metroPCS

Minimum Requirements for Establishing New Indirect Dealers

FOR INFORMATION PURPOSES ONLY!!!

To set up a new Indirect Dealer submit all the items in Table 1. The account will be set up under the **Market's default terms.** For additional terms and/or credit line amount, see Table 2, 3 & 4.

Table 1

Application Checklist	Must be fully completed and returned as part of the credit application package. Form MUST be signed by Account Manager and VP of Sales.
Customer Credit Application	Page 1and 2 of The Customer Credit Application. (*) Indicates required fields that must be completed. Don't forget to select terms and a credit line amount.
POS (Payment on shipment) authorization form plus voided check	This form is mandatory and must be returned as part of the application package; unless the dealer is applying and approved for NET30 terms.
Terms and Conditions of sale	Document must be completed, signed and dated by the dealer
Uniform Sales & Use Tax Certificate-Multijurisdiction	Dealer must complete, sign and date this form. Florida Dealers must submit the Florida Annual Resale Certificate (FORM DR-13)
W-9 Form	Must be legible and display the dealer's Legal Name of Business as written on the Customer Credit Application.
Vendor Code of Ethics and Conflict of Interest	Dealer must sign and return Acknowledgement & Disclosure Form (Page 8 only) as part of the credit application package.
Multiple Shipping Address Request form (if applicable)	This form is intended ONLY for those dealers with multiple shipping addresses.

Dealers requesting POS terms with a credit line amount greater than the market default amount and up to $50K or NET30 **up to $50K** must submit all applicable items in Table 1 & 2.

Table 2

Bank statements	Dealer must provide three consecutive months of its most recent bank statements (first page only) listing: deposits, withdrawals and carry-over balances

Dealers requesting POS or NET30 terms with a credit line between **$50K and $100K** must submit all applicable items in Table 1, 2 & 3.

Table 3

Financials: Balance Sheet & Income Statement - Audited, Reviewed, Compiled, or Internal	These are the **preferred** documents over any other financial report. Provide most recent Balance sheet plus Income Statement (last fiscal year and recent YTD). If financials are not available, please submit most recent tax returns.
Unconditional Guarantee (notarized)	This document must be signed, dated by dealer and notarized.

Dealers requesting POS or NET30 terms with a credit line **greater than $100K** must submit all applicable items in Table 1, 2, 3 & 4.

Table 4

Audited Financials: Balance Sheet & Income Statement	Audited financials (including audit notes) are **mandatory** for credit lines requests greater than $100K. Failure to provide audited financials will impact the outcome of the evaluation including denial of the credit request.

2250 Lakeside Blvd.
Richardson, Texas 75082

For MetroPCS Use Only
Solomon
Vendor # ____________

For MetroPCS Use Only
Use "Business Mailing Address Only"
Entered By ________________
Date Entered ________________

Dealer's Legal Business Name: _____
Brightpoint Market Code: B_____
Account Manager / ASR Name: _____

Application Checklist (This page must be signed by Account Manager and Market's VP)

MUST RETURN THIS CHECK LIST WITH THE APPLICATION PACKAGE

Documents required to set-up a new account under Default terms $8,000 POS (payment on shipment)
☐ Completed Customer Credit Application (fields marked with an asterisk * are required fields)
☐ POS (payment on shipment) authorization form/voided check – this form is mandatory for all accounts set up under POS terms regardless of the credit line amount
☐ Terms and Conditions of Sale completed and signed
☐ Uniform Sales & Use Tax Cert. (MULTIJURISDICTION) completed and signed. State of Florida must use/submit the DR-13
☐ W-9 Form (Request for Taxpayer Identification Number and Certification) completed and signed
☐ Write Price Class Code: _____ (select from: METU(1-249), METW (250-999) or METV (999+))
☐ metroPCS Code of Ethics and Conflict of Interest Acknowledgement & Disclosure Form (page 8 must be signed and returned)
☐ Multiple Shipping Address Request Form (If Applicable)
Dealers requesting POS (payment on shipment) or NET30 terms with a credit line of up to $50K must submit all the documents listed above PLUS:
☐ Completed Bank References and Trade References (page 2 of the credit application). This page must be signed and dated.
☐ Bank statements (Three consecutive months of current statements. Summary pages only which would include deposits, withdrawals, & carry-over balances)
Dealers requesting POS (payment on shipment) or NET30 terms with a credit line between $50K and $100K must submit all the documents listed above PLUS:
☐ Financials: Balance Sheet & Income Statement (Audited, Reviewed, Compiled, or Internal). If financials are not available, submit most recent tax returns
☐ Unconditional Guaranty- must be notarized
Dealers requesting POS (payment on shipment) or NET30 terms with a credit line greater than $100K must submit all the documents listed above PLUS:
☐ **Audited Financials**: Balance Sheet & Income Statement and include audit notes. This is mandatory when applying for credit lines greater than $100K regardless of the terms. Failure to provide this financial information will impact the outcome of the credit evaluation.

Approvals

To the best of my knowledge, and according to the policy on Conflict of Interest as contained in MetroPCS' Code of Ethics, no conflict of interest exists between this applicant and MetroPCS, its employees, officers or directors. I also certify to the best of my knowledge that the data above is complete, accurate and the signed W-9 and Vendor Code of Ethics and Conflict of Interest Acknowledgement & Disclosure forms are attached.

Account Manager:	____________________	____________________	__________
	Print Name / Title	Signature	Date
VP Approval:	____________________	____________________	__________
	Print Name / Title	Signature	Date

Please submit all required documentation including this page via email scan
To: metrocredit@brightpoint.com and cc: indirectcredit@metropcs.com

Sales Representative Name: _____ Brightpoint Market Code: _____ Brightpoint # _____

CUSTOMER CREDIT APPLICATION

(* INDICATES REQUIRED FIELDS FOR APPLICATION TO BE PROCESSED)

metroPCS

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 ☐ Owns ☐ Rents ☐ Store Front ☐ Warehouse ☐ Other (Specify)	Business Type* ☐ Corporation ☐ Limited Liability Company ☐ Privately Held ☐ Publicly Held ☐ Sole Proprietorship ☐ Partnership ☐ 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 $: Desired Price Class:
Authorized Purchasing Agent(s):	
Listed in D&B ☐ Yes ☐ No If so, Duns #	Tax Resale Number – State*
Other Credit Bureau? ☐ Yes ☐ 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: ☐ Yes ☐ No	Personal Guaranty: ☐ Yes ☐ No
Bank	Account No
Address	Phone No.
City, State, Zip Code	Fax No.
Bank Credit Line:	Bank Officer or Contact:
Secured: ☐ Yes ☐ No	Personal Guaranty: ☐ Yes ☐ 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:_____

TERMS AND CONDITIONS OF SALE

Credit Line: Upon approval of this application, MetroPCS™, INC.("MetroPCS" of "Supplier") in its sole discretion will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicants' credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

Payment: Payment of the purchase price for goods and/or services acquired from MetroPCS shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to MetroPCS in full immediately upon default in the payment of any invoice.

Purchase Orders: A purchase order is required for all first time sales and thereafter for any order $5,000 or greater.

Interest: Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.

Accurate Information: Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith is true and correct and that this information is being furnished to MetroPCS for the purpose of inducing MetroPCS to extend credit to Applicant, and understands that MetroPCS intends to rely upon such information as correct.

MetroPCS Expenses: Applicant shall pay to MetroPCS all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by MetroPCS in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder.

Supplier's Terms Control: These Supplier Terms and Conditions of Sale ("Terms") shall control and prevail over any contrary terms in Purchaser's purchase order. These Terms are for delivery to Purchaser's carrier, F.O.B. either Supplier's Miami, Florida, or Indianapolis, Indiana, warehouse or other point or points of delivery designated by Purchaser.

Credit Approval: (a) All orders are subject to approval of credit by Supplier.
(b) MetroPCS may, from time to time and in its sole discretion, disclose credit information relative to the Applicant to third parties for informational purposes only.

Additional Transportation Charges: Supplier shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing.

Force Majeure: Supplier shall arrange reasonably prompt shipment of Products, F.O.B. the point or points of delivery designated by Supplier, pursuant to terms hereof, provided, however, that Supplier shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Supplier's warehouse, boycott, embargo or any act or regulation of government or governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond Supplier's control resulting in impossibility of performance of Supplier's duties and obligations hereunder.

Risk of Loss: Risk of loss, damage to and title to Products shall pass upon delivery thereof to Purchaser's carrier, F.O.B. Supplier's Indiana or Florida warehouse or other point or points of delivery by Supplier as provided in these Terms. Upon receipt of shipment, it shall be the responsibility of Purchaser or the consignee receiving shipment to check material and secure written acknowledgement from delivering carrier for any shortages, loss or damage. Notification of such shortages, loss or damage must also be made in writing to Supplier.

Prices: Purchaser shall purchase Products in accordance with Prices, as determined by Supplier that are prevailing at the time of shipment.

MANUFACTURERS WARRANTY: Supplier shall pass through to Purchaser such warranties as are provided to Supplier for such Product for each Product purchased by Purchaser pursuant to this Agreement.

DISCLAIMER OF WARRANTIES: METROPCS MAKES NO WARRANTY REGARDING THE EQUIPMENT. THE MANUFACTURER'S WARRANTY IF ANY, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANYIMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR APARTICULAR PURPOSE.

LIMITATION OF LIABILITY: PURCHASER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND/OR PRODUCTS SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURE OF SUCH PRODUCTS TO PURCHASER AND/OR PURCHASER'S CUSTOMERS WITHIN THE TIME PERIOD SPECIFIED THEREIN. NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO PURCHASER OR PURCHASER'S CUSTOMERS.

Governing Law and Forum: These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Texas, United Sates of America (exclusive of conflicts of law principles); any and all disputes hereunder shall be decided exclusively by litigation in state or federal courts located within the State of Texas, United States of America.

No Returns; No Refunds: Products are returnable only as provided in the applicable manufactures warranty for such Products, and Products otherwise shall be non-returnable and the Prices therefore shall be nonrefundable.

GENERAL: (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of MetroPCS to insist, in any one instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
(b) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result.
(c) This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.

APPLICANT

_____
(Legal Name of Business) *must match resale certificate*

BY AUTHORIZED AGENT/OFFICER

______________________________ __________
(Signature) (Date)

_____
(Title)

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: **metroPCS Inc.**

Address: **2250 Lakeside Blvd. Richardson Texas 75082**

I certify that:
Name of Firm (Buyer): ________________________________
Address: ____
____
____
____
____

is engaged as a registered
- ☐ Wholesaler
- ☐ Retailer
- ☐ Manufacturer
- ☐ Seller (California)
- ☐ Lessor (see notes on pages 2-4)
- ☐ Other (Specify)_____________

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service[1] to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: **Sell of Wireless Communications services, equipment and accessories.**

General description of tangible property or taxable services to be purchased from the seller: **Handsets and Accessories.**

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL[2]		MO[13]	
AR		NE[14]	
AZ[22]		NV	
CA[3]		NJ	
CO[1]		NM[1,15]	
CT[4]		NC[25]	
DC[5]		ND	
FL[23]		OH[26]	
GA[6]		OK[16]	
HI[1,7]		PA[27]	
ID		RI[17]	
IL[1,8]		SC	
IA		SD[18]	
KS		TN	
KY[24]		TX[19]	
ME[9]		UT	
MD[10]		VT	
MI[11]		WA[20]	
MN[12]		WI[21]	

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: ____
(Owner, Partner or Corporate Officer)

Title: ____

Date: ____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFCATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sole wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax sue in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.

2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.

3. California:
   - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
   - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
   - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
   - D. A valid resale certificate is effective until the issuer revokes the certificate.

4. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.

5. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.

6. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

7. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

8. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent ease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchase fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

9. Maine does not have an exemption on sales of property for subsequent lease or rental.

10. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.

11. Michigan: Effective for a period of three years unless a lesser period is mutually agreed t and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.

12. Minnesota:
    A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
    B. Allows an exemption for items used only once during production and not used again.

13. Missouri:
    A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.

    B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

14. Nebraska: A blanket certificate is valid 3 years from the date of issuance.

15. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:

    a) this certificate was not issued by the State of New Mexico;
    b) the buyer is not required to be registered in New Mexico; and
    c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.

16. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other tow requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is:

    A) Sales tax permit information may consist of:
       (i) A copy of the purchaser's sales tax permit; or
       (ii) In lieu of a copy of the permit, obtain the following:
          (I) Sales tax permit number; and
          (II) The name and address of the purchaser;
    B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
    C) A statement that the articles purchased are purchased for resale;
    D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
    E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

    Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

17. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.

18. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

    (1) The service is purchased for or on behalf of a current customer;
    (2) The purchaser of the service does not use the service in any manner; and
    (3) The service is delivered or resold to the customer without any alteration or change.

19. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

20. Washington:
    A. Blanket resale certificates must be renewed at intervals not to exceed four years;
    B. This certificate may be used to document exempt sales of “chemicals to be used in processing an article to be produced for sale.”
    C. Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

21. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

22. Arizona: This certificate is not valid as an exemption certificate. This certificate is for use when making sales of tangible personal property for resale in the ordinary course of business, pursuant to A.R.S. §42-1328, Burden of proving sales not at retail.

23. Florida: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser’s Florida sales and use tax registration number. A purchaser cannot extend this certificate to sellers for transactions occurring prior to the date of the purchaser’s registration in Florida. The effective date of the purchaser’s registration in Florida must be noted on the face of the certificate.

24. Kentucky:
    1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
    2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
    3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

25. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

26. Ohio:
    A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

    B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.

27. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser’s Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ------------------ | ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

MEMO

To: New MetroPCS Vendors, Suppliers, and Contractors

From: MetroPCS Purchasing Department

RE: Code of Ethics and Conflict of Interest Policy for New Vendors, Suppliers, and Contractors of MetroPCS

Please find attached the MetroPCS Code of Ethics and Conflicts of Interest Policy for new Vendors, Suppliers, and Contractors. This policy applies to all vendors, suppliers, and contractors, who provide goods and services to MetroPCS.

Please read the attached policy thoroughly. Make sure you fully understand the policy, concepts, and expectations required of you and the company you represent. After ensuring you fully understand the policy, please sign and return the acknowledgment form located at the end of this document. If you have questions about this policy, multiple sources of help are listed on page 7 of the policy.

Because the relationship with our vendors, suppliers, and contractors is important, we ask for your assistance to help MetroPCS achieve one of its critical core values of "Commitment to Ethical Business Practices." **In order for your company to be set up as a MetroPCS vendor, <u>an officer, executive or owner of your company should read, understand, complete and return the attached form to your field representative</u>, along with your vendor application.**

Thank you in advance for your assistance in helping MetroPCS to maintain high ethical standards.

MetroPCS Purchasing Department
Email: purchasing@metropcs.com
Fax: 214-545-5425

metroPCS

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.

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.

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 though 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.

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.

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.

VI. GETTING HELP

If you are faced with making a challenging decision regarding a particular situation, you are not alone. There are many resources available to help resolve ethical questions or concerns. There is absolutely no reason for anyone to make a decision for which he or she is not confident in regards to ethics or integrity.

If you have any questions about the Code or Conflict of Interest acknowledgement form in regards to new vendor set up, you should contact your field representative or the MetroPCS Purchasing Department via email: purchasing@metropcs.com or by fax: 214-545-5425.

To facilitate compliance with the Code, MetroPCS has established the Security, Fraud, and Compliance Department. The Compliance Manager is a person to whom you can address any questions or concerns. The Compliance Manager can be reached in any of the following ways:

Email:	compliance@metropcs.com
Phone:	(214) 378-2905
Mail:	Security, Ethics, and Compliance Manager P.O. Box 601569 Dallas, Texas 75360-1569

Additionally, MetroPCS has established a confidential Ethics Hotline for your use to report any ethical concerns you may have about your treatment as a vendor, supplier, or contractor for MetroPCS. The telephone number is 1-888–873–8442. This number is answered by a confidential and professional outside service and is not controlled by MetroPCS employees.

The Ethics Hotline should be used to report any concerns you may have about the ethics or practices of MetroPCS employees. You can call this number any time day or night and your call will be completely confidential, or you may leave your name and phone number. The Ethics Hotline will quickly report your concerns to the MetroPCS Corporate Security group, who will investigate the issue. All issues reported will be addressed. Information reported to the Ethics Hotline should be as specific as possible so we may fully address your concerns in a timely manner.

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)

______________________________ Date _________
Signature

metroPCS

Market: B_____ **Page _____of _____**

Indirect Dealer's Legal Name: _____

MULTIPLE SHIPPING ADDRESS REQUEST FORM

(Note: Do not write shipping address already written on the credit application. Please include this form in the credit application package)

Address Line 1					
Address Line 2					
City		**ST**		**Zip**	
Can this location accept shipments on pallets?		**Yes**	☐	**No**	☐

Address Line 1					
Address Line 2					
City		**ST**		**Zip**	
Can this location accept shipments on pallets?		**Yes**	☐	**No**	☐

Address Line 1					
Address Line 2					
City		**ST**		**Zip**	
Can this location accept shipments on pallets?		**Yes**	☐	**No**	☐

Address Line 1					
Address Line 2					
City		**ST**		**Zip**	
Can this location accept shipments on pallets?		**Yes**	☐	**No**	☐

Address Line 1					
Address Line 2					
City		**ST**		**Zip**	
Can this location accept shipments on pallets?		**Yes**	☐	**No**	☐

Form was completed by (initial one)

☐ Indirect Dealer: ________
Date: _____

☐ MetroPCS Representative: _______
Date: _____