

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 15-05-795

Being a By-Law to authorize the Mayor and CAO to execute a Lease Agreement with Cogeco Cable Canada LP acting by its sole general partner Cogeco Cable Canada GP Inc. ("Cogeco")

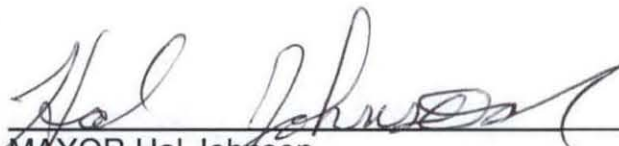
WHEREAS pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001 as amended, a Council may enter into agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into an agreement with Cogeco to promote the availability of Cogeco Fiber Optics Services in the Township of Whitewater Region

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Mayor and the CAO are hereby authorized to execute this Lease Agreement between Cogeco and the Township of Whitewater Region as per the Services Agreement attached hereto as "Schedule A".

Passed this 20th day of May, 2015.



MAYOR Hal Johnson



CAO/CLERK Christine FitzSimons

**Schedule "A" to By-Law 15-05-795
SERVICES AGREEMENT (the "Agreement")**

This Agreement made as of the 30 day of April, 2015 (the "Effective Date").

BETWEEN:

The Corporation of the Township of Whitewater Region, having its head office at 44 Main St., Cobden, K0J 1K0 in the Province of Ontario

(the "Service Provider")

- and -

Cogeco Cable Canada LP acting by its sole general partner Cogeco Cable Canada GP Inc., a corporation incorporated under the laws of Canada and having a place of business at 5 Place Ville Marie, Suite 1700, Montréal, QC, H3B 0B3, on behalf of itself and its subsidiaries, affiliates and controlled entities

(hereinafter individually and collectively referred to as "Cogeco")

In consideration of the mutual covenants and agreements hereinafter contained the parties do hereby respectively covenant and agree as follows:

ARTICLE 1- DEFINITIONS

1.1. In this Agreement, unless the context requires otherwise, the following terms and expressions have the meaning mentioned below:

1.1.1. "Attorney Fees": the term "Attorney Fees" shall include, without limitation, attorneys' costs and fees, of whatever nature, reasonably incurred in the context of:

- (i) a judicial action (judicial and extra judicial costs and fees); and / or
- (ii) a dispute arising from an enforcement or interpretation of this Agreement or any other circumstances directly or indirectly related to the performance or non-performance of this Agreement.

1.1.2. "Claims": the term "Claims" shall include all claims, costs, charges, losses, liabilities, damages, demands, legal actions, Attorney Fees and expenses of whatever nature, source and kind in any manner.

1.1.3. "Cogeco and its Representatives": the term "Cogeco and its Representatives" shall include collectively and individually Cogeco, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom Cogeco is in law responsible.

1.1.4. "Extrinsic Elements": the term "Extrinsic Elements" shall include any document or information, whether written or oral, communicated between the parties or not, expressly or tacitly, regardless of the nature of the medium, with the exception of information and documents specifically mentioned in this Agreement. For example, the term Extrinsic Elements shall include any discussion, talk, negotiation, offer, proposal, electronic recording, electronic mail, correspondence, letter, memorandum, statement, promise, commitment, understanding, agreement, preliminary document, letter of intent, draft contract, preliminary contract, invitation to tender, tender and other contract previously entered into by the parties with regard to the subject matter of this Agreement.

- 1.1.5. "Service Provider and its Representatives": the term "Service Provider and its Representatives" shall include collectively and individually the Service Provider, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Service Provider is in law responsible.

ARTICLE 2 - DESCRIPTION OF SERVICES

- 2.1 Scope The Service Provider shall provide Cogeco as well as its subsidiaries and affiliates and entities controlled by Cogeco Cable Canada LP Inc. with the services described in the attached Appendix "A" entitled "Services".
- 2.2 Modification Cogeco or the Service Provider may request changes in the scope of Services under this Agreement. No change in Services shall take effect without the prior approval in writing from both parties.
- 2.3 Conformity While providing the Services, the Service Provider is bound to act in the best interests of Cogeco, with the highest degree of prudence and diligence and in accordance with standard business practices and rules of art. The Service Provider shall rectify any service found to be deficient or any materials and supplies found to be unacceptable to Cogeco, in addition to any other breach, within the prescribed period mentioned in Cogeco's notice to this effect, without additional cost to Cogeco.
- 2.4 Inspection Cogeco has the right to inspect the Services provided by the Service Provider at all reasonable times during the term of the Agreement. Such inspection by Cogeco shall in no way relieve the Service Provider from its obligations under this Agreement.

ARTICLE 3 – TERM

- 3.1 This Agreement shall start on April 15, 2015 and end on September 15, 2018.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Cogeco shall pay a fixed price for the cost of all Services reasonably and properly rendered by the Service Provider described in Section 2 of this Agreement, which in any event shall not exceed the total amount of thirty six thousand dollars (\$36,000) for the initial term set forth in Section 3.1 of this Contract. This amount is inclusive of all reasonable fees and expenses from whatsoever nature and exclusive of the goods and services tax (GST), the provincial sales tax (PST) and the harmonized sales tax (HST), as the case may be.
- 4.2 Cogeco as well as its subsidiaries and affiliates and entities controlled by Cogeco may issue a purchase order making reference to the Agreement. Each purchase order shall incorporate the terms and conditions of this Agreement as if reproduced therein and shall constitute a separate, distinct and independent agreement and contractual obligation of the Cogeco entity issuing such purchase order and the Service Provider. In respect of a purchase order, Service Provider shall look solely to the Cogeco entity who issued the purchase order for the performance of such Cogeco entity's obligations thereunder and hereunder.
- 4.3 The Service Provider shall bill the Cogeco entity indicated in writing by Cogeco or having issued a purchase order, as the case may be, on two instalments of eighteen thousand dollars (\$18,000) each and Cogeco shall pay the Service Provider for the services rendered within fourteen (14) days of receipt of the invoice duly supported by appropriate documentation. Cogeco reserves the right to uphold payment of the invoice, without cost or interest fees, until the invoice is correctly identified.
- 4.4 The Service Provider shall specify on each of its invoices its GST (and where applicable, PST and HST) registration numbers and the amounts of such taxes payable by Cogeco.

- 4.5 All invoices rendered under the stipulations, terms and conditions of this Agreement shall be sent to the following address and shall clearly identify this Agreement:

Cogeco : Cogeco Cable Canada LP acting by its sole general partner Cogeco Cable Canada GP Inc.

5 Place Ville Marie, Suite 1700, Montréal, QC, H3B 0B3

514-764-4600

Attention: Marie-Claude Caron

Directrice principale

ARTICLE 5 - INTELLECTUAL PROPERTY

- 5.1 Protection of Intellectual Property Rights The Service Provider acknowledges that Cogeco's intellectual property including trademarks and copyrighted work are valuable assets of Cogeco.
- 5.2 Intellectual Property Rights Vested in Cogeco All original material created by the Service Provider, including reports, specifications, drawings and other documentation, for Cogeco's account during this Agreement, including all related copyrights, shall constitute Cogeco's exclusive property. In addition, the Service Provider shall assign to Cogeco all rights, titles and interests it holds with respect to all created material as they are being progressively produced or developed. At Cogeco's request, the Service Provider shall sign all necessary documents to protect Cogeco's rights in cases such as copyright assignment, copyright registration applications or renunciation to all moral rights.
- 5.3 Intellectual Property Indemnity The Service Provider and its Representatives shall fully indemnify and save harmless Cogeco and shall furthermore act as warrantors, take up Cogeco's defence and answer for all financial consequences including all Claims based upon or arising out of the use of any patent, trademark, copyright or other published or protected intellectual property (belonging to Cogeco or not) arising out of or related to:
- 5.3.1 any technique to be used by the Service Provider in the performance of its obligations under this Agreement; and
- 5.3.2 the use of any design, specifications, logos, and other documents by the Service Provider in the performance of its obligations under this Agreement.

ARTICLE 6 - OTHER STIPULATIONS, TERMS AND CONDITIONS

- 6.1 Relationship Between the Parties
- 6.1.1 This Agreement shall not be construed to empower the Service Provider with any authority of any nature whatsoever to engage Cogeco's liability, create any obligation of any kind or undertake any contractual ties on behalf of Cogeco, with another person or entity, except if Cogeco has expressly authorized in writing and in advance any such specific transaction.
- 6.1.2 This Agreement shall bind the Service Provider and Cogeco only. It shall not, in any case, be interpreted as constituting an employment contract between Cogeco and the Service Provider.
- 6.1.3 The Service Provider shall make all necessary arrangements and make all required source deductions, including but not limited to, income tax, pension plan, employment insurance, hospital and medical insurance and workers' compensation insurance. The Service Provider shall also make all necessary arrangements for the fringe benefits of its directors, officers, employees, agents, servants, representatives, subcontractors, consultants and those for whom the Service Provider is in law responsible.

6.2 Agreement's Interpretation

- 6.2.1 No Waiver A renunciation by either party to exercise any right or action of which the party can avail itself in case of any violation or failure to comply with any obligation of this Agreement shall not be construed as, nor constitute, a renunciation to claim performance of said obligation or a renunciation to exercise any subsequent right or action in case of any other violation or of failure to comply with any other obligation of this Agreement.
- 6.2.2 Service Provider's Internal Disputes Should any disputes arise between the Service Provider and its Representatives in connection with this Agreement, they shall be settled directly between themselves, and the Service Provider shall hold harmless and indemnify Cogeco from any Claim in this connection.

6.3 Liability and Indemnity

- 6.3.1 The Service Provider and its Representatives shall fully indemnify and save harmless Cogeco and its Representatives, and shall furthermore act as warrantors and take up Cogeco and its Representatives' defense to answer for all financial consequences for all Claims, including those of third parties, of whatever source, nature and kind in any manner, howsoever arising, including injury and death, with respect to the performance or nonperformance of this Agreement's obligations, the performance of work and the provision of Services by the Service Provider and its Representatives; and
- 6.3.2 The Service Provider and its Representatives shall waive any Claim they may have against Cogeco and its Representatives arising out of an accident or otherwise, resulting from Cogeco and its Representatives' operations, ownership, use or possession of any property, or any person under Cogeco and its Representatives' control. The Service Provider agrees to obtain a waiver of liability from its Representatives. Such waiver and indemnity shall apply notwithstanding the failure by the Service Provider to obtain any written waivers.

6.4 Insurance

- 6.4.1 Upon the signing of this Agreement and without restricting the generality of Section 6.3 "Liability and Indemnity" of this Agreement, the Service Provider and its Representatives shall obtain and maintain for the term of this Agreement the following insurance policies:
- 6.4.1.1 a **Commercial General Liability** insurance preferably an "occurrence" form, covering the liability of the Service Provider and its Representatives, for bodily injury, including death, and property damage for a minimum amount of cinq (5) million dollars (\$5,000,000.00) per occurrence. Such insurance shall include Cogeco as "additional insured" but only with respect to the Service Provider and its Representatives' services on behalf of Cogeco under this Agreement, and shall provide for cross, contractual and non-owned automobile liability coverage.
- 6.4.2 Prior to the commencement of this Agreement, the Service Provider shall provide Cogeco with insurance certificates issued in the name of Cogeco, dated and signed by an authorized representative of the Service Provider's insurers and evidencing all insurance requirements mentioned above. Notwithstanding the above, Cogeco reserves the right to ask for a certified copy of one or more insurance policy mentioned under Section 6.4 and the Service Provider hereby agree to provide such copy within thirty (30) days of Cogeco's request.
- 6.4.3 If the Service Provider fails to obtain or maintain in force the insurance policies provided for under this Agreement, Cogeco has the right to obtain such policies of its own initiative and provide proof to the Service Provider,

who shall then pay the associate cost upon Cogeco's request, or agree to let Cogeco deduct these cost from any amount owing.

6.4.4 The parties agree that Cogeco's silence following:

- a) the Service Provider's failure to comply with Section 6.4 "Insurance" or any of its subsections, whether or not Cogeco is aware of such failure; or
- b) the Service Provider's issuance of an insurance certificate or a policy that fails to comply with the requirements contained in this Agreement, does not exonerate the Service Provider from these failures, nor does it constitute a waiver of the Service Provider's obligations by Cogeco.

6.4.5 New insurance certificates evidencing renewal of the required insurance policies shall be submitted to Cogeco within thirty (30) days after renewal.

6.4.6 The acquisition and maintenance in force of the above insurance policies by the Service Provider and its Representatives shall in no manner be construed as to restrict or waive the liabilities, responsibilities or obligations of the Service Provider and its Representatives under this Agreement.

6.4.7 With regard to this Agreement, any failure by the Service Provider to comply with the obligations provided for under Section 6.4 "Insurance", or any of its subsections, shall be deemed to be a material and substantial breach of this Agreement. In such circumstances, Cogeco may withhold all sums and payments owed to the Service Provider, in addition to all rights stipulated by law or by this Agreement, until such failure has been corrected by the Service Provider.

6.5 Disclosure. Except as required by law, the Service Provider undertakes not to disclose any of the terms or conditions of this Agreement directly to any competitor of Cogeco unless a prior written notice has been obtained from Cogeco.

6.6 Resiliation / Resolution The Service Provider cannot resolve or resiliate this Agreement prior to its expiry without a serious reason. In the event of resiliation by the Service Provider, the Service Provider acknowledges and agrees that it is liable for any damage caused to Cogeco as a result of the resiliation and shall do all that is immediately necessary to prevent any loss.

6.7 Registers and Records The Service Provider shall maintain proper books and records in accordance with generally accepted accounting principles and in such detail as is necessary for proper financial management. Cogeco or its authorized representative shall have access at all reasonable times, during the term of this Agreement and for a period of three (3) years thereafter, to the Service Provider's books, records, and data stored in computers relating to this contract and all documents pertaining to the Service Provider's services for the purpose of auditing and verifying the costs of its services for this contract. The Service Provider shall not charge Cogeco for any audit. The Service Provider shall immediately reimburse Cogeco for audit claims resolved in Cogeco's favor.

6.8 No Assignment The Service Provider shall not assign this Agreement in whole or in part, nor shall the Service Provider subcontract its obligations without prior written approval by Cogeco.

6.9 Successors and Permitted Assigns This Agreement shall enure to the benefit of, and shall be binding upon, the successors and permitted assigns of Cogeco and the Service Provider respectively.

6.10 Notices Any demand, notice or other communication (hereinafter in this Section 6.10 referred to as a "Communication") to be made or given in connection with this Agreement shall be made or given in writing and may be made or given by personal delivery or by registered mail or via facsimile addressed to the recipient as follows:

To: Cogeco Cable Canada LP
1700– 5 Place Ville-Marie
Montréal (Québec) H3B 0B3
Fax: 874-2625
Attention: Marie-Claude Caron

With a copy to:

Cogeco Cable Canada GP Inc.
Legal Affairs
5 Place Ville-Marie, Suite 1700
Montréal, Québec, H3B 0B3

Fax: (514) 874-2625
Attention: Vice president, Chief Legal Affairs

To: **The Corporation of the Township of Whitewater Region**

44 Main St., Box 40,
Cobden, ON K0J 1K0
Fax: 613-646-2283
Attention: CAO Christine FitzSimons
With a copy to: Treasurer Marsha Hawthorne

or such other address as may be designated by notice by any party to the others. Any Communication made or given by personal delivery or by facsimile shall be conclusively deemed to have been given on the day of actual delivery thereof and, if made or given by registered mail, on the second day, other than a Saturday, Sunday or statutory holiday in the province indicated in 6.11, following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such Communication shall not be mailed but shall be made or given by personal delivery or via facsimile.

- a. Applicable Laws and Election of Domicile This Agreement shall be governed and construed in accordance with the laws applicable in the Province of Ontario if Services have been provided to Cogeco Cable Canada.
- b. Full and Entire Agreement
 - i. The parties acknowledge that this Agreement faithfully constitutes the expression of their will and their common intention and is, therefore, the complete and entire agreement between the parties.
 - ii. It is understood that any Extrinsic Element does not represent the expression of the will of the parties nor their common intention and will not be used for the interpretation or application of this Agreement (or both).
- c. Useful Information The Service Provider acknowledges that Cogeco has provided useful information with respect to the services to be rendered prior to the signature of this Agreement.
- d. Severability Should any section, paragraph or provision (including any part thereof) of this Agreement be declared null, without effect or deemed unwritten, such fact shall affect only that section, paragraph or provision, and not the remaining sections, paragraphs or provisions, except in the case of this Agreement's clear intention to the contrary.
- e. Conjunctive and Cumulative Rights All obligations mentioned in this Agreement are conjunctive and cumulative. The obligations are neither alternative nor facultative. The waiver to exercise any right or action under this Agreement shall not be construed as a waiver of any other right or any other action.

- f. Formal Notice If a party must perform an obligation under this Agreement in a time allowed, the mere lapse of time for performing it shall have the effect of constituting that party in default.
- g. Counterparts Each counterpart of this Agreement shall be deemed to be an original when duly initialed and signed by all the parties, it being understood, however, that all of these counterparts shall constitute one and same agreement.
- h. Titles The titles used in this Agreement are only used for purposes of reference and commodity. The titles aim to facilitate consultation and shall in no case modify the signification or the scope neither of provisions that the titles designate nor of the object of this Agreement.
- i. Amendment In no case shall this Agreement be amended without the written consent of the parties.
- j. Survival of the Obligations All obligations and liabilities that, by their nature, shall survive the resolution, resiliation or expiration of this Agreement shall remain in full force and effect.
- k. Acknowledgement The parties acknowledge that:
 - i. this Agreement is written in easily legible type in plain language that is easily understood by the parties and constitutes the expression of will of the parties. The parties have entirely read and understood this Agreement. If needed, the parties received adequate explanations on the nature and scope of the clauses in this Agreement from an advisor of their choice; and
 - ii. the parties negotiated this Agreement jointly and this Agreement shall be construed neither against nor in favour of either party, but rather so that each clause is given the meaning derived from this Agreement as a whole.
- l. Ethics Service Provider agrees to comply with "Cogeco Group Code of Ethics" attached as Appendix B in connection with the performance of any and all Services set out in this Agreement, which forms part of this Agreement.
- m. Language It is upon the express wish and agreement of the parties that this Contract is written in the English Language. *Ce contrat est rédigé dans la langue anglaise selon la volonté et l'entente expresses des parties*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

Cogeco Cable Canada LP acting by its sole general partner Cogeco Cable Canada GP Inc, on behalf of itself and its subsidiaries, affiliates and controlled entities

Corporation of the Township of Whitewater Region


By: Marie-Claude Caron
Senior Director, Customer Marketing


By: Mayor Hal Johnson


By: CAO Christine FitzSimons

We have the authority to bind the corporation

**APPENDIX "A" to By-Law 15-05-795
SERVICES**

Cogeco and the Service Provider both want to promote the availability of Cogeco Fiber optics services in two industrial parks in Whitewater Region in the province of Ontario.

In order to do so, the Service Provider proposes to build two billboards and rent them exclusively to Cogeco for periods of 39 months and 36 months for a onetime fee of \$18,000 each. Cogeco has provided the initial creative design.

Location and rental period for Billboard 1

Located on Whitewater Industrial Park.

Cogeco creative will be installed on June 15, 2015 or before.

Cogeco will be granted the exclusive use of the location until September 15, 2018. (39 months minimum)

Location and rental period for Billboard 2

Located on Trans-Canada Highway 17 (exact location was identified with the collaboration of a Cogeco representative; Mr. Barry Hohol).

Cogeco creative will be installed on September 15, 2015 or before.

Cogeco will be granted the exclusive use of the location until September 15, 2018. (36 months).

Payment terms

Cogeco agrees to pay the full amount of the rental **3 months** before the installation date of each billboard.

Conditions for Billboard 2

The Service Provider is in charge of negotiating the billboard location agreement with MTO for Hwy 17 billboard. A proof of agreement between the Service Provider and the MTO will have to be shared with Cogeco before the latter can commit to rental amount for this location.

Billboard specifications

Service Provider will get two quotes for complete installation of the two billboards and choose the best style and size for a professional looking structure.

The billboard in the Whitewater Industrial Park will be a minimum size of 128 square feet (16x 8) and the Billboard on highway 17 will be a minimum size of 96 square feet (12x8) unless MTO regulations restrict the billboard to a smaller size.

Cogeco will design the creative portion of the billboards and it will be approved by the Service Provider.

Relocation

If the Service Provider property where billboard 1 is located is sold, the Service Provider will find a suitable Service Provider owned property to relocate this billboard.

Maintenance

The Service Provider will maintain the grass and trees around the billboards until at least July 15, 2018.

Cogeco can provide the Service Provider with new creative to update the billboards and this work will be approved by the Council of the Service Provider. In this event, Cogeco will pay for the cost of replacing the creative.

APPENDIX "B" to By-Law 15-05-795

**COGECO GROUP
CODE OF ETHICS**

Please see attached

Subject : COGECO GROUP CODE OF ETHICS	Sector : Legal Affairs/Internal Audit
	Number : 1.5
	Date: October 17, 2003. Revised on October 15, 2004, October 29, 2008 April 7, 2010, October 26, 2011, December 1, 2012 and April 10, 2013.



**COGECO GROUP
CODE OF ETHICS**

Prepared by: Legal Affairs	Original Effective Date: October 17, 2003	Page: 1 Of: 17
Approved by: Board of Directors	Revision Date: April 10, 2013	

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1. INTRODUCTION

COGECO Group

COGECO inc. is a diversified holding company the shares of which are listed on the Toronto Stock Exchange. Cogeco Cable Inc., its cable distribution subsidiary, also has shares listed on such Exchange. The COGECO Group includes several other companies or entities directly or indirectly owned or controlled by COGECO Inc. or Cogeco Cable Inc.

Fundamental Values of the COGECO Group

The success of a business is based first and foremost on teamwork and commitment to customer service. The Cogeco Group has always sought to develop a genuine connection with its customers. This is fostered when a business operates in all respects, with integrity, respect for others, responsiveness and accountability all of which have been fundamental values of the COGECO Group since its creation. These are the values which form the basis of the corporate ethics contained in this Code.

Purpose of the Code

This Code sets out the principles which should guide the behaviour of all persons who form part of the COGECO Group, or who contribute to its operations, image and reputation. It also represents a moral commitment of the COGECO Group, the success of which depends on these same individuals and their personal commitment. This is why the Code is distributed to everyone involved and made public.

Code Updates

COGECO inc. reserves the right to amend the Code as the businesses evolve, to reflect experience, and as any changes to best practices in the area of corporate ethics develop. Accordingly, those subject to the Code are encouraged to suggest improvements or clarifications. Any amendments to the Code will be circulated to everyone involved and made public.

Which Laws Apply

As an international corporation, Cogeco does business in different countries around the world. As a result, we are subject to the laws of different jurisdictions. These laws include, among others, federal, provinces, states and municipalities. Cogeco and its employees must obey the law in each jurisdiction where the Corporation operates. If a conflict should arise between the Cogeco Group Code of Ethics and any law or regulation, then said law and/or regulation shall take precedence and be followed.

2. SCOPE

The Code applies to all directors, officers, employees, representatives and agents of COGECO inc. or of any company or business in the COGECO Group. It extends to the relationships of these persons with each other, their relationships with companies or businesses in the COGECO Group, and their relationships with third parties relating to their duties, employment, engagement or mission within the COGECO Group.

The Code also applies to all consultants or sub-contractors of a company or business in the COGECO Group, more specifically to the contractual relationships between the parties.

The Code is intended to be a simple and concise guide to COGECO Group's commitment to corporate ethics and its main implications for persons who are part of the COGECO Group or who conduct business with companies or businesses in the COGECO Group.

The purpose or effect of the Code is not to cover all situations, to replace or change policies, procedures, rules or specific instructions which currently apply to any company or business in the COGECO Group, to limit management or internal governance rights, to replace or to circumvent the law, nor to be a substitute for the exercise of common sense and good judgment.

3. PRINCIPLES

The principles set out in this section are intended to summarize, as simply, as clearly and as completely as possible, the application of the fundamental values of the COGECO Group to various aspects of the Group's operations and existence. Under each title is a brief explanation of the principle, as well as general rules and examples of behaviour or situations which would constitute violations of the Code.

3.1 Principle No. 1: Personal Respect

Explanation

This principle involves personal respect and regard for fundamental rights. This principle applies not only by law, **but also in light of the general objective of treating every person in a fair, reasonable and prudent manner in all circumstances.**

General Rules

- We respect all individuals, whatever their origin, physical characteristics, sexual orientation, beliefs, opinions or social condition, and we do not tolerate discrimination.
- We respect a person's honour, dignity and reputation.
- We respect a person's health and safety, and we assume, individually and as a group, responsibility for ensuring that the workplace is healthy and safe.
- We do not tolerate violence, harassment, intimidation or any other form of abusive behaviour.
- We respect the goal of employment equity.
- We respect a person's right to privacy.

Examples of behaviour or situations contrary to the Code

- Recruiting, hiring, remunerating, evaluating, laying off, punishing or firing a person on the basis of discriminatory factors.
- Communicating or disseminating, or using corporate means of communication to communicate or disseminate, defamatory statements about an individual or statements injurious to the reputation of a company.
- Causing an unhealthy or dangerous situation in the workplace or the COGECO Group's operations, or failing to comply with rules of health or safety, or not informing a superior when one has personal knowledge of such a situation or case of non-compliance.
- Not informing a superior about a physical condition, illness or symptom of which one has personal knowledge and which poses a risk of accident or contamination in the workplace or outside the workplace in the performance of work.
- Committing, encouraging, approving or hiding an act of violence, harassment, intimidation or indecency in the workplace or outside the workplace in the performance of work.
- Selling, distributing, consuming or possessing illegal drugs or prohibited weapons in the workplace, on corporate property or in corporate vehicles.
- Arriving at work or driving a corporate vehicle while impaired due to substance abuse, or consuming alcoholic beverages while at work.
- Communicating or using personal information wrongly or for personal purposes.

3.2 Principle No. 2: Respect for Customers

Explanation

This principle is motivated by the depth of the COGECO Group's connection with its customers and involves clarity, honesty, integrity, responsiveness, care, efficiency and courtesy in all customer relations and general respect for customers. This principle applies not only to the extent prescribed by law and in accordance with established standards of service, **but also in light of our commitment to providing superior customer service.**

General Rules

- We respect our customers both as persons and as consumers of our innovative products and services.
- Our offers of products and services and their terms are clearly established and verifiable by customers.
- We abide by our commitments to customers.
- Our publicity and promotions present our products and services fairly and honestly.
- Our dealings and communications with customers are always respectful and courteous, even in circumstances where the customer is disrespectful or impolite.

- We attempt to serve customers promptly, efficiently and to our best.
- We handle and protect customer personal information in accordance with privacy regulations.

Examples of behaviour or situations contrary to the Code

- Discriminating when dealing with customers.
- Offering a customer terms not provided in the customer's record or different from duly authorized offers of service.
- Deliberately misleading a customer.
- Authorizing or communicating false or misleading representations concerning the COGECO Group's goods and services.
- Obtaining, disclosing, using or keeping personal information about a customer illegally or for personal purposes.
- Entering a customer's premises without proper authorization, or for purposes other than the services required by the customer.
- Insulting, harassing, intimidating or denigrating a customer, or using coarse or injurious language when communicating with a customer.
- Dealing with a customer while impaired as a result of substance abuse.
- Asking for and/or accepting kickbacks from customers whether in monetary form or other.

3.3 Principle No. 3: Respect for Society

Explanation

This principle involves transparency, honesty, care, efficiency and courtesy in all dealings with society, including institutions, authorities and incorporated groups, and regard for the common good. This principle applies by law, **but also in light of the general objective of being a valued and respectful member of society while operating to create value for shareholders.**

General Rules

- We deal with institutions, authorities and incorporated groups as well as their representatives in an honest, efficient and courteous manner and with regard for democracy, the law and the common good.
- Our dealings with, and communications and representations to, institutions, authorities and incorporated groups on behalf of the companies or businesses in the COGECO Group do not exceed the scope of our work functions, duties and responsibilities.
- We ensure that personal interests related to any dealing with, or communications or representations to, institutions, authorities or incorporated groups are clearly

identified as such, are legal, do not conflict with the goals of the company or business, and are not likely to adversely affect operations.

- We reflect the fundamental values of integrity, respect for others, responsiveness and accountability in our personal involvement in society.
- We support the economic, social and cultural development of the community in which the company or business is located as provided by applicable corporate policies.
- Any contribution of cash, property or services on behalf or at the expense of the company or business must be documented, comply with applicable rules and be duly authorized.
- We cooperate as much as possible, and in accordance with applicable corporate policies and procedures, with programs established for the betterment of society.

Examples of behaviour or situations contrary to the Code

- Deliberately and without right hindering the activities or procedures of an institution, authority or incorporated group.
- Knowingly deceiving an institution, authority or incorporated group about the COGECO Group's affairs.
- Seeking personal advantage from an institution, authority or incorporated group through one's work functions, duties or responsibilities.
- Making or authorizing an illegal political contribution.
- Falsely suggesting or wrongfully leading to believe that the COGECO Group supports, finances or approves any activity, position or interest of a personal nature.
- Authorizing, paying, or hiding illegal commissions, kickbacks, bribes or benefits in cash, property or services to any person.
- Bribing a civil servant, public officer or elected representative.
- Authorizing, encouraging or knowingly participating in an illegal venture.

3.4 Principle No. 4: Respect for the Environment

Explanation

This principle involves doing business without unduly exploiting the environment and with regard for our natural heritage. This principle applies not only by law, **but also in light of the general objective of preserving our natural heritage.**

General Rules

- We ensure that all of the COGECO Group's business and affairs comply with applicable environmental rules.

- We inform a superior of any change in an activity or circumstance relating to the COGECO Group's business likely to create a new or increased risk for the environment.
- We inform a superior of any use, process, transportation or storage of toxic or dangerous materials or substances involving the COGECO Group or its property, premises or vehicles and for which no authorizations or certificates have been issued.
- We attempt to cooperate as much as possible, and in accordance with applicable corporate policies and procedures, with recycling and other social programs aimed at protecting the environment.

Examples of behaviour or situations contrary to the Code

- Hiding a situation of non-compliance with environmental laws.
- Discharging or discarding waste in violation of applicable rules.
- Polluting or causing an environmental risk in corporate premises, vehicles or property or in any other premises or property.

3.5 Principle No. 5: Respect for COGECO Group Businesses and Companies and their Interests

Explanation

This principle involves preserving the integrity and best interests of the COGECO Group businesses and companies, particularly with respect to their reputation, competitive position, rights and assets, systems, data and internal or external reports, the protection of confidential information and the absence of conflicts of interest and insider trading. This principle applies not only by law, **but also in light of the general objective of maintaining honesty, transparency, loyalty and efficiency in the COGECO Group's dealings with people and businesses.**

General Rules

- We observe the duty of honesty, loyalty and transparency in the exercise of functions, duties or responsibilities at work.
- We preserve the COGECO Group's interests and enhance its reputation in all areas.
- We avoid acting in a way likely to damage the COGECO Group's competitive position.
- We respect and protect the privileged nature of any confidential information or professional secret, and recognize our duty in this regard, subject to any rules of disclosure or exceptions provided by law.
- We respect the rules for disclosure of financial information and other important information governed by securities authorities and ensure that any such disclosure is authorized and made in accordance with the COGECO Group's applicable disclosure policy.

- We do not engage in insider trading and we comply with the COGECO Group's insider trading policy.
- We behave in a professional matter and exercise judgement during all interactions in any form of online social networking, whether at work or outside business hours, consistent with the requirements of COGECO's Group's social media use policy. We ensure personal online activities do not interfere with job or work commitments and we respect the employment relationship with Cogeco.
- We avoid situations of conflicts of interest or apparent or perceived conflict of interest and immediately report such situation to our superior. A conflict of interest occurs when an individual's private or personal interests interfere or may appear to interfere with the interest of any company or business in the COGECO Group. A conflict of interest can arise when an employee has interests that may interfere with the employee's ability to make judgments solely in COGECO's best interest.
- One of the most common situations that could give rise to a conflict of interest is accepting gifts or benefits from suppliers. Suppliers include not only vendors providing services or goods to COGECO but also consultants, advisors and any person or institution which does business with COGECO. We do not accept, gifts or advantages, including entertainment or hospitality, except those which are customary and small, which do not affect our integrity or our independence or have an influence on a decision we might take on behalf of a company or business in the COGECO Group and which comply with COGECO Group's policy regarding receiving of gifts and other advantages.
- We pay our own travel, hospitality and accommodation expenses when we travel to the out-of-town office of a supplier or potential supplier, for reimbursement by the applicable company or business in the COGECO Group, in accordance with the COGECO Group's business travel and expenses policy.
- Another situation that could give rise to a conflict of interest would be for an employee to be employed outside the Company in a business that competes with or provides services to the COGECO Group of companies in a manner which would affect the employee's objectivity in carrying out his or her responsibilities with COGECO.
- We do not enter into any transaction with an enterprise where we and/or any member of our family together have an ownership interest in the enterprise and/or its affiliates that is material to us and/or to our family or that is more than a 5% interest in the enterprise and/or its affiliates.
- We do not have any material financial interest in, perform services for, or undertake any activity (whether commercial or non-commercial and/or for which there is no personal financial interest) for a competitor of a company or business in the COGECO Group.
- We hire relatives only through standard recruiting procedures and bring this situation to the attention of the Human Resources department.

- We inform a superior of the existence and nature of a police investigation, legal proceeding or administrative or judicial penalty which involves us and which may impair the performance of our work duties, functions, or responsibilities.
- We respect and preserve in all respects COGECO Group's intellectual property, assets, and other property.
- We do not use for any reason or embezzle corporate property or services or use such property or services to procure a benefit for any person not so entitled.
- We ensure that information and reports produced by us in the course of our work functions, duties and responsibilities are truthful and do not contain inaccuracies or comments likely to be misleading about the COGECO Group's condition or the subject of the report.

Examples of behaviour or situations contrary to the Code

- Holding a part-time job or office or performing duties for a person other than a company or business in the COGECO Group which is incompatible with, or adversely affects or prevents the performance of duties, functions or responsibilities for the COGECO Group.
- Using time, materials, information or other assets of one of the Cogeco Group of companies in connection with an outside employment.
- Directly or indirectly competing with the COGECO Group by providing services similar to those of the COGECO Group of companies in any of its territories.
- Using working hours or corporate premises or resources, including computer resources, for purposes which are illegal or contrary to applicable corporate policies or procedures.
- Providing a summer or other job to a family member without clearance from the Human Resources department.
- Using a position held within the COGECO Group, for personal gain, including to further interests of the employee himself or herself or that of spouse, relatives or friends.
- Using a position within the COGECO Group so as to favor in his or her decision-making process a spouse, relatives or friends in a non-impartial way.
- Giving access to, or communicating or discussing, customer or supplier lists, sales strategies, marketing plans, sales and market share information, or any other trade secret to unauthorized persons, including a competitor or a person related to a competitor.
- Communicating with the media, on behalf of or about the business, without being an authorized spokesman or in a manner which is contrary to applicable corporate policies and procedures.
- Disclosing confidential information or proprietary information of any company of the COGECO Group.

- Posting any information that goes against the interests of the COGECO Group during interaction on any form of online social networking.
- Profiting personally or causing another person to profit from insider information.
- Not disclosing a conflict of interest, in which one is involved or is likely to be involved.
- Falsifying or allowing the falsification of corporate registers, accounts, data or reports or hiding knowledge of such situation.
- Allowing corporate property, systems or services to be taken or used without authorization, damaged or wasted, or not informing a superior when one has personal knowledge of such an occurrence.
- Using or allowing the use of corporate trademarks or other intellectual property in a manner which is contrary to applicable corporate policies or procedures.
- Seeking, accepting or receiving an illegal commission, kickback or bribe in cash, property, or services from suppliers, customers or any other person which has or may have dealings with the COGECO Group

3.6 Principle No. 6: Conformity with the Law

Explanation

This principle involves compliance with applicable statutes, regulations, orders-in-council, orders and judgements. This principle applies not only by law, **but also in light of the general objective of respecting public interest, democratic values and the rule of law.**

General Rules

- We ensure that the business and actions of the COGECO Group comply with the law in all material respects; in case of doubt, we will use the appropriate resources to obtain the required advice, and ensure that the information provided is true and complete.
- We ensure that the COGECO Group of businesses and companies comply with all applicable securities laws and regulations, accounting standards, accounting controls and audit practices. We ensure, as part of our work functions, duties and responsibilities that all statements and returns to tax authorities and all information for such purpose are filed promptly and are complete and accurate.
- We do not tolerate any activity, behaviour, act or omission which constitutes a criminal offence.
- We do not tolerate any activity, behaviour, act or omission which constitutes a clear abuse of a right, or which is intended, without right, to cause harm to an individual or company.

Examples of behaviour or situations contrary to the Code

- Authorizing a refusal or refusing to comply with any statute, regulation, order-in-council, order or final judgment in the exercise of one's work functions, duties or responsibilities.
- Perpetrate fraud or deliberate error in the recording and maintaining of financial records of a company or business in the COGECO Group.
- Deviating from full and fair recording of expenses and liabilities and reporting of financial condition.
- Making a false statement or misrepresentation regarding a matter contained in the financial statements or financial reports of a company or business in the COGECO Group.
- Trading in the securities of Cogeco inc. or Cogeco Cable Inc., based on information which has not been disclosed to the public or divulging such information to others so that they can trade in such securities.
- Supplying false or misleading information in order to cover up an offence.
- Conspiring to fix prices or other terms of the product or service offering, or to restrict the competition for a product or service offering.
- Using information on offences or illegal acts for unlawful or personal purposes.
- Downloading or communicating pornographic material or any other unlawful material, or using means of communication which are the property of the COGECO Group or are identified with the COGECO Group for such purpose.

3.7 Principle No. 7: Compliance with Business Standards

Explanation

This principle involves compliance with business and regulatory standards applicable to the COGECO Group's businesses and companies and their relationships with other companies and regulatory authorities. This principle applies not only in accordance with applicable standards, **but also in light of the general objective of adhering to the best business practices possible in any-sector.**

General Rules

- We do not use any prohibited or disloyal practice.
- We ensure that all ventures, operations, commercial paper, cash payments, or provisions of goods or services involving the business are clearly documented and duly recorded in the corporate accounting systems.
- We enter into binding agreements or undertakings solely within the scope of our functions, duties, responsibilities and authorization levels, and in compliance with applicable corporate policies and procedures.
- We comply with the COGECO Group's valid agreements.

- Our business practices comply with regulatory standards applicable to our operations.
- We provide goods and services in accordance with business and competitive considerations with the intent of maximizing value for the COGECO Group.

Examples of behaviour or situations contrary to the Code

- Knowingly spreading false information on the products or services of a competitor.
- Carrying out unlawful business operations, or participating in a black market for goods and services.
- Filing or authorizing false or misleading reports with regulatory authorities.
- Using blackmail or other illegal means in business dealings.
- Negotiating or executing an agreement on behalf of a COGECO Group company or business based on representations or warranties known to be false or misleading.
- Entering into agreements with consultants, suppliers or sub-contractors in a manner which is contrary to corporate outsourcing policies and procedures or without prior verification of skills and abilities, or for an unlawful consideration.

3.8 Principle No. 8: Compliance with Corporate Policies and Procedures

Explanation

This principle involves compliance with the corporate policies and procedures which are in force. This principle is applied not only in accordance with such policies and procedures, **but also in light of the general objective of ensuring coherence, discipline and thoroughness in the conduct of business.**

General Rules

- We are familiar with the corporate policies and procedures and any amendments circulated through the corporate internal communication system and which apply to our work functions, duties or responsibilities.
- We adhere to the letter and spirit of corporate policies and procedures to ensure that their purpose is attained in all respects and circumstances.
- We inform a superior of any real problem of interpretation or practical application of a corporate policy or procedure, and we seek a solution in an honest and diligent manner.
- We ensure that any necessary act of non-compliance with a corporate policy or procedure is completely and honestly justified, properly disclosed and approved by the appropriate authority within the COGECO Group.
- We ensure that internal corporate policies and procedures which have not been publicly disclosed are communicated and accessible only to persons subject to them.

Examples of behaviour or situations contrary to the Code

- Applying a rule or requirement contained in a corporate policy or procedure in an unequal, incomplete or inconsistent manner.
- Deliberately circumventing a rule or requirement contained in a corporate policy or procedure.
- Disclosing an internal corporate policy or procedure to a competitor.

4. REPORTING OF VIOLATIONS AND INVESTIGATION

Compliance with the Code is based first and foremost on the cooperation and vigilance of all persons subject to the Code. You are encouraged to discuss any perceived or actual violation of the Code with the appropriate persons identified below and to promptly report any potential violations, suspicions or concerns through the secured third-party confidential toll-free telephone line or web site described below. Good faith notification of real or potential violations of the Code or of suspicions or concerns can be made without fear of subsequent reproach or reprisals.

4.1 Analysis and Consultation

The application of the Code to specific situations or circumstances may create controversy and raise questions of interpretation or difficulties of a practical nature. When in doubt, a first step should be to answer the following questions: a) What are the relevant principles and rules and do I understand their goal?; b) Is the behaviour or specific situation incompatible with the letter or spirit of such principles and rules?; c) Would my conclusion be the same if I were to put myself in the place of the other persons involved?; d) Would my family, friends, neighbours or colleagues share the same point of view?; e) Am I comfortable enough with my conclusion that I am ready to make it public and to defend it publicly in all honesty?; f) Do I foresee the situation or behaviour having negative consequences on COGECO Group company or business?; and g) After all is said and done, will I feel that I have done my duty with integrity?

In the course of your analysis, you may wish to consult and seek advice from one of the following persons, depending on the type and nature of the information you are looking for:

- If you need general information, you can consult your immediate manager/supervisor, or if the issue is one that you feel unable to discuss with this person, the next higher management level.
- If you need clarification about issues relating to accounting, or auditing matters, you can consult the Vice President, Internal Audit.
- If you need clarification about issues relating to employment and workplace issues, you can consult the designated human resource representative of the COGECO Group company or business involved.
- If you need clarification about issues relating to the law or the scope or effect of contracts, you can consult the Vice-President, Chief Legal Officer and Secretary.

- If a doubt subsists or you still have concerns or suspicions after this analysis and/or consultation, the next step is to report it immediately.

4.2 Report of a Violation of the Code

Any employee, director, officer, representative, agent, consultant or sub-contractor (a "Reporter") who has reason to suspect any violation of the Code or has concerns about accounting or auditing matters, should report it promptly through the following secured confidential toll-free telephone line or web site operated by an independent third party, ClearView, and which are accessible 24 hours a day, 7 days a week:

- a) **BY TELEPHONE**
Canada/US (toll free): **1-877-706-2640**

- b) **ON-LINE:** <http://www.clearviewconnects.com>.

Reports sent through the telephone or web site (together, the "Ethics Line") must, to the extent feasible, be clear and detailed and provide specific and pertinent information with respect, among other things, to dates, places, perpetrator, witnesses, amounts, etc., to allow for a thorough investigation to be carried out.

For more information concerning the Ethics Line, you are invited to refer to the Ethics Line User's Guide.

You can always report a violation to the Code of Ethics, any time if you prefer, directly to COGECO, by communicating with the Vice President, Internal Audit (Elizabeth Alves at 514-764-4747) or the Vice-President, Chief Legal Officer and Secretary (Christian Jolivet at 514-764-4754).

4.3 Protection from Dismissal or Retaliation

Such reports and the identity of the Reporter will be kept confidential, to the fullest extent possible, within the limits imposed by law and consistent with the need to conduct a thorough investigation.

Reporters will be protected from dismissal or retaliation of any kind for reporting in good faith a potential violation, suspicion or concern regarding the Code.

4.4 Investigation

All reports submitted through the Ethics Line will be reviewed initially by two reviewers, the Vice President, Internal Audit and the Vice President, Chief Legal Officer and Secretary.

Any report raising suspicions or concerns about the internal audit or legal functions will not be reviewed by the concerned reviewer.

The Vice President, Internal Audit will act as the lead reviewer for all reports received, except for reports received raising suspicions or concerns with regards to the Internal Audit function, in which case the Vice President, Chief Legal Officer and Secretary would then act exceptionally as lead reviewer.

Upon receipt of a report, the Vice President, Internal Audit will (i) determine whether it actually pertains to the Code and (ii) evaluate the substance and nature of the potential violation, suspicion or concern to determine whether an internal or external investigation is required.

If an investigation is deemed necessary or appropriate, the Vice President, Internal Audit will conduct or assign the investigation accordingly. The Vice President, Internal Audit or any other person to which such inquiry is assigned may use all appropriate means under the circumstances for the purposes of such inquiries, subject to applicable law.

Investigation activities or results will not be disclosed or discussed with anyone other than those who have a legitimate need to know.

The Vice President, Internal Audit will maintain oversight of the investigation at all times to ensure appropriate and timely resolution.

The status/resolution of the investigation will be communicated to the Reporter, if it is deemed appropriate. The decision will be made on a case by case basis.

The Vice President, Internal Audit will retain all records of reports received together with the status/results of investigation, except when the Vice-President, Chief Legal Officer and Secretary is the lead reviewer. However, the records of certain reports will not be retained by the Vice President, Internal Audit in certain circumstances in accordance with applicable legal requirements.

5. PENALTIES FOR NON-COMPLIANCE

A proven violation of the Code may give rise to penalties under applicable law or otherwise. Penalties will vary according to circumstances and may include disciplinary measures such as termination of employment when the offender is an employee, cancellation or non-renewal of a contract when the offender is a consultant or sub-contractor, and the recovery of property or amounts due to the business or company in the COGECO group. In certain cases, such as the commission of a criminal offence, a complaint may also need to be filed with appropriate authorities.

An employee can also be subject to disciplinary action if he or she entices others to violate this Code, covers up a known violation, fails to cooperate with an on-going investigation relating to a potential violation of the Code or impedes said investigation, knowingly falsely accuses another employee of a violation or retaliates against a person who reports or suspects a violation.

6. COMMUNICATION OF THE CODE

All employees receive a copy of the Code and are required to confirm upon their employment and annually thereafter, through the annual performance appraisal form, that they have read the Code, understand its provisions and agree to comply with its terms. This acknowledgement form is kept in every employee's personnel file.

7. RELATED POLICIES AND PROCEDURES

- Supplement to the COGECO Group Code of Ethics – Internal Procedures
- Ethics Line – User’s Guide
- Charters of the Board of Directors, Audit and Corporate Governance Committees
- Insider Trading Policy
- Corporate Social Responsibility Policy
- Disclosure Policy
- Social Media Use Policy
- Privacy Policy
- Electronic Information Security Policy
- Policy Regarding The Receiving Of Gifts And Other Advantages