

**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 Dr. Karl-Gerhard Eick, Member of the Board of Management, and Dieter Cazzonelli, "Prokurist" (holder of a general commercial power of attorney).

and

Interactive Media CCSP GmbH, T-Online-Allee 1, 64295 Darmstadt, entered under HRB 8947 in the commercial register of the Darmstadt District Court, hereinafter referred to as "subsidiary", represented by its Managing Director, Guido Sachs, and Michael Plate, "Prokurist"

the following

**Control and profit and loss transfer agreement**

is concluded:

## **§ 1 Management**

The subsidiary shall submit the management of its enterprise to Deutsche Telekom AG.

## **§ 2 Authority to give instructions**

(1) Deutsche Telekom AG shall be entitled to give instructions to the management of the subsidiary with regard to how the subsidiary 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. The authority to give instructions notwithstanding, the subsidiary's senior management shall continue to be responsible for managing the business and representing the subsidiary.

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

## **§ 3 Transfer of profit**

(1) The subsidiary is obliged to transfer its entire profits to Deutsche Telekom AG during the term of the agreement. In corresponding application of § 301 AktG, the profit is deemed to be 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.

(2) The subsidiary 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 any 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 Transfer of loss**

(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 analogously.

## **§ 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 the subsidiary's registered office and shall otherwise apply retroactively from January 1, 2009.

(2) This agreement must be approved by the shareholders' meeting of Deutsche Telekom AG and the shareholders' meeting of the subsidiary to enter into force.

(3) This agreement may be terminated in writing for the first time by giving one's month 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 of the German Corporate Income Tax Law 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.

(4) Furthermore, the parties shall be able to terminate the agreement for good cause in writing. Good cause is 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.

## **§ 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.

Bonn, (date)

Deutsche Telekom AG

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Dr. Karl-Gerhard Eick

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Dieter Cazzonelli

Darmstadt, Feb. 17, 2009

Interactive Media CCSP GmbH

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Guido Sachs

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Michael Plate