
Amending agreement to the profit and loss transfer agreement

between

Deutsche Telekom AG
Friedrich-Ebert-Allee 140
53113 Bonn

(registered with Bonn District Court HRB 6794)

- hereinafter referred to as the "Parent" -

and

der **DeTeMedien, Deutsche Telekom Medien GmbH**
Wiesenhüttenstr.18
60329 Frankfurt am Main

(registered with Frankfurt/Main District Court HRB 8959)

- hereinafter referred to as the "Subsidiary" -

Preamble

The parties entered into a profit and loss transfer agreement on March 29 / April 18, 1996 (hereinafter referred to as the "Agreement"). Following the amendments to the legal provisions to be met by a profit and loss transfer agreement as a result of the Act on the amendment and simplification of company taxation and the tax law on travel expenses (BT Drs 17/10774) the Parties hereby amend the Agreement taking the new provisions into account.

The Parties wish to amend the Agreement and therefore agree as follows:

1. Amendment to the introduction

The introduction to the Agreement shall be amended for clarification and shall read as follows:

„Profit and loss transfer agreement

between

Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn
(registered with Bonn District Court HRB 6794),

- hereinafter referred to as the "Parent"-

and

der DeTeMedien, Deutsche Telekom Medien GmbH, Wiesenhüttenstr.18, 60329
Frankfurt am Main
(registered with Frankfurt/Main District Court HRB 8959)

- hereinafter referred to as the "Subsidiary" -

as amended by the amending agreement dated Feb. 28, 2013

2. Amendment to § 2 of the Agreement

§ 2 of the Agreement shall be amended as follows:

§ 2 Transfer of loss

Pursuant to all provisions of § 302 of the German Stock Corporation Act (Aktengesetz – AktG), as amended, the Parent shall be obligated to assume the Subsidiary's losses.

3. Amendment of the names of the legal entities involved

Throughout the entire document, the name "Deutsche Telekom AG" shall be replaced by "[the] Parent", and the name "DeTe Medien" replaced by "[the] Subsidiary."

4. Continuation of the other terms of the Agreement, entry into effect of the amending agreement

In all other respects, the provisions of the Agreement shall remain unchanged. This amending agreement shall enter into effect retroactively from the beginning of the financial year in which all of the requirements for the validity of this amending agreement were satisfied for the first time.

5. Final version

The Agreement as amended by this amending agreement is attached as **Annex 1**. **Annex 1** has been prepared only for the sake of clarity and is not binding on the parties.

Bonn, Feb. 28, 2013

Deutsche Telekom AG

Timotheus Höttges, Board of Management

Dieter Cazonelli, "Prokurist"
(holder of general commercial power of attorney)

Frankfurt am Main, Feb. 28, 2013

DeTeMedien, Deutsche Telekom Medien GmbH

Stephan Schmitt, Managing Director

Michael Wolf, "Prokurist" (holder of
general commercial power of attorney)

Annex 1 to the amending agreement dated Feb. 28, 2013

Profit and loss transfer agreement

between

Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn
(registered with Bonn District Court HRB 6794),

- hereinafter referred to as the "Parent" -

and

DeTeMedien, Deutsche Telekom Medien GmbH, Wiesenhüttenstr.18, 60329 Frankfurt
am Main
(registered with Frankfurt/Main District Court HRB 8959)

- hereinafter referred to as the "Subsidiary" -

as amended by the amending agreement dated Feb. 28, 2013

§ 1 Transfer of profit

(1) The Subsidiary shall be obliged to transfer its entire profits to the Parent during the term of the Agreement. Profit shall be deemed to be the net income for the year which would have arisen with no transfer of profits, reduced by both any loss brought forward from the previous year and by the amount to be appropriated to the statutory reserves and to the reserves under the terms of the Articles of Incorporation.

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- (2) The amount to be appropriated to the statutory reserve shall be limited to the amount required by law.
 - (3) The amount to be transferred to the reserves in accordance with the Articles of Incorporation shall only be permitted at a level which is economically justifiable based on a reasonable commercial assessment.
 - (4) Beyond that, economically justifiable amounts and amounts permissible under commercial law shall only be appropriated to retained earnings with the consent of the Parent.

§ 2 Transfer of loss

Pursuant to all provisions of § 302 of the German Stock Corporation Act (Aktiengesetz – AktG), as amended, the Parent shall be obligated to assume the Subsidiary's losses.

§ 3 Commencement, term, effective date

- (1) The Agreement shall take effect upon being entered in the commercial register at the Subsidiary's registered office.
- (2) The validity of this Agreement is subject to the approval of all shareholders of the Subsidiary and the shareholders' meeting of the Parent. Its existence shall be entered in the commercial register at the Subsidiary's registered office. The approval resolution passed by the Subsidiary's partners' meeting must be certified by a notary public.
- (3) Notwithstanding the right to terminate for good cause, the Agreement shall be in effect until the end of the fifth year following the year when it first came into effect, and shall be extended in each case by one year unless it is terminated in writing before the start of the final year of the term of the agreement.