

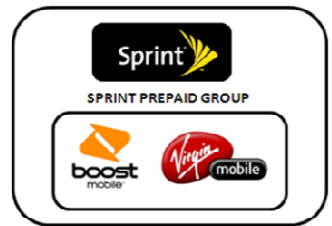
Getting **BSR** Retailer

with SRN Communication

Requirements

Please be prepare following documents to submit to authorization
Black lettered docs are attached with this package
Blue lettered docs are not provided by this package

- **Articles of Incorporation**
- **EIN (Letter from IRS)**
- BSR Retailer Agreement (Form attached)
- Static IP Information (Form attached)
- New PCS Account Application (Form attached)
- PCS-BSR Intro (Form attached)
- E-pay Merchant Application (Form attached)
- W-9 Form (Form attached)
- BSR Furniture Order Form (Form attached)



**Authorized
National Master Dealer**

**PCS Wireless
Your #1 Mobile Phone Source
Florham Park, NJ 07932**

Dear Prospective BSR Partner,

The purpose of this letter and package is to outline the BSR Program in somewhat simple detail for your final review.

As today's market is rapidly changing, new growth is due predominately to Unlimited Prepaid Providers, such as Boost Mobile, making this proposal both attractive and timely.

Boost Mobile is now looking to differentiate themselves again with the next level of Exclusive Wireless Dealer which is now formally referred to as **BSR (Boost Select Retailer)**.

As part of the Sprint Family of Products, Boost has exciting and dynamic things in store for 2010, which make the BSR Initiative an even more attractive value proposition for the dealer.

Please see the enclosed documents for your review and comments:

1. BSR Program Details (**Requirements, Benefits and Application Process**)
2. BSR Submission Cover Sheet (**Checklist to ENSURE all Required Info and Documents are complete for submission to PCS**)
3. Micro Telecom Point of Sale Management Software Program (**The PCS Triple Play Dealer Technology Partnership**)
4. Furniture/Fixtures and Location Build Out Images (**Modified based on individual Stores needs/requirements**)
5. BSR Preliminary Contract (**Company Information and Signatures required on Pages 1 and 12 ONLY**)

With more than 17 years in the Mobile Phone Business, PCS Wireless looks forward to working more closely with your Company and its Staff.

PCS Wireless is a Customer Service Driven Organization, so please let us know what we can do as a Team to improve your Customer Experience.

We look forward to working with you on this exciting initiative.

Respectfully submitted,

Jason Cohen
National Project Manager, BSR Program

PCS Wireless - Corporate
11 Vreeland Road
Florham Park, NJ USA 07932
+1 973.805.7400 Tel
www.pcsw.com



**Authorized
National Master Dealer**

BSR Requirements

1. Dealer agrees to sell **ONLY >**
 - a. Boost, Sprint, Nextel Family Products
 - b. Accessories
 - c. GSM Mobile Phones (Without Service / SIM FREE / Unlocked)
2. All Boost Mobile Handsets, Starter Kits, and RTR will be routed through PCS Wireless
3. High Speed Internet Access with Static IP
4. Active Boost Mobile Sales Portal to be used for ALL Activations
5. MINIMUM of 75 Activations per Month, per Location
6. Dedicated Boost Mobile Exterior Store Signage
7. Minimum 50% of Store Interior dedicated to Boost Mobile Sales and Branding

Dealer Benefits

1. Priority Product Allocation on Boost Mobile Handsets
2. FREE Ground Shipping (Orders of 20+ Units)
3. NET Payment Terms (Pending PCS Finance Dept. Approval)
4. Exterior Signage/Channel Lettering Program
5. Micro Telecom Point of Sale Software
6. Interior Furniture/Fixtures Allowance
7. 10% Commission on ALL RTR (\$50.00 and up)
8. Residual Income Program

**LONG TERM PARTNERSHIPS.
ADDITIONAL REVENUE STREAMS.
INCREASED PROFITABILITY.**

Customer Tenure	Residual Payout PER LINE
0-6 months	\$1.00
7-12 months	\$1.25
13+	\$1.50

RESIDUAL PAYMENT PROJECTIONS

Monthly Activations	YEAR 1	YEAR 2	YEAR 3	3 YEAR Total
75	\$ 6,525.00	\$ 10,440.00	\$ 16,704.00	\$ 33,669.00
150	\$ 13,590.00	\$ 21,744.00	\$ 34,790.40	\$ 70,124.40
300	\$ 27,180.00	\$ 43,488.00	\$ 69,580.80	\$ 140,248.80

Application Process for BSR Eligibility

1. Confirm Dealer Eligibility
 - a. Overall Store Appearance and Location (Best in Class Criteria/Distance Requirement)
 - b. Compliance with Minimum Monthly Activation Requirements (Sales Portal Active with Static IP)
2. Complete Proper Documentation and send to newapps@pcsw.com or fax to +1 (973) 301-0975
 - a. PCS New Customer Application (Signed and accompanied by State Certificate of Resale)
 - b. BSR Preliminary Agreement (Company Information and Signatures required on Pages 1 and 12 ONLY)
3. Confirm Appointment with Boost Mobile Territory Manager/PCS Account Manager
 - a. Store Visit BY Boost Mobile TR
 - b. Location Approval via email to PCS
 - c. Final BSR Contract with Signatures to bsr@pcsw.com or fax to +1 (973) 301-0975

Fax to: +1 (973) 301-0975

OR

email to: bsr@pcsww.com



Authorized
National Master Dealer

BSR SUBMISSION COVER SHEET

DATE: ____/____/____



ACCOUNT MGR: _____

ACCOUNT NAME: _____

CONTACT NAME: _____ email: _____

OFC#: _____ MOBILE# () _____ - _____

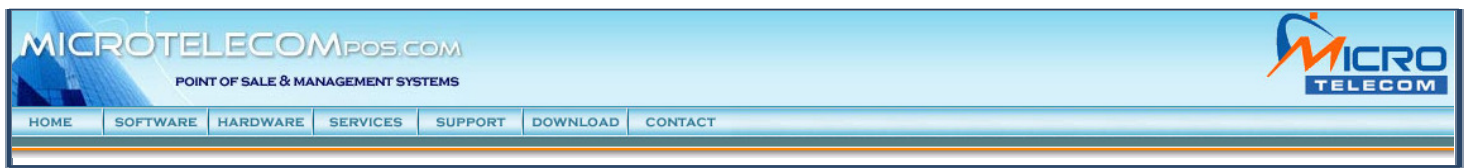


SALES PORTAL ID: _____ STATIC IP ADDRESS: _____._____._____._____

CHECKLIST

1. COVER SHEET COMPLETED ABOVE (REQUIRED) ☐
2. PAGES **1** AND **12** COMPLETED OF THE BSR APPLICATION (REQUIRED) ☐
3. PCS NEW CLIENT APPLICATION (IF NOT CURRENTLY A PCS CUSTOMER) ☐
4. TWO (2) .JPG PHOTOS OF STORE (IF NOT CURRENTLY BOOST APPROVED <BAR>) ☐





PCS Wireless - Corporate
11 Vreeland Road
Florham Park, NJ USA 07932
+1 973.805.7400 Tel
www.pcsww.com



REAL TIME, SIMPLE REPORTING FOR DEALERS

In Partnership with the Premier Provider of Wireless Dealer POS Software, PCS Wireless offers our BSR's the ability to have an integrated Point of Sale Solution for all of their Wireless Retail Product Sales.

Since 1996, Micro Telecom has led the industry with Point of Sale (POS) Software for Wireless Dealers and today offers the most Complete and Integrated Solution currently available in the Marketplace.

- Point of Sale Management**
 - Sales/RMA 
 - End of Day / Closing Procedure
 - AP/AR/Expenses
- Payspot**
 - Integrated and Secure 
 - Simplified Reconciliation 
- Integrated Credit Card Merchant Services**
 - Fraud Control
 - Integrated Reconciliation
- Auto Receipt of Goods via EDI**
 - SKU and IMEI's
- Direct BSR Link** 
 - Account Balance
 - Order History
 - BSR Commission Statement
 - Spiff and Price Protection Reporting
- Reorder / Stock Replenishment via MT**
 - Order Entry by BSR
 - Received and Processed by PCS
 - Complete Visibility by BSR/PCS
- BSR/PCS/MT Integrated Reporting**
 - Sales and Activation
 - Price Protection / Spiff



GET ORGANIZED AND RUN A MORE EFFICIENT LOCATION TODAY !

MANAGE AND SAFEGUARD YOUR DATA.

PCS Wireless - Corporate
11 Vreeland Road
Florham Park, NJ USA 07932
+1 973.805.7400 Tel
www.pcswww.com

**New Account Application Form**

Please complete, sign, and return this form along with copy of Resale Certificate.

Sales Representative: Pedro M- NJ

Billing Address: All Fields Must Be Completed

Company Name:

Address:

City, State, Zip:

Telephone & Fax:

Attention:

Email:

Shipping Address: All Fields Must Be Completed

Company Name:

Address:

City, State, Zip:

Telephone & Fax:

Attention:

Email:

General Information – All Fields Must Be Completed

Principal/Owner:

Social Security # (optional):

Email:

Telephone:

Company Composition: ☐ Individual ☐ Partnership ☐ LLC ☐ Corporation ☐ Sub-Chapter S-Corp

Corporation State of:

Trade References – All Fields Must Be Completed

Company 1:

Phone #:

Address:

Company 2:

Phone #:

Address:

Ordering Information – All Fields Must Be CompletedAre Written Purchase Orders Required?
☐ Yes ☐ NoIs Merchandise for Resale? ☐ Yes ☐ No

Resale Certificate / Ta ID no.:

Purchasing Agent:

Email:

Telephone & Fax:

Accounts Payable Contact:

Email:

Telephone & Fax:

Bank Information – ITEMS WITH AN * ARE TO BE COMPLETED BY BANK MANAGER

Bank Name:

Bank Officer:

Telephone & Fax:

Bank Address:

City:

State:

Zip:

Account Type & Account No.

Date Opened *

Average Daily Balance: *

Credit
Rating:
*

NFS Checks: Yes ___ * No ___ *

If yes, how many?

Date of Last NFS?

Verified By: *

Title: *

Date: *

Signature of Bank Officer: *

Acceptance and Approval- All Fields Must Be Completed And Form Must Be Signed

Signing this agreement indicates your acceptance of the terms and conditions stated. In addition, you authorize PCS Wireless, LLC. to make any and all inquiries necessary to process this New Customer Application.

Name of Authorized Rep.:

Title:

Date:

Signature: *

Terms and Conditions

All accounts are COD until a credit application has been completed, reviewed, and approved. If any debt is incurred pursuant to this request for credit is not paid in full when due, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. Any balance so remaining unpaid shall bear interest at the lesser rate of 3% per month or the maximum rate permitted by applicable law, until paid in full.

PLEASE FAX THIS FORM BACK SIGNED ALONG WITH A COPY OF RESALE CERTIFICATE TO 973-301-0975**PCS Wireless, LLC. | 11 Vreeland Road | Florham Park, NJ 07932 | Tel (973) 805-7400 Fax (973) 301-0975**

**BOOST MOBILE RETAILER ACKNOWLEDGMENT
TO PARTICIPATE IN BOOST MOBILE SELECT RETAILER (BSR) PROGRAM**

Effective Date: August 1, 2009

Boost Select Retailer ("Location"):

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Lease Expiration Date: _____

Exclusive Master Agent:

SFID #: _____

Boost Mobile ("Boost" or "Boost Mobile"), on behalf of it and its affiliates, has authorized _____ **[insert name of Boost Select Retailer]** ("BSR"), to participate in the Boost Mobile Select Retailer Program ("Program") with _____ **[insert name of Boost Master Agent]** as the distributor ("Master Agent") of record for the BSR location. The BSR represents and warrants that nothing contained in this Agreement will conflict with or result in the breach of any other agreement or contract to which BSR is a party. Boost does not authorize the sale of Products to any BSR who is subject to such contractual or other obligations, restrictions or limitations.

This Acknowledgement sets forth requirements for BSR to participate in the Program, BSR agrees as following requirements:

1. Relationship:

- (i) **Exclusivity.** BSR agrees to only sell, promote or otherwise endorse wireless products and service plans offered by Boost, Sprint Nextel or an approved affiliate of Sprint Nextel. Wireless products and service plans means any product and/or service offering that provides a wireless calling solution regardless of technology, duration of time (daily, monthly, annual, etc.) and payment method (prepaid or postpaid).
- (ii) **Master Agent Exclusivity.** BSR agrees to only source Boost Mobile products from Master Agent, and no other distributors or master agents. Products are inclusive of handsets, and Boost replenishment solutions such as real time replenishment (RTR) and other Re-Boost products. Changes to the chosen master agent will result in termination of BSR's participation in the Boost Mobile Select Retailer Program (the "Program"), unless approved by Boost in writing.
- (iii) **No Exclusivity by Boost Relationship.** Boost may offer third parties exclusive rights with respect to certain territories or certain customer categories. Boost may also solicit and subscribe Customers using its own sales force or other authorized representatives. Boost will determine the number and type of authorized representatives.
- (iv) **No Franchise Relationship.** BSR understands, acknowledges and expressly agrees that nothing contained in this consent or arising out of or relating to the relationship between it and Boost is intended or should be construed to create any relationship of franchisee and franchiser between them. Neither Boost nor BSR shall make any express or implied agreements, guarantees or representations, or incur any indebtedness or obligations, in the name of or on behalf of the other. BSR further agrees that it will not execute Franchise Agreements (as a franchiser), or any other form of agreement that may be construed to create a franchise relationship.

2. Term of the Consent/Performance Requirements

- (i) Boost or BSR may terminate BSR's participation in the Program upon 30 days written notice to the other party for any reason or no reason.
 - (ii) Performance Requirements. Each BSR location is required to activate at least 75 New Customers each month via the Boost Sales Portal.
 - (iii) BSR agrees not to change master agents unless approved by Boost in writing.
 - (iv) BSR may select or the Boost will assign a new exclusive master agent if Master Agent ceases to operate as an Authorized Boost Mobile Master Agent.
3. ***No Sub-dealers/Limitations on Subcontractors/BSR Responsibility for Actions.***
- (i) Sub-dealers. BSR may not use third parties to perform sales or sales support activity (including order fulfillment service providers) under this Acknowledgement. Only the approved BSR location indentified on the consent form is authorized to operate as a BSR location and process activations via the unique Sales Portal login provided by Boost.
 - (ii) 1099 Employees. For purposes of clarification, a sub-dealer or subcontractor does not include 1099 employees that identify themselves as a BSR employee and work from the approved BSR location. 1099 employees will be treated as BSR employees for purposes of this Agreement. Any third party not qualifying as a 1099 Employee as defined above, will be considered a sub-dealer or subcontractor.
 - (iii) Responsible Party. The acts or omissions of BSR and anyone with which it is associated (such as its employees, representatives, affiliates, agents, contractors, and their employees) will be considered the acts or omissions of BSR under this consent to participate in the BSR program.
4. ***Merchandising Requirements/Trademarks:***
- (i) Exterior Requirements. BSR must install a Boost Mobile Illuminated Sign ("Signage") with Boost's logo on BSR's exterior storefront or an agreed upon alternative sign.
 - (a) BSR acknowledges that if Signage was supplied by Boost at the Location the Signage remains the property of Boost and Boost reserves the right to remove, revise, or reposition the Signage at any time.
 - (b) BSR agrees to notify Boost Mobile via email at salesoperations@boostmobile.com at least fifteen business days prior to any expiration or termination of Retailer's lease or eviction of BSR so Boost can make arrangements to retrieve the Signage and other fixtures. Boost will handle the relocation or removal in a timely manner. BSR's failure to provide notice may result in Boost's loss of the Signage and other fixtures. BSR will be responsible for the damages incurred due to said loss as a result of BSR's failure to provide notice to Boost.
 - (c) BSR acknowledges that the Signage must remain in place at the Location so long as location is an authorized retailer of Boost Products and Services via an authorized Boost Master Agent. Boost retains the right to enforce the removal of the Signage upon the expiration or termination of BSR distributing Boost Products and Services, upon ten (10) days notice to BSR. Boost retains the right, in its sole discretion, to select additional Program participants and store locations.
 - (d) BSR is responsible for all State and/or Local government permissions, approvals and/or permits, and will obtain the same necessary for Signage installation. Installation of the Signage shall not imply, infer or appear that the Location is a Boost Mobile owned and operated store. Accordingly, BRS shall have its own signage on the exterior of the building in addition to the Boost logoed Signage.
 - (e) BSR is responsible for damage and risk of loss to the Signage once installed. BSR will obtain sufficient insurance to replace or repair the Signage and any other Boost fixtures if lost or damaged. BSR will defend and indemnify Boost against any claims or damages resulting from (1) claims by Retailer's employees or any other person for bodily injury or damage to property resulting from the acts or omissions of Retailer, (2) Retailer's employees under workers' compensation or similar acts; and (3) any breach by Retailer of this agreement.

- (ii) Interior Requirements. BSR agrees to devote a minimum of 50% of in-store real-estate exclusively to Boost Mobile products and services. The in-store design shall be directed and approved by Boost to BSR at Boost's sole discretion and may include, without limitation, the following:
 - (a) Point of purchase furniture and interior fixtures
 - (b) Signage
 - (c) Wall section for paint and/or build-out
 - (d) Floor section immediately adjacent to the wall section
 - (e) Items to be included on the wall section, such as color and imagery
 - (f) other collateral items to be determined by Boost from time to time
- (iii) BSR acknowledges that Boost is not responsible for the installation of merchandising materials including but not limited to point of purchase furniture, fixtures, paint, lighting, and flooring.
- (iv) Point of Purchase Materials. All point of purchase materials and products (cell phones, Re-Boost cards, accessories) displayed in-store must be approved and/or obtained by BSR through its Master Agent. If Boost provides the BSR with point of sale merchandising, promotional or other material, such material;
 - (a) is and remains the sole and exclusive property of Boost and must be returned upon request;
 - (b) may only be used by the BSR; and
 - (c) must be prominently displayed in accordance with Boost's directions.
- (v) Advertising Guidelines. Any sales literature, advertising or other materials employed in connection with the sale of Products, which uses Boost Trademarks, or copyright or other form of intellectual property owned by Boost Mobile, must be submitted to Boost Mobile, for written approval, which may be conditioned or withheld for any reason.
- (vi) Approval. Boost, in its sole discretion shall approve the final exterior and interior merchandising for participation in this BSR program. The BSR location has 90 days to make adjustments as communicated by Boost Mobile and its representatives.
- (vii) Trademarks, Copyright: BSR will not acquire any right to goodwill, trademark, service mark, copyright, or other form of intellectual or other property interest of Boost. BSR shall use Boost Mobile trademarks, service marks, logos or copyrighted materials in any manner in connection with this Agreement or the sale of the Products, except (i) during the Term of this Agreement BSR may identify itself as a seller of the Products provided Boost has given prior written approval to all such identifications, and (ii) as set forth in Section 4.d above. BSR acknowledges and agrees, that the name "Sprint Nextel," the name of any of Boost's affiliates (or the registered fictitious name of such) and all other names, marks and logos used by Boost are service marks and trademarks belonging solely to Boost and/or its affiliates, and that the name "Boost Mobile," the name of any of Boost Mobile's affiliates (or the registered fictitious name of such) and all other names, marks and logos used by Boost Mobile are service marks and trademarks (collectively "Boost Trademarks") belong solely to Boost Mobile and/or its affiliates. Boost Trademarks will not be used without the prior written consent of Boost Mobile. BSR agrees that it will use Boost Mobile's trademarks, service marks, and logotypes only in the manner and to the extent specifically as licensed pursuant to this Agreement or as otherwise authorized in writing by Boost Mobile, respectively. BSR further agrees that an unauthorized use of any Boost Mobile trademark, service mark, or logotype, including but not limited to use as or within a domain name, during the Term of or after the expiration or the earlier termination of this Agreement shall constitute an incurable default causing irreparable harm to Boost Mobile, as applicable, subject to injunctive relief. Boost Mobile at all times has the right to alter or change the names, logos and/or other trademarks and service marks related to its company, products and/or services, or otherwise re-brand some or all of the rights and benefits herein granted or reserved, in accordance with its business needs.

5. ***Residual Compensation.***

- (i) Boost has reached an agreement, or will reach an agreement, with the Master Agent that Master Agent will pass residual compensation to BSR locations in the amount of \$1.00 per month for every active

subscriber with a tenure of 0 to 6 months, \$1.25 per month for every active subscriber with a tenure of 7 to 12 months, and \$1.50 per month for every active subscriber with a tenure of 13 months or more that uses \$35 or more of Boost Mobile services within that month (Service Revenue)

- (a) Residual Compensation will be based only on handsets paired with the IMEI and SIM shipped with the handset via eligible Sales Portal activations. All other activations will not generate additional compensation.
 - (b) Static IP Address Requirement. Each BSR location must have Static Internet Protocol Address "IP Address" on file with Boost Mobile and only Sales Portal activations done with the submitted IP address will qualify for the residual compensation program.
 - (c) BSR location must achieve 75 activations per calendar month to qualify for residual compensation
 - (d) No residual compensation will be paid for activations, sales portal or otherwise, on activations done by the BSR location on equipment not purchased from the assigned master agent of the BSR location. BSR acknowledges and agrees that Boost has no liability if the BSR is unable to access the Sales Portal and chooses to process the activation by another means made available by Boost.
- (ii) Boost Mobile has final say in all disputes and interpretations of the business rules for the Boost Mobile Residual Compensation and reserves the right to change, modify or discontinue the residual compensation program at anytime and from time to time.
 - (iii) Compensation will cease upon termination of BSR's participation in the Program.
 - (iv) BSR acknowledges and agrees that Boost has no responsibility or liability if Master Agent fails to pass residual compensation specified in this Section 5 (or any other compensation) to BSR. BSR is responsible for executing any agreement it deems necessary with Master Agent to address any compensation issues between BSR and the Master Agent.

6. *Demo Line Program*

- (i) BSR locations may receive oneBoost Demo phone for the store subject to the demo line policy as amended from time to time by Boost.
 - (a) The unlimited monthly replenishment rate of \$50.00 will be added to the demo phone each month along with \$15.00 per month for value added services use while BSR participates in the Program.
 - (b) BSR may be eligible for an upgrade/replacement Boost Demo Phone once a year while participating in the program, subject to Boost approval.
 - (c) BSR must immediately notify Boost in the event the demo phone is damaged, lost or stolen.
 - (d) BSR must ensure that the demo phone is used solely for demonstration purposes and in compliance with the standard terms and conditions which are located at www.boostmobile.com.

7. *Equipment*

- (i) SRP: Boost's suggested retail price ("SRP" or "MSRP") for the Products is not binding. Master Agent and BSR are free to set the actual amount for which the Products are sold to Subscribers.
- (ii) Inventory. BSR location agrees to carry the full range of Boost products and services within the store location and have available 90% of the product line up available at all times.
- (iii) Delivery: Products will be delivered to BSR by the Master Agent. Boost does not warrant or represent that delivery will be made with any frequency or time period for the requested handsets. Boost Mobile will not have any liability for
 - (a) failure to deliver Products within a specified time period; or
 - (b) unavailability and/or delays in delivery and/or discontinuation of Products, or for the cancellation by the manufacturer of any orders of Products.

- (iv) Stock Returns: Boost will only accept the return of Products in accordance with the Boost's Return Policy, which may change at any time or from time to time in its discretion with notice to the master agent.
- (v) Warranties: The Warranty and Repair Guidelines provided by the manufacturer of the Products will control servicing and repairs of Products under warranty. Manufacturers' warranties may change from time to time. Warranty terms will be contained with the phone or other Product to which the warranty is applicable. BOOST MOBILE MAKES NO WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO MASTER AGENT, ANY BRS, OR TO ANY OTHER PURCHASER OR END-USER OF THE PRODUCTS. BOOST MOBILE SPECIFICALLY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR WARRANTS THE RESULTS OF PRODUCT USAGE, THAT A PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT A PRODUCT'S FUNCTIONALITY WILL MEET ANY USER REQUIREMENTS. DISTRIBUTOR HEREBY WAIVES, AND SHALL CAUSE ITS RETAILERS TO WAIVE, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. BSR'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS ACKNOWLEDGEMENT AND/OR PRODUCTS SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURER OF SUCH PRODUCTS.

8. *Inspection; License to Enter:*

- (i) The BSR will grant Boost Mobile the right, on reasonable notice, to enter any of the facilities, or other premises of the BSR (and/or at any time thereafter) upon the termination of BSR's participation under the Program or participation as a retailer of Boost Mobile Products, to repossess and remove all Products for which title remains with Boost, and/or which are otherwise required to be delivered or returned to Boost. Boost Mobile shall also have the right at all mutually agreed upon times during business hours to inspect BSR location and facilities, to inspect BSR's Product inventory, to inspect BSR's books and records as they pertain to performance of the obligations under the Program, and to make copies and extracts from them. BSR will maintain, all such books and records for the minimum time required by law but in no event less than twenty-four (24) months after their creation.

9. *Insurance.*

- (i) BSR agrees to maintain at its own expense, the following insurance: (i) Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$1,000,000 personal and advertising injury; (ii) Workers' Compensation in statutory amounts and Employers Liability insurance of not less than \$1,000,000 bodily injury by each accident, \$1,000,000 bodily injury by each disease, each employee, each incident and \$1,000,000 bodily injury by disease policy limit, each incident; (iii) fire, theft, and extended coverage with respect to Products in Distributor's possession in an amount not less than the replacement value of such Products; (iv) Auto Liability covering all vehicles used in connection with this Agreement with a combined single limit of not less than \$1,000,000; and (v) umbrella insurance of not less than \$4,000,000. All insurance policies must be with companies with an A.M. Best's rating of not less than A-, VII and licensed to do business in all applicable states. Liability policies will name Boost Mobile as an additional insured and contain a waiver of subrogation clause waiving all rights of subrogation it may have under such policies as related to Boost Mobile. Each insurance policy will contain a clause requiring the insurer to give Boost thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation (ten (10) days for non-payment of premium). BSR will promptly provide either an electronic Memorandum of Insurance or a Certificate of Insurance for all required coverage within five (5) days of signing this Agreement and within fifteen (15) days of when any required policy is renewed or replaced to the address listed.

10. *Indemnity:*

- (i) BSR will indemnify, defend and hold harmless Boost Mobile, and each of their respective employees, representatives, affiliates, dealers, agents and assignees against any claims brought by third parties for liability, losses, damages and/or expenses suffered or incurred by Boost Mobile:
 - (a) any breach of the provisions of this Acknowledgement;

- (b) any fraudulent, unauthorized use or other misuse of Products (including theft) by BSR; or
- (c) any other act, omission or misrepresentation by BSR relating to the sale of Products.
- (ii) Moreover, the indemnification obligations described in the above shall equally apply to all such matters caused by or attributable to BSR's respective employees, representatives, affiliates, dealers, agents, assignees, franchisees or third parties (whether or not permitted).
- (iii) For purposes of this indemnification, "claims" means and includes all claims complaints, proceedings, investigations or actions, brought by a third party, including any government agency or entity, arising from or resulting from activities pursuant to this Agreement, including advertising activities, business conducted or sales made by master agent and/or BSR, including actual compensatory, incidental and consequential damages, taxes, and out-of-pocket costs (including those incurred in the defense of any claim such as accountants, attorneys and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses). The persons and entities entitled to indemnification hereunder shall have the right to defend any such claim against them without limiting their rights to indemnification hereunder. This indemnity shall survive expiration or earlier termination of this Acknowledgement.

11. *Exclusion of Liability:*

- (i) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BOOST MOBILE BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR OTHER MONETARY LOSS, ARISING OUT OF BOOST MOBILE'S PERFORMANCE OR FAILURE TO PERFORM, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN BOOST MOBILE'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF BOOST MOBILE, OR THEIR RESPECTIVE AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, OR WHETHER RESULTING FROM THE FAILURE IN THE OPERATION OF OR OTHER DEFECT IN ANY PRODUCT DISTRIBUTED OR SOLD HEREUNDER.

12. *Responsibilities of the BSR:*

- (i) Conduct any and all activities in connection with this Agreement in compliance with all applicable laws, regulations, standards and codes applicable to the BSR's business, and cooperate with any requests from Boost Mobile regarding any governmental inquiries and/or investigation requests;
- (ii) comply with Boost Mobile's respective privacy policies and privacy statements as provided to the Master Agent and BSR from time to time;
- (iii) comply with all written Boost Mobile policies and guidelines with respect to the Program or with respect to the BSR as Boost may implement or amend from time to time, including the Boost Mobile 5 Star Store Grading Policy (as amended from time to time), any operational requirements and instructions in relation to the Products or their sale warranty handling processes for the Products, any written point of sale process communicated to BSR by Boost Mobile;
- (iv) sell each Product in its original packaging and in good condition, promptly assist consumers and advise Boost Mobile immediately after BSR becomes aware of any defective Products, and ensure that the Products are sold by BSR only at Authorized Locations within the Territory, unless otherwise agreed in writing;
- (v) maintain customer satisfaction performance standards established by Boost with Master Agent's participation;
- (vi) provide to consumers the Products, the current materials regarding the PIN delivery and activation process and pricing plans for Services,
- (vii) and attend any training reasonably required by Boost Mobile in relation to the Products;
- (viii) work together with Boost Mobile in developing and implementing marketing and promotional activities;

- (ix) comply with all point of sale technology and associated processes, for proper inventory, security, issuance, recordation and reporting of Electronic PIN Transactions, as established by Boost and the PIN Service Provider (which may be Master Agent if it has entered into a PIN Services Agreement) to comply with the requirements of the PIN Services Agreement, and ensure that mechanisms/solutions acceptable to Boost Mobile are in place for any PIN transactions between BSR and Boost or any PIN Service Provider and bear any costs related to such transactions not payable by a PIN Service Provider;
- (x) with respect to Boost's System, Service, and Subscribers, in the case of BSR, represent itself as an independent contractor that is an authorized retailer selling Boost Mobile Services and Boost Mobile Product;
- (xi) use best efforts to meet any targets for a calendar quarter with respect to Eligible New Subscriber Activations, or other matters, that may be established Boost for BSR on or before the seventh (7th) day of such calendar quarter, which targets may vary by Territory or Authorized Location outside the Territory or be based on the aggregate results for more than one Territory of BSR and/or Authorized Location outside the Territory;
- (xii) use best efforts to meet the terms of any performance plan established by Boost following BSR's failure to meet monthly sales target;
- (xiii) notify Boost of any parties known by BSR to be conducting fraudulent activities concerning Boost Mobile Products and Services;
- (xiv) Upon Boost's request, provide to Boost Mobile a duly completed report (sales log), of all Products sold by BSR to consumers, to include the following information: Sales date, applicable SIM/ESN/MEID/IMEI/MSN detail, consumer name, address, city, state, and zip.

13. ***Prohibitions on the BSR: The BSR must not (and must ensure that each of its representatives and employees do not):***

- (i) appoint any third party to sell the Products, whether by agency or otherwise;
- (ii) make any representations or give any warranties in relation to the Products, other than those given by Boost Mobile to the Distributor and BSR from time to time;
- (iii) purchase or otherwise acquire Products, from anyone other than the Master Agent of record as selected in this agreement;
- (iv) unlock (i.e. alter in any way) any Product that is a handset;
- (v) separate components of the Products for sale, or attempt to sell separate components of the Products, including, without limitation, any of the contents included in the packaging of a Product, such as any debit card or other stored value card;
- (vi) sell any Products outside the Territory or at any locations that are not Authorized Locations.
- (vii) sell Products to anyone other than retail consumers, Subscribers and/or BSR only, for the subsequent sale by such BSR solely to retail consumers or Subscribers;
- (viii) distribute any Product in a manner that is inconsistent with any conditions on allocation and/or distribution of such Product specified by Boost;
- (ix) represent itself in any manner (e.g., through advertising) to the public as Boost Mobile, or any of Boost's other affiliates;
- (x) purchase PINs from any source during any period during this Agreement when Boost has advised Master Agent or BSR not to make such PIN purchases;
- (xi) engage in investment purchases of PINs (i.e. purchases in excess of levels consistent with typical practice of the BSR in advance of a margin change on purchases of PINs);
- (xii) appoint any third party processor or payments solution provider to offer and/or process payments for Boost Mobile's products and services;

- (xiii) change the Boost Mobile Service Offer (e.g. the rates charged by Boost Mobile and the terms and conditions under which Boost Mobile provides communications services to customers);
- (xiv) grant any discounts or make any adjustments to the rates;
- (xv) misrepresent -- either affirmatively or by omission -- the Service Offer or any terms and conditions of Boost Services; or
- (xvi) Charge fees include payment fees and convenience fees with the exception of those approved by Boost in writing in advance (e.g. the UNLTD service offering);
- (xvii) impose on Customers any activation, re-activation or other non-approved fee, including without limitation charging the customer a fee in relation to accessing replenishment products.

14. Customer Experience Expectations. BSR will:

- (i) Cleanliness. Store will be tidy and clean at all times, including but not limited to displays, collateral, floors, windows, counters, and equipment.
- (ii) Facilities.
 - (a) Demographic Appropriate. Store should provide additional facilities or equipment that would be appropriate for their demographic, such as stores targeting families should be inclusive by providing family-friendly items in the store like safe signage, play areas, and balloons.
 - (b) Service Appropriate. If Boost approves BSR for service and repair to be offered at the location, the BSR will provide some multi-use space where customers with unresolved problems can be handled away from the main customer flow.
- (iii) Customer Wait Time. High volume stores as determined by Boost will install a Boost approved queuing system to ensure customers are treated equally for service.
- (iv) Seating. Comfortable seating areas should be provided for customers.
- (v) Background Music. For any background music, choice and audio levels should be appropriate to the demographics of the customer base for the location as determined by Boost.
- (vi) Recycling. BSR location must have recycle phone box available for customers to dispose of old phones, batteries and accessories.
- (vii) No Smoking. BSR location will make every effort to maintain a smoke free facility in accordance with all local, state and federal requirements.
- (viii) Training. BSR agrees that staff will be fully trained on the Boost Mobile product offering and must ensure that all staff complete the online training programs offered via the Sales Portal. Further more, the BSR location will make available staff for onsite trainings as agreed upon with Boost Mobile field staff.
- (ix) Activations. BSR agrees to completely enter all customer information into the Sales Portal activation system and provide the customer all necessary information inclusive of the account PIN.
- (x) BSR location must adequately meet the following customer experience tactics and metrics:
 - (a) Provide clarity and simplicity in presenting and providing Boost products and services
 - (b) Offer customers choices, flexibility and convenience in selecting Boost products and services
 - (c) Make it easy to obtain Boost products, services and information
 - (d) Offer the Boost value proposition
 - (e) Provide reliable and dependable hours of operation
 - (f) Act with transparency and consistency in all interactions with customers
 - (g) Provide speedy consumer issue resolution

15. Termination: BSR's participation in the Program may be terminated

- (i) by Boost for its convenience, for any reason or no reason, upon thirty (30) days written notice to BSR.
 - (ii) by Boost immediately, for cause, if the BSR commits any one or more of the following (“Events of Default”):
 - (a) does not pay any amount due by the due date owed to Boost;
 - (b) sells Products without authorization or from an unauthorized location (including Internet sales or solicitations of sales);
 - (c) makes a misrepresentation to Boost Mobile, a customer, a Subscriber, or a prospective customer or Subscriber;
 - (d) fails to comply with advertising guidelines;
 - (e) engages in fraudulent activity;
 - (f) misuses or modifies any Boost Trademarks without the prior written consent of Boost Mobile;
 - (g) breaches any other of its obligations under this Acknowledgement, and fails to remedy that breach within thirty (30) days of being notified to do so;
 - (h) ceases to operate its business in the ordinary course, elects to dissolve, dissolves, experiences insolvency, failure in business, commits an act of bankruptcy, receivership, makes a general assignment for the benefit of creditors, files or has filed against it any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or has an administrator, liquidator or manager appointed to it;
 - (i) fails to achieve performance standards for two consecutive calendar months or five months in any consecutive 12 month period as specified by Boost Mobile;
 - (j) BSR fails to comply with any civil and criminal laws, ordinances, rules, regulations, or orders of public authorities;
 - (k) BSR materially breaches or defaults on any other distribution or similar agreement, including an AR Agreement to solicit sales of, or subscription agreements in connection with, Sprint Nextel products and services.
 - (iii) BSR Duties Upon Termination: Upon termination of its participation under the Program, the BSR must:
 - (a) immediately pay all amounts due hereunder (if any) to Boost;
 - (b) cease using and promptly return to Boost all displays, fittings, point of sale material and information (including Trade Secrets) belonging to Boost Mobile;
 - (c) Immediately cease selling the Products, and representing the legal ability to do so, and cease all use or display of Boost Trademarks, except as may be approved by Boost in writing.
16. **Severability:** If any provision of this Acknowledgement is determined to be invalid or unenforceable, the provision will be construed more narrowly and equitably, sufficient to render it enforceable without the entire provision failing of its purpose, or if such construction is not feasible, then the provision will be severed from the remainder of this Acknowledgement, and in all circumstances the balance of this Acknowledgement remains enforceable.
17. **Boost Amendments:** Boost may amend the Program requirements at any time, and require that BSR execute a new Acknowledgement or a revision or amendment of this Acknowledgement at any time in its discretion.
18. **Confidentiality; Trade Secrets; Non-solicitation:**
- (i) BSR acknowledges that it and/or its employees both possess and will acquire confidential information belonging to Boost Mobile, concerning sales methods, services, business, credit, training, merchandising, and marketing techniques, and other Trade Secrets and proprietary business information.
 - (ii) BSR agrees that the respective Trade Secrets of Boost Mobile have been developed through substantial expenditures of time, effort and money, constitute their valuable and unique property, making their

protection as herein set forth a necessary consideration of this Agreement. BSR specifically acknowledges that all Trade Secrets, whether reduced to writing, maintained on any form of electronic media, or maintained in the mind or memory of or any compilation prepared by or made available to BSR and/or any of its employees, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by Boost Mobile to maintain the secrecy of the Trade Secrets, that their respective Trade Secrets are the sole property of Boost Mobile, and that any retention and use of such Trade Secrets by BSR or any of its employees shall constitute a misappropriation of such Trade Secrets.

- (iii) Except as strictly authorized solely in the course of performance of this Agreement, BSR will, and will cause its employees to, (i) keep in strict confidence, and not directly or indirectly disclose, furnish, disseminate, make available or use any Trade Secrets, including without limitation as to when or how BSR may have acquired such information; and (ii) not make any unauthorized copy or memoranda of any kind and/or on any media, of or relating to any Trade Secret, including without limitation customer and/or Subscriber lists, names and/or information.
 - (iv) BSR will implement and maintain, and cause its employees to implement and maintain, responsible procedures described from time to time by Boost Mobile to prevent unauthorized use and disclosure of Trade Secrets by BSR, and any employee, representative, affiliate, agent, contractor, franchisee, assignee or third party (whether or not permitted), and in the absence of such, shall protect said Trade Secrets as it would its own most valuable confidential information.
 - (v) BSR will not without Boost's prior written consent disclose any terms of this Acknowledgement to any third party,
 - (vi) BSR will not, and will not permit its employees to, solicit directly or indirectly any Subscriber on behalf of another wireless service provider or other person during its participation in the Program and for a period of one year after any termination of its Program participation.
 - (vii) BSR agrees BSR will not, and will not permit its employees to, solicit directly or indirectly any retailer or other distribution channel with whom Boost Mobile has a direct selling relationship, for the purpose of distributing Products for subsequent retail sale.
19. **Customer Privacy.** BSR will comply with all privacy requirements and obligations set forth in the Privacy Addendum to this Agreement, which may be amended from time to time.
20. **Assignment:** Boost may assign or transfer any or all of its rights, under this Acknowledgement to any successor, including, without limitation, any successor firm or entity in connection with a merger, consolidation, or sale of all or substantially all of its assets, stock or other equity interests with or to such firm or entity, or to any other firm or entity capable of performing its obligations hereunder, at any time or from time to time without notice to the BSR. Boost's use of Fulfillment Intermediaries shall not be deemed an assignment. Neither this Acknowledgement, nor any right or obligation of BSR may be assigned or transferred without Boost's prior written consent, which may be withheld in its sole discretion. Any purported transfer, assignment or encumbrance without such consent shall be void.
21. **Relationship of the parties:** BSR is an independent contractor and has no express or implied right or authority to assume or create any obligation on behalf of Boost, or represent that it has any right or authority to do so. The parties do not intend to create an agency, franchise, dealership, employment, partnership, landlord-tenant, or joint venture relationship, or any other relationship.
22. **Governing Law:** This Agreement is governed by the laws of the Commonwealth of Virginia, regardless of conflicts of law provisions.
23. **Entire Agreement; Conflicts:** This Acknowledgement, including its exhibits, constitutes the final and full understanding between the parties and supersedes all previous agreements, understandings, negotiations and promises, whether written or oral, between the parties with respect to its subject matter..
24. **Notices:** Any notice or other written communication required or permitted to be given shall be deemed given when personally delivered or delivered by reliable overnight carrier or three (3) business days after it has been mailed; shall be delivered by personal delivery, by certified mail, or by reliable overnight carrier; and shall be

addressed to Supplier d/b/a Nextel Communications at 2001 Edmund Halley Drive, Mail Stop A4-3, Reston, Virginia, 20191, Attn: Boost Counsel, Legal Department, with a copy to Boost Mobile, LLC at 8845 Irvine Center Drive, Suite 200, Irvine, California 92618 (Attn: Sales Operations), or BSR at the address set forth in the Letter on the front of this Agreement (or to which any of the foregoing has been changed in accordance with a notice sent or delivered pursuant hereto).

25. **Force Majeure:** Neither party shall be in breach of this Agreement solely due to causes beyond its control including fire, flood, earthquake, acts of God, acts of terrorism or of a public enemy, acts of the government in its sovereign or contractual capacity, epidemics, quarantine, strikes, lockouts, riots or other civil insurrection, freight embargoes, power failure, or failure of the U.S. postal system or other shipping providers, provided the foregoing shall not excuse or delay payment obligations.

26. **Dispute Resolution:** The provisions of the Dispute Resolution Addendum apply to this Acknowledgement.

27. **Additional Definitions**

In this document, the following definitions apply:

- (a) "Boost Mobile" means Boost Mobile LLC of 8845 Irvine Center Drive, Suite 200, Irvine, California, 92618;
- (b) "Boost Information" means any information relating to an existing or potential customer of Boost that BSR may collect or receive during its participation in the Program. This information may include without limitation the existing or potential customer's name, address, rate plan, handset type, telephone numbers, email addresses, credit card information, CPNI (Customer Proprietary Network Information as defined in Section 222 of the Federal Communications Act, 47 U.S.C. section 222) or any other information related to the quantity, technical configuration, type, destination, location, and use of a telecommunications service provided to the existing or potential customer, including information contained in bills provided to the existing or potential customer. Boost makes no representations or warranties about Boost Information;
- (c) "CPNI Rules" means the Federal Communications Commission's Customer Proprietary Network Information rules, implementing 47 U.S.C. § 222.
- (d) "Fulfillment Intermediaries" means the entity Boost utilizes to perform fulfillment functions ("Fulfillment Intermediaries") such as sales, service, distribution, shipping/delivery, invoicing, payment/collection, returns, Electronic Data Interchange functions and other operations, to which Distributor consents and which shall not be deemed an assignment.
- (e) "PIN Service Provider" or "POS Service Provider" or Technology Service Provider (TSP) means the entity that performs Electronic PIN Transactions and related services in order to activate PINs or deliver active PINs to the point of sale, in either case as necessary for Subscribers to access the Systems.
- (f) "PIN Services Agreement" means the written agreement between Boost and the PIN Service Provider to provide PIN Services.
- (g) "Privacy Laws" means all applicable federal, state and local laws, rules and regulations relating to customer privacy, marketing, data security or consumer protection, including, without limitation, (i) the requirements enumerated in the CPNI Rules, (ii) laws governing direct-marketing, such as the Telephone Consumer Protection Act and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-Spam Act"), and (iii) the California Cybersecurity Law (SB 1386).
- (h) "Products" means the goods sold by Boost to Master Agent sold to Subscribers to utilize the Services;
- (i) "Services" means access to the Systems and all other services provided by Boost to the Subscribers.
- (j) "Subscribers" means those persons who will have access to the Services.
- (k) "Territory" means the geographic territory which Boost may unilaterally change where Master Agent is authorized to sell Boost Products and Services.
- (l) "Trade Secrets" means confidential information concerning the Services, equipment, sales methods, installation and maintenance techniques, sources or suppliers of materials, insurance, credit policies, advertising, promotion and marketing techniques, prices, and customer referral programs, including,

without limitation, Boost Mobile's unique selling, and servicing methods and business techniques, training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, customer and prospective Subscriber lists that Boost Mobile supplies to Distributor for marketing purposes, other Subscriber and prospective Subscriber information and other business information.

Agreed and accepted:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PRIVACY ADDENDUM

1. **Compliance with Law.** BSR will comply with all U.S. laws relating to the collection, use, access, maintenance and disclosure of Boost Information. To the extent BSR has access to CPNI under this Acknowledgement, BSR may use CPNI only for the purpose of marketing or providing the communications-related products and services similar to the products and services to which the customer already subscribes. BSR may not use, allow access to, or disclose CPNI to any other party, unless required to make such disclosure under force of law. BSR must have in place and maintain appropriate protections to ensure the ongoing confidentiality of customers' CPNI.

2. **Safeguards.** BSR is fully responsible for Boost Information. BSR will utilize administrative, physical, and technical safeguards that prevent the unauthorized collection, access, disclosure, and use of Boost Information. These Safeguards will:

- 2.1 assign random passwords and other access controls so that only employees, representatives, agents, contractors, and Subcontractors of BSR who have a business need to access or use Boost Information may access or use it;
- 2.2 encrypt Boost Information when not directly being used by an authorized person while on BSR's network and at all times while in course of transmission;
- 2.3 use appropriate firewalls, virus protection and other technical safeguards against intrusion upon, and harmful transmissions to, any network or facility on which Boost Information is stored;
- 2.4 grant access privileges to Boost Information only as needed by employees, representatives, agents, contractors and Subcontractors of BSR who have a business need to use that information, and prompt revocation of such privileges when no longer required; and
- 2.5 train employees and other persons with access to Boost Information in proper security practices and procedures.

3. **Notice of Security Breach.** BSR will promptly notify Boost of any facts known to BSR concerning any accidental or unauthorized access, disclosure or use, or accidental or unauthorized loss, damage or destruction of Boost Information by any current or former employee, representative, contractor, Subcontractor or agent of BSR or by any other person or third party. BSR will fully cooperate with Boost in the event of any accidental or unauthorized access, disclosure or use, or accidental or unauthorized loss, damage or destruction of Boost Information by any other person or third party, to limit the unauthorized access, disclosure or use, seek the return of any Boost Information, and assist in providing notice if requested by Boost.

4. **Disclosure of Boost Information.** BSR will not disclose Boost Information to any person unless Boost has given its prior written consent to the disclosure. Before disclosing Boost Information to any person, BSR must ensure that that person is bound by the same obligations as BSR under this Acknowledgement, including the obligation to protect Boost Information that also is classified as CPNI. In the event that BSR receives a request to disclose Boost Information through legal process, such as a private party subpoena or a subpoena, warrant or other process from a governmental authority, BSR will:

- 4.1 notify Boost as soon as practicable of the request so that Boost at its option may seek a protective order or take other action to prevent or limit such disclosure; and
- 4.2 cooperate with Boost's efforts to obtain a protective order or other reasonable assurance to preserve the confidentiality of the Boost Information.

5. **Return of Boost Information.** BSR will return, or at Boost's election, destroy (and certify the destruction in writing) all Boost Information upon the termination or expiration of this Acknowledgement, or earlier if requested to do so in writing by Boost.

6. Privacy Exhibit and Annual Certification. BSR will certify annually its continued compliance with all of the obligations in Boost's Privacy Policy, this Addendum and the related provisions in the Acknowledgement.

7. Audits and Corrective Action Plans. In addition to any other rights of Boost under this Acknowledgement, if any audit under this Acknowledgement identifies a customer privacy related failure in any of BSR's privacy or confidentiality obligations, BSR will promptly develop a corrective action plan in cooperation with Boost. This plan is subject to Boost's approval. BSR will implement this plan at its sole expense, if

7.1 any audit shows that BSR has failed to perform any of its obligations under this Section; or

7.2 Boost notifies BSR in writing of its breach of its privacy obligations under this Acknowledgement.

8. Miscellaneous. The acts or omissions of BSR and anyone with which it is associated (like its employees, representatives, affiliates, agents, contractors, Subcontractors, and their employees) are BSR's acts or omissions. The rights and obligations in this Addendum and any other provision in the Acknowledgement that is reasonably necessary to enforce them, will survive the termination or expiration of this Acknowledgement for any reason. The provisions of this Addendum control if they conflict with any other provision in the Acknowledgement. Because a breach of any Boost Information provision may result in irreparable harm to Boost, for which monetary damages may not provide a sufficient remedy, Boost may seek both monetary damages and equitable relief.

DISPUTE RESOLUTION ADDENDUM

- 1 Dispute Resolution.** All Disputes under this Acknowledgement are subject to the following dispute resolution process. Only a Senior Representative (ie. a Vice President or Owner/Proprietor of the BSR or person holding a position of equivalent or greater authority within BSR's organization, or a Director as to Boost) may initiate, respond to, negotiate, resolve or otherwise direct the resolution of a Dispute.

1.1 Negotiation. A Senior Representatives will first attempt to negotiate a resolution to the Dispute.

- (A) *Notice of the Dispute.* The disputing party initiates negotiations by providing written notice to the other party, explaining the subject of the Dispute and the relief requested.
- (B) *Procedures.* The party receiving a notice of Dispute must respond in writing within 30 calendar days with a statement of its position on, and recommended resolution of, the Dispute. If the Dispute is not resolved by this exchange of information, the Senior Representatives of each party will meet (either by phone, or, if agreed to, in person,) at a mutually agreeable time and place within 60 calendar days of the date of the initial notice and thereafter as often as they reasonably deem necessary in order to exchange relevant information and perspectives and to attempt to resolve the Dispute.
- (C) *Participants in the Negotiations.* Senior Representatives will negotiate the Dispute. If necessary, non-Senior Representatives of the BSR or Boost may, upon the request and at the direction of a Senior Representative, participate in the resolution of a Dispute.
- (D) *Failure of Negotiation.* If the Dispute is not resolved within 90 calendar days of the date of the disputing party's initial notice, or if the Senior Representatives fail to meet within 60 calendar days of the date of the initial notice, either party may initiate non-binding mediation of the Dispute as specified below.

1.2 Mediation. If a Dispute is not resolved through negotiation in accordance with this Addendum, either party may submit the Dispute for mediation under the Commercial Mediation Procedures and Rules of the American Arbitration Association (AAA).

(A) Conduct of Mediation.

- (1) *Governing Rules.* The Commercial Mediation Procedures and Rules of the American Arbitration Association ("AAA") will govern the selection of a mediator and the conduct of the mediation, subject to this Addendum.
 - (2) *Mediation Briefs.* Mediation briefs or statements not to exceed 15 pages will be submitted to the Mediator.
 - (3) *Additional Rules for Mediation.* Unless the parties both agree otherwise, the mediation:
 - (a) will last no longer than one business day;
 - (b) must be attended by a Senior Representative of each party who may bring counsel and/or other representatives of the party; and
 - (c) will take place in New York, New York, unless an alternative location is agreed upon by the parties.
- (B) *Costs of Mediation.* Each party will bear one-half of the cost of the fees and expenses of the mediation. Each party will bear all its own (and their advisors') costs and fees incurred initiating, preparing, and presenting its case with respect to the mediation.
- (C) *Failure of Mediation.* If the Dispute is not resolved through mediation, the mediation will be terminated by a written declaration of the mediator that the Dispute has not been resolved.

1.3 Arbitration. No party may commence arbitration until a Dispute has been subject to both negotiation and mediation in accordance with this Addendum. Either party may initiate arbitration with respect to a Dispute by filing a written demand for arbitration pursuant to the Wireless Industry Arbitration Rules of the AAA at any time after the 45th calendar day following the date that a request for mediation of such Dispute was first submitted, or, if earlier, the date that mediation is terminated. This applies to all causes of action, whether nominally a “claim”, “counterclaim”, or “cross-claim”, arising under common law or any state or federal statute. The mediation may continue after the commencement of arbitration if the parties so desire.

(A) *Identification and Location of Arbitrators.* Unless otherwise agreed by the parties, Arbitration will be conducted by a panel of three arbitrators in New York, New York. All three arbitrators will be “neutrals,” and the parties will select arbitrators in accordance with the Wireless Industry Arbitration Rules of the AAA.

(B) *Conduct of Arbitration.* The arbitration will be governed by the Wireless Industry Arbitration Rules of the AAA, except as otherwise set forth in Section 1.3 to this Addendum.

(C) *Scope of Discovery.* Except as stated in this Addendum, all discovery will be governed by the Federal Rules of Civil Procedure. Discovery will include the request for and production of documents, depositions and interrogatories as specified below.

(1) *Depositions.* Depositions are limited to no more than 3 fact depositions per party for a period of no more than 4 hours each.

(2) *Expert Witnesses.* Each party may have up to 2 expert witnesses and depositions of experts, in addition to the 3 fact depositions above, for 4 hours of testimony each, to be preceded by the expert's written report to comply with Fed.R.Civ.P.26(a)(2)(B).

(3) *Interrogatories.* Interrogatories will be limited in scope for the purpose of identifying persons with knowledge of facts relevant to the Dispute; and requesting specification of damages.

(4) *Production of Documents.* Requests for production of documents will be limited to a one-time request and will only seek documents related to the specific subject matter of the Dispute.

(5) *Settlement of discovery disputes.* Any issues concerning discovery upon which the parties cannot agree will be submitted to the arbitration panel for determination.

(D) *Award.* The arbitration panel will, upon the concurrence of at least 2 of its 3 members, have the authority to render an appropriate decision or award, including the power to grant all legal remedies consistent with the terms of this Addendum and the law in the Commonwealth of Virginia. The arbitration panel will have no power to award punitive damages of any kind, or damages that are prohibited elsewhere in this Addendum. The binding or preclusive effect of any award will be limited to the actual Dispute arbitrated, and to the parties, and will have no collateral effect on any other dispute or claim of any kind whatsoever. Within 30 calendar days of the conclusion of the arbitration, the arbitrators will prepare in writing and provide to the parties the award, including factual findings and the reasons on which the award is based.

(E) *Motions to Dismiss/Summary Judgment.* The arbitrators are empowered and encouraged, under appropriate circumstances, to grant motions to dismiss or motions for summary judgment, applying standards under the Federal Rules of Civil Procedure and the Federal Rules of Evidence.

(F) *No Change of Venue/Forum.* Neither party will seek a transfer of venue or forum.

(G) Costs. Each party will bear one-half of the costs of the fees and expenses of the arbitrators. Each party will bear all its own (and their advisors') costs and fees incurred initiating, preparing, and presenting its case with respect to the arbitration.

(H) Arbitration is Confidential. The arbitration, along with all filings and decisions, will be confidential except as necessary to enforce the award.

2 Waiver of Rights. Boost and BSR each waive:

2.1 their rights to litigate Disputes in court, except as set forth in Section 4 of this Addendum below;

2.2 to receive a jury trial; and

2.3 to participate as a plaintiff or as a class member in any claim on a class or consolidated basis or in a representative capacity.

3. No Class Action Arbitration. Boost and BSR both agree that any arbitration will only be conducted on an individual basis and that if it is determined, despite the clear and unambiguous intent of the parties as stated in this Addendum, to permit arbitration other than on an individual basis, such arbitration will immediately be terminated and neither party will be under any obligation to continue in such arbitration. In the case of such termination, or if the arbitration clause is deemed inapplicable or invalid, or otherwise is deemed to allow for litigation of disputes in court, Boost and BSR both waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class or consolidated basis or in a representative capacity.

4. Injunctive Relief. Notwithstanding anything to the contrary herein, if Boost determines, in its sole discretion, that it may suffer irreparable harm as a result of BSR's breach, or threatened breach, of this Addendum, then Boost may, without complying with any other dispute resolution procedures in this Addendum seek injunctive relief from a court of competent jurisdiction.

5. Survival. The provisions of Addendum will continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Acknowledgement.

Static IP Information

Store Name	
------------	--

Store Address		
Street		
Suite		
City	State	Zip

Static IP			

W-9

**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
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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.

Social security number

or

Employer identification number

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

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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. 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. Entering "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 payees, see *Exempt Payee* 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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 for 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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.



Authorized Merchant Packet 2010

- Contractual Agreement
- Commission Rates
- Merchant Application

**Please fax the following to (973) 301-0971
or email to epins@pcsw.com**

- Completed & Signed Application
- Resale Tax Certificate
- Preprinted Business Check or Bank letter with both routing and account number



WEBPOS & BACKOFFICE LOGIN



WebPos

<https://webpos.payspot.com/pcs>

BackOffice

<http://backoffice.payspot.com>

PaySpot Customer Service

(800) 983-9385

PCS Email

epins@pcsw.com



Merchant Agreement

Account ID#: _____ Terminal ID#: _____ IBO Username: _____

Referring Agent: _____ Referring Account #: _____

Merchant Contact Information

Merchant Name:					
Street Address:					
City		State		Zip	
Office #		Fax #		Cell#	
E-mail Address			Contact Person		
State Sales Tax #			Please attach a copy of your RTC		
Bank Name:		Acct#	Routing#		
Please attach preprinted business check					
PIN Wizard Access Requested: <input type="checkbox"/> yes <input type="checkbox"/> no Terminal Request: <input type="checkbox"/> yes <input type="checkbox"/> no					
<small>*No fee for Pin Wizard</small> <small>*Weekly fee for processing under \$300 per week \$0 - \$149 = \$6.00</small>					
<small>\$150 - \$299 = \$3.00</small>					
<small>Over \$300 = NO FEE</small>					
TO BE COMPLETED BY MERCHANT (use additional sheet, if necessary)					
Requested [p]inWizard identification:					
User Name: _____					
(Password will be emailed to Merchant by PaySpot)					

MERCHANT BANKING INFORMATION AND ACH AUTHORIZATION (MUST INCLUDE VOIDED CHECK): This Merchant Agreement ("Agreement") is between PaySpot, Inc. ("Company") and "Merchant" listed above. To accommodate electronic access for settlement, Merchant does hereby authorize and instruct Company to access Merchant's designated depository account and to initiate credit and/or debit entries by bank wire, payment order or Automated Clearing House transfer and to authorize the banking institution ("Depository") named above to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the depository account indicated above and to authorize Depository to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the depository account, and this authority shall remain in full force and effect until Company has received written notification from Merchant of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it. In order to insure that transactions are properly handled, a specimen-voided check is attached. Your signature acknowledges that you are authorized to execute this Agreement, are a signatory on the attached business check and have read and understand all information contained herein, the terms and conditions and any addenda, amendments, or attachments, all of which are incorporated into this Agreement.

[p]inWizard: At Merchant's request, Company will provide internet access to Merchant by means of Company's [p]inWizard application that will enable Merchant to purchase PINs for various prepaid services utilizing the systems and software operated by Company. Merchant agrees to exclusively use Company's [p]inWizard system for the internet purchase, resale and further distribution of PINs for prepaid services of any type. Merchant agrees that Merchant is responsible for the security of assigned User Names and Passwords utilized to access Company's [p]inWizard system and agrees to pay Company for all PIN purchases made utilizing Merchant's assigned User Names and Passwords. Company agrees to establish purchase limits within its system upon Merchant's written request. Merchant agrees that it is purchasing Company's products ("PaySpot Products") for resale to end-user customers of prepaid services and that Merchant is wholly responsible for any and all sales tax obligations on all products purchased from Company.

Investigative Consumer Report: An investigative or Consumer Report may be made and obtained in connection with this Agreement. Merchant authorizes Company or any credit reporting agency engaged by it to investigate the references given or any statements or data obtained from Merchant or any undersigned principal for the purposes of this Agreement.



EXHIBIT E
Credit Application Information

Legal Business Name: _____ Tax Id: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Telephone #: _____ Fax#: _____
Accounts Payable Contact: _____ Payables Phone #: _____
Company Email Address: _____ Payables Email Address: _____

Merchant 'Doing Business As' Name: _____
Location Address: _____ City: _____ State: _____ Zip: _____
Telephone #: _____ Fax#: _____
Primary Contact: _____ Email Address: _____

Type of Company: ☐ Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership ☐ Joint Venture ☐ Other

If other, please explain: _____

State of Organization: _____ Principle Place of Business: _____

Dun & Bradstreet #: _____

Requested Credit Line: _____ No. of Years in Business: _____

Principal Information

Name: _____ Title: _____ Percentage of Ownership: _____
Residence Address: _____ City: _____ State: _____ Zip: _____
Home Telephone: _____ Social Security #: _____ Date of Birth: _____
Driver's License #: _____ State: _____
Name: _____ Title: _____ Percentage of Ownership: _____
Residence Address: _____ City: _____ State: _____ Zip: _____
Home Telephone: _____ Social Security #: _____ Date of Birth: _____
Driver's License #: _____ State: _____

Company President: _____ Company CFO: _____

Trade References

Company Name: _____ Phone #: _____
Address: _____ Fax #: _____
Email Address: _____ Account #: _____
Company Name: _____ Phone #: _____
Address: _____ Fax #: _____
Email Address: _____ Account #: _____
Company Name: _____ Phone #: _____
Address: _____ Fax #: _____
Email Address: _____ Account #: _____

Bank Account Information

Bank Name: _____ Phone #: _____
Address: _____ Fax #: _____
Account #: _____ Contact Name: _____

An investigative, consumer or commercial report may be made in connection with this application. The undersigned authorizes PaySpot or any credit reporting agency employed by it to investigate its personal and business history and of its principals, partners, stockholders and members and obtain credit bureau reports for each for the purposes of this Agreement.

Acceptance:

Authorized Signing Officer: _____ Date: _____

Print Name & Title: _____

SIGN HERE



Additional Products & Discounts (Exhibit A)

Product	Merchant Percent	Category
Boost Pins	4.00%	Wireless
Boost RTR	10.00%	Wireless
Boost RTR Unlimited	\$2.00	Wireless
ATT / Cingular Universal	14.50%	Wireless
T-Mobile	13.50%	Wireless
Verizon	6.50%	Wireless
Virgin Mobile	5.00%	Wireless
H2O	10.00%	Wireless
Simple Mobile	8.00%	Wireless
TracFone	9.50%	Wireless
Tuyo Mobile	13.00%	Wireless
Cricket By Week	9.50%	Wireless
Cricket PayGo	8.50%	Wireless
Net 10	9.50%	Wireless
O2 GSM	12.50%	Wireless
Page Plus	13.50%	Wireless
Locus GSM	12.50%	Wireless
Movida	8.50%	Wireless
STI Mobile	11.50%	Wireless

***By signing I agree to the above rates for the products being provided to me by PCS Wireless through Epay**

Business Name

Date

Name

Signature

1. Write **VOID** across the business check
2. Tape the business check over this box
3. Fax this Agreement to PCS Wireless @ **(973) 301-0975** or email to **epins@pcswww.com**

*I, undersigned, hereby understand and agree that I am requesting that this terminal be placed by Epay, Inc. pursuant to my signed Equipment Placement Contract on File, and agree to abide by the terms described therein.

Agent Signature

Date

FOR AGENT USE ONLY

TID#: 909000 -OR- Agent username: _____**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: PaySpot, Inc.Address: 4601 College Blvd., Suite 300, Leawood, KS 66211

I certify that:

is engaged as a registered

Name of Firm (Buyer): _____ Wholesaler _____

Retailer _____

Address _____ 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 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: _____

General description of tangible property or taxable services to be purchased from the seller: _____

Mobile phones, wireless PINs, long distance phone cards

State State Registration, Seller's
Permit, or ID Number
of Purchaser

AL² _____

AR _____

AZ²² _____CA³ _____CO¹ _____CT⁴ _____DC⁵ _____FL²³ _____GA⁶ _____HI^{1,7} _____

ID _____

IL^{1,8} _____

IA _____

KS _____

KY²⁴ _____ME⁹ _____MD¹⁰ _____MI¹¹ _____MN¹² _____

State State Registration, Seller's
Permit, or ID Number
of Purchaser

MO¹³ _____NE¹⁴ _____

NV _____

NJ _____

NM^{1,15} _____NC²⁵ _____

ND _____

OH²⁶ _____OK¹⁶ _____PA²⁷ _____RI¹⁷ _____

SC _____

SD¹⁸ _____

TN _____

TX¹⁹ _____

UT _____

VT _____

WA²⁰ _____WI²¹ _____

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: _____



INDIVIDUAL PERSONAL GUARANTY

Date: ____/____/____

I, _____, (Individual Guarantor) residing at _____ (home address) for and inconsideration of PCS Wireless LLC ("PCS") providing products and/ or services at my request, receipt of which is hereby acknowledged, to _____ (Company Name) (hereinafter referred to as "Company") of which I am _____ (Title), hereby personally unconditionally guarantee to PCS, its successors and assigns, payment of any obligations of the Company and I hereby agree to jointly and severally bind myself to pay PCS on demand any sum which may become due to PCS by the Company. It is understood that this guaranty shall be continuing in nature and revocable only upon formal written consent by the CFO of PCS. Such revocation shall not apply to existing indebtedness but only on obligations arising subsequent thereto. In the event an action is commenced to enforce my obligations under this Personal Guaranty, I hereby agree to indemnify PCS for all attorney fees, court fees, and all other associated expenses. I have read this Personal Guaranty and understand the contents thereof.

Signature: _____

SSN: _____

Witness: _____

Address: _____

PCS Wireless – Corporate
11 Vreeland Rd
Florham Park, NJ 07932
(973) 805-7400
www.pcswww.com

BSR Furniture Order Confirmation



Dealer Name	
Address	
City/ State/ Zip	
Contact Name	
Phone Number	
E-Mail	
PCS Sales Rep.	

Check	DESCRIPTION	COST PER UNIT	QTY	COST
	BSR Cashwrap			
	Triple Display			
	Triple Display with Panels			
	Horizontal Sign			
	Center Island Junior			
	Wall Graphic Frame			
	Accessory Wall			
	Accessory Wall Junior			
	Cube Display			
	Rincon on Counter			
SUBTOTAL				
SHIPPING				
TOTAL				

- Prices on this order form does not including shipping cost
- Please click E-mail button to submit form when you have complete filled out