

EXHIBIT E

Sub-Dealer Checklist

The following process must be followed and the following information must be received by Company before a Dealer can enter into any contractual arrangement with a Sub-Dealer for the sale of Company's Prepay Wireless Service and/or Equipment.

1. All new Sub-Dealer Candidates must be pre-approved by the Regional Account Manager of Company or a designated representative authorized by the Regional Account Director. Sub-Dealer Candidates who have previously worked for T-Mobile or represented T-Mobile Wireless Service and/or Products as an employee, independent contractor or in any other capacity must be pre-approved by a Vice President of Retail Partner Sales.
2. A signed and completed original of the "Sub-Dealer Information" sheet attached as part of this Exhibit E must be received by Company.
3. A signed original of the "Limited Authorization to Promote and Sell Prepay Products Sub-Dealer Agreement" ("Limited Authorization Sub-Dealer Agreement") attached as part of this Exhibit E must be received by Company.
4. The Sub-Dealer Approval/Rejection Letter attached as part of this Exhibit E must be received by Dealer.

Reminders to Dealers

- * Sub-Dealers are not allowed to order Equipment directly from Company; Sub-Dealers must order Equipment directly from Dealer.
- * Company must pre-approve in writing all Sub-Dealer advertising, including Sub-Dealer use of Company's name or Marks.
- * Sub-Dealers must be approved by Company in advance, and are subject to termination by Company, in its sole discretion.
- * Sub-Dealers who execute the Limited Authorization Sub-Dealer Agreement may only promote and sell Company's Prepay Service and Products.

Sub-Dealer Candidate Information For Company Pre-Approval

Sub-Dealer Candidate's Name: _____

DOB: _____ Social Security No.: _____

Home Address: _____

Sub-Dealer Candidate Business Name: _____

Address: _____ Address: _____

Address: _____ Address: _____

Type of Business: _____
Years In Business: _____
Federal Tax I.D. No.: _____

Work Phone: _____
Home Phone: _____
PCS #: _____
Fax #: _____

Target Customers: _____

Other Wireless Carriers: _____

Have you ever been convicted of a crime? If yes, please explain. _____

Are you subject to a non-competition agreement, or *any* restrictions or limitations that would interfere with your ability to sell or represent any of Company's Wireless Service and/or Equipment? _____

Have you or any other principal owner or shareholder of the Sub-Dealer Candidate ever worked for T-Mobile or represented T-Mobile Wireless Service and/or Equipment as an employee, independent contractor or in any other capacity? If so, please explain. _____

Sub-Dealer Candidate hereby authorizes Dealer or Company to obtain a credit report and to verify other information provided in order to consider this application. Sub-Dealer Candidate also warrants and represents that the information above is true, and that he/she is not prevented from entering a Sub-Dealer Agreement with Dealer by any legal or other restrictions.

Sub-Dealer Candidate's Signature: _____ Date: _____

Sub-Dealer Candidate Approval Form

Date Received: _____

Dealer: _____

Sub-Dealer Candidate Name: _____

Market (within the Area): _____

This form is used to notify Dealer regarding the status of requests for Sub-Dealer Candidate approval. After submittal of a Sub-Dealer Candidate, T-Mobile will review the request and respond to Dealer within approximately seven (7) business days from the receipt date of the completed Sub-Dealer Candidate Application.

Status:

Sub-Dealer Candidate approved

Sub-Dealer Candidate still pending approval

Sub-Dealer Candidate approved with restrictions

Sub-Dealer Candidate denied

Authorization Type:

Limited Authorization to Promote and Sell ONLY T-Mobile Prepay Products

Reasons for Denial:

No Prior-Approval

Does not meet T-Mobile Brand Image

Presently a T-Mobile Dealer

Unacceptable retail presence or store front

Not in current T-Mobile coverage area

Presently another Dealer's sub-dealer

Other: _____

Additional Requirements: _____

Approved Sub-Dealer Locations: _____

For each approved location, Sub-Dealer has approval to sell Prepay Products as follows:

E-Coupons

Prepay Cards

Both Prepay Cards and E-Coupons

RAM / NAM Signature: _____

Date Responded: _____

LIMITED AUTHORIZATION TO PROMOTE AND SELL PREPAY PRODUCTS SUB-DEALER AGREEMENT

This Limited Authorization to Promote and Sell Prepay Products Sub-Dealer Agreement (“Agreement”), dated this ____ day of _____, 200__, is between T-Mobile USA, Inc., a Delaware corporation (“Company”), _____ [insert Sub-Dealer name], a _____ [insert state where incorporated / formed if applicable] with an address at _____ [insert Sub-Dealer address] (“Sub-Dealer”), and _____ [insert Wholesaler name] (“Dealer”).

I. RECITALS

1. Company provides or is authorized to provide Wireless Service directly to Subscribers in the Area defined herein.
2. Company and Dealer have entered into that certain Prepay Only Agent Agreement, dated _____ (the “Dealer Agreement”), pursuant to which Dealer agrees to promote, market, and sell Company’s Prepay Wireless Service and Equipment in the defined Area.
3. Sub-Dealer has agreed to become a sub-dealer of Dealer in order to use Company’s experience, Confidential Information, Marks, and goodwill for the limited purpose of promoting, marketing, and selling Company’s Wireless Service and Prepay Product, including Prepay Equipment, in the Area to Subscribers under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

II. AGREEMENT

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement shall have the same meanings specified in the Dealer Agreement.
2. **RELATIONSHIP OF THE PARTIES.**

2.1 Dealer Agreement; Sub-Dealer Support and Compensation. Sub-Dealer agrees to adhere to the terms and conditions of Company’s Dealer Agreement. Sub-Dealer acknowledges that Sub-Dealer’s breach of any provision of the Dealer Agreement shall be considered a breach by Dealer, entitling Company to pursue all rights and remedies it may have under the Dealer Agreement or under the law. The terms and conditions set forth in this Agreement supplement the terms and conditions set forth in the Dealer Agreement. Sub-Dealer acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, franchise or third party beneficiary rights with Company. Sub-Dealer shall not have the authority to bind Company in any manner. Sub-Dealer acknowledges and agrees that it is not a party to or a third-party beneficiary of the Dealer Agreement and shall have no rights, contractual or otherwise to enforce the terms of the Dealer Agreement. Sub-Dealer acknowledges that Dealer shall be responsible for providing adequate management support and resources to Sub-Dealer and that Company has no such responsibility. Sub-Dealer acknowledges that Dealer shall be solely responsible for payment of any compensation owed to Sub-Dealer or its personnel, and for reporting any and all information used by Company for purposes of compensating Dealer.

2.2 Restrictions. Sub-Dealer shall have limited permission to only sell Prepay Products (including Prepay Equipment), purchased by Dealer from Company, to Subscribers for end use and shall not sell or otherwise provide such Prepay Products (or Prepay Equipment) to other distributors, re-sellers, or other non-Subscribers. Sub-Dealer shall not employ or enter any agreement to use sub-dealers. Sub-Dealer shall not sell any restricted promotions or plans as defined in the Dealer Agreement. Company shall have the right, in its sole discretion, to approve or disapprove of Sub-Dealer’s individual locations.

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

3.1 **Compliance With Policies.** Sub-Dealer shall strictly comply with all policies governing the sale of Company's Wireless Service, and use of Company's Marks.

3.2 **Prohibited Sales Activities.** As set forth in the Dealer Agreement, all sales of Equipment and Wireless Service must be made out of an easily accessible retail store front location or locations as appropriate. Accordingly, neither Sub-Dealers, nor any sales representative acting on Sub-Dealer's behalf shall promote or sell the Equipment or the Wireless Service through telephone sales or telemarketing activities, direct mail activities, broadcast faxing activities, catalog sales activities, internet sales activities, text messaging to consumers, or any other similar direct sales method. Sub-Dealer acknowledges and agrees to comply with Company's Policy on Direct Sales Solicitation (the "Solicitation Policy"), which is incorporated herein by this reference, as provided to Dealer and as may be amended from time to time.

4. **CONFIDENTIAL INFORMATION, SUBSCRIBER INFORMATION, PRIVACY.**

"Confidential Information" includes all information not generally known to the public that relates to the business, technology, Subscribers, potential Subscribers, finances, budgets, projections, proposals, operation, plans and practices of Company, including without limitation the terms of this Agreement, the identities of and all information regarding Subscribers and potential Subscribers, and all information relating to Company's business plans and proposals, marketing plans and proposals, technical plans and proposals, and research and development. Sub-Dealer shall not disclose, nor have any ownership interest in, Confidential Information. Sub-Dealer acknowledges that Sub-Dealer will have no access to Subscriber Confidential Information as defined in the Dealer Agreement. In the event that Sub-Dealer receives access to Subscriber Confidential Information, Sub-Dealer shall comply with T-Mobile's applicable written privacy and security policies that have been or will be provided to Sub-Dealer, including but not limited to immediately notifying T-Mobile in writing. Compliance with T-Mobile policies shall not otherwise relieve Sub-Dealer of its duties to protect the T-Mobile Information or the other Confidential Information of T-Mobile.

5. **INTELLECTUAL PROPERTY RIGHTS.**

5.1 **Marks.** Sub-Dealer understands and acknowledges that the Marks, along with all Intellectual Property Rights associated therewith, are either: (a) the property of Company ("Company Marks"); or (b) the property of Company's parent corporation, Deutsche Telekom AG ("DT Marks"). Subject to the terms and conditions of this Agreement (including but not limited to this Section 5), Company grants Sub-Dealer a limited, personal, non-sublicenseable, non-exclusive, non-transferable, revocable license during the term of this Sub-Dealer Agreement to use and reproduce the Company Marks and the DT Marks, as Company and/or DT may authorize in writing from time to time, solely in connection with the performance of Sub-Dealer's obligations under this Sub-Dealer Agreement. Sub-Dealer shall comply with all Marks Rules in its use and reproduction of the Company Marks and the DT Marks. Sub-Dealer acknowledges and accepts that Company is itself a sublicensee of the DT Marks and that the grant of a sublicense in the DT Marks is subject to any and all terms and conditions imposed by DT, which Company is required to impose on its sublicensees, and which terms and conditions may be revised at any time without notice.

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

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

6. INDEMNITY; CONSEQUENTIAL DAMAGES.

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

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

7. **TERM & TERMINATION.**

7.1 Unless earlier terminated pursuant to Sections 7.2 below, or under other provisions of the Dealer Agreement, this Agreement shall terminate contemporaneously with the Dealer Agreement. Notwithstanding the above, in the event the Dealer Agreement is renewed by extension or under a new agreement, then this Agreement shall continue on a month to month basis until it is terminated pursuant to Section 7.2.

7.2 Sub-Dealer acknowledges Company shall have the right, in its sole discretion, to immediately terminate this Agreement and/or Sub-Dealer's limited authority to promote or sell the Wireless Service through Prepay Products, with or without cause upon notice to Dealer. Dealer shall have the right to terminate this Agreement, with or without cause by providing written notification to Company. In either event, the Agreement will be deemed terminated in its entirety without further action on the part of Company and Company shall have the right to immediately cancel any and all dealer codes that may have been issued to Sub-Dealer. Notices to Sub-Dealer terminating Sub-Dealer's limited authority to promote and/or sell the Wireless Service, to the extent required by law, shall be the sole responsibility of Dealer. In the event of a termination of this Agreement, Sub-Dealer's obligations under Sections 4, 6 and 8.5 above shall survive the termination.

8. **MISCELLANEOUS.**

8.1 **Entire Agreement.** This Agreement represents the entire, complete, final and exclusive Agreement and supersedes all offers, negotiations and other agreements between the parties hereto with respect to the matters addressed in this Agreement and, except as expressly provided herein, shall not be affected by reference to any other documents. Sub-Dealer represents and warrants that the execution and performance of this Agreement does not and will not violate any other contract or obligation to which Sub-Dealer is a party, including terms relating to covenants not to compete and confidentiality covenants. Sub-Dealer will not disclose or use, or induce others to use, any proprietary information or trade secrets of any other person, association or entity. Sub-Dealer is not relying on any representations or warranties from Company or Dealer. Except as set forth herein, any amendments to this Agreement must be in writing and signed by both parties.

8.2 **Remedies Cumulative.** The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a party would otherwise have.

8.3 **Non-Solicitation of Company's Employees or Dealers.** Sub-Dealer understands and acknowledges that Company's employees are, by and large, subject to noncompetition agreements, which prohibit them from working for or otherwise representing Sub-Dealer for a period of one year after the employee terminates his or her employment with Company for any reason. As such, during the term of the Sub-Dealer Agreement, Sub-Dealer and anyone acting on its behalf shall not interfere with such noncompetition agreements, or otherwise recruit or solicit employees, or other sub-dealers, dealers, agents, or independent contractors of Company's Wireless Service or Equipment.

8.4 **Non-Diversion.** Sub-Dealer acknowledges it has obtained significant goodwill from Company through the use of its Confidential Information and Marks. During the term of this Agreement and for a period of one (1) year after termination of this Agreement (whether voluntary or involuntary, with or without cause), Sub-Dealer shall not directly or indirectly (a) request any Subscriber in the Area whom Sub-Dealer knows to be a Subscriber of Company, to curtail or deactivate the Wireless Service, or cancel its relationship with Company, or (b) otherwise solicit, divert or attempt to divert any such Subscriber from patronizing Company, Company dealers, Company retail stores or the Wireless Service. During such period, any Subscribers of Company who contact Sub-Dealer or its Personnel regarding GSM Wireless Service shall be referred directly to Company.

8.5 **Assignment.** Sub-Dealer shall not assign its rights or delegate its obligations hereunder without the prior written consent of Dealer and Company. This prohibition shall extend to a

change in the control of Sub-Dealer, which is defined to be any change as a result of which any person or entity holds 50% or more of the ownership interest or assets of Sub-Dealer.

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

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

EXECUTED as of the day and year first above written.

SUB-DEALER NAME: _____
 OWNER/OFFICER (printed): _____
 SIGNATURE: _____
 TITLE: _____

DEALER NAME: _____
 OWNER/OFFICER (printed): _____
 SIGNATURE: _____
 TITLE: _____

Sub-Dealer Approval Granted:

T-MOBILE USA, INC.

By: _____

Its: _____

Date: _____