

JCDecaux Nurture Program

Terms and Conditions

JCDecaux and the Client have agreed for the Client to participate in JCDecaux's "Nurture" program (**Program**). The following terms and conditions govern the Client's participation in the Program:

1. The Client's participation in the Program is solely determined by JCDecaux.
2. In the event the Client's Campaign does not commence within six (6) months from the first date of JCDecaux presenting the Program to the Client, the Client is not eligible for the Program.
3. The benefits of the Program are available for a period of two (2) years from the first date of the Client's first campaign with JCDecaux (**Program Term**). After this Program Term, the Client's participation in the Program will cease and JCDecaux will not be required to provide the benefits of the Program.
4. The Client must implement a system or tool to track brand measurement or effectiveness prior to the commencement of a Campaign. For Clients affiliated with Tracksuit, the Client must implement brand tracking with Tracksuit.
5. For the purposes of the Program, media is valued at Effective Actual Investment Rate (**EAIR**). EAIR represents the actual cash investment rate of campaign placement at the time of booking based on market trading conditions.
6. Provided the Client has booked a campaign with a media value of \$50,000 at EAIR (excluding any charges made by JCDecaux for production or installation), JCDecaux will 'investment match'. Investment Matching refers to JCDecaux providing the Client with an equivalent value to the investment made by the Client for the Campaign. For example, if a Client books a campaign on certain transit assets for one week, JCDecaux will extend the campaign on those same transit assets (or as determined solely in JCDecaux's discretion, acting reasonably, alternate assets of an equivalent value) for an additional week.
7. If the client is affiliated with Tracksuits' brand tracking system: Provided the Client has booked a campaign with a media value of \$50,000 at EAIR (excluding any charges made by JCDecaux for production or installation), for only the first campaign booked with JCDecaux, JCDecaux will provide the Client an additional media value of \$20,000 at EAIR.

8. The Client will provide any results reasonably requested by JCDecaux measuring the effectiveness of a Campaign (**Results**). These results may include, for example, market share, sales, revenue, website traffic. JCDecaux will use reasonable endeavours to discuss and agree upon the Results prior to the commencement of the Campaign. For the avoidance of doubt, the Client is required to provide the Results for any Campaigns held during the Program Term, even if the Results are not available until after the expiration of the Program Term.
9. Unless otherwise agreed and for the avoidance of doubt, the Client acknowledges that JCDecaux may use the Results for marketing purposes in any form or media and the Client grants JCDecaux (and/or shall do all things required to obtain such a grant from any other person) a free, worldwide, non-exclusive licence to use, reproduce, adapt and exploit the Results as may be required for this purpose.
10. These terms will continue to apply for the duration of the Program Term.