

“At Your Side” Small Business Grant Program Terms

Applications for the “At Your Side” Small Business Grant Program ("Program") will be accepted from January 21, 2021 at 9am PT through 11:59 pm PT on January 28, 2021 ("Application Period"). After the end of the Application Period, 200 applications will be randomly selected for review and consideration for the Program grants.

PROGRAM DESCRIPTION: The National Main Street Center, Inc. (“Sponsor”), through its Main Street America program, will deliver the Program, with support from Brother International Corporation (“Brother”). The Program will fund solutions that help small brick and mortar business owners respond and adapt to the COVID-19 pandemic, and also help to revitalize and strengthen older and historic downtown Main Streets. Grants of \$5,000 to \$10,000 will be awarded on a competitive basis.

ELIGIBILITY: Applicants must meet the following requirements to apply for a Program grant:

- The applicant’s business must be a business entity in good standing in the state in which it was formed and the state in which it does business.
- The applicant’s business must be located in an officially designated Main Street America or UrbanMain commercial district. This list is available at www.mainstreet.org.
- The applicant’s business must operate a “brick and mortar” store front since at least January 1, 2020.
- The applicant’s business must employ less than 20 full time employees.
- The applicant must be an owner of the business.
- The applicant must be at least age 18 years or older.
- The applicant’s business must be a for profit business. 501(c)(3) entities and 501(c)(6) entities are not eligible for a Program grant.

Grant recipients are not required to be customers of Brother. Applications will be weighed and grants awarded without consideration of applicant’s being or not being a present, past, or prospective customer of Brother. Employees of Sponsor and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate. Employees of Brother and their respective parents, subsidiaries, affiliates, and members of their immediate family (spouses and children, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate. Program is subject to all applicable federal, state and local laws. By submitting an Application, each applicant agrees to abide by these Terms, the terms of any grant agreements issued, and decisions of Sponsor, [which shall be final and binding in all respects relating to the Program.

HOW TO SUBMIT AN APPLICATION: During the Application Period, visit www.mainstreet.org/brother and follow the directions provided to submit the application form in its entirety in accordance with the instructions provided ("Application"). Applicants must comply with all on-screen instructions to be eligible and an incomplete Application will not be considered. Proof of submission of an Application (such as,

without limitation, a screen shot of such Application) does not constitute proof of actual receipt of a submission for purposes of the Program.

Limit one (1) Application per eligible small business. Applications generated by script, macro or other automated means or by any means which subvert the submission process are void. All Applications become the sole property of the Sponsor, will not be returned to the Applicant and may be destroyed after the Program is over.

APPLICATION RESTRICTIONS: Application must be true and verifiable and the original work product of the applicant. No part of the Application may have been previously published, have won previous grants or contests, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting an Application, applicant represents and warrants that the Application conforms to these Terms and understands that Sponsor, in their sole discretion, may disqualify the Application for any reason, including if it determines, in its sole discretion, that the Application fails to conform to these Terms in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

PUBLICITY GRANT/USE OF ENTRIES: By submitting an Application, applicants hereby grant to Sponsor, Brother, and their respective designees, successors, licensees and assigns a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Application and all elements embodied therein, in whole or in part, including, without limitation, their names, cities and states of residence and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Applicants agree that Released Parties (as defined below) are not responsible for any unauthorized use of Applications by third parties. Sponsor and Brother have no obligation to make use of the rights granted herein.

JUDGING: Applications will be reviewed, among other things, based on the following: feasibility of proposal set forth in Application, extent to which grant will help address acute business need or help a business owner implement innovative solutions to address COVID-19 related challenges, opportunity for other businesses to learn from work performed by the potential grant recipient, how the grant will help improve the viability of business of the potential grant recipient, and how the grant might leverage additional funds. A minimum of 50% of grants will go to diverse-owned businesses. For purposes of the Program, a diversely-owned business is one that is a veteran owned business, woman owned business, LGBT owned business, African-American owned business, Asian-American owned business, Hispanic-American owned business, Native-American owned business, Asian-Pacific American owned business, disabled person owned business and/or service-disabled veteran owned business.

Sponsor reserves the right not to provide all grants if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Applications. All decisions of the Sponsor are final and binding. Sponsor will not reveal the judging scores for any Application in any phase during or at the conclusion of the Program.

GRANT RECIPIENT NOTIFICATION: Potential grant recipients will be notified by telephone, mail and/or email and will be required to execute and return a Grant Acceptance Form within seven (7) days of date of issuance. If a potential grant recipient does not respond to the initial notification within the time period stated, all required documents are not returned within the specified time period, a grant notification is returned as undeliverable, or a potential grant recipient is not in compliance with these Terms, such potential grant will be forfeited and, at Sponsor's discretion, a runner-up may be selected.

GRANTS: \$5,000 - \$10,000 check. Any and all federal, state and local taxes are the sole responsibility of the grant recipient. Grant recipients may not substitute, assign or transfer a grant. All terms and conditions and details of the grant including the grant value and exact number of grants awarded are at Sponsor's sole discretion. Limit one (1) grant per small business.

PROJECT EXECUTION AND REPORTING:

Grants must be used directly and solely for the purpose identified in the grant recipient's Application and the grant agreement and otherwise in accordance with these Terms. Each grant recipient must complete its project within twelve months after receipt of its grant. Each grant recipient must provide a final report to the Sponsor within twelve months after receipt of its grant. The final report shall include (i) a description of the final completed project, (ii) the impact of the final completed project, (iii) receipts from grant recipient confirming expenditure of grant funds in accordance with terms and conditions of the Program and (iv) photo documentation of physical improvements (before and after photos), if applicable.

RELEASE OF LIABILITY: By submitting an Application, each applicant agrees to release, indemnify, discharge and hold harmless Sponsor, Brother, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from applicant's Application, applicant's participation in the Program or any Program-related activity, applicant's acceptance of the grant and/or Sponsor's or Brother's use of the rights granted herein. Furthermore, each applicant agrees to release, indemnify and hold harmless the Released Parties from any and all claims, including without limitation any claims based on the right of publicity or privacy, arising out of the Released Parties' use of applicant's name, testimonial statement, voice, picture, and likeness in any derivative or promotional works based on the Application, applicant's participation in the Program or any Program-related activity, applicant's acceptance of the grant and/or Sponsor's or Brother's use of all rights granted herein.

GENERAL CONDITIONS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Applications, messages, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected

transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or reviewing of Applications, the announcement of the grants or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in the Program. Persons who tamper with or abuse any aspect of the Program, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated Applications will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper submission of Applications, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Program and, if terminated, in its sole discretion, select the potential grant recipients from all eligible, non-suspect Applications received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REQUEST FOR GRANT RECIPIENTS LIST: For a list of the grant recipients (available after March 1, 2021), send an email to: mainstreet@savingplaces.org, by no later than March 30, 2021.

Sponsor: National Main Street Center, Inc., 53 W. Jackson, Suite 350, Chicago, IL 60604.