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**Amending agreement to the control 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" -

**Preamble**

The parties entered into a control agreement on March 9/10, 2005 (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 profit and loss transfer agreement dated **March 29 / April 18, 1996** taking the new provisions into account. To ensure equal provisions on the transfer of loss, the control agreement dated March 9/10, 2005 shall also be amended.

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

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## **1. Amendment to the introduction**

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

### **„Control agreement**

between

der Deutschen 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

## **2. Amendment to § 3 of the Agreement**

§ 3 of the Agreement shall be amended as follows:

§ 3 Transfer of loss

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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 "TG" 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.

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Bonn, Feb. 28, 2013

Deutsche Telekom AG

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Timotheus Höttges, Board of Management

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

Frankfurt am Main, Feb. 28, 2013

DeTeMedien, Deutsche Telekom Medien GmbH

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Stephan Schmitt, Geschäftsführer

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

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

**Control agreement**

between

der Deutschen 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

**§ 1 Management**

The Subsidiary shall consign the management of its enterprise to the Parent.

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

- (1) The Parent 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.

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

## **§ 3 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.

## **§ 4 Commencement, term, effective date**

- (1) This 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 both the shareholders' meeting of the Parent and the partners' meeting of the Subsidiary.
- (3) The Agreement shall be concluded for an unlimited term. It may only be terminated with effect from the end of the Subsidiary's financial year. Retroactive rescission is not permissible. Rescission of this Agreement must be in writing.
- (4) Furthermore, the Parties shall be entitled to terminate the Agreement for good cause in writing. Good cause includes, without limitation, the sale or contribution of the Subsidiary by the Parent, or the merger, split-up or liquidation of either of the two parties.