



THIS AGREEMENT BETWEEN:

GrantMatch Corp.
(hereinafter called "GrantMatch")
-and-

Municipality of Brockton, ON

(hereinafter called "the Client")

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. **Services:** GrantMatch will develop and manage a proactive Government Funding application process which includes grant identification, funding program matching, grant strategy development, funding application development and writing, and compliance reporting support. GrantMatch is permitted to review the Client's relevant records and discuss with relevant staff (as directed by Client) in order to determine what, if any, possibility exists of securing Government Funding. The Client agrees to provide access to all the relevant supporting documentation necessary to complete the work in a timely manner. For example, the following types of information will be requested in order to make application submissions: Business Numbers, Articles of Incorporation, Financial Statements, Equipment Quotes Etc.
2. **GrantMatch Involvement:** The Client and GrantMatch agree to proceed with a review of the Client's existing and future projects with respect to potential filings. The Client retains the sole right to determine whether it will involve GrantMatch in a specific Government Funding Application. Upon confirmation by Client that GrantMatch will be involved in filing a Government Funding Application, GrantMatch shall be entitled to fees in accordance with Section 3 of this Agreement.
3. **Service Fees:** In consideration of GrantMatch providing the above services, the Client will pay, per funding application approved by the government, or government agency, a tiered percentage, plus applicable sales taxes, as follows:
 - i) **10%** on the first \$1,000,000 of Government Funding approved; and
 - ii) **5%** on additional Government Funding approved between \$1,000,001 and \$5,000,000;
 - iii) **2.5%** on additional Government Funding approved between \$5,000,001 and \$10,000,000;
 - iv) **1%** on remaining Government Funding approved, greater than \$10,000,000

Fees will be invoiced upon receipt of written funding approval. Client will retain a 25% holdback, which will be invoiced upon the first receipt of government funding.

Invoices are due within 15 days of invoice date. Invoices outstanding beyond 30 days will incur interest at the rate of 2% per month.

4. **No Recovery:** In the event no Government Funding approval is obtained through the above services of GrantMatch, no fee shall be due or payable by the Client to GrantMatch.
5. **Confidentiality:** GrantMatch shall keep confidential all information disclosed by the Client and use information solely for the services provided hereunder. The Client agrees to keep confidential the terms of this Agreement as they relate specifically to fee structures, amounts and rates, as applicable.
6. **Disclosure:** GrantMatch is permitted to use the Client's logo on GrantMatch marketing materials and communicate that the Client has utilized GrantMatch services. Should there be an opportunity for additional marketing material development that

Client Initial



specifically involves the Client, GrantMatch will involve and seek approval prior to marketing distribution (i.e. Letters of Reference/Support, Success Stories, or Feature Articles).

- 7. **Errors & Omissions:** GrantMatch agrees to partner with the Client by providing ongoing grant management services for the term of the Agreement. GrantMatch will not be responsible for errors or omissions and expressly disclaims any and all liability in connection with the use of these services. GrantMatch does not guarantee all funding programs will be identified and/or pursued. GrantMatch will complete best efforts to maximize the Client’s total Government Funding.
- 8. **Agreement Term:** The Client and GrantMatch agree that the initial term of this Agreement is two (2) years from the effective date specified by the GrantMatch signing authority in Section 9 of this agreement, which shall automatically renew on an annual basis unless terminated in writing by either GrantMatch or the Client with 30 days prior written notice to the other party. If GrantMatch is actively developing a funding application, GrantMatch shall be permitted to complete the application until it is filed and earn the associated service fees specified in clause 4.

9. **Miscellaneous**

- a. **Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors, assigns, administrators and legal personal representatives of the Client and GrantMatch, respectively.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.
- c. **Assignment.** This Agreement may be assigned by GrantMatch upon approval from Client, which will not be unreasonably withheld. All or part of this Agreement may be assigned by the Client to any person who acquires all or part of the Client's business and such assignee may enforce this Agreement as if such assignee was a party hereto.
- d. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

AUTHORIZED SIGNATURE FOR THE CLIENT

AUTHORIZED SIGNATURE OF GRANTMATCH

NAME, TITLE

NAME, TITLE

AGREEMENT EFFECTIVE DATE



Appendix A

Government Funding:

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, and tax credits.

Funding Approval:

Funding Approval is defined as written approval from a government authority that specifies the approved amount.

Government Failed Projects:

Should the funding not be received as a result of the Government not fulfilling its obligations as specified in the contribution agreement, the associated service fees will be based on the Client's received amounts and a balance of payments will occur if necessary.

Contingency Free Funds:

Notwithstanding any other clause in this Agreement, in the event that GrantMatch identifies Government Funding for the Client where the funding program disallows contingency fee arrangements, and the Client agrees to pursue the Government Funding application in any event, the Client agrees to pay GrantMatch based on the declining tiered fees outlined in Section 3 of the total grant requested. Such fee is not contingent and is earned and invoiced upon a full grant submission. Such fee is payable six (6) months from the submission of the grant application. GrantMatch guarantees its work for any application where this clause will apply and will indemnify the Client for one hundred percent (100%) of the fee payable hereunder, should the application be declined.

Lobbying

GrantMatch employees and/or its authorized agents will not communicate directly with Public Office Holder(s) on behalf of Clients. GrantMatch will not communicate with, arrange meetings with, or attempt to influence, Public Office Holders. GrantMatch will not be considered a Consultant Lobbyist, will not be required to register its activities with the Lobbyist Registration System, and will, therefore, remain in compliance with the Lobbying Act. <https://laws.justice.gc.ca/eng/acts/L-12.4/FullText.html>

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