person who is liable for the Loan.

(f) Other Agreements.

This Agreement applies only to the Loan. This Agreement is in addition to, and not in substitution for, any account agreement or other agreements that you may have with the Bank.

(g) Applicable Law.

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(h) Severability.

If any provision of this Agreement is prohibited by or is invalid or unenforceable under any law so applicable hereto, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

(i) Payments.

The Bank may apply your payments to any part of the Loan as it sees fit. If any payment due date falls on a date which is a Saturday, Sunday or Bank holiday, any payment scheduled for that date will not be applied until the business day first following that date. The Bank may debit any account you maintain with the Bank for any amount owed by you under this Agreement. If you are a partnership or, in Quebec, a general partnership, the Bank may debit any account that any of the partners maintains with the Bank for any amount owed by you under this Agreement. The exercise by the Bank of its right to set-off, granted hereunder or available at law, shall constitute an acknowledgement of your indebtedness and liability hereunder.

(j) Non-Waiver.

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date based on that breach of Event of Default. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights thereunder, which can only be amended with the express written consent of the Bank.

(k) Use of Online Banking Services.

For our mutual protection, we may record all telephone calls that relate to the use of or include instructions for using online banking services.

(l) Applicable in Province of Quebec Only.

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

(m) Loan Insurance

Unless insurance is otherwise purchased by you, the Loan is not insured in the event of death, disability or critical illness.

(n) Credit Agencies, etc.

In this section, “you” means the business applicant or customer that is not an individual. In addition to any rights that the Bank and its affiliates may have regarding the collection and disclosure of your information, you authorize the Bank to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on the Bank’s behalf.

(o) Notice.

You authorize the Bank to transmit any communication related to this Agreement or the Loan electronically to the email address provided in support of the Loan application or to the email address already on record in your Bank file. You also acknowledge that the Bank may communicate with you by ordinary, uninsured mail or other means, including hand delivery or facsimile transmission. Mailed information is deemed to be received by you five days after mailing. Delivered information is deemed to be received when delivered or left at your address. Messages sent by facsimile are deemed to be received when the Bank receives a fax confirmation.

Schedule A

Attestation of the Borrower

TO: Manulife Bank of Canada (the “Lender”)

The undersigned hereby certifies to the Bank for and on behalf of the Borrower that:

1. I have the ability and authority to bind the Borrower.
2. The Borrower was a Canadian operating business in operation as of March 1, 2020.
3. The Borrower has a federal tax registration.
4. The Borrower’s Canada Revenue Agency Business Number (BN) (15 digits), as reported at the top of the Borrower’s 2019 T4 Summary of Remuneration Paid (T4SUM) to the Bank is: XXXXXXXXXXXXXXXXX.
5. The Borrower’s total employment income paid in the 2019 calendar year was between Cdn.\$20,000 and Cdn.\$1,500,000.
6. The employment income reported by the Borrower on all employee T4 slips for 2019 is: Cdn. \$XXXX.XX.

Note: Total employment income can be found in Box 14 of the Borrower’s 2019 T4SUM. For the limited number of Borrowers who also pay employees tax-exempt employment income under the Indian Act, please also add such employment income for 2019, as reported in Box 71 of all employee T4 slips for 2019.

7. The Borrower can demonstrate the above information when requested upon audit by the Government of Canada or any of its agents.
8. 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 this loan shall only be used by the Borrower to pay non-deferrable operating expenses of the Borrower including, without limitation, payroll, rent, utilities, insurance, property tax and regularly scheduled debt service, and may not be used to fund any payments or expenses such as prepayment/refinancing of existing indebtedness, payments of dividends, distributions and increases in management compensation.
9. The Borrower has an active business chequing/operating account with the Lender, which is its primary financial institution. This account was opened on or prior to March 1, 2020 and the Borrower was not in arrears on existing borrowing facilities, if applicable, with the Lender by 90 days or more as at March 1, 2020.
10. The Borrower has not previously used the Program and will not apply for support under the Program at any other financial institution.

11. The Borrower agrees to participate in post-funding surveys conducted by the Government of Canada or any of its agents.
12. The Borrower understands that applying for support under the Program at more than one financial institution may result in ineligibility under the Program, default under the facility in respect of which this attestation is being provided, prosecution or other enforcement measures available at law or otherwise.
13. The Borrower acknowledges its intention to continue to operate its business or to resume operations.
14. 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 owned by a government organization or body;
 - b) it is not a union, charitable, religious or fraternal organization or entity owned by such an organization or if it is, it is a registered organization that has filed its T2 return or T3010 return and that generates a portion of its revenue from the sales of goods or services;
 - c) it is not an entity owned by any Federal Member of Parliament or Senator; 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.
15. The undersigned acknowledges that the Lender will rely upon the accuracy of this attestation in making loans and advances to the Borrower pursuant to the Program and acknowledges and agrees that an audit may be conducted by the Government of Canada or any of its agents to ascertain the veracity of this attestation and the eligibility of the Borrower under the Program.
16. For the purposes of verifying the Borrower's eligibility for this Program, I hereby authorize Export Development Canada, as the Borrower's representative with the Canada Revenue Agency, to access any required payroll information in respect of the Borrower.