



AUTHORIZED RETAILER AGREEMENT (PURE PREPAID & PURE PREPAID UNLIMITED)

THIS AUTHORIZED RETAILER AGREEMENT ("**Agreement**") is made this ____ day of _____, 20____, between ALLEET LLC, a North Carolina limited liability company ("**ALLEET**"), and _____ ("**Retailer**") with location at _____.

BACKGROUND

- A. PURE ("Pure Prepaid") has designated ALLEET as a national distribution agent with respect to the distribution of PURE PREPAID & PURE PREPAID UNLIMITED Products (as hereinafter defined).
- B. RETAILER wishes to purchase from ALLEET; Handsets, Accessories and Top-Up Cards for sale to Consumers in Stores for use with the Services (as such terms are hereinafter defined), subject to and in accordance with the terms and conditions set forth in this Agreement.
- C. ALLEET desires to sell Products to RETAILER on the terms and conditions contained in the Agreement. NOW, THEREFORE, and in consideration of the above premises and the covenants, terms and conditions of this Addendum, the parties agree as follows:

AGREEMENT

1. Definitions.

"**ACCESSORIES**" means accessories relating to Handsets ALLEET may offer for sale to Retailer from time to time pursuant to the Agreement and this Addendum.

"**BASE SRP**" shall mean the suggested retail price or SRP of the Handset, without any consideration of the Promotional Discount.

"**CONSUMERS**" means Subscribers of the Product that subscribe to and actively use the Services by using the Handsets.

"**ePIN**" means a PIN that is provided on an electronic basis.

"**HANDSETS**" means PURE PREPAID-branded mobile handsets available to Retailer for resell to consumers.

"**MAP**" shall mean the minimum advertised priced that any retailer may sell the Handsets, without any consideration of the Promotional Discount.

"**PRODUCTS**" means the Handsets, Accessories, PINs and Top-Up Cards ALLEET may offer for sale to Retailer from time to time pursuant to the Agreement and this Addendum.

"**PROMOTIONAL DISCOUNT**" means the point-of-sale discount on the Handset as offered by PURE PREPAID and ALLEET.

"**SERVICES**" means mobile voice and data services in the United States using the "PURE PREPAID" brand and wireless telecommunications networks.

"**TOP-UP CARDS**" means pre-paid airtime cards with personal identification numbers for use with the Services that ALLEET may offer for sale to Retailer from time to time pursuant to this Agreement.

"**QUALIFYING HANDSET ACCOUNT**" means any wireless telecommunications account activated with PURE PREPAID for a Handset that was originally purchased in a Store, net of (i) Handset returns; (ii) any wireless service account established with PURE PREPAID by an individual and (iii) any wireless service account established with PURE PREPAID by an individual for a Handset which was originally purchased in a Store but which was transferred to such individual from another. Notwithstanding the foregoing, Qualifying Handset Account shall have been activated within thirty (30) days of the date of purchase in the Store and the individual shall have added at least twenty dollars (\$20.00) in top-up within the first thirty (30) days from the date of purchase. The determination of the number of Handsets sold by the Stores and activated by Customers shall be based solely on PURE PREPAID's activation reports.

2. Special Terms. Retailer agrees to comply with the following special terms:

2.1 Product Terms. The list of prices for Products and the terms and conditions of the Handset support program is attached as **Attachment 1**.

2.2 Store Distribution. Retailer is approved to sell Products solely within Stores and solely to Consumers, subject to

and in accordance with the terms and conditions of this Agreement. Without limiting the foregoing and for the avoidance of doubt, Retailer shall not directly or indirectly promote, market or otherwise offer or distribute the Products to any other retail stores or locations that have not been approved in advance and in writing by ALLEET. Retailer agrees it shall not sell more than five (5) Handsets to any one (1) Consumer.

2.3 Marketing of Products. Retailer shall offer for sale at least one (1) of the different models of Handsets offered by CRICKET PAYGO, PINs of all available denominations and/or Top-Up Cards of all available denominations. Retailer will provide ALLEET, at no additional cost, with prominent positioning in the Stores. Retailer must maintain commercially reasonable inventory levels of Handsets and Top-Up Cards per Store to meet consumer demand. Such positioning shall include prominent wall space, end cap and freestanding displays.

2.4 Transshipping. PURE PREPAID has no territorial area of distribution and therefore does not participate in any transshipping procedures against any retailer.

2.5 Promotional Credits. For the avoidance of doubt, in no event shall any rebates or promotional offers offered directly by PURE PREPAID to Consumers constitute an adjustment in the BASE SRP. Any Promotional Discount offered on the Handsets by PURE PREPAID that occurs at the Stores' point of sale will be funded by PURE PREPAID through ALLEET's issuance of a credit memorandum to Retailer. ALLEET shall issue a credit memorandum as soon as practicable following ALLEET's receipt of such supporting documentation confirming the activation of Applicable Handsets. ALLEET shall be entitled to apply the credit memorandum to open invoices as determined by ALLEET. Retailer shall not be entitled to receive any Promotional Discounts with respect to any Handsets that are not activated by Consumers during the applicable promotional offer time period.

2.6 Returns. Retailer may return Products only as provided in the warranty, if any, provided by the manufacturer of the Products (if applicable), only as is consistent with PURE PREPAID's and ALLEET's current returns policies. PURE PREPAID and ALLEET may modify such return policies from time to time their sole and absolute discretion. Retailer must obtain a valid Return Material Authorization ("RMA") number from ALLEET for all returns. Retailer shall include a complete and accurate list of all ESNs with each request for an RMA and with each shipment of returned Products. Retailer must provide ALLEET with a copy of a valid proof of purchase by the end-user. Retailer shall pay all costs and bear all risks of loss when returning Products to ALLEET. Retailer shall only be entitled to receive a credit for a Product that is returned with a complete Product kit. Retailer shall reimburse ALLEET for any freight, insurance and storage costs that ALLEET incurs with respect to the unauthorized return of Products.

2.7 Use of Trademarks; Advertising and Business Practices. Retailer understands and agrees that all service marks, trademarks, trade names and logos utilized by PURE PREPAID (collectively the "Marks"), whether registered or not, including, without limitation, the right to use or display the Marks, are the exclusive property of PURE PREPAID and may be used by Retailer only with written consent of PURE PREPAID and strictly according to logo guidelines. **In no event may Retailer use the names "PURE PREPAID" or "PURE PREPAID UNLIMITED" as any part of Retailers names or dba names including but not limited to any part of this Agreement, any other agreement Retailer may enter into, Retailers' federal, state or local registration(s) or licensing, insurance coverage or advertising, including but not limited to radio, television, print media, the World Wide Web, the internet or web domain names.** All of the Retailer's advertising and promotion must be completely factual. Retailer shall not use any business or advertising practice that may be injurious to the business of PURE PREPAID or ALLEET.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth below written.

RETAILER: _____

By: _____

Title: _____

Date: _____

ALLEET LLC

By: _____

Title: _____

Date: _____



**ATTACHMENT 1
ADDENDUM TO AUTHORIZED RETAILER AGREEMENT
(PURE PREPAID)**

**PRICING AND HANDSET SUPPORT PROGRAM
EFFECTIVE – July 1, 2010**

The BASE SRP's for Handsets will be determined by PURE PREPAID and are subject to change at any time without notice.

PHONE	SKU	Suggested Retail	MAP (minimum)	Cost Each	Case Price
Pure Prepaid V3	PHPP-V3	\$59.99	\$49.99	\$47.00	\$141.00 / 3pk
Pure Prepaid JAW1000	PHPP-JAW	\$69.99	\$69.99	\$50.00	\$150.00 / 3pk
Pure Prepaid LG Shine	PHPG-A667	\$79.99	\$69.99	\$57.00	\$114.00 / 2pk
Pure Prepaid Propel	PHCR-TXTM8	\$119.99	\$99.99	\$75.00	\$150.00 / 2pk

NOTE: The foregoing prices and models are subject to change at any time without notice.



ALLEET PROTRANS IP or ALLEET PROTRANS

A POSA TERMINAL IS AVAILABLE FOR THE DISPENSING OF THE PURE PREPAID TOP-UP MINUTES.

Initials _____ / _____