

Control

and

profit and loss transfer agreement

between

Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn, entered under HRB 6794 in the commercial register of the Bonn District Court, represented by its members of the Board of Management Mr. René Obermann and Dr. Karl-Gerhard Eick, jointly authorized to act as representatives,

and

T-Mobile International AG, Landgrabenweg 151, 53227 Bonn, entered under HRB 12276 in the commercial register of the Bonn District Court, represented by its members of the Board of Management Mr. Michael Günter und Mr. Lothar A. Harings, jointly authorized to act as representatives,

the following

Control and profit and loss transfer agreement

is concluded:

§ 1 Management

T-Mobile International AG shall submit the management of its enterprise to Deutsche Telekom AG.

§ 2 Right to give instructions

(1) Deutsche Telekom AG shall be entitled to give instructions to the Board of Management of T-Mobile International AG with regard to how T-Mobile International AG should be managed. The instructions shall be given in writing or by fax, or, if they are given verbally, by telephone, by telex, or by electronic mail, they shall be confirmed immediately in writing, or by fax. This authority to give instructions notwithstanding, the Board of Management of T-Mobile International AG shall continue to be responsible for managing the business and representing T-Mobile International AG.

(2) The right to give instructions shall not apply to the amendment, maintenance or termination of this agreement.

§ 3 Profit transfer

(1) T-Mobile International AG is obliged to transfer its entire profits to Deutsche Telekom AG during the term of the agreement. Pursuant to § 301 AktG the net income reduced by any loss carried forward from the previous year that would have occurred under the relevant commercial law without the profit transfer, less the amount to be allocated to the statutory reserves in accordance with § 300 AktG, shall be transferred.

(2) T-Mobile International AG may, with Deutsche Telekom AG's consent, allocate amounts from net income to retained earnings (§ 272 (3) of the German Commercial Code (HGB)), except for the statutory reserves, to the extent that this is permissible under commercial law and economically justifiable based on a reasonable commercial assessment. The right to transfer profits arises at the end of the financial year. It falls due with the value date at this time.

(3) If amounts have been allocated to other retained earnings during the term of this agreement, these amounts can be taken from other retained earnings and transferred as profit.

§ 4 Loss transfer

(1) Pursuant to § 302 (1) of the German Stock Corporation Law (AktG), Deutsche Telekom AG shall be obliged to compensate any net loss for the year otherwise arising during the term of the agreement unless this was offset through amounts being taken from other retained earnings to which such amounts were appropriated during the term of the agreement. The loss compensation claim arises at the end of the financial year. It falls due with the value date at this time.

(2) In all other respects, § 302 AktG, as amended, applies.

§ 5 Commencement, term, effective date

(1) With respect to §§ 1 and 2, this agreement shall take effect as soon as it is entered in the commercial register at the place of T-Mobile International AG's registered office and shall otherwise apply retroactively from January 1, 2007.

(2) This agreement must be approved by the shareholders' meeting of Deutsche Telekom AG and the shareholders' meeting of T-Mobile International AG to enter into force. The agreement is concluded subject to the approval of the Supervisory Board of Deutsche Telekom AG and the Supervisory Board of T-Mobile International AG.

(3) The agreement may be terminated for the first time by giving one month's notice with effect from the end of the year, at the end of which the fiscal unit for German corporate income tax purposes established in this agreement shall have existed for the minimum period required for taxation purposes (as the legal situation now stands for a period of five years, § 14 (1) no. 3 of the German Corporate Income Tax Law (KStG).) If it is not terminated, it shall be automatically extended for one further year with the same notice period.

(4) Furthermore, the parties are able to terminate the control and profit and loss transfer agreement for good cause. Good cause is especially the sale or contribution of T-Mobile International AG by Deutsche Telekom AG or the merger, split-up or liquidation of one of the two parties.

§ 6 Severability clause

If individual provisions of this agreement are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the agreement. Any invalid or unenforceable agreement is to be replaced by one that most closely approximates the economic effect of the invalid or unenforceable clause in a permissible way.

Deutsche Telekom AG

Signature

René Obermann

Chairman of the Board of Management

Signature

Dr. Karl-Gerhard Eick

Deputy Chairman of the Board of Management

T-Mobile International AG

Signature

Michael Günther

Member of the Board of Management

Signature

Lothar A. Harings

Member of the Board of Management