

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (“**Agreement**”) is between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**”) having its principal place of business at 12920 S.E. 38th Street, Bellevue, WA 98006 and (“**Contractor**”), an employee of an authorized third party T-Mobile Premium Retailer (“**Provider**”). T-Mobile and Contractor shall collectively be referred to as “**Parties**” and individually as a “**Party**” within this Agreement.

Background

Contractor, as an employee of Provider, will provide services to T-Mobile on behalf of Provider (“**Services**”) and in performing the Services, Contractor will need access to certain T-Mobile confidential information and proprietary systems. T-Mobile requires Contractor to read and accept the following terms and conditions under which such information must be protected and kept confidential by Contractor. This Agreement will be effective as of the date Contractor acknowledges and accepts the terms and conditions below.

Agreement

The Parties agree as follows:

1. T-Mobile may find it beneficial to disclose to Contractor, and Contractor may be exposed or have access to, certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, systems, drawings, maps, blueprints, diagrams, flow and other technical, financial or business information of T-Mobile, T-Mobile Information (as defined in Section 4 below), as well as third party information furnished under an obligation of confidentiality (“**Confidential Information**”). Information shall be deemed to be Confidential Information if it is marked confidential, if it is so identified orally by T-Mobile at the time of disclosure, or if, under the circumstances surrounding disclosure, it should reasonably be considered to be Confidential Information. Additionally, T-Mobile may confirm, within three (3) days of providing any information, that such information is to be treated as Confidential Information.
2. Contractor agrees to hold such Confidential Information in confidence, with at least the same standard of care used by a reasonably prudent person. Confidential Information shall be used solely for providing the Services, and Contractor agrees that s/he shall only disclose Confidential Information to those Provider and T-Mobile employees and consultants who have a need to know such Confidential Information in furtherance of the providing Services.
3. This Agreement shall not apply to any information that: (a) was previously known to Contractor free of any obligation to keep it confidential; (b) is or has become publicly known, through no wrongful act of either Party; (c) was rightfully received from a third party who is under no obligation of confidence to T-Mobile; (d) was independently developed by Contractor without use of Confidential Information that has been disclosed pursuant to this Agreement; or (e) was required to be disclosed in order to comply with applicable law or regulation (including without limitation for securities law purposes) or with any requirement imposed by any governmental or court order but only to the extent required. Prior to making any disclosure under subsection (e) above, Contractor shall: (i) immediately notify T-Mobile of the required disclosure upon receipt of a governmental or court order; and (ii) cooperate with T-Mobile in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to Contractor.
4. “**T-Mobile Information**” is any information about persons or entities that Contractor obtains in any manner from any source under this Agreement, which concerns prospective and existing customers or employees of (1) T-Mobile and its Affiliates, (2) T-Mobile's affinity marketing partners, (3) T-Mobile's contracting parties and (4) T-Mobile's data suppliers. T-Mobile Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, purchase information, product and service usage information, frequent flier information, account information, credit information, demographic information and any other personally identifiable information. T-Mobile Information is the Confidential Information of T-Mobile under the

Agreement. Contractor (a) may collect, store, access, use, process, maintain and disclose T-Mobile Information only to fulfill its performance of Services under the Agreement and for no other purpose, and (b) shall, without limiting any other obligations applicable to T-Mobile Information hereunder, treat all T-Mobile Information as Confidential Information of T-Mobile.

5. All Confidential Information shall remain the exclusive property of T-Mobile. The disclosure to Contractor of Confidential Information shall not constitute an express or implied grant to Contractor, of any rights to or under T-Mobile's patents, copyrights, trade secrets, trademarks or any other intellectual property rights. Upon T-Mobile's request, all Confidential Information shall be either returned to T-Mobile or destroyed and certified in writing that such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, Contractor will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement.
6. Contractor shall comply with T-Mobile's applicable written privacy and security policies that are or will be available to Contractor to view or to print electronically along with this Agreement. Compliance with T-Mobile policies shall not otherwise relieve Contractor of its duties to protect T-Mobile Information or other Confidential Information of T-Mobile.
7. Contractor shall immediately notify T-Mobile of any actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of T-Mobile, including without limitation any T-Mobile Information (each, a "Security Breach"). Contractor shall (a) assist T-Mobile in investigating, remedying and taking any other action T-Mobile deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; and (b) shall provide T-Mobile with assurance satisfactory to T-Mobile that such Security Breach or potential Security Breach will not recur.
8. Contractor shall not in any way or in any form distribute, disclose, publicize, issue press releases, or advertise in any manner, including, but not limited to, making representations in court pleadings (except as required under law), the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement or the information provided pursuant to this Agreement, or that any conversations or discussions are occurring or have occurred between the Parties, nor shall Contractor use T-Mobile's trademarks, trade names or other proprietary marks in any manner, without first obtaining the prior written consent of T-Mobile.
9. This Agreement shall continue for so long as Contractor remains an employee of Provider; provided however that the obligations contained in this Agreement shall survive termination of this Agreement for a period of three (3) years from termination of this Agreement.
10. Contractor will defend and indemnify T-Mobile, its Affiliates, and each of their respective officers, shareholders, directors and employees from and against any third party claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) that relate to any failure to comply with any obligation enumerated in this Agreement relating to T-Mobile Information.
11. This Agreement shall be governed by, constituted and enforced in accordance with the internal laws of the State of Washington, and shall be binding upon the parties hereto in the United States and worldwide. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other term hereof. The Parties agree to submit to the jurisdiction of any state court sitting in King County, Washington or any federal district court for the district in which such county is located. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement.
12. Contractor acknowledges that remedies at law may be inadequate to protect T-Mobile against any actual or threatened breach of this Agreement by Contractor or by its representatives and, without prejudice to any other rights and remedies otherwise available to T-Mobile, Contractor agrees to allow the seeking of injunctive or other equitable relief in T-Mobile's favor, without the requirement of providing proof of actual damages.
13. This Agreement contains the sole and entire agreement between the Parties related to the disclosure of

Confidential Information. This Agreement may only be modified in writing executed by both Parties. Should any provision of this Agreement be deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

14. This Agreement shall not create, nor will it create an obligation to form a joint venture, partnership or other formal business relationship of any kind nor will it prohibit either Party from engaging in similar discussions, relationships, or transactions with a similar purpose, with any other third party.
15. Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either Party.
16. If a legal action between the Parties arises from this Agreement or the conduct of any Party with respect to any Confidential Information, the prevailing Party shall recover from the other Party its reasonable attorney fees and costs. No waiver of any right under, or breach of, this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced.
17. The Parties agree that a breach of any provision in this Agreement may result in irreparable harm to T-Mobile, for which monetary damages may not provide a sufficient remedy; therefore, T-Mobile may seek both monetary damages and equitable relief.

Contractor hereby acknowledges, agrees to and accepts such terms and conditions of this Agreement by electronic acceptance of Contractor.