

SCHEDULE 'A'

"Agreement", means this Agreement and any instrument supplemental or ancillary hereto; and the expressions.

"Articles", "Section", and "Subsection" followed by a number means and refers to the specified Article, section or subsection of this Agreement.

"Allowable Commissions" means agency commissions actually paid or payable to advertising agencies or persons in return for Agreement advertising placed with the Company through such agencies -- does not include any such commission where the Company has any financial interest in or financial connection to the said agency or person.

"Annual Fee" means the consideration described in Article 6.

"ARC", means Advertising Review Committee made up of appointed Commissioners whose role is to review advertising materials on an as required basis that TTC staff determine is of a questionable or controversial nature. Due to time sensitive materials involved, they are to complete their review within a three business day timeframe. At its discretion, they act as the final arbiter in all matters relating to advertising acceptance.

"Bank Prime", means the prime rate charged on loans to prime commercial credits by the Canadian Imperial Bank of Commerce at its principle office in Toronto, Ontario.

"Company", means the firm that has been selected through the public procurement process as the TTC's advertising contractor.

"Company Personnel", means servants and agents of the Company who may be required to engage in any activity in the System in furtherance of this Agreement.

"Decaling", means the application of vinyl material onto the TTC's buses, streetcars, subway cars and in TTC Subway Stations.

"Framing" means, all racks, space frames, sign boxes, and similar or necessarily ancillary objects required for the display of advertisements under this Agreement, all of which are and are to be of sizes and types in use at the commencement of this Agreement.

"Prompt Payment Discounts", means prompt payment discounts of not more than two (2%) which shall have been actually earned by the advertiser.

"Public Transit Vehicles", means all Surface Vehicles, Light Rail Transit Cars and Subway Cars.

"Safety Training", means a "Subway Rulebook" training course on safe work practices within the TTC System and, the extent applicable, the annual review of the substance.

"Revenue", means monies paid to the TTC by the Company as result of the advertising contract as set out in Appendix A - Article 6.

"Stations", means Transit Car Stations and attached Surface Vehicle Stations, if any, but shall not mean any contiguous TTC real property.

"System Display Frames" means frames for the display of system route maps and of local area maps and similar information where such frames may already be installed in stations or where, in the opinion of the TTC, the installation of which may be practicable. Such frames may also include space for advertisements and may be lighted.

"Subway/LRT Vehicle Cars", means all subway cars and light-rail cars owned or operated by the TTC during the term of this Agreement.

"Surface Vehicles", means all Buses, Wheel-Trans Buses and Streetcars owned or operated by the TTC during the term of this Agreement.

"TTC", means the Toronto Transit Commission which own all of the vehicles and property referred to in this agreement.

"TTC Personnel", means servants and agents of the TTC such as the Senior Contract Administrator who may be required to engage in any activity in furtherance of this Agreement.

"Whole Vehicle Advertising or Vehicle Mural", means a bus, streetcar and subway car that has been decalated including the windows but excluding the front of the bus and/or streetcar down the windows on the open side and only on 50% of the other windows of the bus and streetcar and excluding all of the windows of a subway car.

"Year", means a calendar year.