

Profit and loss transfer agreement

Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53105 Bonn, Germany*, entered under HRB 6794 in the commercial register at the Bonn District Court,

represented by Dr. Karl-Gerhard Eick, Member of the Board of Management authorized to represent Deutsche Telekom in conjunction with a “Prokurist” (holder of general commercial power of attorney), and Dieter Cazzonelli, “Prokurist”,

and MagyarCom Holding GmbH, entered under HRB 7148 in the commercial register at the Bonn District Court, (hereinafter “Subsidiary”),

represented by its managing directors who are jointly authorized to represent the company, Dr. Joachim Peckert and Mr. Wolfgang Hauptmann,

hereby conclude the following profit and loss transfer agreement:

§ 1 Transfer of profit

- (1) The Subsidiary shall be obliged to transfer its entire profits to Deutsche Telekom AG 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 any loss brought forward from the previous year and by the amount to be appropriated to the statutory reserves pursuant to § 300 German Stock Corporation Act (Aktiengesetz - AktG).
- (2) The amount to be appropriated to the statutory reserve shall be limited to the amount required by law.
- (3) Beyond that, commercially reasonable amounts and amounts permissible under commercial law shall only be appropriated to other retained earnings (§ 272 (3) German Commercial Code (Handelsgesetzbuch - HGB) with the consent of Deutsche Telekom AG.

§ 2 Transfer of loss

- (1) Pursuant to § 302 (1) AktG, Deutsche Telekom AG shall compensate any loss for the year sustained during the term of the Agreement that is not offset by withdrawing amounts from other retained earnings set up during the term of the Agreement pursuant to § 1 (3).
- (2) The Subsidiary may waive or settle any claim for compensation after the expiration of three years from the date on which the registration of the cancellation or termination of the Agreement in the commercial register shall be deemed to have been announced

§ 3 Commencement, term, effective date

- (1) The Agreement shall become effective upon its entry into the commercial register at the Subsidiary's registered office and shall commence with respect to the obligation to transfer profits retroactively to January 1, 2005.
- (2) This Agreement shall be approved by the shareholders' meeting of Deutsche Telekom AG and the shareholders' meeting of the Subsidiary to enter into force.
- (3) Except for good cause, this Agreement may be terminated in writing 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 unity for German corporate income tax purposes established in this Agreement pursuant to § 14 (1) no. 3 in conjunction with § 17 German Corporate Income Tax Law (Körperschaftsteuergesetz) shall have existed for the minimum period required for taxation purposes (as the legal situation now stands for five years.) If it is not terminated, it shall be automatically extended for one further year with the same notice period.

Furthermore, the Parties shall be able to terminate the Agreement for good cause in writing. Good cause shall mean especially the sale or contribution of the Subsidiary by Deutsche Telekom AG or the merger, split-up or liquidation of one of the two Parties.

Bonn, March 10, 2005

Deutsche Telekom AG

Dr. Karl-Gerhard Eick
Dieter Cazzonelli

Bonn, March 9, 2005

MagyarCom Holding GmbH

Dr. Joachim Peckert
Wolfgang Hauptmann