

**COMMISSIONER FOR COMPLAINTS FOR TELECOMMUNICATIONS SERVICES  
INC./COMMISSAIRE AUX PLAINTES RELATIVES AUX SERVICES DE  
TÉLÉCOMMUNICATIONS INC.**

**AMENDED AND RESTATED PARTICIPATION AGREEMENT**

**(Amended and Restated April 10, 2014)**

**THIS AMENDED AND RESTATED PARTICIPATION AGREEMENT** made and entered into with effect as of the 10<sup>th</sup> day of April, 2014 (the “**Effective Date**”)

**AMONG:** **COMMISSIONER FOR COMPLAINTS FOR  
TELECOMMUNICATIONS SERVICES INC./COMMISSAIRE  
AUX PLAINTES RELATIVES AUX SERVICES DE  
TÉLÉCOMMUNICATIONS INC.**, a corporation incorporated under the laws of Canada

(hereinafter called the “**Corporation**”)

- and -

**EACH OF THE PERSONS LISTED IN SCHEDULE A TO THIS AGREEMENT, AND SUCH OTHER ENTITIES AS MAY BECOME PARTICIPATING SERVICE PROVIDERS AND WHO EXECUTE A COUNTERPART TO THIS PARTICIPATION AGREEMENT AS PROVIDED HEREIN**

(hereinafter called the “**Participating Service Providers**” collectively, and “**Participating Service Provider**” individually)

**WHEREAS** the Corporation is a non-share capital corporation continued on January 29, 2014 under the *Canada Not-for-profit Corporations Act*;

**AND WHEREAS** the Corporation was created as an independent agency with a mandate to resolve complaints from individual and small business retail customers of telecommunications services providers;

**AND WHEREAS** Privy Council Order 2007-533 provided, *inter alia*, that all telecommunications service providers should participate in and contribute to the funding of the Corporation;

**AND WHEREAS** the structure and mandate of the Corporation was approved by the CRTC in Telecom Decision CRTC 2007-130, conditional upon certain conditions being met, as set forth therein;

**AND WHEREAS** the CRTC varied certain aspects of Telecom Decision CRTC 2007-130 in Telecom Decision CRTC 2008-46;

**AND WHEREAS** Telecom Decision CRTC 2007-130, as varied by Telecom Decision CRTC 2008-46, provides that certain telecommunications services providers are required, as a condition of providing telecommunications service, to be Participating Service Providers;

**AND WHEREAS** in Telecom Regulatory Policy CRTC 2011-46 the CRTC determined that all telecommunications service providers that provide services within the scope of the Corporation's mandate, are required to be Participating Service Providers for a further five-year period;

**AND WHEREAS** as a condition of becoming a Participating Service Provider, Telecommunication Service Providers are required to execute and deliver this Agreement;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the respective covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto covenant and agree as follows:

## **Article 1** **INTERPRETATION**

### **1.1 Definitions**

All capitalized terms used in this Agreement, including in the recitals, that are not defined herein shall have the meanings ascribed thereto in the By-laws. Unless otherwise specifically required by the context, in this Agreement the following words and terms shall have the meanings ascribed to them as follows:

- (a) “**Actual Cost**” means the actual total cost incurred by the Corporation for or in connection with the delivery of the Services, including, without limitation, charges for services, personnel, equipment and facilities, receivables which are past due more than sixty (60) days, taxes, and other charges;
- (b) “**Agreement**” means this Amended and Restated Participation Agreement, together with its Schedules, as amended from time to time;
- (c) “**Annual Fee**” means the fee to be paid by Participating Service Providers with Retail Forborne Revenues of less than \$10 million, as set from time to time by the Board of Directors of the Corporation;
- (d) “**Arbitration**” has the meaning set forth in Section 8.12(a);
- (e) “**Arbitration Notice**” has the meaning set forth in Section 8.12(b);

- (f) **“Articles”** means the articles of continuance of the Corporation dated January 29, 2014;
- (g) **“Business Day”** means any day of the week other than a Saturday, Sunday or other day on which banks operating in any province or territory of Canada are authorized by law to close;
- (h) **“By-laws”** means the By-laws of the Corporation dated January 29, 2014 and all other by-laws of the Corporation from time to time in force and effect, as they may be amended from time to time;
- (i) **“Claimant”** has the meaning set forth in Section 8.12(b);
- (j) **“Commissioner Deliberation Records”** means any document, report, recommendation, or other information directly pertaining to a complaint against a Participating Service Provider, but does not include any reports, summaries, documents or other information that is aggregated or otherwise modified or abstracted such that the identity of any particular complainant (including, without limitation, a Customer) or Participating Service Provider cannot be determined, directly or indirectly;
- (k) **“Confidential Information”** means, in relation to any Party, any and all information and data relating in any manner to such Party’s business, activities, plans, ideas, products, services, policies or intentions (including without limitation, information of an operational, business, marketing, financial or economic nature), whether or not proprietary in nature, that is of value to such Party and is held by such Party as confidential and is not generally known to competitors of such Party or to the public, and includes, without limitation, any Commissioner Deliberation Records;

provided, however, that Confidential Information does not include any information:

  - (i) that is publicly available by other than unauthorized disclosure;
  - (ii) that is approved for unlimited or unspecified release by the written authorization of the Informant;
  - (iii) that the Recipient can demonstrate was in the Recipient’s possession prior to the time of disclosure;
  - (iv) that was disclosed to the Recipient by a third party without any restrictions on its use or disclosure, provided the third party is not itself in breach of any obligations of confidence with respect to such information; or
  - (v) contained in any Decision of the Commissioner under the Procedural Code;
- (l) **“Counterpart Agreement”** means the agreement attached as Schedule B hereto;
- (m) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission, or any successor thereof;

- (n) “**Customer**” means individual or Small Business that received telecommunications services from a Participating Service Provider at the time the facts on which the complaint is made arose;
- (o) “**Decision**” means a decision of the Commissioner made under Section 11 of the Procedural Code;
- (p) “**Default**” has the meaning set forth in Section 6.2;
- (q) “**Default Date**” has the meaning set forth in Section 6.2;
- (r) “**Defaulting Participating Service Provider**” has the meaning set forth in Section 6.2;
- (s) “**Effective Date**” has the meaning first set forth above;
- (t) “**Informant**” means any Party to this Agreement that provides Confidential Information to any other Party to this Agreement;
- (u) “**Institute**” has the meaning set forth in Section 8.12(a);
- (v) “**Mandate**” has the meaning set forth in Section 2.3;
- (w) “**Participating Service Provider**” means any Telecommunications Services Provider that has executed this Agreement (as may be in force from time to time), for so long as this Agreement has not been terminated or the Participating Service Provider has not legally withdrawn in accordance with this Agreement;
- (x) “**Parties**” means, collectively, the Corporation, the persons listed in Schedule A to this Agreement, and any other person that becomes a party to this Agreement, and “**Party**” means any one of them;
- (y) “**Preliminary Meeting**” has the meaning set forth in Section 8.12(f);
- (z) “**Procedural Code**” has the meaning set forth in Section 2.3(a);
- (aa) “**Prime Rate**” means, at any time, the rate of interest expressed as an annual rate established by the principal banker of the Corporation from time to time as its reference rate of interest to determine the interest rates it will charge for loans in Canadian dollars to Canadian customers;
- (bb) “**Quarterly Period**” means each financial quarter of the Corporation, commencing August 1, 2007;
- (cc) “**Recipient**” means any Party to this Agreement, or any other person, that receives Confidential Information from any other Party to this Agreement;

- (dd) **“Recommendation”** means a recommendation of the Commissioner under Section 10 of the Procedural Code;
- (ee) **“Retail Forborne Revenues”** means a Participating Service Provider’s forborne retail telecommunications services revenues during the relevant period, as reported by the Participating Service Provider to the CRTC in connection with its Telecommunications Monitoring Report data collection filings;
- (ff) **“Retail Forborne Revenue Share”** means, for those Participating Service Providers with Retail Forborne Revenues greater than \$10 million, a fraction expressed as a percentage, the numerator of which shall be the Participating Service Provider’s Retail Forborne Revenues during the relevant period, and the denominator of which shall be the total Retail Forborne Revenues of all Participating Service Providers with Retail Forborne Revenues greater than \$10 million during such period, which percentage shall be calculated by the Corporation in accordance with and pursuant to Section 5.3;
- (gg) **“Rules”** has the meaning set forth in Section 8.12(a);
- (hh) **“Services”** means all of those services performed by the Corporation on behalf of the Participating Service Providers, as described herein and otherwise as may be determined by the Corporation from time to time, and shall include, without limitation, professional and consulting services, audit initiation and review as may be required, and general administrative services related to the foregoing activities;
- (ii) **“Small Business”** means a business whose:
  - (i) net monthly invoice for all telecommunications services in the month preceding the month in which a complaint is made against such Participating Service Provider; or
  - (ii) average net monthly invoices for all telecommunications services in the three month period preceding the month in which a complaint is made against such Participating Service Provider;did not exceed \$2,500; and
- (jj) **“Telecommunications Services Providers”** means, collectively, telecommunications services providers that provide telecommunications services to Customers in Canada and **“Telecommunications Services Provider”** means any one of such telecommunications services providers.

## 1.2 Extended Meanings

Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa and any gender herein used shall be deemed to include the feminine,

masculine and neuter genders and “person” shall include an individual, firm, corporation, syndicate, partnership, trust, association, joint venture, unincorporated association and every other legal or business entity whatsoever. The terms “provision” and “provisions” refer to terms, conditions, provisions, covenants, obligations, undertakings, representations and warranties in, or Schedules to, this Agreement or, if the context so requires, other agreements referred to herein. The term “includes” or “including” shall be construed as meaning “includes without limitation” and “including without limitation”, as the case may be.

#### 1.3 Sections and Headings

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular article, section, paragraph or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Unless otherwise indicated, any reference in this Agreement to a Section or Schedule refers to the specified Section of or Schedule to this Agreement.

#### 1.4 Accounting Terms

All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles from time to time established by the Canadian Institute of Chartered Accountants or any successor thereto.

#### 1.5 Financial Responsibility

Financial responsibility relating to a particular function contemplated by this Agreement lies with the Party who has the responsibility of performing that function pursuant hereto or thereto unless otherwise indicated herein or therein.

#### 1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision is hereby declared to be separate, severable and distinct.

#### 1.7 Currency

All references in this Agreement or any Schedule hereto, to sums of money shall be, unless the contrary is expressly indicated, to lawful money of Canada.

#### 1.8 Business Days

In the event that any act is required hereunder to be done, any notices required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day,

unless otherwise specifically provided for herein, such act shall be required to be done or notices shall be required to be given or time shall expire on the next succeeding Business Day and, in the case of any payment of any monetary amount, the extension of time shall be included for the purpose of computation of interest thereon.

#### 1.9 Waiver

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default by any Party hereto in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

#### 1.10 Schedules

The following are the Schedules annexed hereto which are incorporated by reference and deemed to be part of this Agreement:

- Schedule A: Names and Addresses of Participating Service Providers
- Schedule B: Form of Counterpart Agreement
- Schedule C: Procedural Code
- Schedule D: Fees

### **Article 2** **PARTICIPATING SERVICE PROVIDERS AND MANDATE**

#### 2.1 Certification

The Participating Service Provider hereby certifies that it is a Telecommunications Services Provider.

#### 2.2 Participating Service Provider

Upon execution and delivery of this Agreement or the Counterpart Agreement by any Telecommunications Services Provider and the Corporation, such Telecommunications Services Provider shall become a Participating Service Provider.

#### 2.3 Mandate of the Corporation

The mandate of the Corporation is to:

- (a) provide independent, impartial, timely, efficient and informal resolution of complaints made by complainants against Participating Service Providers within the framework of a procedural code adopted by the Corporation, as amended from time to time (the “**Procedural Code**”); and
- (b) make public annual reports, including statistical information, as provided for in the By-laws (paragraphs (a) – (b) are collectively referred to as the “**Mandate**”).

## 2.4 Covenant of the Corporation

The Corporation covenants and agrees that it shall act at all times within and in accordance with the Articles (including without limitation the purposes set forth therein), the Mandate, By-laws, and Procedural Code, and covenants and agrees to be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

## 2.5 Acknowledgment of Participating Service Providers

The Participating Service Providers acknowledge and agree that the Corporation shall act at all times within and in accordance with the Articles (including without limitation the purposes set forth therein), the Mandate, By-laws, and Procedural Code, and will be bound by the provisions of this Agreement to the full extent that the Corporation has the capacity and power at law to do so.

# **Article 3** **ACKNOWLEDGMENTS AND AGREEMENTS**

## 3.1 Acknowledgments and Agreements

Upon execution and delivery of this Agreement or a Counterpart Agreement, each Participating Service Provider covenants and agrees to adhere to, be bound by and observe any and all provisions of this Agreement and the Procedural Code, as each such instrument may be amended from time to time, as well as any communications plan filed with the CRTC in accordance with Telecom Decision CRTC 2007-130.

## 3.2 Procedural Code

Without restricting the generality of Section 3.1 above, the Participating Service Provider covenants and agrees to abide and be bound by the regime for resolving complaints set forth in the Procedural Code, and the jurisdiction and authority of the Commissioner described therein, including without limitation the following specific provisions of the Procedural Code:

- (a) acknowledging and agreeing to the functions, powers, and duties of the Commissioner, and the scope of services, as described in Article 2 and Article 3;
- (b) providing any information required or requested under Article 6;
- (c) cooperating in good faith with any investigation conducted by the Commissioner pursuant to Article 6 and Article 9;
- (d) responding to any Recommendation of the Commissioner as required under Article 10, and agreeing to be bound by any Decision of the Commissioner pursuant to Article 11;

- (e) submitting to and honouring the remedies that may be employed or levied by the Commissioner against the Participating Service Provider, as set forth in Article 12; and
- (f) acknowledging the undertaking set forth in Article 13 and the immunity in favour of the Commissioner set forth in Article 15.

3.3 Amendments to this Agreement, By-laws, and Procedural Code

- (a) The Corporation and each Participating Service Provider acknowledges and agrees that:
  - (i) this Agreement and the Procedural Code may be amended from time to time by Extraordinary Resolution and majority vote of the Members, respectively; and
  - (ii) any such amendments may be material to the Participating Service Provider and may include amendments to, among other things, Article 5.
- (b) Notwithstanding the Section 3.3 (a) the Corporation and Participating Service Providers acknowledge and agree that any amendments:
  - (i) to Article 5 of this Agreement shall not be effective unless and until all Directors who are nominees of the Members appointed by the Participating Service Providers under the By-laws have signified their unanimous consent thereto in writing; and
  - (ii) to Sections 4, 6.17, 6.18, 12.1 (c) and 12.2 of the Procedural Code shall not be effective unless and until adopted by Extraordinary Resolution of the Members.
- (c) (i) The Corporation and each Participating Service Provider hereby agrees to be bound by any such amendments that affect this Agreement, and to execute any amendments necessary to this Agreement in order to cause it to conform to the By-laws and Procedural Code, as amended, or such other amendments, agreements or decisions taken by the Members.
- (ii) Notwithstanding Section 3.3 (c) (i), the Corporation and Participating Service Providers acknowledge and agree that no amendment to the Procedural Code shall be effective if it is in conflict or is inconsistent with the terms of this Agreement.
- (iii) The Corporation shall make a reasonable effort, but shall be under no obligation, to furnish the Participating Service Providers with any amendments to, or amended versions of, this Agreement.
- (iv) For greater certainty, except as expressly provided herein, the Participating Service Provider shall be bound by such amendments, regardless of

whether the Participating Service Provider has executed and delivered an amended version of this Agreement as of the effective date of such amendment specified therein, or, where an effective date has not been so specified, as of the date of the adoption of the applicable resolution of the Members.

## **Article 4** **SERVICES TO BE PROVIDED BY THE CORPORATION**

### **4.1    Services**

The Participating Service Providers hereby engage the Corporation and the Corporation agrees to provide to the Participating Service Providers the Services in consideration of payment, by the Participating Service Providers, of the payments described in Article 5.

### **4.2    Forecast of Services**

The Parties acknowledge and agree that the Annual Budget and Business Plan of the Corporation delivered and approved pursuant to Section 11 (b) of the By-laws shall constitute a forecast of the Actual Cost for Services delivered hereunder.

### **4.3    Changes to the Services**

The Services may at any time and from time to time during the term of this Agreement be added to, deleted or changed as determined by Extraordinary Resolution of the Members, and the Corporation shall comply with such additions, deletions or changes, in accordance with the terms and conditions otherwise applicable under this Agreement.

### **4.4    Standard of Care**

The Corporation shall exercise the diligence, skill and care in performing the Services that a reasonable provider of such Services would exercise in similar circumstances, and shall ensure that the Services are performed by qualified persons with suitable training and skill. The Corporation shall make all reasonable efforts to ensure that the resources of the Corporation are allocated, and the services provided by the Corporation are performed, in an efficient manner and that the Participating Service Providers receive the benefit of all cost savings and other efficiencies resulting from such efforts.

### **4.5    Verification of Records**

- (a)    Subject to the provisions of Article 7 relating to confidentiality, the Corporation agrees, upon a reasonable notice request of a Participating Service Provider, to permit that Participating Service Providers to have access to such financial records as it may reasonably require to verify the accuracy of any financial transaction between such Participating Service Provider and the Corporation

(subject to Section 4.5(b) below). All costs of conducting such verification shall be borne by the requesting Participating Service Providers.

(b) Notwithstanding anything set forth in Section 4.5(a), the Corporation shall not disclose, and the Participating Service Providers shall not be entitled to receive or review, any Commissioner Deliberation Records.

## **Article 5** **COSTS AND PAYMENT**

### 5.1 One-time Fee

(a) Each Participating Service Provider shall, upon becoming a Participating Service Provider, pay to the Corporation the following amount as an initial one-time fee within thirty (30) days of receipt of an invoice from the Corporation in respect thereof:

- (i) For each Participating Service Provider with Retail Forborne Revenues less than \$10 million: \$500;
- (ii) for each Participating Service Provider with a Retail Forborne Revenue Share less than one tenth of one percent (0.1%) for the annual period ending December 31 of the year prior to such entity becoming a Participating Service Provider: \$1000;
- (iii) for each Participating Service Provider with a Retail Forborne Revenue Share greater than one tenth of one percent (0.1%) but no greater than one and one half percent (1.5%) for the annual period ending December 31 of the year prior to such entity becoming a Participating Service Provider: \$10,000; and
- (iv) for each Participating Service Provider with a Retail Forborne Revenue Share greater than one and one half percent (1.5%) for the annual period ending December 31 of the year prior to such entity becoming a Participating Service Provider: \$25,000.

(b) All proceeds received by the Corporation through the application of Sections 5.1(a)(i), (ii) and (iii) shall be deposited to the general operating accounts of the Corporation. Notwithstanding anything to the contrary in Section 5.1(a), where any Participating Service Provider has paid a fee under Section 5.1(a), any affiliate of such Participating Service Provider that subsequently executes and delivers this Agreement, shall not be required to pay any fee under Section 5.1(a).

## 5.2 On-going Funding of the Corporation

- (a) The Participating Service Providers of the Corporation shall fund all reasonable costs of the Corporation, which costs shall be reflected in the Annual Budget and Business Plan of the Corporation approved pursuant to Section 11 (b) of the By-laws for the relevant year.
- (b) Participating Service Providers shall fund all reasonable costs of the Corporation as follows:
  - (i) a revenue-based fee (“RBF”) to be paid by all Participating Service Providers with Retail Forborne Revenues greater than \$10 million. Each Participating Service Provider’s share of RBF shall be equal to its Retail Forborne Revenue Share as calculated from time to time by the Corporation under Section 5.3;
  - (ii) an Annual Fee, to be paid only by Participating Service Providers with Retail Forborne Revenues less than \$10 million; and
  - (iii) a complaint-based fee (“CBF”) to be paid by all Participating Service Providers in respect of which the Corporation has received at least one complaint during the fiscal year,

calculated in accordance with Schedule D. Subject to Section 3.3, Schedule D shall be restated annually by the Corporation and delivered to the Participating Service Providers immediately following such restatement.

## 5.3 Participating Service Provider’s Retail Forborne Revenue Share

- (a) For the purposes of the calculation of Retail Forborne Revenue Share in Section 5.1 and 5.2, the Parties acknowledge and agree that:
  - (i) each TSP that becomes a Participating Service Provider shall deliver to the Corporation, on or before fifteen (15) days of receiving a request for information from the Corporation, a confidential statutory declaration certifying each such Participating Service Provider’s Retail Forborne Revenue for the annual period ending December 31 of the previous year;
  - (ii) upon request of the Corporation from time to time, each and every Participating Service Provider shall, within fifteen (15) days of such request, deliver to the corporation, a confidential statutory declaration certifying each such Participating Service Provider’s Retail Forborne Revenue for the annual period ending December 31 of the previous year; and

- (iii) the Corporation shall, from time to time as required, calculate, exclusively in reliance on the statutory declarations referred to in (i) above, each Participating Service Provider's Retail Forborne Revenue Share, which shall, upon such calculation, constitute the Retail Forborne Revenue Share of each Participating Service Provider at that time.
- (b) Any adjustments to Participating Service Providers' Retail Forborne Revenue Share that may be required as a result of either the admission of new Participating Service Providers or cessation of Participating Service Providers, will be calculated as described under Section 5.4(f).

**5.4 True-Up Mechanism (Annual and Interim Adjustments)**

- (a) The Corporation shall calculate and implement all adjustments described in this Section 5.4 within sixty (60) days of the end of the each financial year of the Corporation.
- (b) Annually, the Corporation will:
  - (i) review and calculate any deviation between total actual expenses, and total expenses budgeted in the each Annual Budget and Business Plan (including any amendments to the Annual Budget and Business Plan);
  - (ii) review and calculate any deviation between the total number of complaints closed during the year in the aggregate (and for each Participating Service Provider), and total estimated number of complaints for such year which formed the basis for the establishment of complaint level price as described in Schedule D; and
  - (iii) review any interim adjustments to the complaint level price in Schedule D as contemplated by Section 5.4(e).
- (c) Following each annual review described in Section 5.4(b), the Corporation shall retroactively recalculate and adjust all RBF and CBF paid during the year for each Participating Service Provider, based upon:
  - (i) total actual expenses (including any amendments to the Annual Budget and Business Plan) as described in Section 5.4(b)(i);
  - (ii) total number of complaints closed during the year in the aggregate (and for each Participating Service Provider), as described in Section 5.4(b)(ii); and
  - (iii) any adjustments described in Section 5.4(b)(iii).
- (d) Any adjustment to a Participating Service Provider's RBF or CBF as resulting from the application of Section 5.4(c)(i), (ii) or (iii) shall, in the case of a net increase to such RBF or CBF, be billed by the Corporation to such Participating

Service Providers separately, and, in the case of a net decrease to such RBF or CBF, be credited to such Participating Service Providers in the next Quarterly Period following any such adjustment. Notwithstanding the foregoing, in the case of such credit:

- (i) the Corporation may, in its discretion, on the effective date of any adjustment under Section 5.4, set off all or any portion of any amounts owed by the Corporation to such Participating Service Provider under this Section 5.4, against any amounts owed to the Corporation by such Participating Service Provider under this Agreement. Obligations of a Participating Service Provider under this Agreement, in respect of such amounts, shall be deemed satisfied and discharged to the extent of any such set off. The Corporation will give Participating Service Providers notice of any set off effected under this Section 5.4 (d) (i) as soon as practicable after the set off is effected, provided that failure to give such notice shall not affect the validity of the setoff; and
- (ii) on the effective date of any adjustment under Section 5.4, each Participating Service Provider hereby irrevocably directs the Corporation to disburse, in the discretion of the Corporation, to each Customer such monetary amounts that the Corporation establishes have been awarded and are owed pursuant to a Decision, from any amounts owed by the Corporation to such Participating Service Provider under this Section 5.4.

(e) In addition to the annual review described in Section 5.4 (a) through (d), the Corporation shall, on an ongoing basis, monitor the reasonableness of the RBF and the CBF during each year, having regard to the sufficiency of the RBF and CBF to materially satisfy the expenses of the Corporation. In any case where the Corporation determines that the RBF and CBF are insufficient to materially satisfy the expenses of the Corporation, the Board may, at any time and from time to time, recommend to the Members for approval by Extraordinary Resolution an interim increase in the RBF and or CBF as may be reasonably required to satisfy any of such expenses.

(f) The Corporation shall, on an ongoing basis, monitor the effect of the admission of new Participating Service Providers or the withdrawal from participation of Participating Service Providers on Participating Service Providers Retail Forborne Revenue Share, and adjust Participating Service Provider Retail Forborne Revenue Share, on a quarterly basis, to account for any such admission or cessation.

## 5.5 Late Payments

Without restricting any other right or remedy of the Parties hereunder, any Participating Service Provider payment which is not paid by the Participating Service Provider and becomes overdue

and payable shall bear monthly interest calculated at the Prime Rate plus three percent (3%) effective on the first date after which payment was due.

#### **5.6 Special Levies**

The Board may at any time and from time to time recommend to the Members an increase in the Annual Budget and Business Plan to obtain money for the purposes of funding the Corporation, by raising a special levy from the Participating Service Providers. Special levies may be approved by Extraordinary Resolution of the Members and shall be funded by the Participating Service Providers on the basis of the formula set forth in Section 5.2 (c) or such other formula as the Members may determine from time to time, subject to the Directors who are nominees of the Members appointed by the Participating Service Providers under the By-laws signifying their unanimous consent to any such formula in writing, as referred to in Section 3.3.

#### **5.7 Capital Expenditure**

The Board may at any time and from time to time, upon Extraordinary Resolution of the Members, obtain money for the purposes of funding on-going capital expenditures, in addition to the capital expenditures approved in any Annual Budget and Business Plan. This expenditure shall be funded by the Participating Service Providers on the basis of the formula set forth in Section 5.2 (c) or such other formula as the Members may determine from time to time, subject to the Directors who are nominees of the Members appointed by the Participating Service Providers under the By-laws signifying their unanimous consent to any such formula in writing, as referred to in Section 3.3. As and when further Telecommunication Services Providers become Participating Service Providers, such Participating Service Providers shall contribute towards the Corporations' capital expenditures on the basis of the formula set forth in Section 5.2 (c), or such other formula as the Members may determine from time to time, subject to the Directors who are nominees of the Members appointed by the Participating Service Providers under the By-laws signifying their unanimous consent to any such formula in writing, as referred to in Section 3.3.

#### **5.8 No Guarantee**

The Parties agree that no Participating Service Provider shall be required to guarantee any of the obligations of the Corporation under this Agreement.

#### **5.9 No Joint and Several Liability**

The Participating Service Providers shall not be jointly and severally liable to the Corporation in respect of any payments required to be made under this Agreement.

## Article 6

### CESSATION OF STATUS AS A PARTICIPATING SERVICE PROVIDER

#### 6.1 Voluntary Withdrawal

Any Participating Service Provider that participates in the Corporation voluntarily, subject to all applicable legal and regulatory requirements, may withdraw from the Corporation by delivering to the Corporation not less than three (3) months written notice of such withdrawal and lodging a copy of same with the Secretary. Upon the withdrawal of a Participating Service Provider in accordance with this Section 6.1, the Corporation shall cease to provide services to or in respect of that Participating Service Provider. Withdrawal of a Participating Service Provider shall not relieve such Participating Service Provider from any obligation to pay any amounts then outstanding under this Agreement. Upon withdrawal, a Participating Service Provider shall have no right to any refund in relation to any amounts paid by such Participating Service Provider.

#### 6.2 Events of Default

Except as otherwise expressly provided herein, for the purposes of this Article, it is an event of default (a “**Default**”) if a Participating Service Provider (the “**Defaulting Participating Service Provider**”):

- (a) shall cease to satisfy any of the eligibility criteria for participation in the Corporation;
- (b) except as otherwise expressly provided herein, shall commit or allow to be committed a material breach of any covenant, promise, obligation or undertaking contained in this Agreement or the Procedural Code to be performed or observed by the Participating Service Provider, and such breach or failure (if such breach shall be of a remediable nature) shall not have been remedied within thirty (30) days; or
- (c) becomes bankrupt or commits an act of bankruptcy or if a receiver or receiver-manager of its assets is appointed or it makes an assignment for the benefit of creditors or otherwise.

The date of Default, or the date on which the thirty (30) day period (or such shorter period as permitted for remediation), as applicable, expires without remedy of the breach or failure is herein referred to as the “**Default Date**”.

#### 6.3 Remedies

- (a) Upon a Default Date under Section 6.2 the Defaulting Participating Service Provider shall, except as otherwise set out in this Section 6.3, no longer have any rights under this Agreement, except as required to enable the remaining Participating Service Providers to perform their obligations under existing contractual arrangements.

(b) The Corporation may upon Special Resolution of the Members, do any or all of the following:

- (i) suspend performance and observance of any or all of the obligations of the Corporation or the Participating Service Providers not in Default to the Defaulting Participating Service Provider under this Agreement;
- (ii) take all actions in its own name or in the names of the Defaulting Participating Service Provider and the Participating Service Providers as may reasonably be required to cure the Default; and
- (iii) terminate this Agreement.

For greater certainty, the Members may authorize the Corporation to take any or all of the action contemplated by this section without the approval of any Member appointed by the Defaulting Participating Service Provider.

- (c) In addition to any remedy otherwise available to it, including without limitation any action by the Corporation to compel compliance with this Agreement, the Corporation may, notwithstanding Article 7, publicly disclose any Default in such manner as the Corporation deems necessary or desirable.
- (d) All direct and indirect payments, costs and expenses incurred by the Corporation arising from a Default by a Defaulting Participating Service Provider (including, without restriction, reasonable legal and administrative charges that the Corporation may impose related to the Corporation's management of such Default) and all payments, costs and expenses arising from Sections 6.3(b) and (c)), shall be immediately reimbursed to the Corporation by the Defaulting Participating Service Provider upon receipt of a written demand therefore by the Corporation.
- (e) Upon the exercise by the Corporation of the rights described in Section 6.3(b)(i), the Corporation shall cease to provide services to or in respect of that Participating Service Provider. Removal of a Participating Service Provider shall not relieve such Participating Service Provider from any obligation to pay any amounts then outstanding under this Agreement. Upon removal, a Participating Service Provider shall have no right to any refund in relation to any amounts paid by such Participating Service Provider to the Corporation.
- (f) The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law or in equity.

#### 6.4 Ongoing Obligations

Any entity that ceases to be a Participating Service Provider shall:

- (a) continue to abide by the provisions of the By-laws, Procedural Code, and this Agreement so far as they are applicable to the particular complaints that are being investigated by the Commissioner at the time the person ceases participation (including for example complying with any decision made in respect of such a complaint); and
- (b) without limiting Section 6.4(a), continue to abide by the provisions of this Agreement in relation to confidentiality, dispute resolution, and the payment of costs and any other levies or fees as may fall due.

## **Article 7** **CONFIDENTIALITY AND USE OF CERTAIN INFORMATION**

### 7.1 Use and Disclosure of Confidential Information

- (a) Each of the Parties to this Agreement agrees that it shall not, at any time or under any circumstances, without the unanimous consent of the other Parties to this Agreement, directly or indirectly communicate or disclose to any third party any Confidential Information howsoever acquired by such Party directly relating to or concerning the business and activities of the Corporation or of any Participating Service Provider.
- (b) The obligations of the Parties under this Section 7.1 shall survive any termination of this Agreement.

## **Article 8** **GENERAL**

### 8.1 Entire Agreement

This Agreement and all schedules attached hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written pertaining to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, pertaining to the subject matter hereof except as herein provided.

### 8.2 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable in that province and each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

### 8.3 No Partnership

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any Party a partner of any other Party hereto in the conduct of any business or otherwise or a member of a joint venture or a joint enterprise with any other Party hereto. Absent written authority provided by any Participating Service Provider, the Corporation will not have authority to bind any Participating Service Provider.

### 8.4 Termination

Subject to earlier termination of this Agreement with respect to any particular Participating Service Provider, this Agreement shall terminate upon the written agreement of all of the Parties hereto.

### 8.5 Assignment

This Agreement and any of the rights of any Party hereto may not be assigned by any Party except as provided for specifically herein.

### 8.6 Enurement

This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the Participating Service Providers and the Corporation.

### 8.7 Notice

Any notice or other document required or permitted to be given to any Party hereto shall be validly given if delivered personally or sent by electronic means of communication addressed as follows:

- (a) if to a Participating Service Provider, at the address specified in Schedule A to this Agreement;
- (b) if to the Corporation:

Commissioner for Complaints for Telecommunications Services Inc./Commissaire aux plaintes relatives aux services de télécommunications inc.

c/o Howard Maker, Commissioner  
275 Slater Street  
Suite 300  
K1P 5H9 Tel: 613.688.4760  
Toll-Free: 1.888.221.1687  
Fax: 613.782.2924  
[howard.maker@ccts-cprst.ca](mailto:howard.maker@ccts-cprst.ca)

Any such notice or other document delivered personally shall be deemed to have been received by and given on the day of actual delivery thereof or, if delivered by electronic means of communication, on the day of transmittal thereof if sent before 3:00 p.m. in the time zone of the recipient of such notice or other document on a Business Day or on the first Business Day following the transmittal thereof if not sent before 3:00 p.m. in the time zone of the recipient of such notice or other document on a Business Day, unless there are reasonable grounds for believing that the recipient of the notice or other document did not receive the notice or other document at that time or at all. Any party may at any time give notice to the other Parties of any change of address in accordance with the foregoing provisions hereof.

8.8 Further Assurances

The Participating Service Providers shall execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

8.9 Amendment to Schedule A

Upon the admittance of new Participating Service Providers to the Corporation from time to time, the Secretary is hereby authorized to amend and replace Schedule A to this Agreement with a revised Schedule A which accurately reflects the Participating Service Providers of the Corporation bound by this Agreement.

8.10 Acknowledgment of Parties

The parties hereto acknowledge and agree that the Participating Service Providers set out in Schedule A are Participating Service Providers of the Corporation.

8.11 Counterparts: Facsimile

This Agreement may be executed in any number of counterparts with the same effect as if all Parties all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the Parties and transmitted by email or facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered and executed one (1) original Agreement.

8.12 Disputes

Subject to, and without in any way restricting, limiting, varying, or otherwise impairing the jurisdiction or function of the Commissioner in adjudicating disputes pursuant to the Procedural Code:

- (a) should any dispute or disagreement of any kind arise with respect to the interpretation or application of this Agreement (which, for greater certainty, shall exclude the substance of any dispute submitted to the Commissioner), the parties agree that the dispute or disagreement shall be resolved by arbitration. There shall

be a single arbitrator. The place of arbitration shall be the City of Ottawa, Province of Ontario. The Arbitration shall be final and binding and shall be governed by the *Arbitration Act*, 1991 (Ontario), as may be amended (“**Arbitration**”). The Arbitration shall be conducted pursuant to the Rules for the Conduct of Commercial Arbitration (“**Rules**”) of the Arbitration and Mediation Institute of Canada Inc. (“**Institute**”), with the modifications described below;

- (b) upon a party’s (a “**Claimant**”) decision to refer the dispute to Arbitration, the Claimant shall issue a notice of arbitration in accordance with Rule 19 of the Rules (the “**Arbitration Notice**”). In addition to the requirements of Rule 19, the Arbitration Notice also shall include a list of three (3) arbitrators proposed by the Claimant;
- (c) within five (5) Business Days of delivery of the Arbitration Notice, the responding party(s) either shall give notice of its acceptance of one of the proposed arbitrators, or shall submit to the Claimant a written list of three (3) alternate arbitrators acceptable to the responding party. The parties then shall have five (5) Business Days in which to agree on the selection of the single arbitrator;
- (d) if the parties cannot agree on the selection of the single arbitrator within such period, then either party may refer the selection of an arbitrator to the Institute, which shall select a single arbitrator from its Commercial Panel in accordance with its Rules. The selection of the Arbitrator (whether by mutual agreement of the parties or by appointment by the Institute) shall be concluded no later than fifteen (15) Business Days after delivery of the Arbitration Notice to the responding party;
- (e) within ten (10) Business Days of the delivery of the Arbitration Notice specified in Rule 19 (as modified herein), the responding party(s) shall submit a written response;
- (f) within twenty (20) Business Days of the delivery of the Arbitration Notice, the parties shall meet with the Arbitrator to discuss and agree upon the matters listed in Rule 27 (“**Preliminary Meeting**”). At that meeting, the Arbitrator shall determine whether there should be an oral hearing for the presentation of evidence or oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials (and if an oral hearing is to be held, the date by which the parties are to make their written submissions for consideration by the Arbitrator);
- (g) discovery shall be conducted within fifteen (15) Business Days following the Preliminary Meeting, or such longer period as may be mutually agreed between the parties. Any disagreement as to discovery matters shall be brought to the Arbitrator’s attention no later than ten (10) Business Days after the end of the period of discovery. The Arbitrator shall resolve the discovery disagreement

within ten (10) Business Days from the date of the notification to him of the discovery disagreement to render his decision;

(h) if it has been determined that an oral hearing should be held, such oral hearing shall take place no more than forty-five (45) Business Days after the Preliminary Meeting;

(i) within fifteen (15) Business Days:

- (i) following the submission to the Arbitrator of written documents; or
- (ii) in the event that an oral hearing is held, following the conclusion of such an oral hearing,

the Arbitrator shall issue the arbitral award decision;

(j) during the entire period of the efforts to resolve disputes under this Section, the Parties will continue to perform their obligations under the Agreement;

(k) all proceedings under this Section 8.12 shall be confidential and shall be subject to the confidentiality provisions of this Agreement described in Section 7.1; and

(l) this Section 8.12 shall survive termination or expiration of the Agreement.

#### **8.13 Force Majeure**

No liability shall be incurred by any Party for the delay in progress or damage suffered or non-performance suffered by any Party of its obligations as a result of uncontrollable circumstances as a result of “force majeure”, which shall include but not be limited to acts of God, fire, flood, riots, wars, labour disturbances, government action, or any other circumstances beyond the reasonable control of any Party hereto, but in no way caused by such Party’s default or collusion.

*[The next page is the signature page]*

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Agreement by their duly authorized representatives, such execution effective on the date and year first written above.

**COMMISSIONER FOR COMPLAINTS FOR  
TELECOMMUNICATIONS SERVICES INC./  
COMMISSAIRE AUX PLAINTES RELATIVES AUX  
SERVICES DE TÉLÉCOMMUNICATIONS INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### PARTICIPATING SERVICE PROVIDERS AS OF FEBRUARY 1, 2016

Participating Service Provider	Participation Date	Membership Category		
		ILEC	Cableco	Other
768812 Ontario (Vianet/ExaTel)	February 23, 2009			X
159272 Canada Inc. (Securenet)	March 17, 2011			X
1391025 Ontario Inc. (Auracom)	November 20, 2012			X
4141903 Canada Inc. O/A Storm Internet Services	April 14, 2015			X
8com Inc.	March 2, 2012			X
Acanac Inc.	March 21, 2011			X
Achatplus Inc.	March 29, 2012			X
AEBC Internet Corp	March 6, 2013			X
AEI Internet Inc.	April 5, 2011			X
AIC Global Communications	February 14, 2012			X
All Communications Network (ACN)	June 9, 2009			X
Altrima Telecom	November 29, 2012			X
America Tel (Vancouver Telephone Company)	March 16, 2009			X
Arkley Telecom Corp	April 10, 2013			X
Atria Networks	October 21, 2008			X
Avantages Internet Inc	May 30, 2011			X
Axsis Corporations	April 25, 2013			X
B2B2C Inc.	February 21, 2011			X
babyTEL Inc.	January 29, 2016			X
Barrett Xplore Inc.	March 04, 2011			X
Bell Aliant Regional Communications LP	October 31, 2007	X		
Bell Canada	October 26, 2007	X		
BlueTone	January 5, 2012			X
Bragg Communications	August 29, 2007		X	
Bravo Telecom	December 17, 2013			X
Bruce Telecom	March 17, 2009			X
Câble Axion	October 26, 2012			X
Câblevision du nord de Québec Inc.	March 4, 2009			X

<b>Participating Service Provider</b>	<b>Participation Date</b>	<b>Membership Category</b>		
		<b>ILEC</b>	<b>Cableco</b>	<b>Other</b>
Canada Relink	July 20, 2012			X
Caninter	January 25, 2016			X
CaspianWave Inc.	February 12, 2013			X
Caztel	April 29, 2009			X
CCI Wireless	December 14, 2012			X
CD Tel	September 4, 2009			X
CIK Telecom Inc.	April 10, 2011			X
Cinco Telecom Corporation	July 4, 2013			X
Cityfone	February 12, 2008			X
City Wide Communications	October 29, 2015			X
Cogeco - Cable Quebec	July 20, 2007		X	
Cogeco - Cable Canada Inc	July 20, 2007		X	
Cogeco - Data Services Inc.	April 20, 2010		X	
Cogent Canada Inc.	March 12, 2009			X
Colba.Net Telecom Inc.	April 11, 2013			X
CompuXellence	June 15, 2012			X
Comwave	June 9, 2011			X
Connex Communications dba PhoneBox	September 13, 2012			X
Convergia Networks Inc.	September 22, 2011			X
Coopérative de câblodistribution de l'arrière-pays (CCAP)	December 10, 2012			X
Cooptel	October 18, 2011			X
DCI Telecom	June 13, 2012			X
Distributel Communications	February 21, 2008			X
EasyVoice Telecom	October 18, 2012			X
Electronic Box	November 22, 2012			X
Enhanced VoIP Communications Inc.	December 11, 2012			X
Epik Networks	November 18, 2015			X
Execulink	March 12, 2009			X
Falcon Internet Services Inc.	November 29, 2012			X
Fibernetics Corporation	June 23, 2011			X
Fongo Inc.	May 9, 2012			X

<b>Participating Service Provider</b>	<b>Participation Date</b>	<b>Membership Category</b>		
		<b>ILEC</b>	<b>Cableco</b>	<b>Other</b>
Freedom Phone Lines	June 14, 2012			X
G3 Telecom	March 1, 2012			X
Galaxy Broadband Communications	April 10, 2015			X
GemsTelecom	October 11, 2012			X
GianTel 2010	October 22, 2012			X
Globalive Communications Corp.	February 25, 2010			X
Global Crossing Telecommunications Canada	June 19, 2009			X
Globalstar	September 1, 2009			X
Gold Leaf Telecom Ltd.	March 14, 2012			X
Gold Line Telemanagement Inc.	September 01, 2009			X
Hook Telecommunications	August 19, 2011			X
Horizon Telecom	June 21, 2012			X
Ilink Communications	August 8, 2014			X
HuronTel	March 26, 2012			X
I-NetLink Wireless	January 9, 2014			X
Infosat Communications	June 20, 2012			X
InnSys Incorporated	November 27, 2012			X
iRoam Mobile Solutions Inc. (Brightroam)	January 14, 2013			X
iTalk Global Communications, Inc.	March 22, 2013			X
ITP/ International Telephone Prod. LTD	October 14, 2015			X
Lycatel Canada Inc.	July 21, 2015			X
MagicJack Tel	July 31, 2012			X
Maskatel LP	December 3, 2015			X
Master Call Corporation	December 31, 2012			X
Metro Montreal Communications Inc.	May 2, 2012			X
Mobilicity	December 6, 2010			X
MTS Allstream Inc.	July 20, 2007	X		
Multiboard Communications Inc. O/A Start Communications	July 27, 2015			X
Mustang Technologies	June 5, 2013			X

<b>Participating Service Provider</b>	<b>Participation Date</b>	<b>Membership Category</b>		
		<b>ILEC</b>	<b>Cableco</b>	<b>Other</b>
Inc.				
My BC Datacom	September 21, 2015			X
MyOntario Telecom	May 16, 2013			X
National Capital Freenet	July 18, 2012			X
NECC Telecom	June 12, 2015			X
NetAccess Systems Inc.	July 17, 2015			X
Netrevolution	May 30, 2011			X
Netset Communications	November 5, 2015			X
Network Communications International Corp	March 5, 2013			X
Nobel Canada Telecom Inc.	August 3, 2012			X
NorthernTel	February 8, 2008			X
Northwestel	January 29, 2008			X
NuEra Telecom	May 19, 2011			
Nucleus Information Service Inc.	June 20, 2012			X
Odynet Inc.	September 2, 2015			X
Ontera Communications	March 19, 2009			X
OpenFace Internet Inc.	July 20, 2015			X
Oricom Internet	May 26, 2011			X
Owtel Inc.	October 24, 2013			X
Paging Network of Canada	April 15, 2014			X
Pannu Phone Inc.	December 22, 2011			X
Pathway Communications	July 13, 2012			X
Platinum Communications Corp.	March 18, 2013			X
Portal One Systems Inc.	May 26, 2011			X
Premiere Conferencing (Canada)	March 16, 2009			X
Primus Telecommunications Canada Inc.	August 1, 2008			X
Pulse Telecom	June 9, 2011			X
PWHR Solutions	January 22, 2013			X
QITX IT Solutions	December 30, 2015			X

<b>Participating Service Provider</b>	<b>Participation Date</b>	<b>Membership Category</b>		
		<b>ILEC</b>	<b>Cableco</b>	<b>Other</b>
Quebec Internet	September 2, 2015			X
Questzones.net Inc.	October 7, 2013			X
Reliant Communications INC.	September 23, 2015			X
Rocler Technologies	May 27, 2011			X
Rogers Communications Inc.	July 20, 2007		X	
Roxborough Telephone Company Limited (Ontarioeast)	April 11, 2011			X
SaskTel	October 23, 2007	X		
Sears Connect	August 27, 2009			X
Seaside Communications	March 6, 2012			X
Selectcom Inc.	March 27, 2012			X
Selectcom Telecom	May 18, 2011			X
Sens-net Canada Inc.	April 7, 2014			X
Shaw Communications Inc.	September 9, 2009		X	
Silo Wireless	October 16, 2015			X
Smart Telecom	October 23, 2015			X
Softroute Corporation	January 10, 2014			X
Sogetel	June 1, 2009			X
Source Cable Ltd.	September 26, 2013			X
SpeakOut Wireless	February 24, 2012			X
Start Communications	August 31, 2015			X
Suncor Energy Inc.	June 4, 2013			X
SureNet	July 4, 2012			X
SwitchWorks Technologies Inc	May 30, 2011			X
Talk Canada	February 28, 2012			X
Talk Wireless	December 22, 2011			X
Talkit.ca Inc.	April 23, 2013			X
Targo Communications Inc.	March 4, 2013			X
Tata Communications	March 11, 2009			X
TBay Tel	March 9, 2009			X
Teksavvy Solutions Inc.	March 18, 2011			X
Télébec, société en commandite	January 31, 2008	X		

<b>Participating Service Provider</b>	<b>Participation Date</b>	<b>Membership Category</b>		
		<b>ILEC</b>	<b>Cableco</b>	<b>Other</b>
Tel-Synergy	October 30, 2013			X
Telecommunications Xittel	October 4, 2011			X
Telehop	September 25, 2009			X
Téléphone	June 13, 2012			X
Telizon	May 29, 2009			X
TelNet Communications	June 25, 2012			X
TELUS Communications Company	October 25, 2007	X		
TeraGo Communications	March 3, 2009			X
Tough Country Communications	December 17, 2013			X
Transvision Cookshire	May 30, 2011			X
Uniserve Communications Corp.	September 15, 2009			X
United Online, Inc.	April 28, 2011			X
Velcom	May 16, 2011			X
Velocity	June 24, 2013			X
Verizon Canada Ltd	April 7, 2009			X
Vidéotron GP	July 18, 2007		X	
VIF Internet	April 24, 2011			X
VMedia Inc.	June 26, 2015			X
Virgin Mobile	July 23, 2007			X
Voice Networks Inc.	December 10, 2012			X
VOIS Inc.	September 27, 2011			X
Vonage	July 17, 2007			X
VoxSun	January 8, 2016			X
Warlight Industries Inc.	December 19, 2013			X
Westman Media Co-operative	May 3, 2013			X
Westnet Wireless	December 13, 2010			X
Wightman Telecom	December 12, 2013			X
WiMacTel	July 27, 2012			X
World-Link Communications Inc.	October 15, 2012			X
WTC Communications	March 20, 2015			X
Yak Communications	November 4, 2008			X
YesUp Ecommerce Solutions Inc.	April 22, 2013			X

Participating Service Provider	Participation Date	Membership Category		
		ILEC	Cableco	Other
YourLink Inc.	April 2, 2015			X
Zazeen Inc.	August 24, 2015			X
Zid Internet	March 2, 2012			X

**SCHEDULE B**  
**FORM OF COUNTERPART AGREEMENT**

**COUNTERPART AGREEMENT IN RESPECT OF A PARTICIPATION AGREEMENT AMONG:**

**COMMISSIONER FOR COMPLAINTS FOR TELECOMMUNICATIONS SERVICES INC./COMMISSAIRE AUX PLAINTES RELATIVES AUX SERVICES DE TÉLÉCOMMUNICATIONS INC. (THE “CORPORATION”) AND THE PERSONS SET OUT IN SCHEDULE A TO THE AGREEMENT**

**WHEREAS** [•] has expressed a desire to the Corporation to become a party to the Participation Agreement; and

**WHEREAS** the Corporation and the Participating Service Providers have agreed to amend the Participation Agreement to provide that [•] shall become a party to the Participation Agreement upon the execution and delivery of this Counterpart Agreement;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon execution and delivery of this Counterpart Agreement, [•] shall become a party to the Participation Agreement and shall be bound by all terms and conditions therein in the same manner and to the same extent as if [•] had been an original signatory thereto, and the Participation Agreement shall be deemed to be amended accordingly.
2. The undersigned hereby certifies that it is a “Telecommunications Services Provider” as defined in the Participation Agreement.

3. The parties to this Counterpart Agreement agree to take all such necessary action, execute and deliver all documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Counterpart Agreement and the Participation Agreement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COMMISSIONER FOR COMPLAINTS [•]  
FOR TELECOMMUNICATIONS  
SERVICES INC./COMMISSAIRE AUX  
PLAINTES RELATIVES AUX SERVICES  
DE TÉLÉCOMMUNICATIONS INC.**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

**SCHEDULE C**  
**PROCEDURAL CODE**

## SCHEDULE D

### **RBF, CBF AND ANNUAL FEE**

A. The RBF and CBF shall be calculated as follows:

(a) RBF

- (i) Aggregate RBFs paid by all Participating Service Providers will equal 60% of the total expenses of the Corporation in each financial year.
- (ii) Each Participating Service Provider's RBF for each financial year of the Corporation shall, subject to adjustment under Section 5.4, be equal to its respective Retail Forborne Revenue Share as calculated from time to time by the Corporation under Section 5.3, multiplied by 60% of the total budgeted expenses in each Annual Budget and Business Plan ("Participating Service Provider RBF").
- (iii) The Corporation shall invoice the Participating Service Providers for each Participating Service Provider RBF quarterly in advance.

(b) CBF

- (i) Aggregate CBFs paid by all Participating Service Providers will equal 40% of the total expenses of the Corporation in each financial year.
- (ii) Each Participating Service Provider's CBF for a financial quarter of the Corporation shall, subject to adjustment under Section 5.4, be equal to the number of complaints closed in the previous financial quarter in respect of such Participating Service Provider, multiplied by the complaint level price for each such complaint so closed. Subject to Section 3.3, the complaint level price shall be established by the Corporation annually by way of restatement of this Schedule D.
- (iii) The Corporation shall invoice the Participating Service Providers for each Participating Service Provider CBF quarterly in arrears.

(c) Each Telecommunications Service Provider that becomes a Participating Service Provider after February 1, 2010 shall contribute to the funding of the Corporation on the basis as described in this Schedule D, commencing the beginning of the Quarterly Period following the Quarterly Period in which such entity became a Participating Service Provider.

B. Annual Fees shall be invoiced upon Participating Service Providers becoming Participating Service Providers, and thereafter, on August 1 in each year.

C. All amounts invoiced by the Corporation to the Participating Service Providers under this Schedule D shall be due and payable within thirty (30) days of the invoice date.

### **2015-16 Complaint Based Fees**

<b>Pre-Investigation</b>	<b>\$111.54</b>
<b>Investigation (x2.5)</b>	<b>\$278.86</b>
<b>Recommendation (x4)</b>	<b>\$446.18</b>
<b>Decision (demanded by customer x4)</b>	<b>\$446.18</b>
<b>Decision (demanded by TSP x5.5)</b>	<b>\$613.50</b>