



Dear Potential Dealer:

Thank you for your interest in becoming an authorized dealer for MetroPCS.

We are currently accepting applications from business professionals who are interested in becoming MetroPCS Dealers. Please note that only completed applications will be considered.

Please complete and/or provide a copy of the following documents:

- New Dealer Checklist (complete)
- Potential Dealer Profile (complete and sign)
- Customer Credit Application & Sales Agreement (complete & sign)
- Mutual Nondisclosure Agreement (sign and date)
- Financial Statement
(Must provide three consecutive months of current bank statements (first page only) listing: deposits, withdrawals, and carry-over balances)
- Insurance and Risk of Loss acknowledgment
- Code of Ethics and Conflict of Interest (complete and sign)
- Articles of Incorporation or Organization (if you are a corporation)
- Proof of Insurance
(must clearly state effective date and expiration date)
- Lease agreement or deed to property

We thoroughly evaluate each application, with careful consideration being given to your store's proximity to existing MetroPCS dealers. Other determining factors include your status as an independent business, the number of carriers you represent, as well as your store's appearance.

After we review your profile and documents, we will contact you for further discussion.

Again, thank you for your interest in MetroPCS.

Please complete the Potential Dealer Profile and send the completed document to:

Mail all documents to:
6513 Windcrest Dr
Suite 100
Plano, TX 75024
Attention: Sales Admin

Fax to: (469) 574-7846

Or email to: dfwdealer@metropcs.com

MetroPCS, DFW Market

Authorized Dealer Program Minimum Guidelines

Location Guidelines

1. Dealer must have retail storefront presence including signage.
2. Dealer must have a current email address for communications from MetroPCS.
3. Dealer must have an operational fax machine for receipt of time sensitive information from MetroPCS.
4. Dealer location should be attractive, well kept, orderly and located in visible area.
5. Dealer must complete Dealer Application including bank and trade references and pass financial, background, and criminal history check.
6. Startup businesses must present business plan.
7. Requested location must be a minimum of 2 miles from nearest authorized MetroPCS location.

Minimum Merchandising Standards

Dealer must display the following:

1. Approved MetroPCS signage/banner inside retail locations
2. Current coverage map provided by MetroPCS
3. MetroPCS literature regarding coverage and pricing
4. MetroPCS approved handsets
5. Dealer may not alter the metroPCS logo or recreate it without consent of MetroPCS.
6. MetroPCS signage displayed on exterior of building.

Training Standards

1. Dealer must have owner(s) as well as all sales personnel trained by MetroPCS Representative prior to initial launch of MetroPCS service.
2. Dealer's new hires must attend a MetroPCS training session prior to selling MetroPCS products & services.
3. Dealer should notify their MetroPCS Representative of all new hires in order to provide ongoing training.



Potential Dealer Profile

Date: _____

Name of Business: _____ DBA Name: _____

Mailing address: _____

City, State & Zip: _____

Requested Location Address: _____

City, State & Zip: _____ Date opened/acquired: _____

(List any additional store locations on page 2)

Phone Number: _____ () _____ Fax Number: _____ () _____

Email Address: _____

Primary Contact Name: _____ Title: _____

Primary Contact's Mobile Telephone Number: _____ () _____

What is your type of business? _____

How many employees? _____ Other languages spoken: _____

Days and Hours of Operation: _____ Answering Machine ___Yes___No

Other carriers sold:

Alltel	___	Yes	___	No	Direct or Sub under which master dealer	_____
AT&T	___	Yes	___	No	Direct or Sub under which master dealer	_____
Cingular	___	Yes	___	No	Direct or Sub under which master dealer	_____
Nextel	___	Yes	___	No	Direct or Sub under which master dealer	_____
Sprint	___	Yes	___	No	Direct or Sub under which master dealer	_____
TMobile	___	Yes	___	No	Direct or Sub under which master dealer	_____
Verizon	___	Yes	___	No	Direct or Sub under which master dealer	_____
Other	___	Yes	___	No	Direct or Sub under which master dealer	_____

What services or products do you sell? _____

Number of MetroPCS units expected to sell per month: _____

Want to be a payment center? ___Yes___No Do you advertise? ___Yes___No

Which advertising mediums? _____

Monthly advertising budget: _____ Will you advertise MetroPCS? ___Yes___No

Can you display a banner outside? ___Yes___No

Are you interested in purchasing a MetroPCS Auth. Dealer sign for your store(s)? ___Yes___No

Are you willing to dedicate at least 50% of your store space to MetroPCS? ___Yes___No

Please check all that apply: Store Front Kiosk Direct Sales
 Warehouse E – Commerce Flea Market

Additional locations:

I attest that the foregoing statements and answers are true and complete. I authorize MetroPCS, Inc. and its related affiliated entities to investigate all statements contained in this application and to conduct a credit, background, and criminal history check on any and all individuals and business names associated with my company. I understand any misrepresentation or omission of the facts called for will constitute sufficient reason to cancel this application or, if I have been granted a dealership, to terminate my dealership.

Signature

Date

Printed Name

Sales Representative Name: _____

Brightpoint Market Code: _____

Brightpoint # _____

CUSTOMER CREDIT APPLICATION

(* INDICATES REQUIRED FIELDS FOR APPLICATION TO BE PROCESSED)



For the purpose of obtaining merchandise from MetroPCS™, Inc., the following statements in writing are made by the Applicant, and MetroPCS, Inc. should rely on all such statements as correct. This agreement is between the Applicant signed on this agreement and MetroPCS, Inc. Applicant authorizes MetroPCS, Inc. to disclose or release to Brightpoint North America L.P. and its subsidiaries, affiliates, employees, agents, successors and assigns ("Brightpoint"), the information set forth below and any and all credit, financial and other information MetroPCS receives or possesses in connection with or related to this agreement. Applicant authorizes MetroPCS, Inc. and/or Brightpoint to contact any references given and inquire about credit history. Applicant acknowledges that is has read and understands the terms and conditions hereof and agrees to bound by them, that this document with attachments is complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. Applicant further agrees to notify MetroPCS, Inc. and Brightpoint in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer or listed assets or other facts set forth below.

GENERAL INFORMATION			Company Email Address*:		
Legal Name of Business*:					
DBA(if applicable):					
Name of Parent Company, if Subsidiary:					
Business Mailing Address*:		Phone*:	Cell:	Fax*:	
		Contact Name*:			
Business Shipping Address*:		Phone*:	Contact Name*		
Nature of Business		Year Established*	No. of Locations*	Present Location Since (Mo./Yr.)*	
Location Type <input type="checkbox"/> Owns <input type="checkbox"/> Rents <input type="checkbox"/> Store Front <input type="checkbox"/> Warehouse <input type="checkbox"/> Other (Specify)		Business Type* <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Privately Held <input type="checkbox"/> Publicly Held <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other			
President/Owner/Partner* (circle and provide name and title)			Projected Monthly Sales Volume		
Vice President/Owner/Partner* (circle and provide name and title)			Handset units:		
Treasurer/Owner/Partner* (circle and provide name and title)			Sales \$:		
Authorized Purchasing Agent(s):			Desired Price Class:		
Listed in D&B <input type="checkbox"/> Yes <input type="checkbox"/> No If so, Duns #		Tax Resale Number – State*			
Other Credit Bureau? <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal Tax ID.*			
Personal Credit History (Optional) Applicable to sole proprietorships and partnerships. (Credit could be granted based upon evaluation of personal credit history if meet or exceed credit worthiness requirements, accompanied with a signed personal guaranty form.)					
Last Name	First Name	Middle Name	Home Phone		
Home Address			City, State, Zip Code		
Social Security Number			Date of Birth		

Applicant authorizes release of above information or attached list to MetroPCS,™ Inc. and Brightpoint North America, L.P. and its subsidiaries, affiliates, employees, agents, successors and assigns

Signature* _____

Date* _____ Print Name* _____

Title*: _____

Company Legal Name*: _____

Please select the Credit Line you are applying for:

Default Terms \$8,000 POS (payment on shipment) - Payable via bank draft -MUST COMPLETE POS Authorization Form& attach a "voided" check

POS (payment on shipment) terms with credit line greater than \$8,000 - Payable via bank draft -MUST COMPLETE POS Authorization Form & attach a "voided" check – Dealer must complete this page and submit the necessary financial data as listed in the minimum requirements

Net 30 days terms - Dealer must complete this page and submit the necessary financial data as listed in the minimum requirements)

Select dollar amount:

USD \$10,000 \$15,000 \$20,000 \$30,00 \$40,000 50,000 Please specify other amount \$_____

BANK REFERENCES

Bank	Account No
Address	Phone No.
City, State, Zip Code	Fax No.
Bank Credit Line:	Bank Officer or Contact
Secured: <input type="checkbox"/> Yes <input type="checkbox"/> No	Personal Guaranty: <input type="checkbox"/> Yes <input type="checkbox"/> No
Bank	Account No
Address	Phone No.
City, State, Zip Code	Fax No.
Bank Credit Line:	Bank Officer or Contact:
Secured: <input type="checkbox"/> Yes <input type="checkbox"/> No	Personal Guaranty: <input type="checkbox"/> Yes <input type="checkbox"/> No

TRADE REFERENCES

Name	Phone
Address	City, State, Zip Code
Contact	Customer # & Amount of Credit Line

Name	Phone
Address	City, State, Zip Code
Contact	Customer # & Amount of Credit Line

Name	Phone
Address	City, State, Zip Code
Contact	Customer # & Amount of Credit Line

Applicant authorizes release of above information or attached list to MetroPCS,™ Inc. and Brightpoint North America, L.P. and its subsidiaries, affiliates, employees, agents, successors and assigns

Signature _____

Date: _____ Print Name: _____

Title: _____

Company Legal Name: _____



MUTUAL NONDISCLOSURE AGREEMENT

_____ and MetroPCS Wireless, Inc. hereby agree as follows:

1. **Confidential Information.** In the course of discussions regarding potential business arrangements between the parties (the "Transaction"), each party may have access to confidential and/or proprietary information of the other party, including but not limited to, trade secrets, confidential and/or proprietary information, marketing and business plans, financial information, and technical information. Any such written confidential and/or proprietary information that is disclosed to the other party shall be deemed "Confidential Information" hereunder, unless it is specifically marked or designated in writing as "Not Confidential" by the disclosing party. In addition, any such confidential and/or proprietary information that is orally disclosed to the other party shall constitute Confidential Information hereunder, unless otherwise stated or designated by the disclosing party in writing.

2. **Nondisclosure of Confidential Information.** Each party agrees that: (i) all Confidential Information shall remain the exclusive property of the respective owner; (ii) it will use the Confidential Information solely for the purpose of evaluating the Transaction and agrees to reveal the Confidential Information only to its affiliates, parents, subsidiaries, directors, board observers, officers, investors, potential investors, lenders, potential lenders, underwriters, employees, and agents (collectively "Affiliates") with a need to know the Confidential Information for the purpose of evaluating the Transaction; (iii) it will not disclose to any third party any of the Confidential Information obtained by it without the other party's prior written consent; provided, however, that each party may disclose any such Confidential Information to its respective accountants, attorneys, bankers, lenders and other confidential advisors (collectively "Advisors") who need to know such information for the purpose of assisting that party in connection with evaluating the Transaction; (iv) it is responsible for any breach of this Agreement by its Affiliates and Advisors, and each party agrees that its Affiliates and Advisors will be advised of the confidential nature of such information and, if not subject to an existing obligation of confidentiality, the terms and conditions of which are materially the same as those set forth herein, such Affiliates and Advisors shall agree to be bound by this Agreement (v) it shall treat all Confidential Information of the disclosing party with the same degree of care as it accords its own confidential information of similar importance, but in no case less than reasonable care; and (vi) it, at the receiving party's option, shall return or destroy all copies of Confidential Information upon the written request of the disclosing party.

3. **Legal Process.** In the event that the receiving party or its Affiliates or Advisors are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt advance written notice to the disclosing party so that the disclosing party may seek a protective order or other appropriate relief and the receiving party shall provide any reasonable assistance requested by the disclosing party. In the event that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose, provided that the receiving party shall exercise its reasonable efforts to preserve confidentiality of the Confidential Information including, without limitation, by cooperating with the disclosing party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court.

4. **Cooperation.** Each party shall (i) promptly give written notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information by itself, its Affiliates, or Advisors and (ii) assist the disclosing party, at the disclosing party's sole expense, in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information.

5. **Exclusions.** Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party; (ii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; (iv) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information; (v) is released from confidential treatment by written consent of the disclosing party; or (vi) is required (by interrogatories, requests for information or documents, subpoena, court or administrative order, civil investigative demand or similar process) to be disclosed to any stock exchange, on which the shares of the party or its Affiliates are listed, or to any regulatory body or government entity or agency.

6. **No License.** Neither party grants to the other party any license, by implication or otherwise, to use any Confidential Information except as expressly provided herein.

7. **No Promise.** Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either party hereto or any promise or intention to enter into any other business arrangement.

8. **Termination.** This Agreement shall continue in full force and effect for so long as the parties continue to exchange Confidential Information. This Agreement may be terminated at any time upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve either party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination. In addition, the obligations imposed by this Agreement shall survive the termination of this Agreement for a period of two (2) years from the date of such termination or until such time as this Agreement is expressly superceded by a subsequent agreement between the parties, whichever is earlier.

9. **Equitable Remedies.** Each party acknowledges that a breach or threatened breach of this Agreement could cause the disclosing party irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that each disclosing party shall, in addition to all other available legal or equitable remedies, be entitled to seek injunctive relief against such breach or threatened breach by the receiving party, or to specific performance of this Agreement, without the requirement of posting a bond or other security.

10. **No Representation of Accuracy.** Each party understands and acknowledges that neither party nor any of its Affiliates or Advisors makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information made available by it or to it. Each party agrees that neither party nor any of its Affiliates or Advisors shall have any liability to the other party or to any of its Affiliates or Advisors relating to or resulting from the use of or reliance upon such other party's Confidential Information or any errors therein or omissions therefrom. Except as expressly set forth herein, only those representations or warranties that are made in a subsequent agreement, if any, and subject to such limitations and restrictions as may be expressly specified therein, will have any legal effect.

11. **Choice of Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of laws principles, and exclusive venue shall be in Dallas, Dallas County, Texas.

12. **No Waiver.** No failure or delay by the disclosing party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.

14. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

15. **Counterparts.** This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or PDF shall be equally as effective as delivery of an original executed counterpart of this Agreement.

MetroPCS Wireless, Inc.

Other Party: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FINANCIAL STATEMENT

PERSONAL INFORMATION			
Full Name:		Spouse Name:	
Social Security:		Social Security:	
Home Address:		Business Occupation:	
City, State, Zip:		Employer:	
Home Phone:		Self-Employed Business:	
ASSETS		LIABILITIES	
Cash-SCH D		Notes Payable (Secured):	
Stocks & Bonds- SCH A:		Notes Payable (Unsecured):	
Real Estate- SCH B:		Credit Cards:	
Business Assets- SCH E:		Mortgages:	
		Other Notes:	
Other Assets:		TOTAL LIABILITIES:	
		NET WORTH (Assets-Liabilities):	
TOTAL ASSETS:		TOTAL LIABILITIES + NW	
SOURCE OF ANNUAL INCOME		INCOME FROM	
Salary, Bonus, Commissions:			
Business Income:			
Rental Income:			
Other Income:			
Salary (Spouse):			
TOTAL INCOME:			
GENERAL INFORMATION			
Contingent Liabilities- as a cosigner?		Yes / No	
Unsatisfied judgments or law suits pending?		Yes / No	
Are any income tax returns made by you for prior years being contested?		Yes / No	
If so, what do you estimate as the additional amount you may be required to pay?		_____	
Are you obligated to pay alimony, child support, or separate maintenance payments?		Yes / No	
Are any assets pledged or in joint names other than as described on Schedules?		Yes / No	
Have you ever been declared bankrupt?		Yes / No	
Do you have a will?	Yes / No	Who is your named executor?	



Insurance requirements for MetroPCS

This is a snapshot from the contract. Please review and make sure that this will not be a problem. This is not required until you are approved and presented with a contract.

10. INSURANCE AND RISK OF LOSS

Dealer will obtain and maintain during the Term, at its sole cost and expense, comprehensive general liability insurance, including product liability, personal injury, workers' compensation and employer's liability coverage, in an aggregate amount of not less than one million dollars (\$1,000,000) combined single limit coverage from an insurance carrier(s) reasonably satisfactory to MetroPCS and licensed to do business in the Area. Dealer will cause such insurance carrier(s) to provide MetroPCS with an annual certificate of Insurance of such policy(s) which will name MetroPCS as an additional insured, and will provide MetroPCS with at least thirty (30) days' prior written notice of any suspension, reduction or cancellation of coverage. Dealer will notify MetroPCS at least thirty (30) days in advance of any material change in such insurance coverage, including, without limitation, any change of the insurance carrier(s).

Dealer will assume the risk of loss or damage for all Equipment at the time MetroPCS delivers the Equipment to the common carrier.

Signature of Acknowledgement _____

Date of acknowledgement _____



CODE OF ETHICS AND CONFLICT OF INTEREST
FOR VENDORS, SUPPLIERS, AND CONTRACTORS

I. INTRODUCTION

One of the Core Values at MetroPCS is the commitment to Ethical Business Practices. This means we will keep our word, be honest, and will maintain integrity in all of our actions. To reinforce this important value, MetroPCS employees, officers, and directors have an Employee Code of Ethics, which defines what is expected from them and provides guidance in making appropriate decisions when faced with an ethical issue.

Because our working relationship with our business partners is also very important, MetroPCS has created the Code of Ethics and Conflict of Interest Policy for Vendors, Suppliers, and Contractors (Vendor Code of Ethics). The Vendor Code of Ethics communicates the values of our organization and provides guidance for conducting business with MetroPCS. We expect all vendors, suppliers, and contractors to uphold this same commitment to ethical business practices and regulatory compliance.

Contained within the Vendor Code of Ethics are two subsections relating to Conflicts of Interest. The common factor in all conflict of interest situations is the division of loyalty, or the appearance of a division of loyalty, between the best interests of MetroPCS, external vendors, suppliers and contractors, and personal interests that could possibly affect, or appear to affect, judgments or actions. Please ensure you understand this section and make full disclosure of any potential conflicts on the attached form.

We expect business to be conducted with the highest possible level of ethics and all dealings between MetroPCS and our vendors, suppliers and contractors to be conducted fairly. You should expect MetroPCS employees to treat you in an ethical manner with respect, trust, and integrity and MetroPCS is committed to ensuring that we live up to that standard. If you have any concerns about the treatment you have received from MetroPCS or the behavior of any MetroPCS employees, MetroPCS wants to know about it. Contact information is provided in Section VI of this document for reporting ethical concerns or questionable business practices.

MetroPCS believes strong ethical business practices are an essential component for continued business success. Working together, we can uphold and demonstrate the highest levels of business excellence and ethics, which everyone in the business community expects from us.



CODE OF ETHICS AND CONFLICT OF INTEREST
FOR VENDORS, SUPPLIERS, AND CONTRACTORS

II. DEFINITIONS

Employee - any individual who is presently employed by MetroPCS.

Employee Owned Business – A MetroPCS employee who proposes to lease, rent, or sell goods, or services to MetroPCS; or

- A business owned or controlled more than 10% by an employee who proposes to rent or sell goods or to provide services to MetroPCS; or
- A relative, or near relative of an employee, who proposes to rent, sell goods or to provide services to MetroPCS, and the employee has, in any connection with his or her MetroPCS employment, any responsibility for, or will be involved in any manner, in MetroPCS' decision to accomplish or approve the transaction; or
- A business owned or controlled more than 10% by a near relative of an employee, who proposes to lease, rent, sell goods or provide services to MetroPCS, and the employee has, in any connection with his or her MetroPCS employment, any responsibility for, or will be involved in any manner, in MetroPCS' decision to accomplish or approve the transaction.

Relative or Near Relative – Relative or near relative means members of the same family including spouses, domestic partners, common-law spouses, children, stepchildren, guardians, wards, grandchildren, step-grandchildren, parents, step-parents, grandparents, step-grandparents, siblings, step-siblings, brothers- and sisters-in-law, fathers- and mothers-in-law, uncles, aunts, nieces, nephews, and cousins.

Also included are non-related individuals involved in consenting romantic relationships. The term “consenting romantic relationship” or “consenting romantic partner” refers to two persons, who may be dating or engaged to be married.

Additionally included are domestic partners. The term “domestic partner” is defined as two people of the same or opposite sex, both of whom are eighteen years of age or older, neither of whom is married or related by blood, who have resided together in the same residence for at least six months and intend to do so indefinitely.



CODE OF ETHICS AND CONFLICT OF INTEREST

FOR VENDORS, SUPPLIERS, AND CONTRACTORS

III. PURPOSE/SCOPE OF THE POLICY

The purpose of this policy is to provide vendors, suppliers, and contractors with an understanding of the principles by which MetroPCS operates and the business conduct MetroPCS expects from all those with whom it conducts business.

Vendors, suppliers, and contractors to MetroPCS should be aware that employees of MetroPCS are prohibited from making or participating in the making of a decision if a financial or personal conflict of interest exists. It is the policy of MetroPCS to separate an employee's private interests and to safeguard MetroPCS, and its employees against charges of favoritism in acquisition of goods and services. This policy describes restrictions on the decision to purchase goods and services involving participation in purchasing decisions by employees, and purchases of goods and services from employees, employee-owned businesses, relatives and near relatives or businesses owned by near relatives.

IV. CONFLICTS OF INTEREST

A. VENDOR AND SUPPLIER RELATIONSHIPS

The goods and services provided by vendors and suppliers are critical to MetroPCS' success. It is important to develop productive and mutually beneficial working relationships with our suppliers, based upon trust, honesty, and fairness. MetroPCS' reputation in the marketplace is formed in part through its dealings with vendors, suppliers and business partners. MetroPCS believes in doing business only with those companies that demonstrate the highest business standards for ethics and integrity.

MetroPCS will choose vendors, suppliers, and contractors and will make purchasing decisions based upon price and merit. MetroPCS will also consider other things including quality, reputation for integrity and service, delivery capability and the suppliers' overall relationship with the Company.

MetroPCS expects all vendors, suppliers, and contractors with whom it does business to conduct themselves with honesty, respect, integrity, and ethics. Failure to act or conduct business in the above manner will result in termination of the business relationship.

MetroPCS employees who make procurement decisions are responsible for ensuring that all purchasing decisions are in the best interest of the Company and are made objectively and impartially. Purchasing responsibilities must be carried out in a proper, ethical, and legal manner, free from wrongdoing or even the appearance of wrongdoing. MetroPCS employees must not make any commitments or enter into any oral or written agreements on behalf of the Company unless they have the formal documented authority from the Company to do so.



CODE OF ETHICS AND CONFLICT OF INTEREST
FOR VENDORS, SUPPLIERS, AND CONTRACTORS

B. BUSINESS ENTERTAINMENT, MEALS, GIFTS, AND FAVORS

MetroPCS recognizes occasional exchanges of business courtesies between vendors, suppliers and our employees, such as entertainment, meals, or gifts, can be helpful in building and maintaining business relationships. Participating in entertainment such as meals, sports events, golf outings, and celebration functions, etc. with our business partners is acceptable provided the entertainment is infrequent (with the same provider), in good taste, in moderation and not extravagant. MetroPCS asks for the cooperation of all vendors, suppliers and contractors to refrain from offering or accepting gifts which would in any way violate the gift policy.

Attending supplier sponsored conferences, seminars, and entertainment events where air travel, hotel or other accommodations is provided, creates more serious concerns. MetroPCS employee participation in supplier-sponsored events, where both business and entertainment activities are provided by the sponsor, is acceptable when employee participation is important to the business of MetroPCS. Employees should not attend these events if it does not serve a significant business purpose for MetroPCS, or could cause, or appear to cause, an employee to favor that supplier over others.

To support this principle, MetroPCS requires all employees who are invited by suppliers to attend conferences, seminars or entertainment events where air travel or other accommodations are paid for by the supplier, to obtain prior written approval from an appropriate senior executive. Similarly, MetroPCS company executives, at the General Manager level and above must receive prior written approval from the Chief Executive Officer, Chief Financial Officer, or the Executive Vice President of Market Operations.

Generally, entertainment and gifts should have a clear business purpose and should benefit the Company by building trust and goodwill in the business relationship. To qualify as acceptable entertainment, the supplier must attend the event with the employee. If the supplier does not attend, the entertainment should be treated as a gift and be subject to the rules related to gifts. Efforts should also be made so that entertainment, meals, or gifts provided by third parties are reciprocated when possible. This is especially important for employees who work closely with suppliers as a normal course of business and may have frequent opportunities to share business meals together.

As a rule, vendors, suppliers, and contractors should never accept or provide entertainment, meals, gifts, or favors, if doing so would compromise, or appear to compromise, the judgment of a MetroPCS employee. Additionally, offering or accepting bribes, kickbacks, payoffs or other unusual or improper payments to obtain or keep business is unethical, illegal, and is strictly prohibited.



CODE OF ETHICS AND CONFLICT OF INTEREST
FOR VENDORS, SUPPLIERS, AND CONTRACTORS

C. DETAILED POLICY STATEMENT PARTICIPATION IN PURCHASING DECISION

No employee of MetroPCS shall make, participate in, or attempt to influence any decision if the employee knows, or has reason to know, that he/she has a financial interest in the outcome of that decision. Accordingly, all vendors, suppliers, and contractors are expected to make full and complete disclosures of any and all known relationships, which either presently exist or may exist within the foreseeable future. If at any time during the course of business, a new relationship or potential conflict arises, the vendor, supplier, or contractor is required to immediately disclose in writing the new situation to MetroPCS management.

D. PURCHASES FROM EMPLOYEE-OWNED BUSINESSES

Purchases, leases, rent of goods or contracts for services, shall not be made from any business which is owned, or is controlled more than 10% by a MetroPCS employee, unless there has been a specific determination by the Chief Financial Officer that complete disclosure had been made, the purchase of these goods and services are obtained at a competitive market value, and the business decision to make this purchase is clearly in the best interest of MetroPCS.

E. PURCHASES FROM RELATIVES OR NEAR-RELATIVES OF AN EMPLOYEE OR FROM BUSINESS OWNED BY NEAR RELATIVES OR EMPLOYEES

Purchases, lease/rent of goods, or contracts for services shall not be made from any relative or near relative of a MetroPCS employee, or from any business which is owned or controlled more than 10% by a relative or near relative of an employee if the employee has any responsibility for, will be involved in, or is in a position to influence MetroPCS' decision to accomplish or approve the transaction, unless there has been a specific determination by the Chief Financial Officer that complete disclosure had been made, the purchase of these goods and services are obtained at a competitive market value, and the business decision to make this purchase is clearly in the best interest of MetroPCS.

V. PROCEDURES

The Vendor, Supplier, and Contractor Conflict of Interest Acknowledgement Form **should be completed by an officer, executive or owner** of any company or entity, which proposes, to rent, lease, sell or provide goods or services to MetroPCS.



**CODE OF ETHICS AND CONFLICT OF INTEREST
ACKNOWLEDGEMENT AND DISCLOSURE FORM
FOR NEW VENDORS, SUPPLIERS AND CONTRACTORS**

This form references the MetroPCS Code of Ethics and Conflict of Interest policy for New Vendors, Suppliers, and Contractors.

All vendors, suppliers, and contractors are required to acknowledge their receipt, review, and understanding of the policy and requirements and respond to the questions provided below.

The completed form should be returned to your field representative along with your vendor application.

PLEASE PRINT LEGIBLY AND COMPLETE ALL INFORMATION BELOW.

Individual's Name Completing the Form _____

Title _____ Relationship to Company _____

Company Name (If Applicable) _____

Address _____

Company Contact Person (If Different from Person Completing the Form) _____

I acknowledge that as an officer, executive or owner of my company, I have read and understand the Vendors, Suppliers, and Contractors Code of Ethics and Conflict of Interest policies. I certify that the facts and situations documented below identify all potential conflicts of interest with regard to my company's relationship with MetroPCS according to the standards and guidelines of this policy. Any conflicts of interest or even potential conflicts of interest have been disclosed in the space below.

I also acknowledge that I understand I have a continuing obligation to file an updated Conflict of Interest Acknowledgement Form if changes arise in the future that may create a potential or actual conflict of interest for me.

Please place an "X" in the appropriate box. If you check acknowledgement "B," you must describe the potential conflict in the space provided below. You may attach additional sheets if necessary.

According to the standards and guidelines of this policy, and to the best of my knowledge:

A. No conflict of interest exists.

B. A conflict of interest may exist and I have described it in detail below:

Name (printed)

Signature

Date