

SUB-DEALER AGREEMENT

This Sub-Dealer Agreement, dated this ____ day of _____, 2011, is between T-Mobile USA, Inc., a Delaware corporation ("Company"), _____ [insert Sub-Dealer Name], a _____ [insert state where incorporated] corporation with an address at _____ [insert Sub-Dealer address] ("Sub-Dealer"), and Ingram Micro Inc., a Delaware corporation ("Dealer").

I. RECITALS

1. Company provides or is authorized to provide Wireless Service as defined below directly to Subscribers in the Area defined herein.
2. Company and Dealer have entered into that certain National Dealer Agreement, dated November 1, 2010 (the "Dealer Agreement"), pursuant to which Dealer agrees to promote, market, and sell Company's Wireless Service and Equipment and Dealer Offerings in the defined Area.
3. Sub-Dealer has agreed to become a sub-dealer of Dealer in order to use Company's experience, Confidential Information, Marks, and goodwill to promote, market, and sell Company's Wireless Service and Equipment and Dealer Offerings in the Area to Subscribers under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

II. AGREEMENT

1. DEFINITIONS; EXHIBITS.

1.1 Definitions. Certain capitalized terms used in this Agreement shall have the meanings specified below.

- 1.1.1 Area. The collective geographic area, set forth in Section 3.4 below, in which the Company provides Wireless Service and with respect to which the Sub-Dealer may act as an authorized sub-dealer for Dealer pursuant to this Sub-Dealer Agreement.
- 1.1.2 DT Trademark Guidelines. The rules and procedures pertaining to DT Marks prescribed by DT from time to time, as set forth in Exhibit B2.
- 1.1.3 Equipment. Any approved voice, data, or combined voice and data devices, handsets, telephones, or related equipment or accessories to be used on Company's network, including SIM Cards.
- 1.1.4 Equipment Kit. Equipment, as defined above (including SIM Card and accessories), packaged with one or more of the following: User Guide, Welcome Guide, Service Agreement, Terms and Conditions, rate plan information, or other Company collateral, or "break-the-seal" shrink wrap.
- 1.1.5 Intellectual Property Rights. All copyright, trademark, service mark, trade secret, patent and other intellectual property rights (including all rights of registration or renewal thereof and all causes of action relating thereto).
- 1.1.6 Marks. All service marks, trademarks and trade names sublicensed to Company, including, but not limited to, the mark **T-Mobile®**, by Company's parent corporation, Deutsche Telekom AG ("DT Marks"), and service marks, trademarks and trade names owned by Company ("Company Marks").
- 1.1.7 Marks Rules. The rules and procedures pertaining to the Marks prescribed by Company from time to time, as set forth in Exhibit B1.
- 1.1.8 Security Breach. An actual, probable or reasonably suspected (a) breach of safeguards or (b) any other unauthorized acquisition, disclosure or use, or any loss, destruction or compromise

of Company's Confidential Information.

- 1.1.9 Subscriber. Customers, subscribers, or end users purchasing the Equipment and activating Service through the Dealer and/or Sub-Dealer in the Area. Each individual or business entity who (i) purchases a PCS handset(s) and SIM Card(s) from Dealer or Sub-Dealer, (ii) places an order for Service to a handset through Dealer or Sub-Dealer that is accepted by Company, and (iii) for whom Service is Activated is a Subscriber.
 - 1.1.10 Subscriber Information. Any information gathered by or for Dealer, Sub-Dealer or their Personnel about an actual or potential Subscriber including, without limitation, names, addresses, e-mail addresses, telephone numbers, and all other personally identifying information, whether or not such information was gathered prior to the commencement of the Agreement; Subscriber credit information; billing information; and call records. Subscriber Information is Confidential Information of Company.
 - 1.1.11 T-Mobile Information. Any information about persons or entities that Dealer, Sub-Dealer or their personnel obtains in any manner from any source under the Agreement, which concerns prospective and existing customers or employees of (1) T-Mobile, (2) T-Mobile's affinity marketing partners, (3) T-Mobile's contracting parties and (4) T-Mobile's data suppliers. T-Mobile Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, frequent flier information, account information, credit information, demographic information and any other personally identifiable information. T-Mobile Information is Confidential Information of T-Mobile.
 - 1.1.12 Wireless Service. Wireless communication service, including voice and/or data service, or a combination of both, provided by Company utilizing licensed and unlicensed wireless spectrum and accessed by digital wireless Equipment.
 - 1.1.13 Wireless Service Agreement. The form of Agreement between Company and the Subscriber that contains the terms and conditions governing Company's provision and the Subscriber's use of the Wireless Service.
- 1.2 **Attached Exhibits.** This Sub-Dealer Agreement incorporates by this reference T-Mobile Program Rules attached as Exhibit A to this Sub-Dealer Agreement, including the Consumer Code for Wireless Service (Schedule 1 to Exhibit A), Policies on Direct Sales Solicitations (Schedule 2 to Exhibit A), Rebate Policies (Schedule 3 to Exhibit A), [Reserved. Intentionally Omitted Schedule 4 to Exhibit A], and the Marks Rules and DT Trademark Guidelines, attached as Exhibits B1 and B2, respectively. Unless otherwise stated, Company shall have the right, in its sole discretion, to amend any and all terms of the aforementioned Exhibits, and any addenda thereto, on thirty (30) days written notice to Dealer, and any such amendment shall become part of this Sub-Dealer Agreement. Sub-Dealer's continued marketing and sale of Company's Wireless Service and Equipment after the effective date of any amendment shall constitute their acceptance of such amendment.

2. **RELATIONSHIP OF THE PARTIES.**

- 2.1 **Dealer Agreement.** Sub-Dealer agrees to adhere to the terms and conditions of this Sub-Dealer Agreement and Dealer's Sales Terms and Conditions located at www.ingrammicro.com for purchases of Equipment from Dealer. Sub-Dealer acknowledges that Sub-Dealer's breach of any provision of this Sub-Dealer Agreement shall entitle Company and Dealer to pursue all rights and remedies it may have under the Dealer Agreement or under the law. The terms and conditions set forth in this Sub-Dealer Agreement supplement the terms and conditions set forth in the Dealer Agreement. Sub-Dealer acknowledges and agrees that it is not a party to or a third-party beneficiary of the Dealer Agreement and shall have no rights, contractual or otherwise to enforce the terms of the Dealer Agreement. Notwithstanding the above, Dealer shall have the ability to cure any breach by Sub-Dealer so long as Dealer was not knowingly involved with the breach.
- 2.2 **Prohibition on Non-Competition Agreements.** Sub-Dealer, its employees, and agents shall not enter into an exclusivity or non-competition agreement with Dealer prohibiting Sub-Dealer from working directly for Company or from selling Company's Wireless Service and Equipment.

- 2.3 **Non-Solicitation of Company's Employees or Dealers.** Sub-Dealer understands and acknowledges that Company's employees are, by and large, subject to noncompetition agreements, which prohibit them from working for or otherwise representing Sub-Dealer for a period of one year after the employee terminates his or her employment with Company for any reason. As such, during the term of the Sub-Dealer Agreement, Sub-Dealer and anyone acting on its behalf shall not knowingly interfere with such noncompetition agreements, or otherwise recruit or solicit employees, or other sub-dealers, dealers, agents, or independent contractors of Company.
- 2.4 **Sub-Dealer Support.** Sub-Dealer shall maintain a properly trained sales force of adequate size to promote and sell the Wireless Service and Equipment. Sub-Dealer acknowledges that Dealer shall be responsible for providing adequate management support and resources to Sub-Dealer and that Company has no such responsibility.
- 2.5 **Sub-Dealer Compensation.** Sub-Dealer acknowledges that Dealer shall be solely responsible for payment of any compensation owed to Sub-Dealer or its personnel, and for reporting any and all information used by Company for purposes of compensating Dealer. Dealer will submit a commission structure to Sub-Dealer in a separate document.
- 2.6 **Restrictions.** With respect to Wireless Service, Sub-Dealer shall only sell Equipment authorized by Company and provided by Dealer to Subscribers for end use and shall not sell or otherwise provide such Equipment to other distributors, re-sellers, or other non-Subscribers. Sub-Dealer shall not employ or enter any agreement to use sub-dealers. Sub-Dealer shall not sell any of the following restricted promotions or plans which are subject to change upon prior written notice from Dealer:
- Government Rate Plans
 - Government Employee Rate Plans
 - Rate Plans not officially offered by Company
 - Rate Plans Priced at Fourteen and 98/100 Dollars (\$14.98) per month or less
 - Prepaid plans

Company shall have the right, in its sole discretion, to approve or disapprove Sub-Dealer's retail locations.

- 2.7 **No Agency Relationship.** Sub-Dealer acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, franchise or third party beneficiary rights with Company. Sub-Dealer shall not have the authority to bind Company in any manner. Sub-Dealer is not a general agent of Dealer but only a limited agent for the purposes expressly sent forth in this Sub-Dealer Agreement. Sub-Dealer has no authority to act on behalf of Dealer, nor may Sub-Dealer bind Dealer in any manner whatsoever, except as expressly provided in this Sub-Dealer Agreement. Dealer is not obligated to employees or any other person or entity utilized by Sub-Dealer to market the Company Wireless Services or Equipment and those persons must at all times remain employees, agents or independent contractors, as applicable, of Sub-Dealer. Sub-Dealer functions as a non-exclusive, independent contractor and must not act outside the scope of its authority granted in this Sub-Dealer Agreement.

3. **SUB-DEALER SALES PRACTICES.**

- 3.1 **Compliance With Policies.** Sub-Dealer and its personnel shall strictly comply with all policies governing the sale of Company's Wireless Service, and use of Company's Marks, including without limitation the policies described in Exhibits A, B1 and B2.
- 3.2 **No Added Charges for Service.**
- 3.2.1 Sub-Dealer shall advertise or offer only those current Wireless Service rate plans that have been established by Company.
 - 3.2.2 Sub-Dealer shall not enter into any supplemental agreements with any Subscriber that conflict with Company's Wireless Service Agreement.
 - 3.2.3 Sub-Dealer shall not charge Subscribers any fees for the Wireless Service (including, but not limited to unauthorized deposits on credit cards or otherwise, activation fees, early

termination fees or charge backs of any kind associated with the Subscriber's use or cancellation of the Wireless Service), via separate contract or otherwise, other than those provided for in Company's Wireless Service Agreement forms or elsewhere in this Agreement.

- 3.2.4 Notwithstanding the above, if a Subscriber who acquires Equipment from Sub-Dealer in connection with an Activation hereunder terminates Wireless Service (i) outside of Company's "buyer's remorse" return policy as stated at www.t-mobile.com and (ii) a Charge Back results, then Sub-Dealer may charge the Subscriber a fee reasonably calculated to approximate the fair value of any Equipment offers extended by Sub-Dealer to the Subscriber in reliance on the Subscriber's Activation and continuation of Service through the Charge Back period. Any such fees or policies shall be expressly stated in a separate written agreement between Sub-Dealer and the Subscriber, which agreement shall, on its face in 10-point type or larger, contain a *conspicuous and bolded* notice to the Subscriber as follows:

NOTICE: The equipment fees described herein are imposed by [SUB-DEALER NAME] and not T-Mobile. Such equipment fees are in addition to any Early Termination fees that may be charged by T-Mobile in connection with termination of the Wireless Service prior to fulfillment of the T-Mobile Service Agreement term.

- 3.3 **Non-Diversion.** Sub-Dealer acknowledges it has obtained significant goodwill from Company through the use of its Confidential Information and Marks. During the term of this Agreement and for a period of one (1) year after termination of this Agreement (whether voluntary or involuntary, with or without cause), Sub-Dealer shall not directly or indirectly (a) request any Subscriber in the Area whom Sub-Dealer knows to be a Subscriber of Company, to curtail or deactivate the Wireless Service, or cancel its relationship with Company, or (b) otherwise solicit, divert or attempt to divert any such Subscriber from patronizing Company, Company dealers, Company retail stores or the Wireless Service. During such period, any Subscribers of Company who contact Sub-Dealer or its Personnel regarding GSM Wireless Service shall be referred directly to Company.
- 3.4 **Area.** Sub-Dealer may operate in any Company market in the United States where Company provides Wireless Service, as contained in Company's coverage map. **Company's current wireless service network coverage map for United States and Canada is located at <http://www.t-mobile.com/coverage/>.** Company or Dealer, in its sole discretion, may limit Sub-Dealer's use of a market and/or markets upon thirty (30) days written notice.

4. CONFIDENTIAL INFORMATION, SUBSCRIBER INFORMATION, PRIVACY.

- 4.1 **Confidential Information.** "'Confidential Information'" includes all information not generally known to the public that relates to the business, technology, Subscribers, potential Subscribers, finances, budgets, projections, proposals, operation, plans and practices of Company, including without limitation the terms of this Agreement, the identities of and all information regarding Subscribers and potential Subscribers, and all information relating to Company's business plans and proposals, marketing plans and proposals, technical plans and proposals, and research and development. Sub-Dealer acknowledges it may be given access to Confidential Information either orally or in written or other tangible form. All Confidential Information will be the sole and exclusive property of Company, and Sub-Dealer will not have any ownership interest in such information or engage in any derivative uses of such information. Sub-Dealer agrees that during the term of this Agreement and for five (5) years thereafter (and with respect to personally identifiable information and trade secrets, indefinitely), it shall (a) use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as that party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); (b) use such Confidential Information only in performance of its obligations under this Agreement; (c) not disclose or grant access to such Confidential Information to any third party, without the express prior written consent of the disclosing party. The terms and conditions of this Agreement shall be deemed Confidential Information of each party.

- 4.2 T-Mobile Information.** Company exclusively owns all T-Mobile Information. T-Mobile Information is the Confidential Information of T-Mobile under the Agreement. Sub-Dealer (a) may collect, store, access, use, process, maintain and disclose T-Mobile Information only to fulfill its performance obligations under the Agreement and for no other purpose, and (b) shall, without limiting any other obligations applicable to T-Mobile Information hereunder, treat all T-Mobile Information as Confidential Information of T-Mobile. Sub-Dealer shall not provide any T-Mobile Information to any third-party, including, without limitation, to employees or other sales facilities owned or operated by Sub-Dealer that are not approved or authorized to sell Company's Service exclusively. Notwithstanding any other provision of the Agreement, under no circumstances may Sub-Dealer collect, store, access, use, process, maintain or disclose Subscriber or potential Subscriber Social Security Numbers, Credit Card information or billing records relating to the Wireless Service. For purposes of the Agreement, the acts or omissions of Sub-Dealer's Personnel and their respective agents or employees are Sub-Dealer's acts or omissions.
- 4.2.1 **Storage and Protection of T-Mobile Information.** Sub-Dealer shall implement and maintain administrative, physical and technical safeguards ("Safeguards") that prevent any collection, use or disclosure of, or access to, T-Mobile Information that the Agreement does not expressly authorize, including, without limitation, an information security program that meets the highest standards of best industry practice to safeguard T-Mobile Information. Such information security program will include, without limitation, (i) adequate physical security of all premises in which T-Mobile Information will be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of and access given to Sub-Dealer personnel, including background checks and security clearances that assign specific access privileges to individuals; and (iii) an appropriate network security program. Such network security program will include, without limitation, (a) appropriate access controls and data integrity controls; (b) testing and auditing of all controls; and (c) appropriate corrective action and incident response plans.
- 4.3 Privacy Policy.** Sub-Dealer shall comply with T-Mobile's applicable written privacy and security policies that have been or will be provided to Sub-Dealer not less than thirty (30) days prior to the effectiveness of such written policies. Compliance with T-Mobile policies shall not otherwise relieve Sub-Dealer of its duties to protect the T-Mobile Information or the other Confidential Information of T-Mobile.
- 4.4 Records Retention.** For a period of six (6) years from the date of preparation, Sub-Dealer agrees to maintain, within a secured location at its principal place of business complete and accurate records of its business conducted pursuant to this Agreement, including, without limitation, originals and any copies of executed Wireless Service Agreements for Subscribers Activated by Sub-Dealer. Sub-Dealer shall make such records available for inspection, copying, or pick up at all reasonable times. Upon request by Company, Sub-Dealer shall promptly deliver to Company all originals and any duplicate copies of executed Wireless Service Agreements.
- 4.5 Security Breaches.** Sub-Dealer shall immediately notify Company in writing of any actual, probable or reasonably suspected breach of security of Sub-Dealer's systems and business records and of any other actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of Company, including without limitation any T-Mobile Information (each, a "Security Breach"). In any notification to Company required hereunder, Sub-Dealer shall designate a single individual employed by Sub-Dealer who must be available to Company 24-hours per day, 7-days per week as a contact regarding Sub-Dealer's obligations hereunder. Sub-Dealer shall (a) assist Company in investigating, remedying and taking any other action, including upon Company's request and approval, notifying impacted Subscribers in writing or as otherwise prescribed by Company, or taking any other action that Company deems necessary in connection with any Security Breach and any dispute, inquiry or claim that concerns a Security Breach; and (b) provide Company with assurance satisfactory to Company that such Security Breach or potential Security Breach will not recur. Unless prohibited by an applicable statute or court order, Sub-Dealer shall also notify Company of any third-party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

- 4.6 Audits.** Company or its authorized representatives, may at any time, upon reasonable notice, visit any or all of Sub-Dealer's locations to inspect Sub-Dealer's systems and to assess Sub-Dealer's performance of its obligations under this Agreement. Company may engage an independent third party to conduct an information security audit of Sub-Dealer's processes and systems from time to time, the costs and expenses of which shall be borne by Sub-Dealer. If any such audit reveals a material vulnerability in Sub-Dealer's processes or systems, Company shall notify Dealer and Sub-Dealer of such vulnerability after which notice Sub-Dealer shall fully correct each such vulnerability at its sole cost and expense within fifteen (15) days of Company's notice of the audit results, unless the vulnerabilities by their nature cannot be corrected within such time in which case the corrections must be completed within a mutually agreed upon time not to exceed sixty (60) days. Sub-Dealer's failure to complete corrections in a timely manner will be a breach of the Sub-Dealer Agreement, and no cure period will apply to any such breach. Sub-Dealer shall certify in writing to T-Mobile that they have corrected all such vulnerabilities. If any audit performed under this subsection reveals a material vulnerability in Sub-Dealer's systems, then Sub-Dealer shall bear (and if applicable, shall reimburse Company for) all costs and expenses of such audit.

5. INTELLECTUAL PROPERTY RIGHTS.

- 5.1 Marks.** Sub-Dealer understands and acknowledges that the Marks, along with all Intellectual Property Rights associated therewith, are either: (a) the property of Company ("Company Marks"); or (b) the property of Company's parent corporation, Deutsche Telekom AG ("DT Marks").

5.1.1 License in Company Marks. Subject to the terms and conditions of this Agreement (including but not limited to this Section 5), Company grants Sub-Dealer a limited, personal, non-sublicenseable, non-exclusive, non-transferable, revocable license during the term of this Sub-Dealer Agreement to use and reproduce the Company Marks, as Company may authorize in writing from time to time, solely in connection with the performance of Sub-Dealer's obligations under this Sub-Dealer Agreement. Sub-Dealer shall comply with all Marks Rules (as defined in Exhibit B1) in its use and reproduction of the Company Marks. Any unauthorized use of the Company Marks, any use not in compliance with this Sub-Dealer Agreement or the Marks Rules, or any action that in Company's sole discretion constitutes an infringement of the Company Marks by Sub-Dealer, shall constitute a material breach of this Sub-Dealer Agreement.

5.1.2 Sublicense in DT Marks. Subject to the terms and conditions of this Sub-Dealer Agreement (including but not limited to this Section 5), Company grants Sub-Dealer a limited, personal, non-sublicenseable, non-exclusive, non-transferable, revocable sublicense during the term of this Sub-Dealer Agreement to use and reproduce the DT Marks, as Company and/or DT may authorize in writing from time to time, solely in connection with the performance of Sub-Dealer's obligations under this Sub-Dealer Agreement. Sub-Dealer shall comply with all Marks Rules and DT Trademark Guidelines (as defined in Exhibits B1 and B2) in its use and reproduction of the DT Marks. Sub-Dealer acknowledges and accepts that Company is itself a sublicensee of the DT Marks and that the grant of a sublicense in the DT Marks is subject to any and all terms and conditions imposed by DT, which Company is required to impose on its sublicensees, and which terms and conditions may be revised at any time without notice. Any unauthorized use of the DT Marks, any use not in compliance with this Sub-Dealer Agreement, the Marks Rules, the DT Trademark Guidelines, or any action that in Company's and/or DT's discretion constitutes an infringement of the DT Marks by Sub-Dealer, shall constitute a material breach of this Sub-Dealer Agreement.

- 5.2 Company Rights; Termination.** Sub-Dealer acknowledges that it has no rights in or to the Marks except as provided herein and shall not acquire any rights in the Marks or expectancy to their use as a result of any use of the Marks by Sub-Dealer, and that all goodwill arising out of any use of the Company Marks by, through or under Sub-Dealer shall inure solely to the benefit of Company, and any use of the DT Marks by, through or under Sub-Dealer shall inure solely to the benefit of DT. Following the termination of this Sub-Dealer Agreement, Sub-Dealer shall immediately discontinue use of any Marks (and any other trademarks or service marks which Company deems to be confusingly similar to the Company Marks, and any other trademarks or service marks which Company and/or DT

deem to be confusingly similar to the DT Marks) and shall promptly destroy, or, at Company's and/or DT's option, forward to Company and/or DT all advertising and promotional materials, displays, order forms, signage, and all other materials that contain any Marks.

5.3 Other Rights. Sub-Dealer acknowledges that the Wireless Service and Equipment involve valuable Intellectual Property Rights of Company or its licensors. As between Sub-Dealer and Company, Company shall retain all right, title, and interest therein, and no title to or ownership of any Intellectual Property Rights associated with any Wireless Service or Equipment is transferred to Sub-Dealer or any Subscriber pursuant to this Agreement.

5.4 Protection of Company Rights. Sub-Dealer will immediately notify Company of any infringement, misappropriation or violation of any Marks and/or Intellectual Property Rights of Company, DT and/or Company's licensors that comes to Sub-Dealer's attention. Sub-Dealer will not infringe or violate, and will use its best efforts to preserve and protect Company's, DT's and/or Company's licensors' interest in, all such Marks and Intellectual Property Rights. In the event of any such infringement, misappropriation or violation by or resulting from the activities of Sub-Dealer or any of its officers, employees, agents, contractors or representatives, Sub-Dealer will promptly report such infringement, misappropriation or violation to Company and Company will take all steps Company deems reasonably necessary to terminate any such infringement, misappropriation or violation. Company, DT or Company's designee will have exclusive control over the prosecution and settlement of any legal proceeding to enforce, to recover damages on account of any infringement, misappropriation or violation, or to defend any of its or its licensor's Marks and/or Intellectual Property Rights. Without limiting the generality of the foregoing, Sub-Dealer will: (a) provide such assistance related to such proceeding as Company may reasonably request; and (b) assist Company in enforcing any settlement or order made in connection with such proceeding; provided that Company will reimburse the expenses reasonably incurred by Sub-Dealer to provide such assistance in accordance with Company's requests for the same.

6. INDEMNITY; CONSEQUENTIAL DAMAGES.

6.1 General Indemnity. Sub-Dealer hereby agrees to indemnify, defend, protect, and hold Company and Dealer, and their subsidiaries, affiliates, officers, directors, employees, agents, and insurers, harmless from and against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including but not limited to attorneys' fees and disbursements, arising out of any negligent act or omission or willful misconduct of, or breach of this Agreement, by Sub-Dealer, or its employees, agents, or independent contractors.

6.2 Indemnity as to Advertisements. In furtherance and not in limitation of the Indemnification obligations of Sub-Dealer set forth in Section 6.1, Sub-Dealer hereby agrees to indemnify, defend, protect, and hold Company and Dealer and their subsidiaries and affiliates, and each of their officers, directors, employees, agents, and insurers, harmless from and against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including, but not limited to, attorneys' fees and disbursements, arising out of advertisements or promotional materials developed or used by Sub-Dealer (except advertisements and promotional materials that have been developed and provided by Company).

6.3 Limitation of Liability. IN NO EVENT SHALL COMPANY OR DEALER BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUE OR PROFITS, IN CONNECTION WITH THIS AGREEMENT OR THE CONDUCT OF BUSINESS BETWEEN DEALER AND SUB-DEALER, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS AGREEMENT, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. TERM & TERMINATION.

- 7.1 Unless earlier terminated pursuant to Sections 7.2 below, or under other provisions of the Dealer Agreement, this Sub-Dealer Agreement shall terminate contemporaneously with the Dealer Agreement.
- 7.2 Company shall have the right to immediately terminate a Sub-Dealer Agreement and the Sub-Dealer's authority to promote or sell the Wireless Service with or without cause upon notice to Dealer. Dealer shall have the right to terminate this Sub-Dealer Agreement, with or without cause by providing written notification to Company. In either event, the Sub-Dealer Agreement will be deemed terminated in its entirety without further action on the part of Company and Company shall have the right to immediately cancel any and all dealer codes that may have been issued to Sub-Dealer. Notices to Sub-Dealer terminating Sub-Dealer's authority to promote or sell the Wireless Service, to the extent required by law, shall be the sole responsibility of Dealer.
- 7.3 Notwithstanding the provisions of Section 7.1 above, in the event the Dealer Agreement is renewed by extension or under a new agreement, then this Sub-Dealer Agreement shall continue on a month to month basis until it is terminated pursuant to Section 7.2 above.
- 7.4 Company in its sole discretion and at any time may choose to accept Sub-Dealer as a direct dealer of Company.
- 7.5 In the event of a termination of this Sub-Dealer Agreement, Sub-Dealer's obligations under Sections 3.3, 4 and 6 above shall survive the termination.

8. **MISCELLANEOUS.**

- 8.1 **No Publicity/Advertising.** Sub-Dealer will not issue any publicity or general marketing communications concerning this Agreement, Dealer's relationship with Company, or any other matter concerning Company without the prior written consent of Company which consent may be withheld in Company's sole discretion. No identification of Company or use of Company's names, trade names, marks, trademarks, service marks, brands, logos (collectively, the "Marks"), codes, drawings, specifications or other references to Company will be used in any of Sub-Dealer's advertising, marketing or promotional activities without Company's prior written approval, which approval may be withheld in Company's sole discretion. Use of the Marks may require a separate licensing agreement, at Company's sole discretion.
- 8.2 **Entire Agreement.** This Agreement represents the entire, complete, final and exclusive Agreement between the parties hereto with respect to the matters addressed in this Agreement and, except as expressly provided herein, shall not be affected by reference to any other documents.
- 8.3 **No Other Agreements.** Sub-Dealer represents and warrants that the execution and performance of this Agreement does not and will not violate any other contract or obligation to which Sub-Dealer is a party, including terms relating to covenants not to compete and confidentiality covenants. Sub-Dealer will not disclose or use, or induce others to use, any proprietary information or trade secrets of any other person, association or entity. Sub-Dealer represents and warrants that it has returned all property and confidential information belonging to all other service providers for whom Sub-Dealer may have acted as a dealer. This Agreement and its Exhibits constitute the entire agreement and understanding between the parties and supersede all offers, negotiations and other agreements concerning the subject matter set forth in the Agreement. Sub-Dealer is not relying on any representations or warranties from Company or Dealer, including, but not limited to, any representation or warranty as to the nature of competition or the results or effect of any advertising. Except as set forth herein, any amendments to this Agreement must be in writing and signed by both parties.
- 8.4 **Remedies Cumulative.** The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a party would otherwise have.
- 8.5 **Assignment.** Sub-Dealer shall not assign its rights or delegate its obligations hereunder without the prior written consent of Dealer and Company. This prohibition shall extend to a change in the control of Sub-Dealer, which is defined to be any change as a result of which any person or entity holds 50% or more of the ownership interest or assets of Sub-Dealer.

- 8.6 Severability.** If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- 8.7 Authority.** Each person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.
- 8.8 No Waiver.** No failure by a party to take action on account of any default or breach of this Agreement by the other party shall constitute a waiver of any such default or breach, or of the performance required of the other party under this Agreement.
- 8.9 Notices.** Unless otherwise stated herein, all notices and other communications required under the terms of this Agreement, shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt if delivered in person, or via tele-copy, (ii) one day after deposit prepaid with a national overnight express delivery service, or (iii) three days after deposit in the United States mail. Notices to Sub-Dealer shall be delivered or transmitted to its address specified on the first page of this Agreement. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section.

8.10 Resolution of Disputes.

8.10.1 Arbitration of Disputes.

8.10.1.A Submission to Arbitration. Any claim or controversy regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or any other liability arising out of or relating to this Agreement ("Claim") shall be resolved by submission to binding arbitration. Where claims are asserted by or against Company, the arbitration shall be administered and hearings shall be held in Seattle, Washington before a single neutral arbitrator from the Seattle offices of Judicial Arbitration & Mediation Services. Where claims are not asserted by or against Company, such arbitration shall be submitted to the offices of Judicial Arbitration & Mediation Services, Inc. (JAMS) located nearest to Dealer's headquarters or to such other arbitration service and in such other location as Dealer, in its sole discretion, shall select. The arbitration shall be before a single neutral arbitrator. Any arbitration hearing shall be held at such location as Dealer, in its sole discretion, shall select. The arbitration shall be administered pursuant to the JAMS Comprehensive Rules and Procedures then in effect. Except as otherwise expressly stated herein, the parties shall equally bear the fees of the arbitrator. Notwithstanding any choice of law provision in this Agreement, the parties agree that the Federal Arbitration Act, 9 U.S.C. §§1-15, not state law, shall govern the arbitrability of all disputes under this Agreement.

WHETHER A CLAIM IS RESOLVED BY ARBITRATION OR SOME OTHER PROCEEDING, COMPANY AND DEALER (AND SUB-DEALER) HEREBY WAIVE (1) ANY RIGHT TO A JURY TRIAL, AND (2) ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

8.10.1.B Discovery and Motions. The arbitrator selected may grant discovery as required by the reasonable needs of the case, but shall do so in accordance with the parties' desire to economically and quickly resolve disputes between them.

8.10.1.C Limitation of Actions. Any party asserting a Claim against the other party, except a Claim for fraud, violations of the provisions on Prohibited Sales Practices described in Exhibit A, Section 2 or indemnification, must provide written notice to the other party within one hundred eighty (180) days from the date the

complaining party knows, or has reason to know, of any such Claim ("Notification Period"). The parties further agree that such Claim(s) must be submitted to arbitration by initiating arbitration within one hundred eighty (180) days from the date of such notice. The failure to provide the required written notice within the Notification Period, or failure to initiate arbitration proceedings within one hundred eighty (180) days from the date of the written notice, shall relieve the other party of any liability or obligation with respect to the claim and shall constitute an absolute bar to the initiation of any proceedings (including without limitation legal, equitable, or arbitral proceedings pursuant to this Section) based on such act or omission.

- 8.10.1.D Initiation of Arbitration. To initiate arbitration, the complaining party must send notice of an intention to arbitrate, which must include a description of the Claim(s), the amount claimed, and the relief requested. Each party irrevocably agrees that service of process, notices, or other communications relating to the arbitration procedure shall be deemed served and accepted by the other if given in accordance with the notice provisions under Section 23 of the Dealer Agreement.
- 8.10.1.E Decision and Enforcement of Award. Any award rendered in the arbitration shall be final, non-appealable, and binding on both parties, except as authorized under applicable state or federal law. Judgment may be entered thereon in any court of competent jurisdiction. Except as to Claims for attorneys fees to the extent they are expressly provided for under the terms of this Agreement, Any award of damages shall be limited to actual damages sustained by the party in whose favor judgment is rendered, and no consequential, punitive, exemplary, special, or multiplied damages, nor any award of attorney's fees or out of pocket legal costs or expenses, shall be awarded. The award of the arbitrator shall be in writing stating the reasons for the arbitrator's ruling, with one counterpart delivered to each party. An arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement.
- 8.10.1.F Preliminary and Ancillary Relief; Forum Selection; Consent to Personal Jurisdiction. Where feasible, issues of preliminary and ancillary relief shall first be determined by an arbitrator selected in accordance with the provisions of this Agreement. The parties agree that any court proceedings brought by Sub-Dealer requesting preliminary relief against Company must be brought in state or federal court sitting in King County, Washington, having jurisdiction. Any such application by Company shall be made in any state or federal court having jurisdiction. The parties irrevocably submit to the personal jurisdiction of such courts. The parties agree that violations or threatened violations of Sections 2.2, 2.6, 3.1, 3.2, 4 and 5 of this Agreement occurring when no arbitrator has been appointed shall presumptively be grounds for application to a court for ancillary relief. In such cases, the Company's bond shall be unsecured unless good cause is shown.
- 8.10.1.G Attorney's Fees and Costs. For claims in which at least one party seeks monetary relief, if the arbitrator awards such relief, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs (with such cost to include the costs of arbitration such as, without limitation, the arbitrator's fees and expert witness fees. The "prevailing party" is determined as follows:
 - (i) Defendant (or Counterclaim Defendant) as the Prevailing Party: After appointment of an arbitrator, the defendant may extend to the plaintiff a written offer of settlement for a sum certain, incorporating all claims and counterclaims asserted in the arbitration. If the plaintiff rejects or fails to accept such offer of settlement within fifteen (15) calendar days after receiving the offer, the matter proceeds to arbitration, and the arbitrator awards the plaintiff an amount equal to or less than the settlement amount offered by the defendant, the defendant shall be

deemed the prevailing party. The defendant may submit subsequent offers of settlement, each superseding prior offers, provided that the offer is made at least thirty (30) calendar days prior to the arbitration hearing date.

(ii) Plaintiff or Counter-Plaintiff as the Prevailing Party: After appointment of an arbitrator, the plaintiff may extend to the defendant a written offer of settlement for a sum certain, incorporating all claims and counterclaims asserted in the arbitration. If the defendant rejects or fails to accept such offer of settlement within thirty (30) calendar days after receiving the offer, the matter proceeds to arbitration, and the arbitrator awards the plaintiff/counter-plaintiff an amount equal to or greater than the settlement amount offered, the plaintiff shall be deemed the prevailing party. The plaintiff may submit subsequent offers of settlement, each superseding prior offers, provided that such offers are made within thirty (30) days of the arbitration hearing date.

(iii) No Prevailing Party: If neither party extends an offer of settlement, or if neither of the situations outlined in Sections (i) and (ii) above occur, then neither party shall be deemed a “prevailing party” for the purposes of recovering attorneys fees and cost hereunder, and each party shall bear its own attorneys fees and all other expenses incurred by such party in connection with any arbitration or other proceeding hereunder.

The parties acknowledge they have fully read and understood this Agreement, and have had the opportunity to confer with legal counsel regarding its terms and conditions.

EXECUTED as of the day and year first above written.

SUB-DEALER NAME:

OWNER/OFFICER (printed):

SIGNATURE:

TITLE:

DEALER NAME:

OWNER/OFFICER (printed):

SIGNATURE:

TITLE:

Sub-Dealer Approval Granted:

T-MOBILE USA, INC.

By: _____

Its: _____

Date: _____

Exhibit A to Sub Dealer Agreement

T-Mobile Program Rules

A. Program Rules.

1. Prohibited Internet Sales. An Internet or web-page sale of Wireless Service or Equipment is strictly prohibited. Sub-Dealers shall not use Company's trademarks or logos on any web-page or web-site, and shall not promote Company's Wireless Service or Equipment on any web-page or web-site, without Company's prior written approval. Company reserves the right to immediately terminate any internet, web-page or other advertisement, or require Sub-Dealer to do so, in Company's sole discretion.
2. Prohibited Sales Activities. As set forth in the Sub-Dealer Agreement, all sales of Equipment and Wireless Service by Sub-Dealer must be made out of an easily accessible retail store front location or locations as appropriate. Accordingly, neither Dealer, its Personnel, Sub-Dealers nor any sales representative acting on Dealer's behalf shall promote or sell the Equipment or the Wireless Service through telephone sales or telemarketing activities, direct mail activities, broadcast faxing activities, catalog sales activities, internet sales activities, text messaging to consumers, or any other similar direct sales method. Furthermore, Sub-Dealer acknowledges and agrees to comply with Company's Policy on Direct Sales Solicitation (the "Solicitation Policy"), attached as Schedule 2 to Exhibit A which is incorporated herein by this reference, as provided to Dealer and as may be amended from time to time.
 - 2.1 Upon request by Company from time to time, Dealer shall provide and cause its Sub-Dealers (if any) to provide Company with written certifications, signed by the principals of Dealer and each Sub-Dealer respectively, confirming that Dealer and each Sub-Dealer are in strict compliance with the Solicitation Policy, and have trained their sales managers, supervisors and other sales representatives on the Solicitation Policy to ensure ongoing compliance. Such certifications shall be returned to Company within thirty (30) days of the date of the request.
 - 2.2 In the event Dealer or any of Dealer's Sub-Dealer(s) fails to provide Company with signed certification(s) upon request, or fails to deliver the required training programs to their sales managers, supervisors or other sales representatives, in addition to any other rights Company may have for a material breach of this Agreement, up to and including termination for cause, Company shall have the right to immediately terminate 1) some or all of Dealer's (or its Sub-Dealer's) Activation Codes; or 2) the Sub-Dealer Agreement.
3. Telemarketing. Telemarketing and/or telephonic lead generation by Dealers and its Personnel (including Sub-Dealers) is strictly prohibited.
4. Fraudulent Activities. Company considers the following activities to constitute fraud
 - 4.1 Churn Fraud: This occurs when a Dealer, or its Sub-Dealer, deactivates a Subscriber's SIM Card, MSISDN or telephone number, rate plan, or feature and also Activates the same customer with a new SIM Card, MSISDN or telephone number, rate plan, or feature for the purpose of receiving compensation and/or Activation credit or permitting the Subscriber to receive a promotion or Equipment upgrade. If the second Activation occurs within fourteen (14) calendar days prior to or after deactivation of the initial SIM Card, MSISDN or telephone number, the second Activation is conclusively deemed to be fraudulent.
 - 4.2 Activation Fraud: This occurs when a Dealer, or its Sub-Dealers subscribes to the Wireless Service through the use of information fraudulently obtained from another

person or by simply using false identification, or activates Equipment prior to the sale of such Equipment to a bona-fide Subscriber (“Pre-Activation”). If Dealer, its Personnel, or its Sub-Dealer completes an Activation without recording the Subscriber’s full name and MSISDN corresponding to the Activation, such Activation is conclusively deemed to be fraudulent.

- 4.3** Commission Fraud: This occurs when a Dealer, or its Sub-Dealer, for the purpose of inflating compensation and/or Activation credit, modifies new or existing Subscriber accounts. By way of example only, if a Dealer activates multiple pooled lines where the total number of lines activated exceeds the Subscriber’s service need or downgrades a Subscriber rate plan in order to add on a new line that pays a higher commission value, this constitutes Commission Fraud.
- 4.4** SIM Fraud: This occurs when a Dealer, or its Sub-Dealer, for the purpose of inflating compensation and/or Activation credit, Activates Wireless Service for a Subscriber using more than one SIM Card when a single SIM Card should suffice. By way of example, when a Dealer Activates multiple voice or data SIM Cards, rate plans, or features when it is in the Subscriber’s best interest to have a single SIM Card, rate plan, or feature, this constitutes SIM Fraud.
- 4.5** Renewal Fraud: This occurs when a Dealer, or its Sub-Dealer, improperly performs a Renewal or other modification to a Subscriber’s account without such Subscriber’s consent.
- 4.6** Subscriber Information Fraud: This occurs when a Dealer, or its Sub-Dealer, uses any Subscriber information for any purpose other than expressly permitted by this Agreement. Activities that Company considers to be fraudulent are not limited to the foregoing and will result in the immediate termination of this Agreement in Company’s sole discretion.
- 4.7** Rebate Fraud: This occurs when a Dealer, or its Sub-Dealer fails to process a rebate, in accordance with Company’s rebate terms and conditions, for a bona fide Customer who Activates Wireless Service and purchases qualified Equipment in connection with such Activation.

5. Prohibited Use of Company Name, Promotional Slogans or Similar Names

5.1 Neither Dealer, its Sub-Dealers, nor other representatives may:

5.1.1 Use Company's promotional slogans or phrases in connection with any service or product if the slogan or phrase was first used by Company in connection with Company’s Wireless Service or Equipment (collectively, the “Protected Slogans”) without Company’s specific prior written consent for such use. Some examples of Protected Slogans include, but are not limited to, “Get More,” and “Get More From Life.” The foregoing prohibitions shall apply to, but not be limited to, the following uses: domain names, company names, advertising, promotional materials, signage, and all similar uses;

5.1.2 Register or apply to register with any public or private entity any domain name, trademark or trade name that contains any Protected Slogans or Protected Words.

5.1.3 Use as metatags or otherwise register, reserve or purchase Company's Name, promotional slogans, phrases or other Marks for use with any web site operated directly or indirectly by or through Dealer, its Sub-Dealers or other representatives, in connection

with any world wide web search engine or tool, including, without limitation, Google, Yahoo, MSN, Ask Jeeves, or Overture used on the world wide web.

- B.** **Amendment.** This Exhibit A is subject to change upon thirty (30) days prior written notification by Company to Dealer.

Schedule 1 to Exhibit A

Consumer Code for Wireless Service

- A. **Incorporated Dealer Agreement.** The Consumer Code for Wireless Service (“Code”) is part of the Dealer Agreement (“Agreement”) that has been executed by Company and Dealer. This Code applies to all interactions between Dealer and its Sub-Dealers and potential Subscribers.
- B. **Applicability and Enforcement.** Company is a signing party to the CTIA wireless carriers’ voluntary Code. Dealer and Sub-Dealer shall comply with all aspects of the Code relating to Dealer’s and Sub-Dealer’s contacts with potential Subscribers and Subscribers. Engaging in any conduct in violation of the Code may result in loss or Charge Back of commissions, money damages, and/or breach or termination of the Dealer Agreement.
- C. **Code.** The wireless carriers that are signatories to this Code will:
1. **Disclose Rates and Terms of Service to Consumers.** For each rate plan offered to new consumers, wireless carriers will make available to consumers in collateral or other disclosures at point of sale and on their web sites, at least the following information, as applicable: (a) the calling area for the plan; (b) the monthly access fee or base charge; (c) the number of airtime minutes included in the plan; (d) any nights and weekend minutes included in the plan or other differing charges for different time periods and the time periods when nights and weekend minutes or other charges apply; (e) the charges for excess or additional minutes; (f) per-minute long distance charges or whether long distance is included in other rates; (g) per-minute roaming or off-network charges; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) whether a fixed-term contract is required and its duration; (k) any activation or initiation fee; and (l) any early termination fee that applies and the trial period during which no early termination fee will apply.
 2. **Make Available Maps Showing Where Service is Generally Available.** Wireless carriers will make available at point of sale and on their web sites maps depicting approximate voice service coverage applicable to each of their rate plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict the carrier’s outdoor coverage. All such maps will contain an appropriate legend concerning limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any service included in the rate plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers’ roaming partner, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners’ coverage areas.
 3. **Provide Contract Terms to Customers and Confirm Changes in Service.** When a customer initiates service with a wireless carrier or agrees to a change in service whereby the customer is bound to a contract extension, the carrier will provide or confirm the material terms and conditions of service with the subscriber.
 4. **Allow a Trial Period For New Service.** When a customer initiates service with a wireless carrier, the customer will be informed of and given a period of not less than 14 days to try out the service. The carrier will not impose an early termination fee if the customer cancels service within this period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including airtime usage, may still apply.
 5. **Provide Specific Disclosures in Advertising.** In advertising of prices for wireless service or devices, wireless carriers will disclose material charges and conditions related to the advertised prices, including if applicable and to the extent the advertising medium reasonably allows: (a) activation or initiation fees; (b) monthly access fees or base charges; (c) any required contract term; (d) early termination fees; (e) the terms and conditions related to receiving a product or service for “free;” (f) the times of any peak and off-peak calling periods; (g) whether different or

additional charges apply for calls outside of the carrier's network or outside of designated calling areas; (h) for any rate plan advertised as "nationwide," (or using similar terms) the carrier will have available substantiation for this claim; (i) whether prices or benefits apply only for a limited time or promotional period and, if so, any different fees or charges to be paid for the remainder of the contract term; (j) whether any additional taxes, fees or surcharges apply; and (k) the amount or range of any such fees or surcharges collected and retained by the carrier.

6. **Separately Identify Carrier Charges from Taxes on Billing Statements.** On customers' bills, carriers will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. Carriers will not label cost recovery fees or charges as taxes.
7. **Provide Customers the Right to Terminate Service for Changes to Contract Terms.** Carriers will not modify the material terms of their subscribers' contracts in a manner that is materially adverse to subscribers without providing a reasonable advance notice of a proposed modification and allowing subscribers a time period of not less than 14 days to cancel their contracts with no early termination fee.
8. **Provide Ready Access to Customer Service.** Customers will be provided a toll-free telephone number to access a carrier's customer service during normal business hours. Customer service contract information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers' web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.
9. **Promptly Respond to Consumer Inquiries and Complaints Received from Government Agencies.** Wireless carriers will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.
10. **Abide by Policies for Protection of Customer Privacy.** Each wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online.

Schedule 2 to Exhibit A

Policies on Direct Sales Solicitations

1. **DIRECT AND MASS SALES SOLICITATIONS ARE PROHIBITED.** Direct sales solicitations for the purpose of soliciting customers or prospective customers to activate wireless service, upgrade their existing service or phone, purchase accessories for their T-Mobile phones, or otherwise purchase any other T-Mobile goods or services ("Direct Sales Solicitations") are strictly prohibited. Direct Sales Solicitations prohibited under this policy and the Sub-Dealer Agreement include, without limitation, solicitations that employ:
 - Telemarketing (outbound telephone solicitations to existing or prospective customers).
 - Unsolicited faxing.
 - Unsolicited emailing.
 - Landline-to-mobile or mobile-to-mobile text messaging.
 - Mass mailing (without prior written consent from T-Mobile).
 - Extending targeted offers, by phone, mail, email, or otherwise, based on a customer's or prospective customer's prescreened credit information, regardless of the source of such information, without the express written consent and approval of T-Mobile.
2. **MASTER DEALER COMPLIANCE.** Master Dealers are dealers who are authorized to sell T-Mobile products and services through independent sub-dealers. Master Dealers are liable for their employees', sales representatives', sub-dealers' and other sales agents' failure to comply with the Dealer Agreement and this important T-Mobile policy. All Master Dealers are required to establish and implement a compliance program to ensure compliance with T-Mobile's Direct Sales Solicitations Policy within the time period specified by T-Mobile. In addition, upon request by T-Mobile, principals of each Master Dealer and sub-dealer respectively must provide written and signed certifications that they have and are continuing to adhere to T-Mobile's Direct Sales Solicitations Policy and have completed the following:
 - Provided training to existing and new Master Dealer principals, sales managers, and sales supervisors on the T-Mobile's Direct Sales Solicitations Policy.
 - Provided training to existing and new sub-dealer principals, sales managers, and sales supervisors on T-Mobile's Direct Sales Solicitations Policy.
 - Provided periodic written reminders regarding T-Mobile's Direct Sales Solicitations Policy to all sales employees/representatives and sub-dealers.
3. **SUB-DEALER COMPLIANCE.** Sub-Dealers are liable for their employees' and other sales agent's/representative's failure to comply with the Sub-Dealer Agreement and this important T-Mobile policy. Upon request, Sub-Dealers must provide written and signed certifications that they have and are continuing to adhere to this Direct Sales Solicitations Policy and have completed the following:
 - Provided training to existing Sub-Dealer principals, and existing and new sales managers and sales supervisors on T-Mobile's Direct Sales Solicitations Policy.
 - Provided periodic reminders regarding T-Mobile's Direct Sales Solicitations Policy to all sales employees/representatives.
4. **CONSEQUENCES FOR FAILING TO COMPLY WITH THIS POLICY.** The Direct Sales Solicitations described above are damaging to the T-Mobile brand and goodwill, and can result in violations of state and federal law. In addition to any penalties or fines that may be imposed by state and federal agencies, Sub-dealers who engage in Direct Sales Solicitations may be liable for damages to T-Mobile, which include attorneys' fees and costs. In addition, any violation of the prohibition on Direct Sales Solicitations may result in the immediate termination of the Sub-Dealer Agreement for cause.

All certifications requested pursuant to this policy shall be provided to Company within thirty (30) days of the date of the request. In the event Dealer or any of Dealer's Sub-Dealer(s) fail to provide Company with

signed certification(s) upon request, or fail to deliver the required training programs to their sales managers, supervisors or other sales representatives, in addition to any other rights Company may have for a material breach of the Agreement, up to and including termination for cause, Company shall have the right to immediately terminate 1) some or all of Dealer's (or its Sub-Dealer's) Activation Codes; and 2) some or all of the Sub-Dealer Agreements associated with the Agreement.

Schedule 3 to Exhibit A

Rebate Policy – Minimum Standards

1. REBATES AND PROMOTIONS.

1.1 Company Rebate Policies Regarding Sub-Dealer-funded Rebates:

- 1.1.1 Sub-Dealer may not offer rebates or other discounts on Wireless Service.
- 1.1.2 Sub-Dealer may not offer any mail-in rebates on Equipment under any circumstances whatsoever, unless otherwise expressly permitted by Company, in advance and in writing, in each instance.
- 1.1.3 Over-the-counter, Sub-Dealer-funded instant rebates on Equipment are permitted, provided that each of the following requirements is satisfied: such instant rebate offer conforms to Sub-Dealer's obligations under the Dealer Agreement and the Sub-Dealer Agreement relating to Good Business Practices; all of the terms and conditions of the rebate offer are clearly and conspicuously disclosed to the Subscriber; and the rebate offer is not subject to or otherwise conditioned upon the Subscriber's use of or continued subscription to the Wireless Service for a term of any length. For purposes of clarification, the requirements stated above do not preclude Sub-Dealer from offering different instant Equipment rebate amounts based on the length (e.g., one-year, two-year) of Subscriber's Wireless Service Agreement term with Company.
 - 1.1.3.A All over-the-counter Sub-Dealer-funded rebates on Equipment must clearly and conspicuously indicate in all internal and external advertising and marketing materials that (i) Sub-Dealer is the entity offering the rebate, (ii) Sub-Dealer bears sole responsibility for payment to the Subscriber of the full rebate amount offered, and (iii) Company does not endorse or assume responsibility for payment of the rebate (or any portion thereof) under any circumstances.
 - 1.1.3.B All advertised or published Sub-Dealer-funded rebate offers (over-the-counter rebates) must be available for a fixed and reasonable period of time of not fewer than seven (7) days in duration.
- 1.1.4 If Company authorizes Sub-Dealer to offer a Sub-Dealer-funded mail-in rebate, Sub-Dealer additionally shall adhere to the following minimum rebate standards (with Company hereby expressly reserving the right, exercisable in its sole discretion on a case-by-case basis, to require that Sub-Dealer adhere to other mail-in rebate standards over and above the below-listed minimum standards):
 - 1.1.4.A Sub-Dealer (or its designated rebate fulfillment entity) must accept properly completed rebate forms for eligible Equipment purchased from Sub-Dealer and Activated during the rebate offer period, provided that such rebate forms are postmarked anytime during the rebate offer period or the thirty (30)-day period immediately following the end of the rebate offer period (or longer, at Sub-Dealer's option).
 - 1.1.4.B Such final eligible postmark date must be stated clearly, accurately and conspicuously on the Sub-Dealer's rebate form.
 - 1.1.4.C Sub-Dealer shall process and mail the rebate funds to the Subscriber within eight (8) weeks after receipt by Sub-Dealer (or its designated rebate fulfillment entity) of the completed, eligible rebate form.
 - 1.1.4.D Provided that such condition is set forth clearly, accurately and conspicuously in both (i) the Sub-Dealer's rebate form and (ii) the legal disclosure section of all relevant Sub-Dealer-issued or Sub-Dealer-controlled advertising and marketing materials, Sub-Dealer specifically may condition the Subscriber's eligibility for the Sub-Dealer-funded rebate on the Subscriber maintaining its Wireless Service

account in good standing until the rebate is fulfilled. Under no circumstances shall such eligibility condition derogate in any manner from Sub-Dealer's affirmative legal obligation to process and mail the rebate funds to the Subscriber within eight (8) weeks after receipt by Sub-Dealer (or its designated rebate fulfillment entity) of the completed, eligible rebate form.

- 1.1.4.E While Company assumes no financial or legal liability of any kind or amount for the payment of any Sub-Dealer-funded rebate, Company may elect to pay, but is under no obligation to pay, any Sub-Dealer-funded rebate to a Subscriber as a result of, and as a means to resolve, a Customer Service complaint. Without limiting any other contractual, legal or equitable rights, Dealer may offset and recoup from Sub-Dealer any amount paid to a Subscriber to fulfill a Sub-Dealer-funded rebate offer.

1.2 Company Rebate Policies Regarding Company-Funded Rebates:

- 1.2.1 Sub-Dealer must abide by all of the terms and conditions, and may not interfere in any manner or conduct itself in any manner or establish any policies or procedures that is (are) inconsistent with any terms and conditions, of a Company-funded rebate as established by Company from time-to-time.
- 1.2.2 All Sub-Dealer-issued or Sub-Dealer-controlled internal and external advertising and marketing materials referencing any Company-funded rebate must set forth clearly, accurately and conspicuously each of the then-effective terms and conditions of the Company-funded rebate.
- 1.2.3 Sub-Dealer may only advertise Company-funded rebates during the applicable rebate offer period. Rebate forms submitted for Activations or handset upgrades occurring at any time outside of the rebate offer period are not valid and will not be honored under any circumstances.
- 1.2.4 Company-funded rebates are non-transferable and have no cash value. Only bona fide Subscribers who purchase certain Company Equipment qualify and may apply for Company-funded rebates. Therefore, Sub-Dealer may not purchase or take an assignment of a Company-funded rebate from a qualified Subscriber or otherwise apply for a Company-funded rebate on behalf of or instead of a qualified Subscriber. Any rebate request that is submitted by or in the name of the Sub-Dealer or with the Sub-Dealer's store location as the remittance address will be denied as a fraudulent rebate submission.

Schedule 4 to Exhibit A
[Reserved. Intentionally Omitted]

Exhibit B1 To Sub Dealer Agreement

Marks Rules

1. **INCORPORATED AGREEMENT.** These Marks Rules (“Rules”) are part of the Sub-Dealer Agreement (“Agreement”) that has been executed by Sub-Dealer, Company and Dealer. These Rules apply to (1) Dealer’s and its Sub-Dealer’s use of DT trademarks and service marks (“DT Marks”) that are sublicensed by Company to Dealer under the Agreement; (2) Dealer’s and its Sub-Dealer’s use of Company’s trademarks and service marks (“Company Marks”) that are licensed by Company to Dealer under the Agreement; as well as Company’s slogans and the image of any of Company’s current or former spokespeople (collectively, “Marks”).
2. **AUTHORIZATION TO USE MARKS.** Dealer and Sub-Dealer must obtain Company’s prior written consent to use and reproduce the Marks as Company and/or Company’s licensors of sublicensed Marks may authorize in writing from time to time and solely in connection with the performance of Dealer’s obligations under the Agreement.
3. **REGISTRATION SYMBOLS.** When using the Marks, Dealer and Sub-Dealer must use the proper notice symbol to reflect whether a Mark is registered or unregistered. There are three types of symbols:
 - ® indicates a trademark registered in the United States.
Example: T-MOBILE®
 - ™ indicates an unregistered trademark, i.e., a term used as an adjective to identify a Company product.
Example: HIFI RINGERS™
 - ℠ indicates an unregistered service mark, i.e., a term used as an adjective to identify a Company service.
Example: CALLERTUNES℠

These symbols must be placed on each of the Marks the first time that a Mark appears in a document, the first time a Mark appears on a page (including on a Web page), and on all media.

The proper notice symbol must be placed on each Mark for the first time that a Mark appears 1) in a document 2) on a page (including on a Web page) and 3) on all media.

A list of the Company’s principal trademarks and service marks, and trademarks and service marks that are licensed to the Company by its parent corporation, Deutsche Telekom AG, are attached at the conclusion of these Marks Rules.

If Dealer or Sub-Dealer has any questions about the current registration status of any of the Company’s Marks, please direct inquiries to Company’s Intellectual Property Counsel at IPCOUNSEL@t-mobile.com.

4. **USE OF MARKS.**
 - Always use a Mark as an adjective modifying a noun. Do not use a Mark as a noun.
Correct: “T-MOBILE® global wireless services.”
Incorrect: “T-MOBILE® can be used around the world.”
Correct: “Access the Internet with the SIDEKICK® device.”
Incorrect: “Access the Internet with SIDEKICK®.”

- Use Marks (other than logos) in block letters only.
Correct: “FAMILYTIME®”
Incorrect: “FamilyTime®”
- Use DT Marks exactly as used by DT, and Company Marks exactly as used by Company, without varying the spelling, abbreviating, adding, or deleting hyphens, breaking one word into two or more words, pluralizing, or making possessive through use of apostrophes.
Incorrect: “TMO®” (abbreviation)
Incorrect: “TMOBILE®” (omitting a hyphen that is part of the mark as used by Company)
Incorrect: “FAMILY-TIME®” (inserting a hyphen that is not part of the mark as used by Company)
Incorrect: “We sell SIDEKICK®-related products” (inserting a hyphen between the mark and surrounding words)
Incorrect: “EASY SPEAK®” (breaking one mark into two words)
Incorrect: “EASYSPEAKSSM plans” (pluralizing)
Incorrect: “HOTSPOT’SSM Internet services” (possessive)
- Use DT logos exactly as used by DT, and Company logos exactly as used by Company, without any alteration or modification to the design, words, colors, and/or proportions.
- Keep Marks visually distinct from other text, images, or materials. In particular, keep the T-MOBILE® logo as a stand-alone icon, without other marks or logos grouped with it. Only DT Marks and Company Marks may be used in conjunction with the T-MOBILE® logo.
- Do not use Marks in conjunction with the marks or logos of other wireless service providers or other third parties.

5. **NOTICES.** Dealer and Sub-Dealer must include the following legend as a footnote or footer that conspicuously appears in the same document or on the same page as the Marks:

“T-MOBILE® [*and any other DT or Company Mark used by Dealer*] is registered and/or unregistered trademarks and/or service marks of Deutsche Telekom AG, T-Mobile USA, Inc., and/or their subsidiaries and affiliates.”

6. **ADDITIONAL RULES.**

- Dealer or Sub-Dealer may not use the Marks, or confusingly similar versions of the Marks, as all or part of a company name or trade name, whether registered or not.
- Dealer or Sub-Dealer may not use the Marks, or confusingly similar versions of the Marks, in a domain name. If Dealer or Sub-Dealer uses the Marks in this manner, Dealer or Sub-Dealer will be required to transfer ownership of the domain name to Company or to DT, as appropriate.
- Dealer or Sub-Dealer may not register or apply to register the Marks, or confusingly similar versions of the Marks, in any fashion.
- Dealer or Sub-Dealer may not use the Marks, or confusingly similar versions of the Marks, in a manner that implies DT’s and/or Company’s sponsorship or endorsement.
- Dealer or Sub-Dealer may not use the Marks, or confusingly similar versions of the Marks, in a manner that is inaccurate, distasteful, or that disparages DT and/or Company. Dealer or Sub-Dealer may not use the Marks, or confusingly similar versions of the Marks, in any

manner that Company determines, in its sole discretion, diminishes or damages DT's and/or Company's goodwill in the DT Marks or Company Marks, respectively.

- Upon termination of the Agreement for any reason, Dealer or Sub-Dealer must deliver to Company or its designee all literature, materials, business cards, signs, labels, and other documents, and all registrations, upon which or in which the Marks appear.
- DT and Company reserve the right to review any use of the DT Marks and Company Marks, respectively, at any time. Dealer or Sub-Dealer must provide Company with specimens of Mark usage prior to use, and a reasonable opportunity to review and approve Dealer's or Sub-Dealer's use of the Marks prior to their use.
- Certain Company products and/or services include products and/or technology of third parties. Dealer or Sub-Dealer may not use any marks of third parties without their express permission.
- Dealer or Sub-Dealer may not use the image of Company's current or former spokespeople, in any manner without Company's prior written authorization.
- For purposes of these Marks Rules, Company's current and former toll-free telephone numbers will be treated as Marks, including but not limited to:

1-800-T-MOBILE

- For purposes of these Marks Rules, the following present and former trading symbols of DT, the Company and certain of the Company's subsidiaries and affiliates will be treated as Marks:









- DT
- VSTR
- AERL
- OMPT
- PTEL

Dealer or Sub-Dealer may not use any of these trading symbols in any manner whatsoever.



7. **RESERVATION OF RIGHTS.** Company may begin using new Marks, modify and revise its Marks, and abandon use of its Marks at any time and in its sole discretion.
8. **AMENDMENT.** This Exhibit B-1 is subject to change upon thirty (30) days prior written notification by Company to Dealer.



T-MOBILE USA, INC.
PRINCIPAL TRADEMARKS
As of 01/07/2007

DEUTSCHE TELEKOM AG

<i>OWNER: <u>DEUTSCHE TELEKOM AG</u></i>		
<u>Mark</u>	<u>Notice Symbol</u>	<u>Comments</u>
[Color magenta]		Design mark consisting entirely of the color magenta
[Acoustic logo]		Acoustic mark consisting of a series of five musical notes
	SM	
HotSpot 	®	Design Mark consisting of the stylized word "Hotspot" with the second "o" consisting of a circle, magenta in color, surrounded by concentric rings of increasingly lighter shades
	®	
	®	
	SM	
	®	
T-MOBILE	®	
T-MOBILE MDA	®	
T-MOBILE SDA	®	
T-MOBILEWEB	®	
T-ZONES	®	
 zones	SM	
	®	

T-MOBILE USA, INC.

<i>OWNER: T-MOBILE USA, INC.</i>		
<i><u>Mark</u></i>	<i><u>Notice Symbol</u></i>	<i><u>Comments</u></i>
	®	Mark consists of a circle, magenta in color, surrounded by concentric rings of increasingly lighter shades
CALLERTUNES	®	
COURTSIDE COACH	SM	
DASH	TM	
EASYSPEAK	®	
ESTAMOS JUNTOS	SM	
FAMILYTIME	®	
FAMILYTIME PLUS	®	
FAMILYTIME ULTRA	SM	
GET MORE	®	
GET MORE AMERICA	®	
GET MORE FROM LIFE	®	
GET MORE MAX	®	
GET MORE PLUS	®	
GET MORE SUPRA	SM	
GET MORE ULTRA	SM	
HIFI RINGERS	®	
KIDCONNECT	SM	
	SM	
MEGATONES	®	
MENSAJERO DE MINUTOS	SM	

<i>OWNER: T-MOBILE USA, INC.</i>		
<i><u>Mark</u></i>	<i><u>Notice Symbol</u></i>	<i><u>Comments</u></i>
MINUTE MESSENGER	®	
MINUTOS CUANDO QUIERAS	SM	
MUSICA DE LLAMADA	SM	
MYFAVES	SM	
	SM	
PAPELESTILO	TM	
RECIBE MAS	®	
RECIBE MAS AMERICA	®	
RECIBE MAS DE LA VIDA	®	
RECIBE MAS PLUS	SM	
RECIBE MAS SUPRA	SM	
RECIBE MAS ULTRA	SM	
SIDEKICK	®	
	®	
STICK TOGETHER	SM	
STRIPE	TM	
STYLEPAPER	TM	
THE GET MORE PROMISE	®	
TIEMPOFAMILIAR	®	
TIEMPOFAMILIAR PLUS	SM	
TIEMPOFAMILIAR ULTRA	SM	
TIMBRES HIFI	TM	

<i>OWNER: <u>T-MOBILE USA, INC.</u></i>		
<i><u>Mark</u></i>	<i><u>Notice Symbol</u></i>	<i><u>Comments</u></i>
WHENEVER MINUTES	®	
WHO'S IN YOUR FAVE5?	SM	

SAMSUNG ELECTRONICS CO., LTD.

OWNER: <u>SAMSUNG ELECTRONICS CO., LTD.</u>		
<u>Mark</u>	<u>Notice Symbol</u>	<u>Comments</u>
TRACE	TM	

EXHIBIT B2 to Sub Dealer Agreement

DT Trademark Guidelines

The following Trademark Guidelines provide detailed information on licenses and permission granted by Deutsche Telekom AG (“DT”) to distribution partners (hereinafter “DP”) to use logos, trademarks and designations of DT (hereinafter “DT Marks”). These trademark guidelines are legally binding and define the contents of the granted license. The following “Questions and Answers” explain the requirements to be fulfilled by the DPs with regard to the use, the qualities and the costs of the use of the DT Marks:

1. Am I entitled to use the DT Marks in any way I wish?

No. The DT Marks may only be used in accordance with the provisions included in the Trademark Guidelines and with the attached guidelines of use (e.g. Marks Rules – Exhibit B1). These provisions are binding and are to be strictly adhered to.

2. Am I entitled to allow third parties to use the DT Marks or am I entitled to hand over to third parties items and/or printed matter provided with the DT Marks?

No. The right to use the DT marks may not be transferred. The DP is not entitled to grant the right to use the DT Marks to sub-representatives or even to grant sub-licenses.

Items and/or printed matter provided with the DT Marks may generally not be handed over to third parties in order to be used in the marketing of goods or services. Such action requires the explicit previous consent of DT.

Of course, items and/or printed matter may be handed over to final consumers.

3. Am I entitled to use the DT Marks for other purposes than for the purpose of characterizing the services that are subject to the contract?

No. DP shall use the DT Marks only for the purpose of characterizing the services that are subject to the contract. Furthermore, any use of the DT Marks as a company name, as any other business name, as an Internet domain, as a component of a company name, or as any other business name or internet domain is not allowed.

In particular, it is not allowed to characterize sales products with the DT Marks.

Of course, it is moreover not allowed to have the DT Marks registered as a trademark, as a company name, as an internet domain, or as a component thereof.

4. Is there any context between the entitlement to use the DT Marks and the quality of the services offered under this designation?

Yes. The DP undertakes to use the DT Marks exclusively for characterizing of contractual services that comply with the highest quality requirements and the respective state of the art in technology.

Furthermore, the designation and the DT Marks may only be used in a way and in connection with goods and services which comply with the excellent reputation of the trademarks of DT and which exclude any damage or interference with this reputation.

5. Am I obliged to inform DT if I find out that third parties possibly infringe the trademark rights of DT with regard to the DT Marks?

Yes. Should the DP learn that a third party uses the designation and/or applies for its registration as a trademark, company name or internet domain with regard to which there may be a likelihood of confusion with the rights concerning the DT Marks, it is obligated to inform DT immediately.

6. Will I have to bear the costs incurred in connection with the use of the DT Marks by myself?

Yes. DT will provide DP with the specimen of DT Marks free of charge, in order for the DT marks to be used in accordance with the provision of the contract. The costs incurred in connection with the use of the DT marks by the DP shall be borne by the DP itself. Further printed or other specimen may be obtained from DT against reimbursement of the costs incurred.