

Profit and loss transfer agreement

Timpano Telekommunikationsdienste GmbH, Friedrich-Ebert-Allee 140, 53113 Bonn, Germany, entered under HRB 9531 in the commercial register at the Bonn District Court,

represented by its managing directors who are jointly authorized to represent the company, Ms. Anne Schmitz-Wenzel and Mr. Sven Herring, hereinafter “Timpano,”

and Vivento Technical Services GmbH, Karl-Finkelburgstr. 50, 53173 Bonn, Germany, entered under HRB 13914 in the commercial register at the Bonn District Court,

represented by its managing directors who are jointly authorized to represent the company, Mr. Werner Schrimpf and Mr. Otto Neuhoff, hereinafter “VTS,”

hereby conclude the following profit and loss transfer agreement:

§ 1 Transfer of profit

- (1) VTS shall be obliged to transfer its entire profits to Timpano during the term of the Agreement. Profit shall be deemed to be the net income for the year reduced by any loss carried forward from the previous year that would have occurred under the relevant commercial law without the profit transfer.
- (2) VTS may, with Timpano’s consent, allocate amounts from net income to retained earnings (§ 272 (3) German Commercial Code (Handelsgesetzbuch - HGB)) to the extent that this is permissible under commercial law and economically justifiable based on a reasonable commercial assessment. The claim to profit transfers arises at the end of the financial year. It falls due with the value date at this time.

§ 2 Transfer of loss

- (1) Pursuant to § 302 (1) German Stock Corporation Law (Aktiengesetz - AktG), Timpano shall be obliged to compensate any net loss for the year otherwise sustained during the term of the Agreement which cannot be offset by withdrawing amounts 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) § 302 (3) and (4) AktG shall apply accordingly. VTS 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 pursuant to § 10 HGB. The foregoing shall not apply if Timpano is unable to make payments when due and enters into composition with its creditors to avoid insolvency proceedings or if the liability for compensation is subject to an insolvency plan.

§ 3 Commencement, term, effective date

- (1) This Agreement shall become effective upon its entry into the commercial register at the registered office of VTS and shall commence with respect to the obligation to transfer profits retroactively to January 1, 2005.
- (2) The validity of this Agreement is subject to the approval of both the shareholders' meeting of VTS and the shareholders' meeting of Timpano. Both approvals were granted on August 23, 2005.
- (3) The Agreement is being concluded for a fixed term of 5 years until December 31, 2009, and shall be extended unchanged by one year in each case unless one of the Parties to the Agreement gives notice of termination at least one month before the end of the financial year.

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 VTS by Deutsche Telekom AG, or the merger, split-up or liquidation of one of the two Parties.

§4 Severability

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 provision shall be replaced by one that is legally permissible and most closely approximates the economic purpose of the invalid or unenforceable clause.

Bonn, August 23, 2005

Timpano Telekommunikationsdienste GmbH

Anne Schmitz-Wenzel
Sven Herring
Managing Directors

Bonn, August 23, 2005
Vivento Technical Services GmbH

Werner Schrimpf
Otto Neuhoff
Managing Directors