

**COMMUNITY GRANTS PROGRAM AGREEMENT**

**BETWEEN:** Pine Rivers Community Finance Limited ABN 11 068 049 178 (“PRCF”)

**AND:** ..... ABN .....trading as  
..... (the “Grantee”)

**Pine Rivers Community Finance Limited (PRCF), part of the Community Bank®, offers to make a grant of \$..... inclusive of GST (the “Grant”) to the Grantee subject to the following conditions:-**

1. The Grantee must use the Grant exclusively for the purposes stated in the Schedule (“Specified Purposes”).
2. Any part of the Grant not used for the Specified Purposes within the 12 month period commencing upon the signing of this Agreement must be returned to PRCF.
3. The Grantee must immediately return all or any part of the unused Grant if requested by PRCF, in circumstances where PRCF reasonably forms the view that the Grant is not or will not be used for the Specified Purpose or is otherwise being used contrary to the purpose of the Grant.
4. The Grantee must provide a written report on the use of the Grant for the Specified Purposes which PRCF may include or refer to in its annual report, or otherwise publicise. The Grantee’s report must state how the Grant has been spent; outline the outcomes and achievements of the Specified Purposes; and be provided to the Grantee within 12 months of the date of the Grant or any instalment of the Grant or as otherwise notified by PRCF. PRCF will provide a report template to be used by the Grantee.
5. The Grantee grants to PRCF an irrevocable, royalty-free, non-exclusive licence to use all information which has been made publicly available by the Grantee relevant to or arising from the Specified Purposes irrespective of the form it takes including software, promotional, educational, training, research and reporting material, where such a license would comply with item 6 below.
6. The Grantee represent and warrant to PRCF that its interest in the information and materials referred to above does not breach any intellectual property ownership rights of any third party and will not grant a license under clause 5 above where this cannot be complied with.
7. To the fullest extent permitted by law, PRCF is not liable for any loss (including consequential loss) caused by or resulting from the Grantee’s use of the Grant, any breach of this Agreement by the Grantee, or any wrongful, wilful or negligent act or omission by the Grantee or any of their employees, agents or contractors.

- 8. The Grantee indemnifies PRCF from and against all liabilities, claims, losses, damages, costs and expenses (including legal fees) which the Grantee or any other person may incur or suffer of or in connection with or incidental to the use of the Grant, any breach of this Agreement by the Grantee, or any wrongful, wilful or negligent act or omission by the Grantee or any of their employees, agents or contractors.

**THE SCHEDULE**

Specific Purposes: .....

**SIGNED AS AN AGREEMENT** on the                      day of                      20                      .

**EXECUTED** by .....

by its authorised representative:

Signature: .....

Name: .....

Job title: .....

**EXECUTED** by PINE RIVERS COMMUNITY FINANCE LIMITED in accordance with the Corporations Act 2001 by being signed by the following officers:

Director: .....

Director/Company Secretary: .....