

Exhibit C

T-Mobile Service Agreements

1. Watson system generated form used for new line activations
2. POS receipt form used by T-Mobile Retail Stores for upgrade and contract extension transactions
3. iCAM system generated form used by T-Mobile Dealers for upgrade with contract extension or rate plan change transactions
4. CAM system generated form used in T-Mobile Retail Stores for rate plan changes without a phone purchase
5. Manual Service Agreement used for new line activations when Watson systems aren't available
6. Manual contract extension form used by T-Mobile Retail Stores and Dealers when CAM or iCAM systems aren't available

SERVICE AGREEMENT (Acct. Type: Personal)



Customer	Bob Johnson		
Customer ID (BAN)	123456789	Monthly Bill Cycle Date	10
Today's Date	4/5/2008		

Representative	Bob Smith
Store Name	WA: T-Mobile - Loehmann's Plaza
Store Phone	(425) 456-5669

Service Information - Not all features may be listed below

Activation	Start Date / Contract End Date	Rate Plan	Included	Overage	Add-On Features	Monthly Charges	1st Month Charges
(360) 123-4599 SIM: 890126000000018974 IMEI: 393300000443725		myFaves 1000	Whenever: 1000; Nights: 9999999; Weekend: 9999999; M to M: 0; SMS: 0; MMS: 0; Data: 0.	\$0.40/min \$0.40/min \$0.40/min \$0.40/min in: \$0.15/msg out: \$0.15/msg	Nat'l Roaming Enhanced Voicemail	\$49.99 \$0.00	\$49.99 \$0.00
Total Monthly Recurring Charges for this line of service (excluding taxes and surcharges):						\$79.98	\$79.98

CUSTOMER ACCEPTANCE: By signing this form or activating or using T-Mobile service, I agree that:

- I will be charged a \$35 Activation Fee and a monthly Regulatory Programs Fee (not a government-required tax or charge) of up to \$1.21 (subject to change without notice; plus tax) per line. These fees may not apply to certain data devices/services. International rates and roaming charges may apply. Certain rates are subject to change at any time. If I am a FlexPay customer, I will pay a monthly \$4.99 control charge for each line of service, unless I sign up for EasyPay automatic payments. I elect to receive my bill in [English/Spanish].
- My "Agreement" with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; and (c) any terms specific to my rate plan or service. **I can obtain copies of T-Mobile's Terms and Conditions and my rate plan specific terms at T-Mobile retail stores, at www.T-Mobile.com (www.T-Mobile.com.pr for Puerto Rico customers), or by calling Customer Care at (800) 937-8997 or 611 from my T-Mobile phone.** I have received and read my Agreement. The English version of this Agreement will control over any other version.
- Disputes. T-Mobile Requires ARBITRATION of disputes UNLESS I OPT-OUT WITHIN 30 DAYS OF ACTIVATION.** See T-Mobile's Terms and Conditions for details and for procedures available to Puerto Rico customers for appealing decisions to the Telecommunications Board of Puerto Rico.
- Cancellation and Return Policy.** For contracts of 1 year or more, I may cancel my service without paying a termination fee if I return all phones I acquired with my activation within **14 days from my activation (Return Period)**. The Return Period may be longer in some states. I may have to pay a restocking fee for any phone I return. **If my service (voice or certain data services or Add-On Features) is cancelled after the Return Period, I will be required to pay an EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE on contracts of 1-year or more.**
- I understand I may be unable to switch to certain rate plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.
- I authorize T-Mobile and its agents to obtain information about my credit history and to share that information with credit reporting agencies. If I am signing on behalf of a company, I am authorized to sign. T-Mobile can collect amounts due directly from me without first proceeding against the company.
- EasyPay.** I authorize T-Mobile to withdraw from my bank account or charge my credit/debit card for the monthly balance due on my account. T-Mobile will withdraw funds or charge my card 3 days before the due date on my account. I may stop a withdrawal or charge, and either of us may terminate EasyPay, by giving notice to the other party at least 3 business days before the next scheduled date of withdrawal or charge. I have the right to receive notice of all varying transfers from my bank account.

Signature: _____ Title (for business): _____ Date: _____

WATSON

T-Mobile
Fax:

REGISTER #
Trans #

Mobile #:
Mobile #:
Mobile #:

Customer No:

Sales Rep:

Quantity	Unit	SKU	Description	Price	Extension
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TOTAL

By signing this form or activating or using T-Mobile service, I acknowledge and agree that:

- My contract term(s) on the following line(s) of service is as follows:

Phone 1234567890 continues through: _____

Phone 1234567891 continues through: _____

Phone 1234567892 continues through: _____

IF MY SERVICE IS CANCELLED BEFORE THE END OF MY TERM, I WILL BE REQUIRED TO PAY AN EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE ON SERVICE CONTRACTS OF ONE YEAR OR MORE. If an upgrade required activation or continuation of a data service or add-on feature, the contract term extension and Early Termination Fee also apply to that service or feature.

- I understand I may be unable to switch to certain rate plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.

- An upgrade fee (plus applicable taxes) will be applied to upgrade contract extension transactions.
- I can cancel an upgrade contract extension if I return my upgraded Device within **14 days of my upgrade date** (may be longer in some states), and my service agreement will revert to the original term prior to the upgrade. I may be required to pay a restocking fee for Devices I return. I have reviewed and understand T-Mobile's Return Policy.

T-MOBILE REQUIRES ARBITRATION OF DISPUTES UNLESS I OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS.

- As cardholder of the card used in this transaction and referenced below, I acknowledge receipt of goods and/or services in the amount of the total shown on this receipt and agree to the obligations set forth above and in my agreement with the card issuer.

Cardholder Signature – XXXXXXXXXXXXX

Customer Signature

Return Policy:

Device Refunds. To receive a refund of a Device you purchased in conjunction with a new service activation on a contract plan or an upgrade contract extension (less rebates received and shipping costs), you must return the Device within 14 days of purchase. All original contents of your Device kit must be undamaged and in good working condition, and you must provide the original receipt. You must return all Devices to the sales channel through which you received the Device (i.e., retail store, web, telesales, etc.) You may return a Device without cancelling your new service activation or upgrade contract extension. All Devices received as part of a promotional offer (e.g. "Buy One Get One" etc.) must be returned for a refund. Limited Edition Devices are non-refundable.

You may be required to pay a restocking fee if you return your Device.

Devices Purchased without Service Activation on a Contract or an Upgrade Extension. To receive a refund of a Device purchased without a new service activation on a contract plan or an upgrade contract extension, you

1 of 2
POS upgrade

must return the Device within 30 days of purchase in compliance with the Device Refund policy outlined above. All terms and conditions of the Device Refund policy above shall apply.

Accessories. To receive a refund of any accessories purchased, you must return the accessories within 30 days of purchase with your original sales receipt to the sales channel through which you purchased the accessories (i.e., retail store, web, telesales, etc.)

Prepaid airtime and e-coupons are non-refundable.

SERVICE AGREEMENT (Acct. Type: Personal)

Customer	Bob Johnson		
Primary Phone	(425) 444-8888	Secondary Phone	(425) 444-9999
Customer ID (BAN)	123456789	Monthly Bill Cycle Date	10
Today's Date	4/5/2008		

Representative	Bob Smith
Store Name	WA: T-Mobile - Loehmann's Plaza
Store Phone	(425) 456-5669
Billing or Handset Questions	1-800-937-8997 (or 611 on Handset)

Service Information - Not all features may be listed below.

Mobile Number	Rate Plan	Contract Extension/End Date	Add-On Features	Monthly Charges	One Time Charges
(360) 123-4599 SIM: 890126000000018974 IMEI: 393300000443725	myFaves 1000	[Insert the Contract End Date or put N/A]		\$49.99 \$0.00	\$18.00 \$0.00

Total Monthly Recurring Charges for this Phone:	\$59.99	
Total One Time Charges:		\$36.00

CUSTOMER ACCEPTANCE: By signing this form or activating or using T-Mobile service, I agree that:

- The original term of my Agreement with T-Mobile will continue as noted above. **IF MY SERVICE (voice or certain data services or Add-On Features) IS CANCELLED BEFORE THE END OF MY TERM, I WILL BE REQUIRED TO PAY AN EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE.**

My selected plan:

- I understand I may be unable to switch to certain rate plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.
- I will be charged a monthly Regulatory Programs fee (not a government-required tax or charge) of up to \$1.21 (plus tax) per line of service, which is subject to change without notice. This fee may not apply to certain data devices/services.
- My "Agreement" with T-Mobile includes this document, T-Mobile's "Terms and Conditions", and any terms specific to my rate plan or service. I can obtain copies of T-Mobile's Terms and Conditions and my rate plan specific terms at T-Mobile retail stores and at www.T-Mobile.com (www.T-Mobile.com.pr for Puerto Rico customers). The English version of this Agreement will control over any other version.
- If I upgraded my Device, an upgrade fee, plus applicable taxes, will be applied to my next monthly invoice.
- I may not be able to return upgraded Devices that I have purchased. Warranty information is included in my Device box.
- **T-MOBILE REQUIRES ARBITRATION OF DISPUTES UNLESS I OPTED-OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS.**

Signature: _____

Title (Required for business): _____ Date: _____

ICAM

SERVICE AGREEMENT (Acct. Type: Personal)

Customer	Bob Johnson		
Primary Phone	(425) 444-8888	Secondary Phone	(425) 444-9999
Customer ID (BAN)	123456789	Monthly Bill Cycle Date	10
Today's Date	4/5/2008		

Representative	Bob Smith
Store Name	WA: T-Mobile - Loehmann's Plaza
Store Phone	(425) 456-5669
Billing or Handset Questions	1-800-937-8997 (or 611 on Handset)

Service Information - Not all features may be listed below.

Mobile Number	Rate Plan	Contract Extension/End Date	Add-On Features	Monthly Charges	One Time Charges
(360) 123-4599 SIM: 890126000000018974 IMEI: 393300000443725	myFaves 1000	[Insert the Contract End Date or put N/A]		\$49.99 \$0.00	\$18.00 \$0.00

Total Monthly Recurring Charges for this Phone:	\$59.99	
Total One Time Charges:		\$36.00

CUSTOMER ACCEPTANCE: By signing this form or activating or using T-Mobile service, I agree that:

- The original term of my Agreement with T-Mobile will continue as noted above. **IF MY SERVICE (voice or certain data services or Add-On Features) IS CANCELLED BEFORE THE END OF MY TERM, I WILL BE REQUIRED TO PAY AN EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE.**

My selected plan:

- I understand I may be unable to switch to certain rate plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.
- I will be charged a monthly Regulatory Programs fee (not a government-required tax or charge) of up to \$1.21 (plus tax) per line of service, which is subject to change without notice. This fee may not apply to certain data devices/services.
- My "Agreement" with T-Mobile includes this document, T-Mobile's "Terms and Conditions", and any terms specific to my rate plan or service. I can obtain copies of T-Mobile's Terms and Conditions and my rate plan specific terms at T-Mobile retail stores and at www.T-Mobile.com (www.T-Mobile.com.pr for Puerto Rico customers). The English version of this Agreement will control over any other version.
- **T-MOBILE REQUIRES ARBITRATION OF DISPUTES UNLESS I OPTED-OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS.**

Signature: _____

Title (Required for business): _____ Date: _____

CAM rate plan change

For Office Use Only

Date _____ New Add-on Representative _____
 Account # _____ Store Name _____ Location Phone _____
 For questions, visit my.t-mobile.com (www.T-Mobile.com/pr for Puerto Rico customers), or call (800) 937-8997 or 611 from your T-Mobile phone.

Customer/Business Information

Name _____ Driver's License # and State _____
 Business Name _____ E-mail _____
 Address _____ Daytime Phone _____
 City, State, ZIP _____ Date of Birth _____
 PIN _____ SS # or Federal Tax ID # _____

Service Information

LINE 1 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

LINE 2 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

LINE 3 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

Off-site Sales

This Notice to Buyer is for purchases of services at off-site sales events. Do not sign this agreement if any of the spaces intended for the agreed terms are left blank. You are entitled to a copy of this agreement at the time you sign it. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges (if any). You may cancel this agreement in accordance with the "Cancellation and Return Policy" provisions contained in the "Customer Acceptance" section. The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

Customer Acceptance

BY SIGNING THIS FORM OR ACTIVATING OR USING T-MOBILE SERVICE, I ACKNOWLEDGE AND AGREE THAT:

- I will be charged a \$35 Activation Fee and a monthly Regulatory Programs Fee (not a government-required tax or charge) of up to \$1.21 (subject to change without notice; plus tax) per line. These fees may not apply to certain data devices/services. I will pay a monthly \$4.99 control charge for each FlexPay line of service, unless I sign up for EasyPay automatic payments. International rates and roaming charges may apply. **Certain rates are subject to change at any time.** I elect to receive my bill in [English/Spanish].
- My "Agreement" with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; and (c) any terms specific to my rate plan or service. **I can obtain copies of T-Mobile's Terms and Conditions and my rate plan's specific terms at T-Mobile retail stores, at www.T-Mobile.com (www.T-Mobile.com/pr for Puerto Rico customers), or by calling Customer Care at (800) 937-8997 or 611 from my T-Mobile phone.** I have received and read my Agreement. The English version of this Agreement will control over any other version.
- **Disputes. T-Mobile requires ARBITRATION of disputes UNLESS I OPT OUT WITHIN 30 DAYS OF ACTIVATION.** See T-Mobile's Terms and Conditions for details and for procedures available to Puerto Rico customers for appealing decisions to the Telecommunications Board of Puerto Rico.
- **Cancellation and Return Policy.** For contracts of one year or more, I may cancel my service without paying a termination fee if I return all devices I acquired with my activation within **14 days from my activation (Return Period).** The Return Period may be longer in some states. I may have to pay a restocking fee for any phone I return. **If my service (voice or certain data services or Add-On Features) is cancelled after the Return Period, I will be required to pay an EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE on contracts of one year or more.**
- **I may be unable to switch to certain rate plans or other services, or there may be fees or restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**
- **I authorize T-Mobile and its agents to obtain information about my credit history and to share that information with credit reporting agencies.** If I am signing on behalf of a company, I am authorized to sign. T-Mobile can collect amounts due directly from me without first proceeding against the company.
- **Payment and EasyPay.** Security Deposit _____ Credit Card: MC Visa AmEx Other
 Credit Card # _____ Exp. _____ Authorization # _____
 Bank Acct. Routing Transit # _____ Account # _____
- **I elect to enroll in EasyPay (initials) _____.** I authorize T-Mobile to withdraw from my bank account or charge my credit/debit card for the monthly balance due on my account. T-Mobile will withdraw funds or charge my card 3 days before the due date on my account. I may stop a withdrawal or charge, and either of us may terminate EasyPay, by giving notice to the other party at least 3 business days before the next scheduled date of withdrawal or charge. I have the right to receive notice of all varying transfers from my bank account.

Signature: _____ Date: _____ Title (required for business): _____

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For Office Use Only

Date _____ New Add-on Representative _____
 Account # _____ Store Name _____ Location Phone _____
 For questions, visit my.t-mobile.com (www.T-Mobile.com/pr for Puerto Rico customers), or call (800) 937-8997 or 611 from your T-Mobile phone.

Customer/Business Information

Name _____
 Business Name _____
 Address _____ Daytime Phone _____
 City, State, ZIP _____
 PIN _____

Service Information

LINE 1 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

LINE 2 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

LINE 3 Mobile # _____ Rate Plan _____
Monthly Charges _____ **Overage Charges** _____ **1st Month Prorated Charges** _____
 Service Included _____ **Add-on Features** _____
 SIM # _____ IMEI # _____
 Contract Start Date _____ Contract End Date _____ Monthly Equipment Protection Yes No

Off-site Sales

This Notice to Buyer is for purchases of services at off-site sales events. Do not sign this agreement if any of the spaces intended for the agreed terms are left blank. You are entitled to a copy of this agreement at the time you sign it. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges (if any). You may cancel this agreement in accordance with the "Cancellation and Return Policy" provisions contained in the "Customer Acceptance" section. The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

Customer Acceptance

BY SIGNING THIS FORM OR ACTIVATING OR USING T-MOBILE SERVICE, I ACKNOWLEDGE AND AGREE THAT:

- I will be charged a \$35 Activation Fee and a monthly Regulatory Programs Fee (not a government-required tax or charge) of up to \$1.21 (subject to change without notice; plus tax) per line. These fees may not apply to certain data devices/services. I will pay a monthly \$4.99 control charge for each FlexPay line of service, unless I sign up for EasyPay automatic payments. International rates and roaming charges may apply. **Certain rates are subject to change at any time.** I elect to receive my bill in [English/Spanish].
- My "Agreement" with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; and (c) any terms specific to my rate plan or service. **I can obtain copies of T-Mobile's Terms and Conditions and my rate plan's specific terms at T-Mobile retail stores, at www.T-Mobile.com (www.T-Mobile.com/pr for Puerto Rico customers), or by calling Customer Care at (800) 937-8997 or 611 from my T-Mobile phone.** I have received and read my Agreement. The English version of this Agreement will control over any other version.
- **Disputes. T-Mobile requires ARBITRATION of disputes UNLESS I OPT OUT WITHIN 30 DAYS OF ACTIVATION.** See T-Mobile's Terms and Conditions for details and for procedures available to Puerto Rico customers for appealing decisions to the Telecommunications Board of Puerto Rico.
- **Cancellation and Return Policy.** For contracts of one year or more, I may cancel my service without paying a termination fee if I return all devices I acquired with my activation within **14 days from my activation (Return Period).** The Return Period may be longer in some states. I may have to pay a restocking fee for any phone I return. **If my service (voice or certain data services or Add-On Features) is cancelled after the Return Period, I will be required to pay an EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE on contracts of one year or more.**
- **I may be unable to switch to certain rate plans or other services, or there may be fees or restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**
- **I authorize T-Mobile and its agents to obtain information about my credit history and to share that information with credit reporting agencies.** If I am signing on behalf of a company, I am authorized to sign. T-Mobile can collect amounts due directly from me without first proceeding against the company.
- **Payment and EasyPay.** Security Deposit _____ Credit Card: MC Visa AmEx Other
 Credit Card # _____ Exp. _____ Authorization # _____
 Bank Acct. Routing Transit # _____ Account # _____
- **I elect to enroll in EasyPay (initials) _____.** I authorize T-Mobile to withdraw from my bank account or charge my credit/debit card for the monthly balance due on my account. T-Mobile will withdraw funds or charge my card 3 days before the due date on my account. I may stop a withdrawal or charge, and either of us may terminate EasyPay, by giving notice to the other party at least 3 business days before the next scheduled date of withdrawal or charge. I have the right to receive notice of all varying transfers from my bank account.

Signature: _____ Date: _____ Title (required for business): _____

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T-Mobile Handset Upgrade Agreement

Visit www.my.tmobile.com to check minutes, pay bills online, change rate plans and features, and more. As always, you can receive assistance with your service by visiting a T-Mobile Retail Store or by calling Customer Care at 611 from your T-Mobile phone or dialing 1-800-937-8997.

Customer Agreement

I understand and agree that as of the date of this Agreement below, my contract term(s) on the following line(s) of service is as follows:

Phone	_____	continues through	_____
Phone	_____	continues through	_____
Phone	_____	continues through	_____
Phone	_____	continues through	_____
Phone	_____	continues through	_____

- **IF MY SERVICE IS CANCELLED BEFORE THE END OF MY TERM, I WILL BE REQUIRED TO PAY AN EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE ON SERVICE CONTRACTS OF ONE YEAR OR MORE. If my upgrade required activation or continuation of a data service or add-on feature, the contract term extension and Early Termination Fee also apply to that service or feature.**
- **I understand I may be unable to switch to certain rate plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**
- **An upgrade fee, plus applicable taxes, will be applied to upgrade contract extension transactions.**
- **I can cancel an upgrade contract extension if I return my upgraded Device within 14 days of my upgrade date (may be longer in some states), and my service agreement will revert to the original term prior to the upgrade. I may be required to pay a restocking fee for Devices I return. I have reviewed and understand T-Mobile's Return Policy.**
- **T-MOBILE REQUIRES ARBITRATION OF DISPUTES UNLESS I OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS.**

Customer Name

Customer Signature

Date

Exhibit D

T-Mobile Electronic Device Display

Images displayed when customer uses electronic display unit to purchase T-Mobile services. Page displayed will be determined by the rate plan choice as indicated on each display image.

1. Post Paid plan language
2. Flex Pay plan language
3. Other
4. Upgrade extension
5. Rate Plan change form

Post Pay service agreements

(All Post paid, 0month term)

- My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.
- I have selected a rate plan with a 1 month term. Depending on my rate plan, I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.
- T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.
- I must pay a \$35 Activation Fee and a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).
- I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.

(All Post paid, 12 month term)

- My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.
- Depending on my rate plan, I may be required to pay a \$35 Activation Fee per line and the length of my contract term(s) may continue as stated on my service agreement, or I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.
- T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.
- I must pay a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).
- I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.

(Post paid)

- My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.
- I have selected a rate plan with a 24 month term. Depending on my rate plan, I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.
- T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.
- I must pay a \$35 Activation Fee and a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).
- I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.

Flexpay service agreements

(0 months contract)

- **My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.**
- **I have selected a rate plan with a 1 month term. Depending on my rate plan, I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.**
- **T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.**
- **I must pay a \$35 Activation Fee and a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).**
- **I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**

(12 months contract)

- **My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.**
- **Depending on my rate plan, I may be required to pay a \$35 Activation Fee per line and the length of my contract term(s) may continue as stated on my service agreement, or I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.**
- **T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.**
- **I must pay a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).**
- **I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**

(24 months contract)

- **My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.**
- **I have selected a rate plan with a 24 month term. Depending on my rate plan, I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period**
- **T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.**
- **I must pay a \$35 Activation Fee and a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).**
- **I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**

Migrations from Legacy to Even More or Even More Plus

(Legacy to NEO (EM/EMP) Migration)

- **My Contract includes my Service Agreement, T-Mobile's Terms and Conditions, and any terms specific to my service.**
- **Depending on my rate plan, I may be required to pay a \$35 Activation Fee per line and the length of my contract term(s) may continue as stated on my service agreement, or I may be required to pay an Early Termination Fee of up to \$200 per line, if my service is cancelled after the Return Period.**
- **T-Mobile requires individual arbitration of disputes unless I opt-out within 30 days of activating.**
- **I must pay a monthly Regulatory Programs Fee of \$1.21 per line (these are T-Mobile charges).**
- **I may be unable to switch plans or services, and fees and restrictions may apply, including a per line Early Termination Fee and a new \$35 per line Activation Fee.**

Other

(easy pay)

I have had the opportunity to review my Agreement and I agree to the current version of T-Mobile's Terms and Conditions.

EasyPay. I authorize T-Mobile to withdraw from my bank account or charge my credit/debit card for the monthly balance due on my account. T-Mobile will withdraw funds or charge my card 3 days before the due date on my account. I may stop a withdrawal or charge, and either of us may terminate EasyPay, by giving notice to the other party at least 3 business days before the next scheduled date of withdrawal or charge. I have the right to receive notice of all varying transfers from my bank account.

- **My contract term is extended for 24 months.**
- **If my service is cancelled before the end of my term, I must pay an Early Termination Fee of up to \$200 per line.**
- **Fees and other restrictions may apply to switch services, including an Early Termination Fee and a new \$35 Activation Fee, for each line.**
- **An upgrade fee will apply to all upgrade contract extensions.**
- **T-Mobile requires arbitration of disputes unless I opt-out within 30 days of activating.**

- **My contract term(s) will continue as stated on my service agreement.**
- **If my service is cancelled before the end of my term, I must pay an Early Termination Fee of up to \$200 per line.**
- **Fees and other restrictions may apply to switch services, including an Early Termination Fee and a new \$35 Activation Fee, for each line.**
- **An upgrade fee will apply to all upgrade contract extensions.**
- **T-Mobile requires arbitration of disputes unless I opt-out within 30 days of activating.**

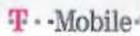
Exhibit E

T-Mobile.Com Online Purchase Path Screen Prints

From T-Mobile.com

1. Plans page
2. Phones page
3. Cart page
4. Customer Information page
5. Payment information page
6. Order review page
7. Order confirmation page

Plans Page



Discover Shop Connect and Share Support

Phones Plans Services Accessories Deals Business

Coverage | Store Locator | MyCart | Bellevue, WA

My T-Mobile:

English | Español

Home > Plans > Even More Plans

What type of plan are you looking for?

Even More
Even More Plus
Prepaid
T-Mobile @Home
Internet & Email
Business

Plan Type

Individual
 Family

Even MoreSM Plans

2 Year Contract required

Even More Plans offer the outstanding combination of affordability and dependable nationwide coverage. Unlimited plans start as low as \$59.99 per month. So now you can get even more of everything-except price.

Want lower monthly costs with no annual contract? Check out [Even More Plus](#) plans, which offer our best monthly rates.

All Even More Plans include:

- FREE nationwide T-Mobile to T-Mobile calling
- FREE Nights and Weekends
- FREE Coverage Alerts for non-unlimited plans
- Whenever MinutesSM you can use anytime

Your cart is empty

To check out, you'll need to add a phone and a plan.

New Line 1

- 1 Plan
[Select a plan](#)
- 2 Phone
[Select a phone](#)
- 3 Services
[Add services](#)
- 4 Accessories
[Add accessories](#)

Want help with your order?
1-877-353-2044

Want to keep your number?

[Find out how >](#)

FAQ

Can I call others on my FamilyTime plan for free?

Are there any other charges besides the plan amount?

Pick your plan.

Individual Plans

Even More Individual Plans offer the outstanding combination of affordability and dependable nationwide coverage. Unlimited plans start as low as \$59.99 per month. So now you can get even more of everything except price.

Even More Unlimited Talk	Unlimited Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$59.99	<input type="button" value="add to cart"/>	<input type="button" value="compare"/>
Even More 1000 Talk	1000 Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$49.99	<input type="button" value="add to cart"/>	<input type="checkbox"/> compare
Even More 500 Talk	500 Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$39.99	<input type="button" value="add to cart"/>	<input type="checkbox"/> compare

Family Plans

Even More Family Plans offer you and your crew the outstanding combination of affordability and dependable nationwide coverage. Unlimited plans start as low as \$99.99 per month. So now you can give your family even more for even less. Each family plan includes two lines that share the features described below.

Even More for Families Unlimited Talk	Unlimited Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$99.99	<input type="button" value="add to cart"/>	<input type="button" value="compare"/>
Even More for Families 1500 Talk	1500 Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$79.99	<input type="button" value="add to cart"/>	<input type="checkbox"/> compare
Even More for Families 750 Talk	750 Whenever Minutes Unlimited Nights and Weekends Unlimited T-Mobile to T-Mobile calling	\$59.99	<input type="button" value="add to cart"/>	<input type="checkbox"/> compare

Unlimited line offer, subject to change. Taxes and fees additional. Unlimited features are only for direct communication between two people. Credit approval & 2-year agreement required. Up to \$200 fine, early cancellation fee applies. \$35 fine activation fee may be required. If you switch plans, you may be bound by existing contract term (and related \$200 fine early contract termination fee) and \$35 Slow Burn Minute Plus activation fee may apply. You may be unable to switch to some plans. Promos and other business/cancellation discounts may not be available.

Shop: [Check Order Status](#) | [Return Policy](#) | [HotSpot](#) | [Business](#) | [Puerto Rico](#)

T-Mobile for: [Developers](#) | [Retailers](#) | [Affiliates](#)

Company: [About T-Mobile](#) | [Jobs](#) | [Press](#) | [Deutsche Telekom](#) | [International](#) | [Contact Us](#)

Legal: [Privacy Policy](#) | [Privacy Resources](#) | [Language Assistance](#) | [Public Safety 911](#) | [Terms & Conditions](#) | [Terms of Use](#)

©2002-2010 T-Mobile USA, Inc.

[Site Map](#)

Cart Page

Home > My Cart

My Cart

Please Note: Prices reflected on T-Mobile.com are only honored if you purchase online. You can still print this page as a reminder or call our helpline line at 1-877-334-7151 to purchase. Pricing can vary from what is shown on T-Mobile.com.

FREE SHIPPING on all phones

Questions? [Chat Online](#)
Let's chat >

[check out](#)

Item	Price	Quantity	Total due today
Even More 1000 Talk Plan with Samsung Comeback - Pearl White Plum		1 update quantity - remove package	
Even More 1000 Talk Whenever minutes: 1000 Weekend minutes: unlimited Weeknights minutes: unlimited more details >	\$49.99 \$49.99 per month This charge will be applied to the monthly payment.	change plan >	
 Samsung Comeback - Pearl White Plum Video Messaging 2 Megapixel Camera with Video Capture E-mail more details >	Suggested retail: \$170.00 With only discount: \$100.00 FREE To transfer your existing phone number to T-Mobile, check eligibility now. This charge will be included in the total due today.	change phone >	\$0.00
Premium Handset Protection Bundle add services > add accessories >	\$5.99 \$5.99 per month This charge will be applied to the monthly payment.	remove service >	

Promotion Code ID

* If you have a valid promotional code, enter it here in ALL CAPS. Promotional code will be applied to total during checkout.

[Continue Shopping](#)
[See phones >](#)
[See plans >](#)
[See packages >](#)
[See services >](#)
[See accessories >](#)

Estimated tax, shipping, and handling: ---

[Shipping options](#)

Total due today* **\$0.00**

Total due monthly** **\$55.99**

One time activation fee† **\$35.00**

You will have another chance to review your order before it is finalized.

[Print Cart](#)

[save cart](#)

[checkout](#)

[Clear Cart](#)



* Tax, shipping, and handling will be noted when the shipping address is provided.

** Total due today (includes tax, shipping, and handling). Total fees will be calculated on the checkout page. Total does not reflect the price after any mail-in rebates.

† Total due monthly: This is the amount you will pay in advance each month for continued service, unless you change your service or handset (including taxes and fees).

‡ The activation fee is a one-time charge of \$35.00 per line that will appear on the first invoice being generated. Not applicable for T-Mobile Prepaid customers.

Prices exclusive to T-Mobile.com with 5-year activation on qualifying line plan. Price varies by offer details. Tax and shipping charges (if applicable) apply. Some activation and/or service restrictions.

Customer Information Page



Customer Information

Enter billing address information(*required)

First name* Middle initial

Last name*

Street address*

Address line 2

City*

State* Zip Code*

Primary phone*

Secondary phone

E-mail* < Required for order confirmation.

100% Secure
Encryption of personal
information, powered
by VeriSign®

Help
Questions about your
order? Call us at
1-877-334-7157 for
help.

Enter shipping address information(*required)

Same as billing address? < Package must be shipped to name on credit card. An adult at least 18 years old must sign to take delivery of all shipments.

Street address* < T-Mobile cannot ship to P.O. boxes.

Address line 2

City*

State* Zip Code*

Contact phone*

Choose a shipping option

Shipping information

We recommend overnight delivery if you are transferring your phone number to ensure continuous service.

- Standard (FREE)
2-4 business days
- Overnight (\$11.99)
1 business day

Want to transfer your number?

If you have an existing number with another carrier, you may be able to transfer your number to T-Mobile.

SAM T559 PEARL WHITE PLUM KIT

- No thanks. I'd like a new number.
- Yes, I'd like to transfer my number.

Payment Information Page

Payment Information

We're sorry. There appears to be an error in one or more of your entries. Please scroll down for more information.

Enter your credit approval information (*required)

ID type*	Driver's License
ID number*	XXXXXXXX
Issuing state	NC
Social Security number*	XXX-XX-XXXX
Confirm Social Security number*	XXX-XX-XXXX
Date of birth*	Oct 1 1959

T-Mobile uses the information required under billing and credit information to renew your credit history for the purpose of monthly billing. To assist in verifying your identity and help protect you from identity theft, your Social Security number is required for all online and telephone purchases. **This information will not be used for any other purpose.**

If you do not wish to provide your Social Security number, you may purchase your phone in one of our T-Mobile retail stores. [Please see T-Mobile's Privacy Notice](#) for further details.

Enter your credit card information (*required)

Card type*	Select credit card
Credit card number*	
Expiration*	Sep / 2012
CVV / CID credit card security number*	

Please complete this required field.

(Required to receive credit check approval. Even if your device is free, your card will be authorized (but not charged) for a minimum of \$1.00 as part of the approval process.

[Why do we ask?](#)

Please sign me up for EasyPay! For your convenience, your recurring monthly charges for this order can be charged to your credit card. Otherwise, you will receive a separate monthly statement for this order. You may change your billing options later by visiting My T-Mobile. Please see [EasyPay's offer details](#) for more information.

Please read the T-Mobile Terms and Conditions and the Payment Terms and Conditions below. (*required)

[Printer-friendly version](#)

T-MOBILE TERMS AND CONDITIONS for
Your Agreement with T-Mobile | One-Time Payment

Your agreement with T-Mobile includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions for other services, and your Rate Plan terms (collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). The terms of your Rate Plan are available at www.t-mobile.com and at our retail locations. To the extent any term in your Rate Plan

By expressing my agreement via this website, or by activating or using T-Mobile service, I understand and agree to the above T-Mobile Terms and Conditions, One-Time Payment and EasyPay terms set forth immediately above, and I further agree to these T-Mobile Contract Terms:

- I HAVE SELECTED A RATE PLAN WITH A FIXED TERM OF TWENTY-FOUR (24) MONTHS.
- I will be charged a monthly Regulatory Programs Fee (not a government-required tax or charge) of up to \$1.21 (subject to change without notice; plus tax) per line. These fees may not apply to certain data devices/services. International rates and roaming charges may apply. Certain rates are subject to change at any time.
- **Cancellation and Return Policy.** For contracts of 1 year or more, I may cancel my service without paying a termination fee if I return all phones I acquired with my activation within 20 days from my activation (Return Period). The Return Period may be longer in some states. I may have to pay a restocking fee for any phone I return. If my service (voice or certain data services or Add-On Features) is cancelled after the Return Period, I will be required to pay an EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE on contracts of 1-year or more.
- My "Agreement" with T-Mobile includes: (a) T-Mobile's Terms and Conditions above; (b) these T-Mobile Contract Terms; and (c) any terms specific to my Rate Plan or service.
- You will receive a streamlined bill without call detail, or a detailed bill if you request one, subject to any applicable fee, unless you have a FlexPay or Prepaid account. View your bill and call details online for free. Log into your account at My T-Mobile.
- I understand I may be unable to switch to certain Rate Plans or other types of service, or there may be fees or other restrictions associated with switching, including a per line Early Termination Fee and a new \$35 per line Activation Fee.
- **Disputes. T-Mobile Requires ARBITRATION of disputes UNLESS I OPT-OUT WITHIN 30 DAYS OF ACTIVATION.** Details and procedures available to Puerto Rico customers for appealing decisions to the Telecommunications Board of Puerto Rico are above in T-Mobile's Terms and Conditions.
- I authorize T-Mobile and its agents to obtain information about my credit history and to share that information with credit reporting agencies.

To avoid delays in your shipment, please verify all information. To acknowledge that you accept the above T-Mobile Terms and Conditions and T-Mobile Contract Terms, please type "yes" in the field below and click "I AGREE". You will have another chance to review your order before it is finalized.

Do you accept the terms and conditions?

Order Review Page

Order Review

Your order is not yet complete. Please review and select PLACE ORDER.

[Para ver esta pagina en español, pulsa aquí >](#)

100% Secure
Encryption of personal
information, powered
by VenSign®

Order Summary

Item	Price	Quantity	Total
Even More 1000 Talk Plan with SAM T559 PEARL WHITE PLUM KIT			
Even More 1000 Talk	\$49.99 per month		
SAM T559 PEARL WHITE PLUM KIT	Free	1	\$0.00
PHP Bundle	\$5.99 per month		
	Shipping and handling		\$0.00
	Tax		\$0.00
	Total due today*		0.00
	Total due monthly**		55.98
	One-time activation fee†		\$35.00

[Change >](#)

Help
Questions about your
order? Call us at
1-877-334-7157 for
help.

* Total due today - This is the total amount due today. Total does not reflect final price after any mail-in rebates.

** Total due monthly - This is the normal amount you will be charged every month for your continued service (it does not include charges for minutes you use over your monthly minutes, or other services, taxes, and fees). Not applicable for T-Mobile Prepaid customers.

† Activation fee - This is a one-time charge of \$35.00 per line that will appear on the first monthly billing statement. Not applicable for T-Mobile Prepaid customers.

If you have inadvertently selected duplicate optional services for your wireless package, the duplicate selections will be removed when the package is activated.

Billing information

Billing address

██████████
██████████
██████████
██████████
██████████

[Change >](#)

Payment method

VISA

██████████
██████████

[Change >](#)

Shipping information

Shipping address

██████████
██████████
██████████
██████████

[Change >](#)

Shipping method

Standard

FREE

2-4 business days

[Change >](#)

E-mail

Your e-mail address is: ██████████

[Change >](#)

Your order will be complete when you press this button:



Order Confirmation Page

Thank you [REDACTED]!

Order Number [REDACTED]

Please print a copy of this page for your records.



[Printer-friendly version](#)

Para ver esta pagina en español, pulsa aquí >

You will receive an order confirmation e-mail at [REDACTED].
Any applicable rebate information will be included with your shipment.

Please note that your first bill with prorated monthly charges will arrive in 2-3 weeks.

How'd we do? [Tell us what you think and take our survey!](#)

Order Summary on 01/18/2010 at 11:45 AM CT

Item	Price	Quantity	Total
Even More 1000 Talk Plan with SAM T559 PEARL WHITE PLUM KIT			
Even More 1000 Talk	\$49.99 per month		
SAM T559 PEARL WHITE PLUM KIT	\$0.00	1	\$0.00
PHP Bundle	\$5.99 per month		
	Shipping and handling		\$0.00
	Tax		\$0.00
	Total due today*		0.00
	Total due monthly**		55.98
	One-time activation fee†		\$35.00

* Total due today - This is the total amount due today. Total does not reflect final price after any mail-in rebates.

** Total due monthly - This is the normal amount you will be charged every month for your continued service (it does not include charges for minutes you use over your monthly minutes, or other services, taxes, and fees). Not applicable for T-Mobile Prepaid customers.

† Activation fee - This is a one-time charge of \$35.00 per line that will appear on the first monthly billing statement. Not applicable for T-Mobile Prepaid customers.

California customers can visit the California Public Utilities Commission's website at www.calphoneinfo.com for information about ways to protect against fraud.

My T-Mobile



Manage your account, personalize your phone, get support information, and more!

[Learn more >](#)

About your phone



**SAM T559
PEARL WHITE
PLUM KIT**

Get info, tips and FAQs about your new phone.

Help
Questions about your order? Call us at 1-877-387-4324 for help.

Exhibit F

T-Mobile In-Store Collateral for Service and Rate Plans

Used at all stores, T-Mobile Retail and Dealer locations

- 1. Even More Plus – Individual Plans**
- 2. Even More – Individual Plans**
- 3. Even More Plus – Family Plans**
- 4. Even More – Family Plans**
- 5. Flex Pay**

T-Mobile® Even More Plus™

Individual Plans

T-Mobile

Pick your plan.

Connect the way you want.

- No annual contract
- FREE nationwide T-Mobile to T-Mobile calling
- FREE Nights and Weekends
- FREE Overage Alerts
- WHENEVER Minutes* you can use to call ... whenever

WHENEVER Minutes	Talk	Talk + Text	Talk + Text + Web
500	\$29 ⁹⁹	\$39 ⁹⁹	\$59 ⁹⁹
1000	\$39 ⁹⁹	\$49 ⁹⁹	\$69 ⁹⁹
Unlimited	\$49 ⁹⁹	\$59 ⁹⁹	\$79 ⁹⁹

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access for smartphones only.

Additional Add-ons	Monthly Cost
Unlimited Web for Smartphones (Only available for Talk plans)	\$25
Unlimited Web for Other Phones (Only available for Talk plans and Talk + Text plans)	\$10

Pick your phone.

Get the phone you really want with our convenient **Equipment Installment Plan**.

With our Equipment Installment Plan, you can spread out the cost of the phone over time with interest-free payments.* Your first payment is due upon purchase, and the remaining payments will be charged to your monthly bill. It's that easy.

Also, don't forget to ask about Premium Handset Protection* to protect your investment.

Overage Alerts

Overage Alerts can help you avoid unexpected high wireless bills. T-Mobile will now automatically notify you when you come close to exceeding your plan's WHENEVER Minutes, and again when your WHENEVER Minutes are used up. With T-Mobile Overage Alerts, you'll know when additional charges will apply, so you won't be surprised by high wireless bills again.

Overage Alerts are included in your plan but can be discontinued with a simple opt-out request.

Questions? Ask a Sales Associate about any new offers or visit www.T-Mobile.com.

T-Mobile stick together™

* **Equipment Installment Plan:** Available at participating locations only, for purchase of devices or accessories above \$19.99. Availability and amount of financing **subject to credit approval**. Initial payment required at time of purchase, in addition to payment of any unfinanced portion. Qualifying plan required; account must be in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply.

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to services used, originating and received within the U.S. (unless stated otherwise). Not all features or plans available on all devices. Unlimited features are only for direct communication between two people. **General Terms:** \$35 per line activation fee may be required. If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and additional \$35/line plan activation fee may apply. You may be unable to switch to some plans. Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.21 per line/month applies. Taxes approx. 6%-26% of your monthly bill. Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay) to FlexPay. **Overage usage extra;** partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 5:59 a.m. Monday-Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** T-Mobile is not liable for content of messages/attachments or for any failures, delays or errors in any T-Mobile-generated alerts or notifications. You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Coverage:** Service not available everywhere; 3G coverage in limited markets. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** View bill details at my.t-mobile.com. Summary paper bill available to postpaid customers for \$1.50/month (more for detailed bills). Billing dates/cycle subject to change. See brochures and **T-Mobile's Terms and Conditions (including arbitration provision)** at www.t-mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together and Premium Handset Protection are registered trademarks, and Even More Plus is a service mark, of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc.

T5432.1.4x9.INDW

T-Mobile® Even More™ Individual Plans

T-Mobile

Pick your plan.

Connect the way you want.

- Two-year agreement required
- FREE nationwide T-Mobile to T-Mobile calling
- FREE Nights and Weekends
- WHENEVER Minutes® you can use to call ... whenever

WHENEVER Minutes	Talk	Talk + Text	Talk + Text + Web
500	\$39 ⁹⁹	\$49 ⁹⁹	\$79 ⁹⁹
1000	\$49 ⁹⁹	\$59 ⁹⁹	\$89 ⁹⁹
Unlimited	\$59 ⁹⁹	\$69 ⁹⁹	\$99 ⁹⁹

Prices reflect monthly recurring charges, taxes and fees additional. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access for smartphones only.

Additional Add-ons	Monthly Cost
Unlimited Web for Smartphones (Only available for Talk plans)	\$30
Unlimited Web for Other Phones (Only available for Talk plans and Talk + Text plans)	\$10

Optional Features

Don't forget to ask about Premium Handset Protection® to protect your investment.

Questions? Ask a Sales Associate or visit www.T-Mobile.com.

T-Mobile® stick together™

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. Unlimited features are only for direct communication between two people. **General Terms:** Credit approval, \$35 per line activation fee and two-year agreement may be required. Up to \$200/line early cancellation fee applies to two-year agreements (ask Sales Associate for details and other options). If you switch plans you may be bound by existing contract term (and related \$200/line early cancellation fee) and additional \$35/line plan activation fee may apply. You may be unable to switch some plans. **Regulatory Programs Fee** (not a tax or government-mandated charge) of \$1.21 per line/month applies. Taxes approx. 6%-28% of your monthly bill. **Per month, per line \$4.99 Control Charge** applies (unless enrolled in Easy Pay) to FlexPay. **Overage usage extra;** partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday - Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Coverage:** Service not available everywhere; 3G coverage in limited markets. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** View bill details at my.t-mobile.com. Summary paper bills available to postpaid customers for \$1.50/month (more for detailed bills). Billing dates/cycle subject to change. See brochures and **T-Mobile's Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together and Premium Handset Protection are registered trademarks, and Even More is a service mark, of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc.

T5432.1.4x9.TraIND

T-Mobile® Even More Plus™

Family Plans

T-Mobile

Pick your plan.

Connect the way you want.

- No annual contract
- FREE nationwide T-Mobile to T-Mobile calling
- FREE Nights and Weekends
- FREE Overage Alerts
- WHENEVER Minutes® you can use to call ... whenever

Each family plan includes two lines that share the features described below.

WHENEVER Minutes (shared between two lines/mo.)	Talk	Talk + Text	Talk + Text + Web
750	\$49 ⁹⁹	\$69 ⁹⁹	\$109 ⁹⁹
1500	\$59 ⁹⁹	\$79 ⁹⁹	\$119 ⁹⁹
Unlimited	\$79 ⁹⁹	\$99 ⁹⁹	\$139 ⁹⁹

Prices reflect monthly recurring charges for two lines of service. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access for smartphones only.

Additional Add-ons	Monthly Cost Per Line
Unlimited Web for Smartphones	\$25
Unlimited Web for Other Phones	\$10

Adding a line to your family plan is easy.

Customize your plan by selecting the number of WHENEVER Minutes you need per line.

WHENEVER Minutes (for each additional line)	Monthly Cost Per Line
Add a Line Shares existing WHENEVER Minutes (Only available with 750/1500 minute plans)	\$5
200 (Only available with Unlimited plan)	\$10
Unlimited (Only available with Unlimited plan)	\$30

Pick your phone.

Get the phone you really want with our convenient **Equipment Installment Plan**.

With our Equipment Installment Plan, you can spread out the cost of the phone over time with interest-free payments.* Your first payment is due upon purchase, and the remaining payments will be charged to your monthly bill. It's that easy.

Also, don't forget to ask about Premium Handset Protection® to protect your investment.

Overage Alerts

Overage Alerts can help you avoid unexpected high wireless bills. T-Mobile will now automatically notify you when you come close to exceeding your plan's WHENEVER Minutes, and again when your WHENEVER Minutes are used up. With T-Mobile Overage Alerts, you'll know when additional charges will apply, so you won't be surprised by high wireless bills again.

Overage Alerts are included in your plan but can be discontinued with a simple opt-out request.

Questions? Ask a Sales Associate about any new offers or visit www.T-Mobile.com.

T-Mobile stick together™

Equipment Installment Plan: Available at participating locations only, for purchase of devices or accessories above \$19.99. Availability and amount of financing **subject to credit approval**. Initial payment required at time of purchase, in addition to payment of any unfinanced portion. Qualifying plan required; account must be in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply.

Pricing: Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to services used, originated and received within the U.S. (unless stated otherwise). Not all features or plans available on all services. Unlimited features are only for direct communication between two people. **General Terms:** \$35 per line activation fee may be required. If you switch plans you may be bound by existing contract term (and related \$200/early cancellation fee) and additional \$35/line plan activation fee may apply. You may be unable to switch some plans. **Regulatory Programs Fee** (not a tax or government-mandated charge) of \$1.21 per line/month applies. Taxes approx. 6%-26% of your monthly bill. Per month, per line \$4.99 Control Charge applies (unless rolled in Easy Pay) to FlexPay. Overage usage extra: partial minutes/data rounded up. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday-Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **Family Plans:** Limit five lines; all monthly allotments pooled. All lines of service must be activated in the same T-Mobile market and have the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls voicemail and other T-Mobile service numbers not included. **Messaging:** T-Mobile is not liable for content messages/attachments or for any failures, delays or errors in any T-Mobile-generated alerts or notifications. You will be charged for all messages you send and that are sent to you even if they aren't received. Length/type of messages may be limited. **Coverage:** Service not available everywhere; 3G coverage in limited markets. **Service Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Status:** View bill details at my.t-mobile.com. Summary paper bills available to postpaid customers for \$1.50/month (more for detailed bills). Billing dates/cycle subject to change. See brochures and **T-Mobile's Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together and Premium Handset Protection are registered trademarks, and Even More Plus is a service mark, of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc.

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T-Mobile® Even More™ Family Plans

T-Mobile

Pick your plan.

Connect the way you want.

- Two-year agreement required
- FREE nationwide T-Mobile to T-Mobile calling
- FREE Nights and Weekends
- WHENEVER Minutes® you can use to call ... whenever

Each family plan includes two lines that share the features described below.

WHENEVER Minutes (shared between two lines/mo.)	Talk	Talk + Text	Talk + Text + Web
750	\$59 ⁹⁹	\$79 ⁹⁹	\$139 ⁹⁹
1500	\$79 ⁹⁹	\$99 ⁹⁹	\$159 ⁹⁹
Unlimited	\$99 ⁹⁹	\$119 ⁹⁹	\$179 ⁹⁹

Prices reflect monthly recurring charges for two lines of service. Text plans include unlimited nationwide text, IM, picture and video messaging. Web plans include unlimited nationwide Web and e-mail access for smartphones only.

Additional Add-ons	Monthly Cost Per Line
Unlimited Web for Smartphones	\$30
Unlimited Web for Other Phones	\$10

Adding a line to your family plan is easy.

Customize your plan by selecting the number of WHENEVER Minutes you need per line.

WHENEVER Minutes (for each additional line)	Monthly Cost Per Line
Add a Line Shares existing WHENEVER Minutes (Only available with 750/1500 minute plans)	\$10
200 (Only available with Unlimited plan)	\$15
Unlimited (Only available with Unlimited plan)	\$40

Optional Features

Don't forget to ask about Premium Handset Protection® to protect your investment.

Questions? Ask a Sales Associate or visit www.T-Mobile.com

T-Mobile stick together™

|| Pricing: Limited-time offers, subject to change. Taxes and fees additional. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Not all features or plans available on all devices. Unlimited features are only for direct communication between two people. **General Terms:** Credit approval, \$35 per line activation fee and two-year agreement may be required. Up to \$200/line early cancellation fee applies to two-year agreements (ask Associate for details and other options). If you switch plans you may be bound by existing contract term and related \$200/line early cancellation fee) and additional \$35/line plan activation fee may apply. You may be able to switch to some plans. **Regulatory Programs Fee** (not a tax or government-mandated charge) of \$1.21 per line/month applies. Taxes approx. 6%-28% of your monthly bill. Per month, per line \$4.99 Control Charge applies (unless enrolled in Easy Pay) to FlexPay. **Coverage usage extra;** partial minutes/data rounded up. Some plans/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday-Friday, based upon start time of call. If on FlexPay, calls rated on a per minute basis. Different terms apply to Prepaid. **Family Plans:** Limit one line; all monthly allotments pooled. All lines of service must be activated in the same T-Mobile market and use the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Coverage:** Service not available everywhere; 3G coverage in limited markets. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** View bill details at my.t-mobile.com. Summary paper bills available to postpaid customers for \$1.50/month (more for etailed bills). Billing dates/cycle subject to change. See brochures and **T-Mobile's Terms and Conditions including arbitration provision** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. WHENEVER Minutes, stick together and Premium Handset Protection are registered trademarks, and Even More is a service mark, of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc.

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See reverse for important restrictions and details.

FlexPay[®]

No surprise bills.
No credit check or deposit.
Just great coverage.

T-Mobile

Everyone deserves a great phone, plan and coverage. That's why we created FlexPay. With FlexPay, you'll have access to the great products T-Mobile offers, with a predictable charge you'll pay in advance every month.

Choose your plan

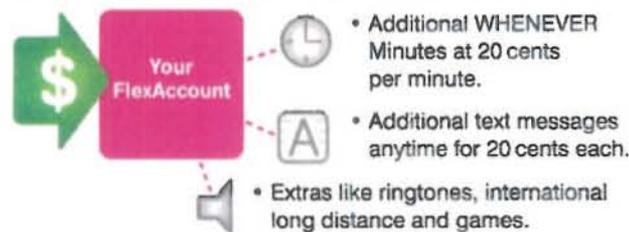
- Select from a variety of plans that apply to FlexPay. See other printed materials for full details.

Enjoy predictable monthly payments

- Simply pay in advance for each month of service. We'll send you reminders so you won't forget.
- You'll never be surprised by big overage charges because you can't go over your plan's **WHENEVER Minutes[®]**.
- If you use up your **WHENEVER Minutes**, don't worry. You can keep talking using funds from your **FlexAccount[™]** or with any unlimited features that are a part of your plan.

Buy extras with your FlexAccount.

FlexPay includes a FlexAccount that lets you enhance your monthly plan and buy extras like:

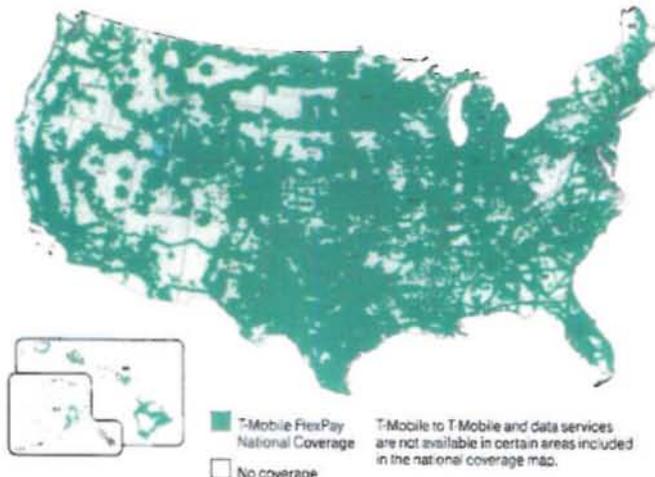
- 
- Additional **WHENEVER Minutes** at 20 cents per minute.
 - Additional text messages anytime for 20 cents each.
 - Extras like ringtones, international long distance and games.
- We'll get your FlexAccount started with a \$5 bonus.
 - You can add more money to your FlexAccount easily — online, at T-Mobile stores and by phone.

Save money and time.

Sign up for EasyPay with your credit or debit card and save \$4.99 a month. An added bonus: You won't have to remember to pay for your monthly service. It'll be paid automatically just before each monthly service cycle.

The coverage you need.

- National coverage with no roaming charges
- Nationwide long distance included
- Great international dialing rates
- Use your phone in Mexico and Canada



Select rate plans apply to FlexPay product offering. Based on credit approval.

Questions? Ask a Sales Associate or visit www.T-Mobile.com

T-Mobile stick together

ALL PRICING: Limited-time offers; subject to change. Taxes and fees additional. Rates apply only to service used, originating and received within the U.S. (unless stated otherwise). Not all features or plans available on devices. Unlimited features are only for direct communication between two people. **FlexPay:** Up to \$200, early cancellation fee applies to one- and two-year agreements. Per month, per line \$4.99 Control Charge (on you enroll in Easy Pay) and Regulatory Programs Fee (not a tax or government-mandated charge) of \$1.21 (line/month) apply. FlexAccount balance required to use additional voice minutes, messages, features (such as international dialing, messaging and roaming, downloads, 411 and Internet services) and any other services included in your monthly rate plan. Day/time of call rated on a per minute basis. **Nights and Weekends:** Weeks are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday-Friday. Time of call use based on location of equipment transmitting call; if location is not available, time of call based on time associated with your phone number. **Messaging:** You will be charged for all data sent by or to you through network, regardless of whether received. Character length or file size of messages/attachments may be limited. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **INFORMATION:** Maps predict and approximate our anticipated wireless coverage area outdoors, which varies from location to location. Maps may include locations with limited or no coverage, and do not guarantee service availability. Even within coverage areas, factors — including network changes, traffic volume, service outages, technical limitations, signal strength, your equipment, terrain, structures, foliage, weather and other conditions may interfere with service quality and availability, including the ability to make, receive and maintain calls, to send and receive data and messages. Portions of the mapped areas include networks operated by our roaming partners, and we are not responsible for the performance of those networks. **Roaming:** Nationwide roaming is to usage while on a roaming partner's network within the domestic coverage area. Certain devices and features (e.g., picture and video messaging) will not work if you are roaming. If you travel outside of coverage areas, device will not work. See Sales Associate, brochures or T-Mobile's Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional rate plan information, charges for features and services, detour coverage maps, restrictions and details. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Stick together, FlexPay and WHENEVER Minutes are registered trademarks, and FlexAccount service mark of T-Mobile USA, Inc. © 2009 T-Mobile USA, Inc. T5432.1.4x9.FP

Exhibit G

T-Mobile Customer Care Upgrade with Contract Extension
Transaction Script

Handset Upgrade via Customer Care

The Handset Upgrade Program currently provides a discount on a new handset in exchange for a twenty-four (24) month agreement with T-Mobile. Otherwise, the customer can purchase the handset at full retail price with no contract extension. Since the extension is a two (2) year contract, an electronic "signature" is captured by transferring the customer to an Electronic Acceptance Tool (EAT).

The T-Mobile Customer Care representative explains that they need to transfer the customer to the EAT tool by reciting the script below:

As part of accepting a 2-year contract, you will be asked to enter your mobile phone number and will be presented with the terms of the agreement. This includes your response accepting or declining these terms. The terms of the agreement apply to all lines on the account accepting today's offer. To begin the process, please enter your T-Mobile phone number, starting with the area code.

If the customer is agreeing to a 2-year service agreement on the purchase of an All-in-One device with a data service requirement, the T-Mobile Customer Care representative **MUST** read the following statement to the customer prior to conferencing the EAT tool:

In order to receive (*offer), you have agreed to add a qualifying data service and must complete 24 months of service beginning today.

The scripting in the EAT states:

For each mobile number accepting this offer we ask you to complete 24 months of active service beginning today. If your service is cancelled before the end of 24 months you will pay an early termination fee of up to \$200 for each cancelled line. The T-Mobile Terms and Conditions including mandatory arbitration that you previously accepted continue to apply. If you accept this offer including the early termination fee, press one.

Exhibit H

T-Mobile Telesales Sales Script

Telesales Scripting on Early Termination Fees

Telesales Scripting is an interactive script and involves more than 100 permutations of script elements. All scripts that mention an Early Termination Fee are listed below:

A.

This plan requires a 24 month service agreement. An Early Termination Fee of up to \$200 per line of service will apply if you cancel your service or certain data features after the 20 day grace period, except in California where your grace period is 30 days.

B.

You understand that by converting your existing plan and activating an Even More Plus Family Plan you will not be able to switch back to your previous plan, and will only have Even More Plus rate plans and services available to you in the future. You will be required to pay a one-time fee of \$35 per line of service, up to \$70 maximum (equivalent cost of the first two lines), for migrating existing lines of service to the Even More Plus Family plan. This will be reflected on your billing statement as an Even More Plus Activation Fee. You will also pay a one-time \$35 Activation Fee for each new line of service you activate today. Additionally, your existing contract term end date will carry over to your Even More Plus Family plan. If you decide to terminate your service prior to your contract end date, you must still pay the early termination fee for each line of service that is terminated early.

C.

You understand that by converting your existing plan and activating Even More Plus Family, you will not be able to switch back to your previous plan and will only have Even More Plus rate plans and services available to you in the future. Additionally, because you have over 365 days or more left on your current T-Mobile contract, you will be required to pay a \$200 early termination fee for your existing service, as well as a one-time \$35 Activation Fee for any new lines of service you activate today.

D.

You understand that by converting your existing plan and activating Even More Plus Family, you will not be able to switch back to your previous plan will only have Even More Plus rate plans and services available to you in the future. You will be required to pay a one-time fee of \$35 per line of service, up to \$70 maximum (equivalent cost of the first two lines), for migrating existing lines of service to the Even More Plus Family plan. This will be reflected on your billing statement as an Even More Plus Activation Fee. You will also pay a \$35 Activation Fee for each new line of service you activate today. Additionally, your existing contract term end date will carry over to your Even More Plus Family plan. If you decide to terminate your service prior to your contract end date, you must still pay the early termination fee for each line of service that is terminated early.

Exhibit I

Price Cards

1. T-Mobile Retail Store price cards – cards displayed on phone cartons
 - Sidekick LX
 - HTC Touch Pro2
 - Motorola CLIQ
 - Samsung Behold
2. Dealer price cards – cards displayed on phone cartons
 - T-Mobile Shadow

Sidekick LX™

No Annual Contract

per month
on approved credit.
0% APR

\$20 OR **\$399**
today

2-year contract

\$99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$19.99 down payment, 19 monthly payments of \$20.00. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 11/09

Sidekick LX™

No Annual Contract

per month
on approved credit.
0% APR

\$20 OR **\$399**
today

2-year contract

\$99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$19.99 down payment, 19 monthly payments of \$20.00. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 11/09

HTC Touch Pro2™

No Annual Contract

\$22.50 per month on approved credit. 0% APR OR **\$449.99** today

2-year contract

\$269.99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$22.49 down payment, 19 monthly payments of \$22.50. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 1/10

HTC Touch Pro2™

No Annual Contract

\$22.50 per month on approved credit. 0% APR OR **\$449.99** today

2-year contract

\$269.99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$22.49 down payment, 19 monthly payments of \$22.50. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 1/10

Motorola CLIQ

No Annual Contract

\$20 per month
on approved credit.
0% APR

OR

\$399 today

2-year contract

\$149 99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$19.99 down payment, 19 monthly payments of \$20.00. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 1/10

Motorola CLIQ

No Annual Contract

\$20 per month
on approved credit.
0% APR

OR

\$399 today

2-year contract

\$149 99

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$19.99 down payment, 19 monthly payments of \$20.00. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** activation of a qualifying voice and data plan on a 2-year contract required. ©2010 T-Mobile USA, Inc. 1/10

Samsung Behold™

No Annual Contract

\$16.50 per month
on approved credit.
0% APR

OR

\$329.99 today

2-year contract

\$79.99
after \$50.00
mail-in rebate

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$16.49 down payment, 19 monthly payments of \$16.50. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** Activation of qualifying voice and data plan required. ©2010 T-Mobile USA, Inc. 10/09

Samsung Behold™

No Annual Contract

\$16.50 per month
on approved credit.
0% APR

OR

\$329.99 today

2-year contract

\$79.99
after \$50.00
mail-in rebate

Plus taxes and fees. Supplies limited. **Equipment Installment Plan:** \$16.49 down payment, 19 monthly payments of \$16.50. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. **Rebates:** Activation of qualifying voice and data plan required. ©2010 T-Mobile USA, Inc. 10/09

T-Mobile Shadow - Copper

\$149⁹⁹

with new activation
on 2-year contract

T = "Mobile"

With two-year contract. Plus taxes; supplies limited. Requires activation on a qualifying voice and data plan. Mail-in rebate may require qualifying data plan; see rebate form for details. Rebates and discounts may not exceed activated handset price. Ask a Sales Associate or see Pricing, Services and Device Brochures and T-Mobile's Terms and Conditions (incl. arbitration provisions) at T-Mobile.com for details and restrictions.

New Activation Pricing

Phone Only	\$299.99
Instant Rebate	-\$100.00
T-Mobile Mail-In Rebate Card	-\$50.00
After Rebates	\$149.99

FlexPay 2-year Contract Price	\$199.99 *
*AFTER \$50.00 T-Mobile Mail-In Rebate Card	
2-year Renewal Price	\$199.99

T-Mobile Shadow® w/ Hotspot

2-year contract

\$149.99

after \$100.00 instant
and \$50.00 mail-in rebate

No annual contract

\$299.99

Flex Pay
2-year contract

\$199.99

after \$50.00 instant
and \$50.00 mail-in rebate

Mail-in Rebate requires activation of a qualifying Voice and Data Plan on a 2 year contract. Plus taxes and fees. Supplies limited. ©2009 T-Mobile USA, Inc.

T-Mobile Shadow[®] w/ Hotspot

No Annual Contract

\$15 OR **\$299⁹⁹**

per month
on approved credit,
0% APR

today

2-year contract

\$49⁹⁹

after \$50.00
mail-in rebate

Plus taxes and fees. Supplies limited. Equipment Installment Plan: \$14.99 down payment, 10 monthly payments of \$15.00. Qualifying plan required for duration of EIP agreement; account must be in good standing. Late/non-payment charges may apply. Rebates: Activation of qualifying voice and data plan required. ©2010 T-Mobile USA, Inc. 11/09

Exhibit J

T-Mobile Newspaper Advertising

Exhibit K

T-Mobile Return Policy

1. California Return Policy
2. General Return Policy
3. Puerto Rico Return Policy

California Return Policy

T-Mobile® will be glad to assist you with returns with your original receipt.

Subject to each of the provisions below, if you return a Device purchased from us with your original receipt, in its package, with all original contents, undamaged and in good working condition, you may either: **a)** receive a refund of your handset purchase price; or **b)** exchange your handset, in which case the purchase price will be credited toward the exchange. You may also be required to pay a restocking fee. Refunds and exchanges will be less any rebates received and shipping costs. If you ship a return or exchange back to us, you will be responsible for all shipping costs.

Refunds of cash purchases exceeding \$200, pin-debit refunds, and FlexPays refunds will be tendered in the form of a check (not cash). All other refunds will be issued in the same form as originally tendered.

The following return periods apply:

Service Cancellations – Service can be canceled for any reason within 30 days of activation without incurring an early termination fee, unless your rate plan specifies otherwise. To cancel your new service activation or a contract extension, you must also return all handsets or other devices that use a SIM card ("Device") that you received in association with your new service activation or contract extension. You are responsible for any charges incurred prior to service cancellation, including roaming, long distance, taxes, control charges, regulatory program fees and other fees. If you cancel a contract extension, your service agreement will revert to the original term prior to your contract extension. For FlexPay customers, if you cancel service within 30 days of activation, you will be entitled to a refund of any unused money you have deposited into a Flex Account and a prorated amount of all monthly charges paid in advance for each line of service.

Device Refunds. To receive a refund of a Device you purchased in conjunction with a new service activation or upgrade contract extension, you must return the Device within 30 days of purchase. All original contents of your Device kit must be undamaged and in good working condition and you must provide the original receipt. You must return all Devices to the sales channel through which you received the Device (i.e., retail store, web, telesales, etc.) You may return a Device without cancelling your new service activation or upgrade contract extension. All Devices received as part of a promotional offer (e.g. "Buy One Get One" etc.) must be returned for a refund. Limited Edition Devices are not refundable. You may also be required to pay a restocking fee.

Devices Purchased without Service Activation or Upgrade Extension. To receive a refund of a Device purchased without a new service activation or upgrade contract extension, you must return the Device within 30 days of purchase in compliance with the Device Refund policy outlined above. All terms and conditions of the Device Refund policy above shall apply.

Accessories. To receive a refund of any accessories purchased, you must return the accessories within 30 days of purchase with your original sales receipt to the sales channel through which you purchased the accessories (i.e., retail store, web, telesales, etc.)

Prepaid airtime and e-coupons are non-refundable.

Check acceptance policy

Preprinted checks are gladly accepted from the checking account holder, with proper picture identification. Any returned (or otherwise dishonored) checks are subject to a service fee for the maximum amount allowed by law.

Notice of returned check/draft policy

In the event that your check is returned unpaid for insufficient or uncollected funds, we may electronically debit your account for the principal amount of the check. We may also generate a draft or electronically debit your account for the service fee amount due, as allowed by law.

Return Policy

T-Mobile® will be glad to assist you with returns with your original receipt.

Subject to each of the provisions below, if you return a Device purchased from us with your original receipt, in its package, with all original contents, undamaged and in good working condition, you may either: **a)** receive a refund of your handset purchase price; or **b)** exchange your handset, in which case the purchase price will be credited toward the exchange. You may also be required to pay a restocking fee. Refunds and exchanges will be less any rebates received and shipping costs. If you ship a return or exchange back to us, you will be responsible for all shipping costs.

Refunds of cash purchases exceeding \$200 and FlexPay[®] refunds will be tendered in the form of a check (not cash). All other refunds will be issued in the same form as originally tendered.

The following return periods apply:

Service Cancellations – Service can be canceled for any reason within 14 days of activation without incurring an early termination fee, unless your rate plan specifies otherwise. To cancel your new service activation or a contract extension, you must also return all handsets or other devices that use a SIM card ("Device") that you received in association with your new service activation or contract extension. You are responsible for any charges incurred prior to service cancellation, including roaming, long distance, taxes, control charges, regulatory program fees and other fees. If you cancel a contract extension, your service agreement will revert to the original term prior to your contract extension. For FlexPay customers, if you cancel service within 14 days of activation, you will be entitled to a refund of any unused money you have deposited into a Flex Account and a prorated amount of all monthly charges paid in advance for each line of service.

Device Refunds. To receive a refund of a Device you purchased in conjunction with a new service activation or upgrade contract extension, you must return the Device within 14 days of purchase. All original contents of your Device kit must be undamaged and in good working condition and you must provide the original receipt. You must return all Devices to the sales channel through which you received the Device (i.e., retail store, web, telesales, etc.) You may return a Device without cancelling your new service activation or upgrade contract extension. All Devices received as part of a promotional offer (e.g. "Buy One Get One" etc.) must be returned for a refund. Limited Edition Devices are not refundable. You may also be required to pay a restocking fee.

Devices Purchased without Service Activation or Upgrade Extension. To receive a refund of a Device purchased without a new service activation or upgrade contract extension, you must return the Device within 30 days of purchase in compliance with the Device Refund policy outlined above. All terms and conditions of the Device Refund policy above shall apply.

Accessories. To receive a refund of any accessories purchased, you must return the accessories within 30 days of purchase with your original sales receipt to the sales channel through which you purchased the accessories (i.e., retail store, web, telesales, etc.)

Prepaid airtime and e-coupons are non-refundable.

Check acceptance policy

Preprinted checks are gladly accepted from the checking account holder, with proper picture identification. Any returned (or otherwise dishonored) checks are subject to a service fee for the maximum amount allowed by law.

Notice of returned check/draft policy

In the event that your check is returned unpaid for insufficient or uncollected funds, we may electronically debit your account for the principal amount of the check. We may also generate a draft or electronically debit your account for the service fee amount due, as allowed by law.

Return Policy

T-Mobile® will be glad to assist you with returns.

All Returns. Subject to the requirements in this Return Policy, you may return handsets or other devices that use a SIM card ("**Device**"), or you may return an accessory, with your original receipt and in like new condition to the sales channel through which you made your purchase (i.e. retail store, telesales, web, etc.) All Devices or accessories received as part of a promotional offer (e.g. "Buy One Get One" etc.) must be returned for a refund. Limited Edition Devices are not refundable. You may be required to pay a restocking fee.

Service Cancellations – Service can be canceled for any reason within 14 days of activation without incurring an early termination fee, unless your rate plan specifies otherwise. To cancel a service activation or a contract extension, you must also return all Devices that you received in accordance with all requirements of this Return Policy.

Device Refunds. Devices purchased with service activations or upgrade contract extensions must be returned within 14 days of purchase. All original contents of your Device kit must accompany the return and must be undamaged and in like new condition. You may return a Device without cancelling your service activation or upgrade contract extension.

Other Device or Accessory Purchases. Accessories or Devices purchased without a service activation or upgrade contract extension must be returned within 30 days of purchase.

Prepaid airtime and e-coupons are non-refundable.

Additional Terms.

- If you return an accessory or Device in accordance with the requirements of this Return Policy, you may either: a) receive a refund, or b) exchange your accessory or Device, in which case the purchase price will be credited toward the exchange. Refunds and

exchanges will be less any rebates received and shipping costs. If you ship a return or exchange back to us, you will be responsible for all shipping costs.

- You are responsible for any charges incurred prior to service cancellation, including roaming, long distance, taxes, control charges, regulatory program fees and other fees. If you cancel a contract extension, your service agreement will revert to the original term prior to your contract extension. For FlexPay customers, if you cancel service within 14 days of activation, you will be entitled to a refund of any unused money you have deposited into a Flex Account and a prorated amount of all monthly charges paid in advance for each line of service.
- Refunds of cash purchases exceeding \$100 and FlexPay refunds will be tendered in the form of a check (not cash). All other refunds will be issued in the same form as originally tendered.
- **Check Acceptance Policy:** Preprinted checks are gladly accepted from the checking account holder with proper picture identification.
- **Returned Checks/Drafts:** A \$10.00 return fee and costs of collection may be charged. If your check is returned unpaid, you authorize collection of the check, return fee and costs by electronic funds transfer(s) or draft(s) drawn from your account. T-Mobile also reserves the right to add the returned check amount and any return fee to your T-Mobile billing statement.

