



Canada Emergency Business Account Program

National Bank of Canada (the “Bank”) is pleased to present you the terms and conditions of the term loan according to the Canada Emergency Business Account Program.

Term loan – \$60,000

Purpose	Finance day-to-day operations of the Borrower
End of the term	December 31, 2022
Automatic renewal	Automatically renewed until December 31, 2025
Interest rate	Fixed rate of 0% per annum until December 31, 2022 Fixed rate of 5% per annum from January 1, 2023 until the end of the term
Disbursement	Single
Payment of interests	Monthly, started January 2023
Repayment	No payment is required before the end of the term. If an amount of \$40,000 is repaid before December 31, 2022, the loan balance will be brought to zero and deemed to be repaid in full.
Security	No security required. If securities or guarantees have already been granted to the Bank to secure obligations towards the Bank, they do not secure this loan.

Conditions applicable to the term loan

Repayment before the end of the term	The Borrower may repay the amounts disbursed before the end of the term, without any fees or penalties. Partial repayments will be applied to the final payment of principal and/or interest or any other amount owed by the Borrower, at the Bank’s discretion.
Application of payments	The Bank may, at its discretion, apply any payment first to the interest and then to the principal or any other amount owed by the Borrower.

Covenants

The Borrower undertakes to :

Continuation of the company	Maintain the existence of its company and not modify its corporate structure.
Purpose of financing	Use the term loan for the purposes set out herein.
Information and	Provide the Bank with any information or document that the Bank may reasonably request and

documents	ensure that this information or these documents, regardless of the medium (paper, electronic, verbal or other) and whether or not they are signed by a representative, be accurate so that the Bank may deem them to be validly issued without further formality.
Visit and access	At all times, give the Bank's representatives or mandataries/agents the right to visit and access its establishments, the right to examine its books of accounts and other records, and take excerpts therefrom or make copies thereof.
Insurance	Maintain insurance coverage on its property against loss or damages caused by fire and any other risk as is customarily maintained by the same type of company.
Survival of representations and warranties	Ensure that each representation and warranty set out herein remain true and accurate at all times.
Events of default	Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a time period, may constitute an event of default.

Default and remedies

Events of default	<p>The occurrence of one or more of the following events will constitute an event of default :</p> <ol style="list-style-type: none"> 1. The Borrower fails to pay any amount owed to the Bank; 2. The Borrower has made a false representation or warranty, including the representations in the Attestation (Schedule A) attached to the present; 3. The Borrower did not comply with its commitments and obligations towards the Bank hereunder or under the terms of any agreement with the Bank; 4. The Borrower becomes insolvent or is declared bankrupted; 5. The Borrower avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up, arrangement, or a third party initiates proceedings towards the Borrower under said law; 6. A receiver, interim receiver or trustee is appointed with respect to the Borrower or its property; 7. The property of the Borrower is subject to a seizure/foreclosure proceeding, prior notice of the exercise of a hypothecary right, notice to withdraw authorization to collect claims or any other remedy exercised under laws governing security interests; 8. A material unfavourable change occurs. A material unfavorable change is a change, situation or event producing an effect deemed unfavourable by the Bank on (1) the inherent risk in the financing (2) the situation (financial or other), operations, property or company of the Borrower (3) the capacity of the Borrower to meet its obligations to the Bank (4) the rights and remedies of the Bank hereunder and any related document.
Rights and remedies of the Bank	<p>In the event of a default, the Bank may exercise the following remedies:</p> <ol style="list-style-type: none"> 1. Terminate the term loan, declare liquid and payable all the Borrower's monetary obligations not yet due at that time and claim immediate payment of all amounts owing without further notice or demand; 2. Withhold any amount collected or received and apply it to any portion of the Borrower's indebtedness to the Bank; 3. Rights and remedies conferred by law and the documents related hereto. <p>The rights and remedies are cumulative and not alternative. By omitting to exercise a remedy or notifying the Borrower of the occurrence of an event of default, the Bank does not waive its right to avail itself at a later date of this remedy or event of default</p>

Interest

Calculation of interest and arrears	<ol style="list-style-type: none">1. Any interest is calculated on the daily balance and not in advance, on the basis of a 365-day year (366 days in a leap year). For the purposes of the <i>Interest Act</i> (Canada), the annual rate corresponding to the rate calculated on this basis is equal to the rate thus calculated multiplied by the actual number of days included in the year concerned and divided by 365 days (366 days in a leap year).2. Unless otherwise stipulated, the interest is payable monthly, on the 26th day of each month. However, the interest payable (or any amount considered interest under the law) can never exceed the maximum interest amount permitted by law. If this maximum were to be reached, the interest amount would be reduced as to not exceed this maximum. If a payment is payable on a non-business day, the payment will be made on the next business day.3. Any amount that is not paid at the end of term will bear interest at the rate of the term loan. The interest on arrears will be compounded monthly and payable on demand.
Post-default interest	Any amount disbursed by the Bank to realize, maintain or preserve any right or security will bear interest until payment at the Bank's Canadian prime rate plus 3% per annum.

Miscellaneous provisions

Assignment	The bank may assign or transfer all or part of its rights and obligations hereunder (or grant participations), without notifying the Borrower.
Additional costs	If a statute, regulation, administrative policy or order results in an increase in the cost of the credit for the Bank (namely as a result of the imposition of reserves, taxes or capital adequacy requirements for the Bank), the Borrower undertakes to pay the Bank, on demand, the amount of the resulting additional cost.
Currency of payments	The Borrower must pay all amounts due hereunder to the Bank in Canadian dollars.
Set-off	In addition to its other rights, the Bank may offset any amount owed by the Borrower to the Bank with any amount owed by the Bank to the Borrower, even if this amount is not due or is payable in another currency. To proceed with this set-off, the Bank may debit any account held by the Borrower with the Bank.
Indemnification	<p>The Borrower must indemnify the Bank (including its officers, directors, employees and agents) against any damages and costs suffered or incurred by the Bank and claims brought against the Bank resulting from or related to, directly or indirectly, these presents.</p> <p>This obligation will survive the full and final payment of any amount owing by the Borrower to the Bank.</p>
Notices	The Borrower must submit any notice intended for the Bank in writing to its mailing address : 600 de la Gauchetière Street West, Level A, Montreal, Quebec, H3B 4L2.
Records	<p>The Bank will keep records evidencing the transactions performed. These records are presumed to provide evidence as to the indebtedness of the Borrower towards the Bank.</p> <p>Any change in the name or number of the term loan will not result in the novation of the term loan or the Borrower's indebtedness towards the Bank.</p>
Collection, use and disclosure of information	<p>The Borrower, as well as its representatives authorize the Bank and its affiliates to:</p> <ol style="list-style-type: none">1. Use the necessary information it holds or could hold about them for the purposes of granting credit and insurance products (where permitted by law);2. Disclose this information to its affiliates and subsidiaries for this same purpose;

	<ol style="list-style-type: none">3. Disclose this information to Exportation Development Canada and to the Government of Canada or its agent as part of the administration of the loan;4. Obtain personal information pertaining to them from any party likely to have such information in order to verify the accuracy of all information provided to the Bank from time to time and to ensure the solvency of the Borrower and its representative.
Governing law and jurisdiction	<p>This contract will be construed and interpreted in accordance with the laws of the province where the Bank branch is located, as indicated in this contract.</p> <p>The courts of this province will have jurisdiction over any dispute related to this contract and the exercise of any resulting remedy.</p>