

LOAN AGREEMENT entered into in the City of Montreal, Province of Quebec, Canada

BETWEEN: **QUEER ASSOCIATION (ConU)**, a non-profit legal person duly incorporated under Part III of the Quebec *Companies Act*, CQLR c C-38, with its principal place of business at H711-1455 boul. De Maisonneuve West, in the City of Montreal, Province of Quebec, H3G 1M8, and duly registered under the designating number 1167608075 under the *Registre des entreprises du Québec*, represented by Jessica Winton, its President and Treasurer, duly authorized for the purposes hereof;

HEREINAFTER, THE “LENDER”

AND: [NAME], [OCCUPATION], domiciled and residing at [CIVIC NUMBER AND STREET NAME], in the City of, Province of Quebec [POSTAL CODE]

HEREINAFTER, THE “BORROWER”

HEREINAFTER COLLECTIVELY “THE PARTIES”

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The LENDER is a student organisation based at Concordia University that operates a service-oriented resource center for the 2SLGBTQIA+ community and allies. It promotes acceptance of diverse safe sexual practices. The center also acts as a safe space to counter oppression and biases of society based on sexual orientation and gender identity;
- B) The BORROWER is an undergraduate student enrolled at Concordia University, and benefits from health insurance coverage;
- C) The BORROWER wishes to access Gender-Affirming Care and has confirmed that their Gender-Affirming care provider does not directly process their insurance;
- D) The BORROWER is not able to pay the Gender-Affirming Care Service Provider up front pending third-party reimbursement by their insurer;
- E) The BORROWER wishes to obtain a loan, and the LENDER has agreed to advance the funds for such purpose, in accordance with the terms hereof;

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- F) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- G) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1. Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

1.1.1. Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.5 herein;

1.1.2. Breach

means, with regard to any representation or warranty or obligation under the Agreement:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any provision;

1.1.3. Claim

means any request, complaint, grievance, legal action, lawsuit, cause of action, order, sentence, judgment, notice, demand letter, legal proceeding, arbitration, audit, hearing, investigation or assessment;

1.1.4. Default

means any event envisaged in section 12.3 of the Agreement;

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1.1.5. Dispute

means any problem, difficulty, disagreement or litigation between the PARTIES arising from the interpretation, application, execution or cancellation of the Agreement or related to their legal or business relationship;

1.1.6. Force Majeure

means any event beyond the control of a PARTY that could not have been reasonably foreseen, against which it could not have protected itself and which renders performance of its obligations under this Agreement impossible, such as any natural disaster, epidemic, fire, accident, act of war (whether declared or not), insurrection, riot, act of terrorism, strike, spontaneous work stoppage or slowdown, lockout, change in market conditions, power or telecommunications outage (including internet and cell phone services), intervention by civil or military authorities, or compliance with any Law, government decree or order issued by any public authority;

1.1.7. Gender-Affirming Care

means services not covered by provincial/territorial health plan following a diagnosis of gender dysphoria from a legally qualified physician (M.D.), or nurse practitioner, including:

- **Foundation (core)** – Transition-related genital and chest/breast surgeries not covered by your provincial/territorial health plan, as well as vocal surgery, tracheal shave, chest contouring/breast construction, vaginal dilators, laser hair removal and facial feminization surgery;
- **Focused** – Non-genital, non-breast/chest enhancement surgeries as follows: nose surgery, liposuction/lipofilling, face/eyelid lift, lip/cheek fillers, hair transplant/implants, and gluteal lifts/implants.

1.1.8. Interest

means the Legal Interest Rate as defined in section 1619 of the *Civil Code of Quebec*, CQLR c CCQ-1991, and more wholly at section 28 of the *Tax Administration Act*, CQLR c A-6.002, periodically determined according to section 28R2 of the *Regulation respecting fiscal administration*, CQLR c A-6.002, r 1;

1.1.9. Law

means, relating to any federal, provincial municipal or foreign jurisdiction, any law, regulation, order, decree, guideline, administrative policy or other legislative or executive instrument issued by a public or quasi-public authority, any general rule of law as well as any legal or administrative decision by a competent court relating to the validity, interpretation and application thereof, and includes, when required, an international treaty or inter-provincial or inter-governmental agreement, it being understood that any reference in the Agreement to a specific Law, includes any regulations adopted thereunder, any amendments thereto as well as any law or regulation that supplements or replaces such law or regulation, as the case may be;

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1.1.10. Loan

refers to the loan of money that is the subject of this Agreement;

1.1.1. PARTY

means a signing party to the Agreement and includes its Legal Representatives;

1.1.2. Person

means a natural person, partnership, business corporation, cooperative, association, labour union, trust or any other organization, whether or not incorporated, or any public authority of any foreign, federal, provincial, territorial or municipal jurisdiction that is not a PARTY, and includes its legal representatives;

1.2. Entire Agreement

The Agreement constitutes the entire understanding between the PARTIES. It supersedes any other written or verbal promise or covenant made prior to the date it was signed, any schedules attached to the Agreement, and any future amendments agreed upon by the PARTIES that do not comply with Section 12.5 of the Agreement.

1.3. Applicable Law

The Agreement will be governed and interpreted in accordance with the federal and provincial Laws in effect in the Province of Quebec, Canada.

1.4. Non-Compliance**1.4.1. Severability**

In the event that any provision of the Agreement is deemed to be invalid or unenforceable, that provision must, whenever possible, be interpreted, construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and all the remaining provisions of the Agreement will remain valid and continue to bind the PARTIES.

1.4.2. Substitute Provision

If required, the PARTIES agree to negotiate in good faith a valid and enforceable substitute provision that most nearly reflects the PARTIES' original intent or, in the event no substitute provision can be added, that provides any equitable adjustment that may be necessary.

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1.5. No Waiver

Any waiver of the enforcement of a right granted by one of the PARTIES for the benefit of another PARTY may under no circumstances be interpreted or construed as a waiver of the enforcement of any other right granted hereunder unless, as a matter of exception, the wording of a provision of the Agreement requires that particular interpretation or construction

1.6. Time and Days

1.6.1. Time of the Essence

Unless otherwise indicated in the Agreement, time is of the essence. No extension of or amendment to the Agreement may operate as a waiver of this provision, unless clearly stated as such.

1.6.2. Computation of Time

- i) For the purposes hereof, all days are calendar days;
- ii) When calculating any time limit and unless otherwise indicated in the Agreement, the following rules apply:
 - if expressed in days, the day that marks the start is not counted but the last day is;
 - a time limit expires at midnight on the last day;
 - the term “month” means a calendar month.

1.7. Delays

If any deadline or time limit for the performance of any duty or obligation hereunder is delayed as a result of:

- i) any Breach by the PARTY owing the obligation that affects the performance thereof;
- ii) any event of Force Majeure; or
- iii) any amendment to the Agreement;

the deadline or time limit will be extended for a period of time equal to the duration of the delay caused by the above-mentioned factors or events for the PARTY that is not in default. Such extension is in no way intended to act as an additional time limit for the PARTY in default.

1.8. All Amounts in CAD

All monetary amounts referred to in the Agreement are in Canadian dollars. Unless otherwise indicated in the text, the amounts set out in the Agreement do not include the goods and services tax (GST) and the applicable provincial or Quebec sales tax (PST/QST) as well as any other tax that may be levied by a public authority on those amounts during the term of the Agreement.

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1.9. Approval Must be in Writing

Unless otherwise indicated herein, where the Agreement requires the approval, opinion authorization or consent of any PARTY or third party, it must be in writing.

2. PURPOSE

2.1. Legal Transaction

Subject to the conditions set out in this Agreement being met and to compliance with the terms of the Agreement, the LENDER agrees to lend the BORROWER, the amount set out in Section 3 of the Agreement in the manner agreed-upon in Section 4 of the Agreement.

2.2. Conditions

The LENDER's undertaking to perform the Agreement is contingent upon the following conditions being satisfied by the BORROWER, namely, that the BORROWER:

- a) provide proof of active enrolment at Concordia University as an undergraduate student, with a minimum of three (3) credits;
- b) provide a copy of One (1) government-issued identification with the BORROWER's legal name (passport, driver's license, etc.);
- c) provide a copy of their Desjardins Insurance Card (including Dental Plan) from Insurer;
- d) provide a copy of their GreenShield Insurance Card;
- e) provide a void cheque from a Canadian bank account;
- f) provide a copy of their Insurer Gender Affirming Care - Claims History Summary; or Pre-Authorization form/email from the Insurer for desired Gender-Affirming Care Intervention; or any equivalent documentation
- g) provide a quote of the Gender-Affirming Care service cost, taxes included, for the desired Gender-Affirming Care intervention;
- h) provide a copy of their bank statements from a Canadian bank for the past three months;
- i) provide a copy of the receipt for the Gender-Affirming Care received;

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- j) provide copies of the two statements of any chequing, savings or credit account associated with the disbursement of the LOAN amount and the payment of the Gender-Affirming Care service subsequent to the disbursement of the LOAN by the LENDER.

2.3. Finality of Loan

The Loan is granted exclusively to finance the BORROWER's access to Gender-Affirming Care, as more fully articulated in the above Recitals of the Agreement.

3. CONSIDERATION

3.1. Amount of Loan

The principal amount of the Loan hereunder is a maximum of TEN THOUSAND DOLLARS (\$10000).

3.2. Additional Costs

In addition to the amount of the Loan provided under Section 3 above, should the BORROWER fail to make a Loan payment in accordance with the payment due dates stipulated in Section 4.4 herein, the BORROWER agrees to pay all costs subsequently incurred to recover all or part of the amount loaned.

The BORROWER understands that these costs may notably include copying, postage, couriers, court filing fees, bailiff fees, investigators, research fees etc.

4. TERMS OF PAYMENT

The PARTIES agree to the following manner of disbursement and general process:

4.1. Payment of Loan Funds

Upon the signing of the Agreement, the LENDER shall advance directly to the BORROWER, by cheque or bank transfer, the total amount of the Loan provided in Section 3 herein.

4.2. Request for Reimbursement

Within FIVE (5) business days of receiving a receipt for the Gender-Affirming Care, the BORROWER shall file a request for reimbursement of the Gender-Affirming Care with their insurer.

The BORROWER shall inform the LENDER in writing of the result of the request for reimbursement within twenty-four (24) hours of receiving final response from their insurer.

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4.3. Duty to Collaborate

The BORROWER shall at all times collaborate with the LENDER and the insurer to facilitate the filing and successful processing of any request for reimbursement.

Without limiting the generality of the foregoing, the BORROWER agrees to:

- fill and sign any forms requested by their insurer;
- speak with or write to representatives of the insurer to provide or validate information;
- provide copies of any documents requested by their insurer, including medical records.

The BORROWER acknowledges that their failure to collaborate shall constitute a Breach of this Agreement.

4.4. Repayment of Loan and Term

The BORROWER shall repay the LENDER the entire amount of the Loan in a single payment on the sixtieth (60th) calendar day following disbursement of the Loan amount to the BORROWER unless otherwise explicitly agreed upon in writing.

4.5. Interest

The following interest charges will apply to this Loan, namely:

- a) this Loan is interest-free for the sixty (60) days following disbursement of the Loan amount to the Gender-Affirming Care provider; unless otherwise explicitly agreed upon in writing.
- b) following the interest-free period referred to at section 4.5 a) above, the Loan shall bear Interest as defined at section 1.1.8 of the Agreement, calculated and payable on a monthly basis concurrently with the payments towards the principal amount in accordance with Section 4.4 hereinabove;
- c) any interest in arrears on the due date will itself bear Interest at the rate defined at section 1.1.8 of the Agreement.

4.6. Prepayment of Loan Permitted

The BORROWER may repay the Loan prior to the maturity date or receiving a final answer from their insurer regarding coverage of the Gender-Affirming Care.

4.7. Loss of Term

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Should the PARTY benefiting from the term of payment commit a Breach, any amount owing under the Agreement as well as any accrued interest on such amount will automatically become due and payable. The principal and interest owing under the Agreement will be payable regardless of any Claim that the BORROWER may have or that a third party may initiate on the BORROWER's behalf, without reduction or deduction.

5. REPRESENTATIONS AND WARRANTIES OF BORROWER

The BORROWER represents and warrants the truth and accuracy of that which follows, on the date the Agreement is signed:

5.1. Solvency

The BORROWER is solvent and, since 20..., they have never been in default of any payments with any other creditor.

5.2. Resident in Canada

The BORROWER is a resident in Canada as defined in the Canada *Income Tax Act*, RSC 1985, c 1 (5th Supp) and the Quebec *Taxation Act*, CQLR c I-3.

The Borrower undertakes to advise the LENDER in writing at least SIXTY (60) calendar before they cease being a Canadian tax resident as defined above.

6. DUTIES AND OBLIGATIONS OF BORROWER

6.1. Use

The BORROWER undertakes to use the Loan only for the purpose set out in the Recitals and in Section 2.3 of this Agreement.

Should the BORROWER receive monies directly in error from their insurer or the LENDER, they agree to promptly pay same monies to the appropriate PARTY or Person in accordance with the Agreement.

6.2. Legal Proceeding

The BORROWER undertakes to promptly advise the LENDER in writing upon being involved in any legal proceeding or dispute with a third party that may cause a significant adverse effect on the Loan or the BORROWER's financial situation. The BORROWER must, when requested, provide the LENDER with any information or document concerning the status of such legal proceeding or dispute.

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7. DUTIES AND OBLIGATIONS OF LENDER

The PARTIES confirm that except for the mutual duties and obligations set out in Part 9 herein, the Agreement contains no specific duty or obligation of any kind in respect of the LENDER towards the BORROWER.

8. MUTUAL DUTIES AND OBLIGATIONS

8.1. Confidentiality of Agreement

8.1.1. Undertaking

Except as otherwise required by Law or if otherwise authorized hereunder, each PARTY undertakes not to disclose the terms and conditions nor the existence of the Agreement, without having obtained the prior written consent of the other PARTY.

8.1.2. Exception

Notwithstanding the foregoing, the PARTIES may, on a confidential and need-to-know basis only, disclose the contents of the Agreement in whole or in part to their Legal Representatives or other Persons involved in carrying out the Agreement, including the financing of the transactions contemplated hereunder.

8.2. Further Assurances

The PARTIES must promptly, upon receipt of a written request to that effect, take any action, sign any document and provide any representation or warranty as may be necessary to ensure proper performance of the Agreement.

8.3. Change of Address or Contact Information

The PARTIES undertake to advise each other in writing of any change in their address or contact information without delay.

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9. SPECIAL PROVISIONS

9.1. Force Majeure

9.1.1. Limitation on Liability

Except for payment obligations, and unless otherwise provided by Law, a PARTY will not have committed a Breach or be liable for any damage or delay if such default, damage or delay is the result of a Force Majeure event.

9.1.2. Duty

Should such a Force Majeure event occur, the PARTY unable to perform its obligations hereunder must, whenever possible to do so, take the necessary measures to put an end to the Force Majeure event or, if unable to do so, to reduce its impact.

9.1.3. Right of Other PARTY

If, as a result of such Force Majeure event, the duty or obligation owed to a PARTY cannot be performed, the PARTY to whom the obligation is owed may, at its sole discretion, either terminate the Agreement or suspend it in whole or in part for the duration of the Force Majeure event.

9.2. Remedies

9.2.1. Choice

The PARTIES agree, subject to the dispute resolution provisions set out in Section 11 herein, that remedies for any Breach may be by way of injunctive relief, specific performance, damages as well as any other relief available, whether in equity or in Law, and in no way may the Agreement be interpreted as excluding such remedies.

9.2.2. No Limitations

Nothing contained in the Agreement may be interpreted as limiting the remedies that a PARTY may have as a result of any Breach by the other PARTY, except as expressly provided under the Agreement.

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10. DISPUTE RESOLUTION

10.1. Appeal to LENDER Concerning Applicable Interest

Within THIRTY (30) calendar days of either a refusal to reimburse or a failure to respond on the part of the BORROWER's insurer, the BORROWER may appeal in writing to the LENDER to demonstrate that the delay in obtaining reimbursement of the Loan through third-party reimbursement is due to a reason outside the BORROWER's control.

The LENDER may at its sole discretion postpone or forego the application of Interest to the Loan, or deny the Borrower's appeal within SEVEN (7) days of receipt of the BORROWER's appeal.

10.2. Mediation

If a Dispute cannot be resolved through good faith negotiations, the PARTIES agree to submit the Dispute to mediation in accordance with the mediation rules prescribed under the Quebec *Code of Civil Procedure*, CQLR c C-25.01, and to participate in at least one mediation session by delegating a person with decision-making authority.

10.3. Settlement

Any Dispute settled by the PARTIES must be documented in writing. Should such settlement modify the terms of the Agreement, the amendment must be recorded in writing, signed by the PARTIES and appended to the Agreement.

10.4. Choice of Forum

The PARTIES agree, in respect of any Claim arising from any extracontractual or contractual liability or any legal proceeding for any purpose whatsoever in connection with the Agreement or the PARTIES' relationship, to elect the judicial district of Montreal, in the Province of Quebec, Canada, as the proper forum to hear the Claim or legal proceeding, to the exclusion of any other judicial district that may have jurisdiction to hear such matter, as prescribed by Law.

10.5. No Waiver of Rights

The failure or delay by a PARTY in exercising any right or remedy hereunder may in no way be interpreted or construed as a waiver of such right or remedy by said PARTY, who may avail itself of any such right or remedy until such time as it contractually or legally expires.

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11. TERMINATION

11.1. Expiry of Term

The Agreement will end upon the expiry of the term set out in Part 4 herein. It is understood that the expiry of the term and the termination of the Agreement in no way releases or exonerates the BORROWER from repaying the principal amount of the Loan and any applicable Interest to the LENDER.

11.2. Automatic or by Mutual Consent

The Agreement will be automatically terminated without notice on the last day of the term provided under Part **Error! Reference source not found.** hereof. However, the PARTIES may terminate the Agreement by mutual consent at any time prior to its expiry.

11.3. Event of Default

11.3.1. Without Notice

To the extent permitted by applicable Law and without prejudice to any other rights and remedies of the LENDER, the Agreement will be automatically terminated without notice on the day that one of the following events occurs:

- a) if the BORROWER becomes insolvent, assigns their property following the filing of a petition for bankruptcy, becomes bankrupt following the rejection of a proposal for bankruptcy, or is declared bankrupt by a court of competent jurisdiction;
- b) if the BORROWER causes the liquidation of all or substantially all of their assets;
- c) if a creditor seizes all or substantially all of the BORROWER's assets, or if such assets are put into receivership or if a liquidator is appointed to administer or dissolve the business or liquidate all or substantially all of the assets, and if the seizure, putting into receivership or appointment of a liquidator is not withdrawn within THIRTY (30) days following the occurrence of any such event.

11.3.2. With Prior Notice

A PARTY may terminate the Agreement at any time without prejudice to any other of its rights or remedies, if the other PARTY commits a Breach and if such Breach is not cured within THIRTY (30) days following the sending of written notice indicating the nature of the Breach and the notifying PARTY's intention to terminate the Agreement if the defaulting PARTY refuses or fails to cure the

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Breach within the above time limit. In the event that the Breach is not cured within the stated time limit, the Agreement will be automatically terminated, which will take effect as of right upon expiry of the time limit.

12. GENERAL PROVISIONS

12.1. Binding Agreement

The Agreement represents a legal, valid and binding agreement enforceable against each PARTY and its Legal Representatives, except as such enforcement may be limited by any applicable Law.

12.2. Effective Date

The Agreement will take effect upon being signed by the PARTIES. Unless otherwise indicated in the Agreement, if it is signed by the PARTIES in different locations or on different dates, the effective date will be that on which the last PARTY signed.

12.3. Duration

Unless terminated earlier in accordance with Part 11 of the Agreement, the term of the Agreement will end when the Loan is fully repaid to the LENDER.

12.4. Notice

Any notice or other communication required hereunder is sufficient if it is in writing and sent by a means of communication that enables the sending PARTY to prove that the notice or communication was delivered to the recipient PARTY at the address set out herein for such PARTY, or at any other address that the PARTY may provide in accordance with this Section.

In Addition to the above, each PARTY consents to receive notices or communications by email at the following addresses:

- a) For the LENDER: " queerconu@gmail.com ";
- b) For the BORROWER: "[BORROWER EMAIL ADDRESS]"

12.5. Amendment

The Agreement may be amended at any time by mutual consent of the PARTIES. Any such amendment will be deemed to take effect on the day that it is put in writing, duly signed by the PARTIES and appended to the Agreement.

12.6. Independent Legal Advice

Each PARTY acknowledges that it has read and understands the provisions of the Agreement and that it had the opportunity to seek independent legal advice prior to signing the Agreement.

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12.7. Electronic Transmission and Signature

The PARTIES agree that the Agreement may be transmitted by facsimile, e-mail or other similar forms of communication. The PARTIES further agree that signatures duplicated by facsimile, electronic signature or similar means of authentication will be treated as originals, it being understood that any PARTY who does so must provide the other PARTY with a copy of the Agreement bearing its original signature, immediately upon demand.

12.8. Counterparts

The Agreement may be signed in several counterparts, each of which when so signed will be deemed to be an original, and will together constitute one and the same document.

12.9. Language

The PARTIES acknowledge that they have requested and agree that the Agreement and all legal proceedings, notices, correspondence and other documents directly or indirectly related to the Agreement will be written in English.

Les PARTIES reconnaissent qu'elles ont exigé et consenti à ce que le présent Contrat ainsi que toute procédure, tout avis, toute communication et tout autre document s'y rapportant, directement ou indirectement, soient rédigés en anglais.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

LENDER	BORROWER

THE PARTIES HAVE DULY SIGNED THE AGREEMENT IN (.....)
COUNTERPARTS, AT, AS WITNESSED BY THEIR SIGNATURES AFFIXED
ON THE DATES INDICATED BELOW.

THE PARTIES:

LENDER

[Per:] _____

.....

Date: _____

BORROWER

[Per:] _____

.....

Date: _____

LENDER	BORROWER