MOTO CANADA RIDER COMMUNITY FUND 2027

GRANT TERMS & CONDITIONS

Agreement

1. These Grant Terms & Conditions, the Application Approval Letter, the Moto Canada Rider Community Fund 2027 Application Guide, the Recipient's approved application, and Schedule "A" attached hereto collectively constitute the agreement between Moto Canada and the Recipient (the "Agreement").

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to that subject matter.

In the event of any inconsistency between the documents forming the Agreement, the following order of precedence shall apply:

a. these Grant Terms & Conditions;

b. the Application Approval Letter;

c. the Moto Canada Rider Community Fund 2027 Application Guide;

d. the Recipient's approved application; and

e. Schedule "A".

2. For the purposes of this Agreement:

a. **"Application Approval Letter"** means the letter issued by Moto Canada confirming the Recipient's selection and the approved amount of the Grant;

b. **"Application Guide"** means the Moto Canada Rider Community Fund 2027 Application Guide;

c. **"Effective Date"** means the date on which this Agreement has been signed by both Parties;

d. **"Fund"** means the Moto Canada Rider Community Fund;

e. **"Grant"** means the amount specified in the Application Approval Letter and payable to the Recipient in accordance with this Agreement;

f. **"Moto Canada Brandmark"** means the Moto Canada name, logo, brandmark, and related brand assets identified in Schedule "A";

g. **"Party"** means either Moto Canada or the Recipient, and **"Parties"** means Moto Canada and the Recipient collectively;

h. **"Recipient"** means the incorporated not-for-profit entity or association identified in the Application Approval Letter and selected by Moto Canada to receive the Grant;

i. **"Recipient Brandmark"** means the Recipient's name, logo, brandmark, and related brand assets provided to Moto Canada; and

j. **"Term"** means the period described in paragraph 16 of this Agreement.

Purpose and Use of Grant

3. Moto Canada is a not-for-profit entity with a mandate to promote the positive, safe, and responsible use of motorcycles, scooters, all-terrain vehicles, recreational off-highway vehicles, and other similar vehicles in Canada (the "Moto Canada Mandate"). Through the Fund, Moto Canada provides grants to eligible not-for-profit organizations for initiatives that further the Moto Canada Mandate.

4. Moto Canada hereby provides the Recipient with the Grant, and the Recipient hereby accepts the Grant, subject to the terms and conditions of this Agreement.

The Recipient represents, warrants, covenants, and agrees that it shall:

a. use the Grant solely for the purposes and activities described in its approved application and Application Approval Letter;

b. demonstrate a commitment to advancing the Moto Canada Mandate; and

c. undertake initiatives that may include, but are not limited to, initiatives that:

    I. support safety;

    II. promote a positive riding culture;

    III. advocate for the riding community;

    IV. support trail development and maintenance;

    V. grow volunteer participation; and/or

    VI. undertake similar or related activities consistent with the Moto Canada Mandate and the eligible activities outlined in the Application Guide.

5. The Recipient shall not use the Grant for any purpose other than those permitted under this Agreement.

Without limiting the generality of the foregoing, no more than ten percent (10%) of the Grant may be used for administrative expenses. Administrative expenses may include insurance, annual general meeting costs, bookkeeping, office supplies, and other essential administrative costs directly related to the funded initiative.

The Grant shall not be used for any ineligible expense identified in the Application Guide.

Recipient's Obligations

6. In consideration of receiving the Grant, in whole or in part, the Recipient agrees to the following obligations, which are material terms of this Agreement:

a. **Website and Social Media Recognition**

   i. The Recipient shall display the Moto Canada Brandmark on its website and, where applicable, on webpages and social media content relating to the funded initiative.

   ii. The Moto Canada Brandmark displayed on the Recipient's website shall include a hyperlink to the Moto Canada website. The Moto Canada Brandmark shall remain on the relevant website or funding-related webpage for the duration of the Term.

   iii. If the Recipient does not maintain a website, the Recipient shall recognize Moto Canada on its primary social media page and on social media content relating to the funded initiative.

b. **Program and Initiative Branding**

   i. The Recipient shall use the Moto Canada Brandmark on materials, programs, campaigns, and other public-facing communications funded, in whole or in part, by the Grant.

   ii. Where appropriate, the Recipient shall recognize Moto Canada and the Moto Canada Mandate in educational materials, training programs, advocacy campaigns, community workshops, and other activities supported by the Grant.

c. **Links to Public Content**

   i. The Recipient shall provide Moto Canada with links to relevant website content and social media posts as part of its Mid-Year Report and Year-End Report.

d. Content Collaboration

i. The Recipient is encouraged to collaborate with Moto Canada to create and distribute stories, photographs, testimonials, or case studies showcasing the funded initiative and the collaboration between Moto Canada and the Recipient.

e. Recipient Brandmark

i. The Recipient shall provide Moto Canada with its Recipient Brandmark within seven (7) days after receiving notification that it has been selected to receive funding through the Fund.

ii. Moto Canada may use the Recipient Brandmark in accordance with paragraph 12 of this Agreement.

7. The Recipient grants Moto Canada permission to reproduce, republish, and distribute publicly available content created by the Recipient in connection with the Grant, including related website content, social media content, photographs, stories, and case studies, for the purposes of:

a. promoting and supporting the Fund;

b. recognizing the Recipient's participation in the Fund;

c. showcasing the funded initiative and its results; and

d. promoting the collaboration between Moto Canada and the Recipient.

Moto Canada shall provide appropriate attribution to the Recipient when reasonably practicable.

8. The Recipient shall obtain Moto Canada's prior written approval for any proposed use of the Moto Canada Brandmark before the material is published or distributed.

This approval requirement applies to the use and presentation of the Moto Canada Brandmark and does not require the Recipient to obtain Moto Canada's approval of all other content relating to the funded initiative unless otherwise specified in this Agreement or the Application Approval Letter.

Disbursement of Grant Funds

9. Grant Disbursement. The Grant shall be disbursed to the Recipient in two (2) equal payments during the Term.

The first payment shall be made following:

a. execution of this Agreement by both Parties;

b. receipt of any payment information or documentation required by Moto Canada; and

c. satisfaction of any additional conditions specified in the Application Approval Letter.

The second payment shall be subject to:

a. the Recipient's continued compliance with this Agreement;

b. the timely submission of the Mid-Year Report required under paragraph 14; and

c. Moto Canada's acceptance of the Mid-Year Report as complete.

The Grant Funds shall be disbursed in accordance with the dates set out in the Application Guide, subject to the conditions for disbursement set out in this paragraph 9.

Moto Canada shall not be required to make any further payment following termination of this Agreement under paragraph 17.

Taxes

10. The Recipient shall be solely responsible for applying for any applicable GST/HST rebates and for complying with any applicable tax obligations arising from its receipt or use of the Grant.

Any portion of the Grant attributable to an expense for which the Recipient receives a GST/HST rebate shall be treated in accordance with any applicable requirements specified in the Application Guide or Application Approval Letter.

License

11. Moto Canada Brandmark. Moto Canada grants the Recipient a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license to use the Moto Canada Brandmark solely as necessary to fulfill the Recipient's obligations under paragraph 6 during the Term.

The Recipient shall:

a. use the Moto Canada Brandmark only in the form provided or approved by Moto Canada;
b. comply with any brand standards or usage instructions provided by Moto Canada;
c. not alter, distort, recolour, or otherwise modify the Moto Canada Brandmark without Moto Canada's prior written approval; and
d. not use the Moto Canada Brandmark in a manner that suggests Moto Canada endorses any activity, product, service, position, or organization beyond its support of the funded initiative.

12. Recipient Brandmark. The Recipient grants Moto Canada a non-exclusive, royalty-free, non-transferable, and non-sublicensable right and license to use the Recipient Brandmark during the Term in communications and promotional materials, in all formats and media, including Moto Canada's website, social media pages, digital communications, presentations, reports, and other promotional materials, for the purposes of:

a. identifying the Recipient as a recipient of funding through the Fund;
b. promoting and supporting the Fund;
c. recognizing the Recipient's participation in the Fund;
d. promoting the funded initiative; and
e. identifying and promoting the collaboration between Moto Canada and the Recipient.

Moto Canada may continue to use materials published during the Term for archival, reporting, and historical purposes after the Term, provided that such use does not suggest that the Recipient continues to receive funding after the Term.

13. Brandmark Approval. Each Party shall use the other Party's brandmark in accordance with this Agreement and any applicable brand standards provided by the owner of the brandmark.

Any approval required under this Agreement shall not be unreasonably withheld or delayed.

Management of Grant

14. Reporting. The Recipient shall submit the following reports by the deadlines set out in the Application Guide or Application Approval Letter:

a. a mid-year report covering the first half of the Term (the "Mid-Year Report"); and
b. a year-end report covering the remainder of the Term (the "Year-End Report").

Each report shall include, as applicable:

a. an outline of how the Grant Funds were used;
b. a financial summary of eligible expenses paid or incurred;
c. an update on the status and results of the funded initiative;
d. an explanation of any material changes to the initiative, budget, or anticipated completion date;
e. information about progress toward the objectives described in the Recipient's approved application; and
f. links to relevant website content and social media posts, where applicable.

The second disbursement of Grant Funds is contingent upon the timely submission of a complete Mid-Year Report and the Recipient's continued compliance with this Agreement.

Moto Canada may request reasonable supporting documentation or clarification regarding a report. The Recipient shall provide the requested information within a reasonable period specified by Moto Canada.

15. Recipient Records. The Recipient shall maintain accurate and complete books, records, receipts, invoices, payment records, and other documents relating to the receipt and use of the Grant (collectively, the "Records") for a period of seven (7) years following the end of the Term.

The Records shall be sufficient to demonstrate how the Grant Funds were used and that the expenditures complied with this Agreement.

The Recipient shall make the Records available to Moto Canada upon reasonable written request.

Term and Early Termination

16. Term. This Agreement shall commence on the Effective Date and shall continue until December 31, 2027, unless terminated earlier in accordance with paragraph 17.

Any provisions that, by their nature, are intended to survive the expiration or termination of this Agreement shall continue in effect, including provisions relating to Records, repayment, intellectual property, indemnification, and any other outstanding obligations.

17. Moto Canada may terminate this Agreement immediately, effective upon written notice to Recipient, in the event of:

a. charge or commission by Recipient or any of its members or officers of a criminal offence at any time during or prior to the Term;
b. alleged commission or commission of an act by Recipient that brings Recipient or Moto Canada into public disrepute, contempt, scandal, or ridicule;
c. alleged commission of or commission of an act by Recipient at any time during or prior to the Term that tends to shock, insult, or offend the community or any substantial part thereof, or to offend public morals and decency to such an extent that the value of this Agreement to Moto Canada is, in the reasonable judgment of Moto Canada, substantially impaired;
d. actions or statements or alleged actions or statements by Recipient at any time during or prior to the Term reasonably deemed by Moto Canada to be of a derogatory nature towards Moto Canada, its services, or any third party or third-party products or services, or which may tend to injure the success of Moto Canada and any of Moto Canada's services;
e. Recipient becomes insolvent or admits its inability to pay its debts generally as they become due;
f. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing;
g. is dissolved or liquidated or takes any corporate action for such purpose;
h. makes a general assignment for the benefit of creditors;
i. has a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or assets; or
j. breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable or cure, Recipient does not cure such breach within five (5) days after receipt of written notice of such breach.

18. Consequences of Termination. If this Agreement is terminated under paragraph 17, the Recipient shall promptly:

a. cease using the Moto Canada Brandmark;
b. return to Moto Canada any portion of the Grant that has not been spent or legally committed for an eligible expense as of the effective date of termination;
c. repay any portion of the Grant used for a purpose not permitted under this Agreement;
d. provide Moto Canada with a final accounting of the Grant Funds received, spent, committed, and remaining; and

e. upon Moto Canada's written request, remove or discontinue the use of marketing or promotional materials that refer to Moto Canada or the Grant, except where removal is not reasonably practicable or is prohibited by law.

Upon termination, Moto Canada shall not be required to make any further payment of the Grant.

Nothing in this paragraph limits Moto Canada's right to seek repayment of additional amounts or pursue any other remedy available under this Agreement or applicable law.

Indemnification

19. The Recipient shall, at its expense, indemnify, defend, and hold harmless Moto Canada and its affiliates, and each of their respective officers, directors, members, employees, agents, successors, and permitted assigns (each, an "Indemnified Party"), from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable legal fees and the costs of enforcing any right to indemnification under this Agreement or pursuing an insurance provider (collectively, "Losses"), arising out of or resulting from a third-party claim connected with:

a. the Recipient's negligence or wilful misconduct;
b. the Recipient's breach of its obligations, representations, or warranties under this Agreement;
c. the Recipient's use of the Grant; or
d. the operation or delivery of the funded initiative by or on behalf of the Recipient.

The Recipient shall not be required to indemnify an Indemnified Party to the extent that the Losses were caused by that Indemnified Party's negligence or wilful misconduct.

Compliance with Laws

20. The Recipient represents and warrants that it complies, and shall continue to comply, with all applicable laws, regulations, bylaws, and ordinances.

The Recipient shall obtain and maintain all licences, permissions, authorizations, consents, insurance, and permits required to carry out the funded initiative and fulfill its obligations under this Agreement.

Force Majeure

21. Neither Party shall be liable or deemed to have defaulted under or breached this Agreement for a failure or delay in fulfilling or performing an obligation under this Agreement where the failure or delay is caused by circumstances beyond the affected Party's reasonable control, including:

a. acts of God;
b. flood, fire, explosion, or other natural disaster;
c. epidemics or pandemics;
d. war, terrorism, invasion, riot, or other civil unrest;
e. embargoes or blockades;
f. a national or regional emergency;
g. strikes, labour stoppages or slowdowns, or other industrial disturbances;
h. the enactment of a law or the issuance of a governmental order, rule, regulation, or direction;
i. an action taken by a governmental or public authority, including the imposition of an embargo, import or export restriction, quota, or other restriction or prohibition; or
j. a national or regional shortage of adequate power, telecommunications, or transportation services, each a "Force Majeure Event," provided that:
    i. the Force Majeure Event is outside the reasonable control of the affected Party;
    ii. the affected Party promptly notifies the other Party of the Force Majeure Event and, where reasonably possible, its expected duration;
    iii. the affected Party uses diligent efforts to minimize the effects of the Force Majeure Event and resume performance; and
    iv. the affected Party continues to perform any obligations that are not affected by the Force Majeure Event.

A Force Majeure Event does not excuse the Recipient's obligation to account for Grant Funds already received or return any amount repayable under this Agreement.

Miscellaneous

22. Severability. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, that invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or render that term or provision invalid or unenforceable in any other jurisdiction.

23. Amendments and Modifications. No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by authorized representatives of both Parties.

24. Waiver. No waiver by a Party of any provision of this Agreement shall be effective unless it is expressly set out in writing and signed by the Party granting the waiver.

No failure or delay by a Party in exercising any right, remedy, power, or privilege arising under this Agreement shall constitute a waiver. No single or partial exercise of a right, remedy, power, or privilege shall preclude any other or further exercise of that or any other right, remedy, power, or privilege.

25. Notices. Any notice required or permitted under this Agreement shall be in writing and delivered by regular mail, courier, or email to the addresses identified in the Application Approval Letter, or to any updated address provided by a Party in writing.

A notice shall be deemed received:

- **a.** if delivered personally or by courier, on the date of delivery;
- **b.** if sent by regular mail, on the fifth (5th) business day after the date of mailing; and
- **c.** if sent by email, on the date of transmission, provided that no automated delivery failure notice is received. If an email is sent after 5:00 p.m. in the recipient's local time or on a day that is not a business day, it shall be deemed received on the next business day.

26. Assignment. The Recipient shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without Moto Canada's prior written consent.

Any purported assignment, transfer, delegation, or subcontracting in violation of this paragraph shall be null and void. No permitted assignment or delegation shall relieve the Recipient of its obligations under this Agreement.

Moto Canada may assign or transfer any or all of its rights or obligations under this Agreement without the Recipient's prior written consent.

27. Successors and Assigns. This Agreement is binding upon and ensures to the benefit of the Parties and their respective permitted successors and assigns.

28. Governing Law. This Agreement and all related documents, including all schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of any dispute arising out of or relating to this Agreement.

29. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy. Electronic signatures shall be considered valid and binding to the extent permitted by applicable law.

Recipient	Moto Canada
Title of Organization:	
Authorized Representative:	Authorized Representative:
Title:	Title:
Signature:	Signature:
Date:	Date:

Schedule “A”

Moto Canada Brandmark

Approved Moto Canada Brandmark:



Brand usage requirements:

1. The Moto Canada Brandmark must be used in the form provided or approved by Moto Canada.
2. The Moto Canada Brandmark may not be altered, distorted, recoloured, cropped, or combined with another mark without Moto Canada’s prior written approval.
3. Appropriate clear space must be maintained around the Moto Canada Brandmark.
4. The Moto Canada Brandmark must remain legible and must not be placed on a background that materially reduces its visibility.
5. Questions regarding use of the Moto Canada Brandmark shall be directed to the Moto Canada contact identified in the Application Approval Letter.