



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 the Potential Dealer Profile, and attach copies of the following:

- articles of incorporation or organization
- Most recent financial statement signed by a certified accountant
- Three months of Bank Statements
- business license
- proof of insurance
- lease agreement or deed to property
- Please Sign the included **Mutual Non-Disclosure Agreement**

Mail all **completed** documentation to the address below, attention:

MetroPCS Boston
Indirect Sales
285 Billerica Road
3rd Floor
Chelmsford MA 01824

Or send via email to: bosdealers@metropcs.com

We thoroughly evaluate each application, with careful consideration being given to your store's proximity to existing/proposed 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.

MetroPCS, Boston



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: _____ () _____

Email address: _____ Website: _____

Alternate Contact: _____ Title: _____

Store/business owner: _____ % of ownership: _____

Owners/Partners: _____ % of ownership: _____

Leased or building owned in name of: _____

Business License in name of: _____

Insurance in name of: _____ Coverage's and Limits: _____

What is your primary type of business? _____

How many employees? _____ Other languages spoken: _____

Days & Hours of Operation: _____ Answering Machine __ Yes __ No

Other carriers sold:

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 Exterior 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

Bank Reference

Name of Bank: _____ Account #: _____

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

Return this completed application with copies of the following:

- Articles of incorporation or organization
- Recent financial statement or balance sheet
- Current Certificate of Insurance coverage
- Current Business License
- Lease agreement or Deed to Property



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: _____